

*****ATTACHMENTS*****

CITY OF SHEBOYGAN

REQUEST FOR TRANSIT COMMISSION CONSIDERATION

ITEM DESCRIPTION: 3.1 Res. No. 173-19-20 – A Resolution authorizing the Mayor to execute the 2019 General Contract between Sheboygan County Health & Human Services Department and Shoreline Metro regarding transportation for elderly and disabled individuals.

REPORT PREPARED BY: Derek Muench, Director of Transit & Parking

REPORT DATE: 2/5/20

MEETING DATE: 2/18/20

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

Shoreline Metro provides service annually on behalf of Sheboygan County Health & Human Services for elderly and disabled individuals living in Sheboygan County. This longstanding relationship between the two municipalities allows for a more coordinated, cost-effective delivery of transportation services and is the recognized preferred transportation model by the Wisconsin Department of Transportation. Shoreline Metro provides roughly 25,000 trips annually through this program.

STAFF COMMENTS:

This agreement is an annual formality authorizing Shoreline Metro and the City of Sheboygan to provide transportation service as outlined in the agreement on behalf of Sheboygan County. This longstanding partnership allows for efficient and cost-effective delivery of services. Shoreline Metro staff and Sheboygan County staff has had an upstanding relationship and continue to work very positively and effectively together. The original agreement was approved in December of 2019 with this version being a revision submitted by Sheboygan County in late December 2019.

ACTION REQUESTED:

Staff recommends the support of Res. No. 173-19-20 and presenting to the Common Council for consideration and approval authorizing the Mayor to execute the 2019 General Contract between Sheboygan County Health & Human Services Department and Shoreline Metro regarding transportation for elderly and disabled individuals.

ATTACHMENTS:

- I. Res. No. 173-19-20;

MEREDITH: PER CHUCK, REFER TO TRANSIT COMMISSION.

Res. No. 173 - 19 - 20. By Alderpersons Wolf, Donohue, and Sorenson.
February 17, 2020.

A RESOLUTION authorizing the Mayor to execute the amended 2020 General Contract between Sheboygan County Health & Human Services Department and Shoreline Metro regarding transportation for elderly and disabled individuals.

RESOLVED: That the Mayor is hereby authorized to execute said amended 2020 General Contract, a copy of which is attached hereto.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

2020 GENERAL CONTRACT

Amend Date: 2/11/2020

I. Parties and Contract Period

This contract is made and entered into for the period of January 1, 2020 through December 31, 2020 by and between Sheboygan County Health & Human Services Department, hereinafter referred to as County, and Shoreline Metro, hereinafter referred to as Provider.

Nothing in this contract shall create a partnership or joint venture between the County and the Provider. The Provider is at all times acting as an independent contractor and is in no sense an employee, agent or volunteer of the County.

In consideration of the mutual covenants herein, it is hereby agreed as follows.

County's Contract Administrator of this contract will be Michelle Acevedo/Jaclyn Moglowsky, whose principal business address is 1011 North 8th Street, Sheboygan, Wisconsin 53081. In the event that the Contract Administrator is unable to administer this Agreement, the County will contact the Provider and designate a new Contract Administrator. Provider's Contract Administrator of this contract will be Derek Muench, whose principal business address is 608 S. Commerce Street, Sheboygan, WI 53081. Provider's fiscal year end is _____, and Employer Identification Number is _____.

II. Services to Be Provided

This contract is subject to terms and conditions set forth in the State/County Contract covering Administration of Income Maintenance Programs, Children and Families Programs, Social Services, and Community Programs, Community Youth, and Family Aids Programs. County agrees to purchase for and Provider agrees to provide to eligible clients the services as described in detail in this contract (see Section XIII).

III. Payment for Services

County and Provider agrees:

- A. The total amount to be paid to Provider by County for services provided in accordance with this Contract may be less, but shall not exceed the following contracted dollar amount. Actual total payment will be based upon the amount of service authorized by the County and the amount of service performed by the Provider. Unless otherwise stipulated, it is understood and agreed by all parties that the County assumes no obligation to purchase from the Provider any minimum amount of services as defined in the terms of this contract.

Payments for services covered by this contract shall be based on allowable costs with limited profit or reserve. Monthly payments will be made on a unit-times-unit price basis and in accordance with the "order of payment" requirements for the funding program, less client fees and other collections made by the Provider for services covered by this contract. Final settlement of the contract will be based on audit (see Section XII Audit Requirements).

The Provider agrees with the total cost for each service/program provided, and the rate (per hour, day, month, or year) and the number of clients and/or units of provided services. The County shall determine the type of services provided and the number of units of services provided for each client. The County will not reimburse the Provider for any unit of service not previously authorized by the County.

The Provider shall retain all documentation necessary to adequately demonstrate the named personnel providing the service, the credentials of named personnel providing the service, the date of service, time, duration, location, scope, quality and effectiveness of services rendered under the contract. The County reserves the right to not pay for units of services reported by the Provider that are not supported by documentation required under this contract. Documentation must meet the billable requirements for the program the client is served in (i.e. CCS, CRS, etc.). If documentation does not comply with those requirements, the Provider may be required to reimburse County for those services.

<u>Service/Program</u>	<u>Rate</u>	<u># of Units</u>	<u>Units of Measure</u>	<u>Total Cost of Service</u>
Specialized Transport - Bus Pass	\$48.00	225	each	\$10,800.00
Specialized Transport - Punch Card (bundle of 10 passes)	\$35.00	18	each	\$630.00
Elderly/Disabled Transportation. Final amount subject to 85.21 grant award from State of WI.	\$363,233.00	1	year	\$363,233.00
Total:				\$374,663.00

For children served through the Children's Wavier program:

**The rate paid will be determined by the acuity level for each child. Outlier rates (for higher needs children) that do not fall within the rate schedule must be approved by Sheboygan County and the State prior to providing the service.*

***Transportation is "per trip" per the State Children's Waiver rate schedule.*

**** Counseling and Therapeutic services will be paid at 85% of usual and customary up to \$170 per the State rate schedule.*

When applicable, the Provider shall bill clients for a portion of the cost of care, in conformance with the requirements of Chapter DHS 1, Wisconsin Administrative Code and using the uniform schedule of fees and policies supplied by the County.

The Provider shall also bill any responsible third parties for the cost of care.

All amounts collected from clients and third parties shall be supported by the Provider's records and shall be reported to the County within 90 days.

Invoices can be sent to the HHS e-mail address: hhs.provider@SheboyganCounty.com.

- B. The county will make payments for costs that are consistent with the State Departments Allowable Cost Policy Manual and applicable Federal allowable cost policies. Program expenditures and descriptions of allowable costs are further described in 2 CFR Part 225 (formerly OMB Circular A-87) and Part 230 (formerly OMB Circular A-122) or the program policy manual. See Office of Management and Budget website for links to Code of Federal Regulations (CFR) sections: <https://www.whitehouse.gov/omb/information-for-agencies/circulars/>.

Wisconsin Statutes require that Purchase of Service rates be based on actual allowable costs. These costs have been identified in the Allowable Cost Policy Manual for each Department (online at <https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm> or <https://dcf.wisconsin.gov/files/finance/fias/pdf/dcfallowablecostmanual.pdf> . The Statutes permit allowances for profit for For-Profit Providers and retention of excess revenue for non-profit Providers for specific cost categories. The amount allowable on an annual basis is determined by applying a percent equal to revenue received under the contract; all other profit/retention of earnings is unallowable. For Sheboygan County Health and Human

Services, those limits have been set at 5 percent for both For-Profit Providers and Non-Profit Providers. Please see the Allowable Cost Policy Manual for more information on retention of excess revenues.

Provider shall return to County funds paid in excess of the allowable cost of services provided per 46.036(5) Wis. Stats. If the Provider fails to return funds paid in excess of the allowable costs of the services provided, County shall recover from Provider any money paid in excess of the allowable costs from subsequent payments made to the Provider.

- C. The County payment terms are net 60 days, and, while payment may be made in less than 60 days, there is no requirement and should be no expectation that this will occur.
- D. The Provider will submit monthly invoices that detail the type of service provided, the number of units (i.e. days, hours, miles, etc.) provided per client, date of service, the rate per unit, the authorization number, and any amounts collected from other resources. The invoice must be submitted by the 7th business day of each month for the prior month services and the December invoice must be submitted to the county for payment by January 10th of the next year.
- E. All billings for this contract period shall be received by the Purchaser no later than 90 days from date of service and all invoices for this contract year must be submitted no later than January 10th of the following year. Delinquent billings from this date will not be paid by the County.

IV. Billing and Collection Procedures

Invoices/Billing submitted to Sheboygan County Health & Human Services must be supported by client service information to include: name personnel providing the service, the credentials of named personnel providing the service, date of service, service provided, duration, unit of measure and units provided, rate, authorization number (issued by Sheboygan County), and client identification. Client services must be identified by date of service versus consolidated period billing. Invoices that do not contain an authorization number (per service/client) after January 1, 2018 may not be able to be processed for payment.

Fees collected on behalf of a client from any source will be treated as an adjustment to the costs and will be deducted from the amount paid under this contract.

V. Eligibility Standards for Recipients of Services

The Provider shall provide services only to those individuals who are eligible for services. Provider and County agree that the eligibility of individuals to receive the services to be purchased under this Agreement from Provider will be determined by County. An individual has a right to an administrative hearing concerning eligibility and the County shall inform individuals of this right. The Provider shall provide clients with information concerning their eligibility rights and how to appeal actions affecting those rights.

VI. Indemnity and Insurance

- A. Provider agrees that it will at all times during the existence of this Contract indemnify County against any and all loss, damages, and costs or expenses which County may sustain, incur, or be required to pay by reason of any eligible client's suffering, personal injury, death or property loss resulting from participating in or receiving the care and services to be furnished by the

- B. Provider under this Agreement; however, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by County.
- C. Provider agrees that, in order to protect itself as well as the County under the indemnity provision set forth in the above paragraph, Provider will at all times during the terms of this contract keep in force a liability insurance policy issued by a company authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance. The types of insurance coverage and minimum amounts shall be as follows (as applicable):

- Comprehensive General Liability: minimum of \$1,000,000
- Auto Liability (if applicable): minimum of \$1,000,000
- Professional Liability (if applicable): minimum of \$1,000,000 per occurrence and \$3,000,000 for all occurrences in one (1) year;
- Umbrella Liability (as necessary): minimum of \$1,000,000

Provider acknowledges that its indemnification liability to Purchaser is not limited by the limits of this insurance coverage.

Upon the execution of this Contract, Provider will furnish County with a “Certificate of Insurance” verifying the existence of such insurance. In the event of any action, suit, or proceedings against County upon any matter herein indemnified against, County shall, within five (5) working days, cause notice in writing thereof to be given to Provider by registered mail, addressed to its post office address. The Provider agrees to provide the County notice of cancellation or non-renewal of the policy within five (5) working days, by registered mail addressed to the County’s post office address.

Provider agrees to provide the Purchaser with written verification of the existence of Worker’s Compensation Insurance.

VII. Civil Rights Compliance/Assurances

All primary recipients and sub-recipients of Federal financial assistance must comply with all State and Federal Civil Rights laws and regulations. All Providers were required to submit a new Civil Rights Compliance (CRC) Letter of Assurance (LOA) by January 15, 2018 or within 15 working days from the date the grant, contract, or agreement was signed, if signed after January 1, 2018. All new Providers must submit LOA to be compliant for the CRC period of January 1, 2018 - December 31, 2021.

The provider agrees to meet state and federal Civil Rights Compliance (CRC) laws, requirements, rules, and regulations, as they pertain to the services covered by this contract. The website with instruction and templates necessary to complete both your CRC LOA and CRC plan to meet civil rights requirements is located at: <http://www.dhs.wisconsin.gov/civilrights/CRC/Requirements.htm> Additional resources and training information are available at: <https://dcf.wisconsin.gov/civilrights/plans>

All primary recipients and sub-recipients are obligated to meet the following requirements:

1. Provide civil rights and cultural awareness training to all agency employees.

2. Submit a Civil Rights Compliance Letter of Assurance (CRC LOA) to the appropriate state department. (Sub-recipients must submit the CRC LOA to the entity issuing the grant or contract.)
3. Providers that have more than fifty (50) employees and receive more than fifty thousand dollars (\$50,000) must develop and attach a Civil Rights Compliance Plan to this contract.
4. Providers that have more than fifty (50) employees and receive more than fifty thousand dollars (\$50,000) must develop and submit an Affirmative Action Plan to ensure equal access and equal opportunity in employment and service delivery to all applicants and participants. Additional information can be found at <http://vendornet.state.wi.us/vendornet/procman/prod3.pdf>
5. Provide oral language assistance and/or written translation to all limited English proficient (LEP) individuals requesting or applying for services to ensure equal access to programs, services and activities according to the LEP requirements and the recipient's or sub-recipient's LEP plan.

VIII. Contract Revisions and/or Terminations

- A. The County will monitor the Provider's performance and will use the results of this monitoring to evaluate the Provider's ability to provide adequate services to clients.
- B. Revisions of this contract must be agreed to by County and Provider by an addendum signed by the authorized representative of both parties.
- C. Provider shall notify County in writing delivered in person or by registered mail whenever it is unable to provide the required quality or quantity of services or as required by Section XIII L. of this contract. Upon such notification or if it is otherwise determined by the County that the Provider is not fulfilling the terms of the contract, the County may at its option immediately terminate the contract for cause, or seek a revision or suspension of its terms. If the County terminates the contract for cause, the Provider shall be liable to the County for any additional costs the County incurs for replacement services.
- D. This contract, or any part thereof, may be terminated immediately by either party for just cause, including, but not limited to, health and safety issues, fraud, criminal activity, violations of license or certification standards.
- E. This contract, or any part thereof, can be terminated by a 60-day written notice by either party without cause. Upon termination, the County's liability shall be limited to the costs incurred by the Provider up to the date of termination. If the County terminates the contract for reasons other than non-performance by the Provider, the County may compensate the Provider for its actual allowable costs in an amount determined by mutual agreement of both parties.

IX. Resolution of Disputes

The Provider may appeal decisions of the County in accordance with the terms and conditions of the contract and Chapter 68, Wis. Stats.

X. Records

- A. Provider shall maintain any records and financial statements as required by state and federal laws, rules and regulations.

- B. Provider will allow inspection of records and programs, insofar as it is permitted by state and federal laws, by representatives of the County, the Department of Health Services, Children and Families, Workforce Development or Department of Corrections and their authorized agents, and Federal agencies, in order to confirm Provider's compliance with the specifications of this contract.
- D. The use or disclosure by any party of any information concerning eligible clients who receive services from Provider for any purpose not connected with the administration of Provider's or County's responsibilities under this contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.
- D. Under s.19.36 (3) Wis. Stats., all records of the Provider that are produced or collected under this contract are subject to disclosure pursuant to a public records request.

The Provider shall maintain such records (in either written or electronic form) as required by State and Federal Law and as required by program policies. The Provider shall retain records in a secure environment for no less than the retention period specified in law or policy, or as otherwise stated within the Scope of Service. Records for periods which are under audit or subject to dispute or litigation must be retained until the audit/dispute/litigation, and any associated appeal periods, have ended.

Upon the County's request, at the expiration of the contract, the Provider will transfer at no cost to the County records regarding individual recipients who received services from Provider under this agreement. The transfer of records includes transfer of any record, regardless of media, if that is the only method which records were maintained.

The Provider shall make all records and any written and/or electronic case information available to the County or the State of Wisconsin upon request, and will allow inspection of records and programs, insofar as is permitted under State and Federal law.

XI. Reporting

Provider shall comply with the reporting requirements of the County and applicable State Departments. Client services shall be reported by service date and service provided. All reports shall be in writing and, when applicable, in the format specified by the County. All reports shall be supported by the Provider's records.

XII. Provider Audit Responsibilities

Provider agrees to adhere to the following audit requirements:

- A. Cooperate with the County in establishing costs for reimbursement purposes per s.46.036(4)(b), Wis. Stats.
- B. Adhere to the following audit requirements:

Wis. Stat. DHS 46.036(4)(c) and DCF 49.34(4)(c), requires Providers to provide an annual audit in accordance with the requirements of 2 CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to County if the total amount of annual funding provided by Sheboygan County, as well as other Wisconsin counties, through this and other contracts is \$100,000 or more (cumulative across all Wisconsin counties), unless the audit requirement is waived by the State of Wisconsin or the County. The

audit shall also be in accordance with the applicable State Department Audit Guide. Providers receiving less than \$100,000 are required to provide annual Financial Statements (Profit and Loss, Balance Sheet and Cash Flow Statements) to the County in place of Audit. This includes providing supplemental schedules, below in sub section E.

Sites of reference:

CFR Part 200 is available online at <https://www.ecfr.gov>

State Single Audit Guidelines is available at

<https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx>

Provider Agency Audit Guide is available at

<https://dcf.wisconsin.gov/files/finance/fias/pdf/paag.pdf>

Provider is to submit a copy of the certified financial and compliance audit to the County within 180 days of the end of the Provider's fiscal year. If available, digital copies are preferred. (If Provider has approved IRS extensions on their corporate tax returns, this extension will also apply to the submissions requirement deadline stated above.) The standards for the provider agency annual audits vary by type of agency as shown below.

1. Non-Profit Providers: Audits must be completed pursuant to the applicable State Department's Audit Guide and, if the vendor expends more than \$750,000 annually in federal financial assistance, to 2 CFR 200. See OMB 2 CFR 200 §200.330 for the distinction between contractors and sub recipients. The audit documentation must include a Reserve Supplemental Schedule in the audit report, and this schedule shall also be by contract or service category.
 2. For Profit Providers: Audits must be completed pursuant to the purchase contract language, the applicable State Department's Audit Guide, and the current applicable State Department's Allowable Costs Policy Manual. The audit documentation must include reports showing total allowable costs and the calculations of the allowable profit by contract or by service category.
- C. Source of funding information shall be provided at time of audit confirmation.
- D. The Provider shall submit to the County a reporting package that includes: (a) all audit schedules and reports required for the type of audit applicable to the agency; (b) a summary schedule of prior year findings and the status of addressing these findings; (c) a Management Letter (or similar document conveying auditor's comments issued as a result of the audit); (d) management responses/corrective action plan for each audit issue identified in the audit; and (e) a copy of the financial auditor's most recent peer review report.
- E. In addition to the supplemental schedules listed under D., the reporting package shall include a supplemental schedule showing revenue and expenses for this Contract.
- F. The Provider shall send the required reporting package to the County within 180 days of the end of the Provider's fiscal year.
- G. When contracting with an audit firm, the Provider shall authorize its auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of the County. Such access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, upon which audit work is documented.

- H. Failure to comply with the requirements of this section: If the Provider fails to have an appropriate audit performed or fails to provide a complete audit reporting package to the County within the specified time frames, the County may:
1. Conduct an audit or arrange for an independent audit of the Provider and charge the cost of completing the audit to the Provider;
 2. Charge the Provider for all loss of Federal or State aid and for penalties assessed to the County because the Provider did not submit a complete audit report within the required time frame;
 3. Disallow the cost of audits that do not meet these standards; and/or
 4. Withhold payment, cancel the Contract, or take other actions deemed by the County to be necessary to protect the County's interests;
 5. Require modified monitoring and/or reporting provisions;
 6. Assess financial sanctions or penalties;
 7. Discontinue contracting with the Provider;
 8. Take other action that Purchaser determines is necessary to protect Federal or State pass through funding
- I. Providers wishing to request an audit waiver must do so at the time of contracting.

XIII. Provider Responsibilities and Performance of Service

The County retains sole authority to determine whether the Provider's performance under this contract is adequate. The Provider agrees to the following:

- A. The Provider shall allow the County's staff and authorized agents to visit the Provider's facility or work site at any time for the purposes of ensuring that services are being provided as specified in the service plan and the contract.
- B. Upon request by the County or its designee, the Provider shall make available to the County all documentation necessary to adequately assess Provider performance.
- C. The Provider will cooperate with the County in its efforts to implement any quality improvement and quality assurance program.
- E. The Provider shall develop and implement a process for assessing client satisfaction with services provided. The Provider shall report in a timely manner the results of its client satisfaction assessment effort to the County. The County reserves the right to review and approve the Provider's client satisfaction assessment process and to require Provider to submit a corrective action plan to address concerns identified in the review.
- F. The Provider shall cooperate with the County in implementing any County program for assessing client satisfaction with services. The County reserves the right to require the Provider to submit a corrective action plan to address concerns identified in review.
- G. The Provider shall have a formal written grievance procedure that is approved by the licensing or certification authority, if applicable, and by the County. The Provider shall, prior to or at the time of admission to the Program, provide oral and written notification to each client of his or

her rights and the grievance procedure. The Provider shall post the client rights and the grievance procedure.

At least once a year, or more frequently when requested by the County, the Provider shall give the County a written summary report of all grievances that have been filed with the Program by clients or their guardians since the period covered by the previous summary report and of the resolution of each grievance. The Provider shall deliver the annual summary report to the County in person or via registered mail within 30 days of the end of the contract period.

Additional summary reports requested by the County shall be due within 10 days of the County's request for the reports and shall be delivered to the County in person or via registered mail.

- H. The Purchaser and the Provider agree that the protection of the clients served under this contract is paramount to the intent of this contract. In order to protect the clients served, the Provider shall comply with the provisions of DHS 12, Wis. Admin. Code (online at http://docs.legis.wi.gov/code/admin_code/dhs/001/12). The Provider shall conduct caregiver background checks at its own expense of all employees assigned to do work for the County under this contract as well as any other persons under control of the Provider having direct contact with the clients of the County. The Provider shall retain in its Personnel Files all pertinent information, to include a Background Information Disclosure Form and/or search results from the Department of Justice, the Department of Health Services, Department of Children and Families, and the Department of Safety and Professional Services, as well as out of state records, tribal court proceedings and military records, if applicable.

After the initial background check, the Provider must conduct a new caregiver background search every four (4) years, or more frequently, as required for some provider types, or at any time within that period when the Provider has reason to believe a new check should be obtained. The Provider shall maintain the results of background checks on its own premises for at least the duration of the contract. The County may audit the Provider's personnel files to assure compliance with the State of Wisconsin Caregiver Background Check Law.

The Provider shall not assign any individual to conduct work under this contract who does not meet the requirement of this law.

Prior to the commencement of any services under this contract, the County may request a background or criminal history investigation of any of the Provider's employees, contracted personnel, and subcontracted employees, who will be providing services to the County under the contract. If any of the stated personnel providing services to the County under this contract is not acceptable to the County in its sole opinion as a result of the background or criminal history investigation, the County may either request immediate replacement of the person in question, or immediately terminate this Contract and any related service agreement. The Provider shall notify the County in writing via certified mail within one business day if an employee has an allegation filed regarding a barring offense or has been charged with or convicted of any crime specified in DHS 12.07(2).

With regards to DHS 13.05, the provider has a responsibility to protect clients upon learning of an incident of alleged misconduct; the provider shall take whatever steps are necessary to ensure that clients are protected from subsequent episodes of misconduct while a determination on the matter is pending. In addition, the provider has a responsibility to report allegations of caregiver misconduct immediately, by telephone or personally, to the county department of human services the facts and circumstances contributing to a suspicion that abuse or neglect has

occurred or to a belief that it will occur. In addition, the entity shall notify the department in writing or by phone within 7 calendar days that the report has been made.

- H. The Provider shall not use or disclose any information concerning eligible clients who receive services from Provider for any purpose not connected with the administration of Provider's or County's responsibilities under this contract, except with the informed, written consent of the eligible client or the client's legal guardian. Except for documents identifying specific clients, the contract and related documents are not confidential.
- I. The Provider shall ensure the establishment of safeguards to prevent employees, consultants, or members of the board from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- J. The Provider shall meet state and federal service standards and applicable state training, licensure and certification requirements as expressed by state and federal rules and regulations applicable to the services covered by this contract. The Provider shall attach copies of its license or certification document and the most recent training, licensing or certification report concerning the Provider to this contract when returning the signed contract to the County. During the contract period, the Provider shall also send the County copies of any licensing inspection reports within 5 days of receipt of such reports.
- K. The Provider shall ensure that staff providing services are properly supervised and trained and that they meet all of the applicable licensing and certification requirements.
- L. The Provider shall submit any performance and other program reports required by the County.
- M. All property, equipment, software, or services used by multiple programs or for multiple purposes subject to cost allocation procedures. The Provider will appropriately adjust claimed expenditures under a cost-sharing allocation plan if automation equipment, software or other services, including staff services, are used for any purpose other than child support program administration.

The provider shall submit a copy of their cost allocation plan to the County upon request. Costs must be allocated in a manner consistent with these plans. The plans must be in accordance with the requirements of applicable Federal cost policies.

XIV. Debarment and Suspension

The Provider certifies through signing this contract that neither the Provider nor any of its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in federal assistance programs by any federal department or agency. In addition, the Provider shall notify the County within five business days in writing and sent by registered mail if the Provider or its principals receive a designation from the federal government that they are debarred, suspended, proposed for debarment or declared ineligible by a federal agency or whenever the Provider determines it is unable to provide the quality or quantity of services required under this contract. The County may consider suspension or debarment to be a cause for revising or terminating the contract.

XV. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Applicability

The Provider agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the

services the Provider provides or purchases with funds provided under this contract. In addition, certain functions included in this agreement are covered by HIPAA rules. As such the County must comply with all provisions of the law and has determined that Provider is a “Business Associate” within the context of the law. As a result, the Purchaser requires Provider to sign and return with this contract the Business Associate Agreement, which will be included and made part of this agreement.

XVI. Privacy and Confidential Information

- A. All case information, paper records, written information, and any electronic data shall remain confidential, as required by law and applicable to this policy. All records pertaining to services provided under this contract are the sole property of the County. Provider shall comply with all State and Federal confidentiality laws concerning information in both the records it maintains and in any other confidential records the Provider accesses to provide services under this contract.
- B. Except as otherwise authorized by law, the Provider may not disclose confidential information for any purpose other than the purposes associated with the administration of services under this contract. “Confidential Information” means all tangible and intangible information and materials accessed or disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by the State of Wisconsin, the County Agency, or by a third party), that satisfy at least one of the following criteria:
1. Personally Identifiable Information;
 2. Individually Identifiable Health Information;
 3. Non-Public information related to the County’s employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived there from or based thereon; or
 4. Information designated as confidential in writing by the County.
- C. “Individually Identifiable Health Information” means information that relates to the past, present, or future physical or mental health or condition of the individual, or that relates to the provision of health care in the past, present or future, and that is combined with or linked to any information that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- D. “Personally Identifiable Information” means an individual’s last name and the individuals first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable:
1. The individual’s Social Security Number;
 2. The individual’s driver’s license number or state identification number;
 3. The number of the individual’s financial account, including a credit or debit account number, or any security code, access code, or password that would permit access to the individual’s financial account;
 4. The individual’s DNA profile; or
 5. The individual unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by State or Federal law.

- E. “Indemnification” means in the event of a breach of this Section by the Provider, the Provider shall indemnify and hold harmless the County and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Provider and its employees and agents, in violation of this Section, including but not limited to costs of monitoring the credit of all persons whose Confidential Information was disclosed, disallowances or penalties from Federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by the County in the enforcement of this Section.
- F. “Equitable relief” means the provider acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to both the State of Wisconsin and the County, which injury will not be compensable by money damages and for which there is not an adequate remedy available at law. Accordingly, the parties specifically agree that the State and/or County, on their own behalf or on the behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or under applicable law.
- G. Confidential Information does not include information which is required to be disclosed by operation of law.
- H. Provider is responsible for reviewing the Technology and HIPAA Addendum with each employee annually at the time of contracting, and as new employees are hired, to ensure understanding of the proper use of county issued technology (where applicable) and their responsibility to safeguard confidential information. A signed and dated acknowledgement for each employee shall be retained in Provider’s personnel files and be available as requested by the County.

XVII. Conditions of the Parties' Obligations

- A. This contract is contingent upon authorization of Wisconsin and United States laws and any material amendment or repeal of the same affecting relevant funding or authority of any applicable State Department shall serve to terminate this Agreement, except as further agreed to by the parties hereto.
- B. Nothing contained in this contract shall be construed to supersede the lawful powers or duties of either party.
- C. It is understood and agreed that the entire contract between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.
- D. County shall be notified in writing of all complaints filed in writing against the Provider. County shall inform the Provider in writing with their understanding of the resolution of the complaint.
- E. The Provider certifies that, for the duration of this contract, no Sheboygan County Health and Human Services staff will be utilized to staff Provider’s services. Violation will result in the contract being null and void. The Provider will provide a list of staff upon request.

XVIII. Legal Status

Provider warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this contract on its behalf are authorized to do so. Provider shall notify the County immediately, in writing, of any change in its legal status.

XIX. Addendums

The following checked addendums are incorporated through reference as inclusive documents to the body of the contract:

- | | |
|---|--|
| <input type="checkbox"/> CBRF Adult Family Home | <input type="checkbox"/> Supported Employment Addendum |
| <input type="checkbox"/> CCS Provider Responsibilities | <input type="checkbox"/> Treatment Foster Home Addendum |
| <input type="checkbox"/> CRS Provider Responsibilities | <input checked="" type="checkbox"/> Technology and HIPAA Agreement – signed and dated acknowledgement for each employee shall be <u>retained in Provider’s personnel files</u> and be available as requested by the County |
| <input type="checkbox"/> Daily Living Skills | Other: _____ |
| <input type="checkbox"/> Guardianship Addendum | |
| <input type="checkbox"/> RCC Addendum | |
| <input checked="" type="checkbox"/> Safety Assurances | |
| <input type="checkbox"/> Representative Payee Addendum | |
| <input type="checkbox"/> SHC Respite | |
| <input type="checkbox"/> Sheboygan Senior Dining Program Requirements | |

XX. Signatures

This contract is agreed upon and approved by the authorized representatives of Sheboygan County and Shoreline Metro (Provider) as indicated below. This Contract becomes null and void if the time between the County's authorized representative signature and the Provider's authorized representative signature on this Contract exceeds sixty (60) days.

For County:

Matthew Strittmater, Director
County’s Authorized Representative
Sheboygan County Health & Human Services

Date

For Provider:

Provider's Authorized Representative

Date

Title:

CITY OF SHEBOYGAN

REQUEST FOR TRANSIT COMMISSION CONSIDERATION

ITEM DESCRIPTION: 3.2 Transit & Parking Fourth Quarter for 2019

REPORT PREPARED BY: Derek Muench, Director of Transit & Parking

REPORT DATE: 2/7/20

MEETING DATE: 2/18/20

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The reports for the fourth quarter of 2019 are presented for Shoreline Metro, Metro Connection and the Parking Utility for review and approval.

STAFF COMMENTS:

The Director of Transit & Parking has reviewed the reports as submitted.

Here is a summary of the fourth quarter and final reports:

- Shoreline Metro ridership was up 2% for the quarter with revenue down around 11%. Overall, ridership was up for the year by 13.26% with revenue down 14% for the year.
 - The large increase in ridership is due to students. Revenue is down due to the SASD Student Agreement but is made up through invoices for service (\$45,000) that started in July 2019.
 - Revenue trips for the fourth quarter were 18.88 trips per revenue hour. Revenue trips year-to-date are 17.92 trips per revenue hour.

- Metro Connection ridership was down 2.3% for the quarter with revenue up 10%. Overall ridership is down 4% with revenue up about 2% for the year.
 - Revenue trips for the fourth quarter were 2.69 per hour and 2.66 for the year. This marks a slight decrease in productivity from 2018.

- Parking Utility revenue was down significantly in the fourth quarter over the same period in 2018. Overall, revenue is up 14.6% from 2018. There are no concerns on revenue at this time.
 - Increase in meter revenue is attributed to increase in the per hour rate implemented in summer 2018 from \$0.30 per hour to \$0.50 per hour.

- Increase in Stall Rentals is attributed to the change from assigned parking to permit parking, increase in permit fees (minus the tier C lots) and the increase purchases of permits in general. The increase in permits is due in large part to the requirement to have a permit.
- Minimal revenue collected in Lot 14 in 2019. The Parking Utility with the assistance of the City's IT Department and TAPCO has been actively working on resolving connectivity issues. It's anticipated that customers will be able to pay by the hour later this year.

ACTION REQUESTED:

Staff recommends approval of the Transit and Parking Utility Fourth Quarter Reports and placing on file.

ATTACHMENTS:

- I. Fourth Quarter Report for Transit;
- II. Fourth Quarter Report for Parking Utility;

OPERATING STATISTICS FOR SHORELINE METRO & METRO CONNECTION - 2018 to 2019

	JANUARY				FEBRUARY				MARCH				APRIL				MAY				JUNE			
REVENUES	2019	2018	Difference	% Change	2019	2018	Difference	% Change	2019	2018	Difference	% Change	2019	2018	Difference	% Change	2019	2018	Difference	% Change	2019	2018	Difference	% Change
Metro Connection	\$21,901	\$25,452	(\$3,551)	-14.0%	\$22,191	\$23,339	(\$1,148)	-4.9%	\$25,279	\$23,777	\$1,502	6.3%	\$23,786	\$22,586	\$1,200	5.3%	\$24,593	\$24,500	\$93	0.4%	\$21,607	\$21,190	\$417	2.0%
Shoreline Metro	\$29,868	\$37,784	(\$7,916)	-21.0%	\$26,156	\$40,434	(\$14,278)	-35.3%	\$24,218	\$41,338	(\$17,120)	-41.4%	\$37,571	\$29,652	\$7,919	26.7%	\$31,129	\$33,894	(\$2,765)	-8.2%	\$27,231	\$44,697	(\$17,466)	-39.1%
MONTH TOTALS	\$51,769	\$63,236	(\$11,467)	-18.1%	\$48,347	\$63,773	(\$15,426)	-24.2%	\$49,497	\$65,115	(\$15,618)	-24.0%	\$61,357	\$52,238	\$9,119	17.5%	\$55,722	\$58,394	(\$2,672)	-4.6%	\$48,838	\$65,887	(\$17,049)	-25.9%
RIDERSHIP	2019	2018	Difference	% Change	2019	2018	Difference	% Change	2019	2018	Difference	% Change	2019	2018	Difference	% Change	2019	2018	Difference	% Change	2019	2018	Difference	% Change
Metro Connection	2,747	2,967	(220)	-7.4%	2,643	2,874	(231)	-8.0%	3,000	3,034	(34)	-1.1%	2,903	2,857	46	1.6%	2,887	3,102	(215)	-6.9%	2,541	2,759	(218)	-7.9%
Trips/Revenue Hour	2.72	2.66	0.06	2.3%	2.66	2.77	(0.11)	-4.0%	2.83	2.79	0.04	1.4%	2.70	2.74	(0.04)	-1.5%	2.59	2.81	(0.22)	-7.8%	2.59	2.60	(0.01)	-0.4%
Shoreline Metro	53,062	48,719	4,343	8.9%	52,706	46,699	6,007	12.9%	60,899	48,326	12,573	26.0%	67,310	48,775	18,535	38.0%	65,087	49,395	15,692	31.8%	47,223	39,918	7,305	18.3%
Trips/Revenue Hour	17.35	15.29	2.06	13.5%	17.98	16.03	1.95	12.2%	19.79	14.91	4.88	32.7%	19.77	15.35	4.42	28.8%	20.41	15.23	5.18	34.0%	16.00	12.02	3.98	33.1%
MONTH TOTALS	55,809	51,686	4,123	8.0%	55,349	49,573	5,776	11.7%	63,899	51,360	12,539	24.4%	70,213	51,632	18,581	36.0%	67,974	52,497	15,477	29.5%	49,764	42,677	7,087	16.6%
	JULY				AUGUST				SEPTEMBER				OCTOBER				NOVEMBER				DECEMBER			
REVENUES	2019	2018	Difference	% Change	2019	2018	Difference	% Change	2019	2018	Difference	% Change	2019	2018	Difference	% Change	2019	2018	Difference	% Change	2019	2018	Difference	% Change
Metro Connection	\$23,155	\$22,266	\$889	4.0%	\$22,825	\$23,511	(\$686)	-2.9%	\$22,204	\$20,559	\$1,645	8.0%	\$26,410	\$24,326	\$2,084	8.6%	\$22,598	\$21,573	\$1,025	4.8%	\$22,835	\$19,533	\$3,302	16.9%
Shoreline Metro	\$34,210	\$25,902	\$8,308	32.1%	\$30,593	\$28,663	\$1,930	6.7%	\$24,414	\$28,522	(\$4,108)	-14.4%	\$27,430	\$32,217	(\$4,787)	-14.9%	\$24,961	\$30,794	(\$5,833)	-18.9%	\$26,974	\$26,899	\$75	0.3%
MONTH TOTALS	\$57,365	\$48,168	\$9,197	19.1%	\$53,418	\$52,174	\$1,244	2.4%	\$46,618	\$49,081	(\$2,463)	-5.0%	\$53,840	\$56,543	(\$2,703)	-4.8%	\$47,559	\$52,367	(\$4,808)	-9.2%	\$49,809	\$46,432	\$3,377	7.3%
RIDERSHIP	2019	2018	Difference	% Change	2019	2018	Difference	% Change	2019	2018	Difference	% Change	2019	2018	Difference	% Change	2019	2018	Difference	% Change	2019	2018	Difference	% Change
Metro Connection	2,766	2,789	(23)	-0.8%	2,676	2,963	(287)	-9.7%	2,688	2,640	48	1.8%	3,116	3,174	(58)	-1.8%	2,671	2,919	(248)	-8.5%	2,676	2,580	96	3.7%
Trips/Revenue Hour	2.57	2.61	(0.04)	-1.5%	2.51	2.58	(0.07)	-2.7%	2.69	2.73	(0.04)	-1.5%	2.70	2.77	(0.07)	-2.5%	2.68	2.80	(0.12)	-4.3%	2.69	2.74	(0.05)	-1.8%
Shoreline Metro	46,088	41,658	4,430	10.6%	45,532	45,430	102	0.2%	58,744	51,683	7,061	13.7%	69,370	66,024	3,346	5.1%	57,147	59,593	(2,446)	-4.1%	56,098	53,494	2,604	4.9%
Trips/Revenue Hour	14.41	12.91	1.50	11.6%	14.19	13.81	0.38	2.8%	18.49	15.78	2.71	17.2%	20.13	18.01	2.12	11.8%	18.73	18.70	0.03	0.2%	18.88	16.57	2.31	13.9%
MONTH TOTALS	48,854	44,447	4,407	9.9%	48,208	48,393	(185)	-0.4%	61,432	54,323	7,109	13.1%	72,486	69,198	3,288	4.8%	59,818	62,512	(2,694)	-4.3%	58,774	56,074	2,700	4.8%
REVENUE COMPARISON BY YEAR					RIDERSHIP COMPARISON BY YEAR					TRIPS/REV HOUR		REVENUE HOURS		REVENUE MILES										
ANNUAL TOTALS	2018 YTD	2019 YTD	Difference	% Change	ANNUAL TOTALS	2018 YTD	2019 YTD	Difference	% Change	2018 YTD	2019 YTD	2018 YTD	2019 YTD	2018 YTD	2019 YTD									
<i>Metro Connection</i>	\$272,612	\$279,384	\$6,772	2%	<i>Metro Connection</i>	34,658	33,314	-1,344	-4%	2.70	2.66	12,761	12,521	163,145	161,684									
<i>Shoreline Metro</i>	\$400,796	\$344,755	(\$56,041)	-14%	<i>Shoreline Metro</i>	599,714	679,266	79,552	13%	14.59	17.92	38,611	37,847	536,426	537,066									

4th Quarter Report - 2019



Prepared by Shoreline Metro for the Transit Commission.

OPERATING STATISTICS FOR THE PARKING UTILITY - 2018 to 2019

	JANUARY				FEBRUARY				MARCH				APRIL				MAY				JUNE			
REVENUES	2019	2018	Difference	% Change	2019	2018	Difference	% Change	2019	2018	Difference	% Change	2019	2018	Difference	% Change	2019	2018	Difference	% Change	2019	2018	Difference	% Change
Meters	\$8,424	\$11,293	(2,869.00)	-25.4%	\$7,983	\$9,327	(1,344.04)	-14.4%	\$12,491	\$9,786	2,705.00	27.6%	\$13,944	\$9,298	4,646.00	50.0%	\$11,973	\$9,124	2,849.00	31.2%	\$16,615	\$11,543	5,072.00	43.9%
Stall Rentals	\$20,179	\$8,063	12,116.00	150.3%	\$1,980	\$7,529	(5,549.00)	-73.7%	\$31,155	\$24,669	6,486.00	26.3%	\$8,193	\$5,859	2,334.00	39.8%	\$2,285	\$271	2,014.00	743.2%	\$40,641	\$14,102	26,539.00	188.2%
MONTH TOTALS	\$28,603	\$19,356	9,247.00	47.8%	\$9,963	\$16,856	(6,893.04)	-40.9%	\$43,646	\$34,455	9,191.00	26.7%	\$22,137	\$15,157	6,980.00	46.1%	\$14,258	\$9,395	4,863.00	51.8%	\$57,256	\$25,645	31,611.00	123.3%

	JULY				AUGUST				SEPTEMBER				OCTOBER				NOVEMBER				DECEMBER			
REVENUES	2019	2018	Difference	% Change	2019	2018	Difference	% Change	2019	2018	Difference	% Change	2019	2018	Difference	% Change	2019	2018	Difference	% Change	2019	2018	Difference	% Change
Meters	\$15,638	\$13,022	2,616.06	20.1%	\$12,410	\$10,382	2,028.00	19.5%	\$12,706	\$7,309	5,397.00	73.8%	\$11,899	\$19,381	(7,482.00)	-38.6%	\$10,715	\$10,567	148.00	1.4%	\$13,168	\$15,093	(1,925.00)	-12.8%
Stall Rentals	\$11,997	\$9,330	2,666.74	28.6%	\$2,032	\$3,643	(1,611.00)	-44.2%	\$18,811	\$14,633	4,178.00	28.6%	\$6,394	\$33,402	(27,008.00)	-80.9%	\$2,728	\$4,951	(2,223.00)	-44.9%	\$21,182	\$12,861	8,321.00	64.7%
MONTH TOTALS	\$27,635	\$22,352	5,282.80	23.6%	\$14,442	\$14,025	417.00	3.0%	\$31,517	\$21,942	9,575.00	43.6%	\$18,293	\$52,783	(34,490.00)	-65.3%	\$13,443	\$15,518	(2,075.00)	-13.4%	\$34,350	\$27,954	6,396.00	22.9%

REVENUE COMPARISON BY YEAR					REVENUE COMPARISON BY QUARTER							
ANNUAL TOTALS	2018 YTD	2019 YTD	Difference	% Change	FIRST QUARTER		SECOND QUARTER		THIRD QUARTER		FOURTH QUARTER	
					2018	2019	2018	2019	2018	2019	2018	2019
<i>Meters</i>	\$136,125	\$147,966	11,841.02	8.7%	\$30,406	\$28,898	\$29,965	\$42,532	\$30,713	\$40,754	\$45,041	\$35,782
<i>Stall Rentals</i>	\$139,313	\$167,577	28,263.74	20.3%	\$40,261	\$53,314	\$20,232	\$51,119	\$27,606	\$32,840	\$51,214	\$30,304
TOTAL REVENUE	\$275,438	\$315,543	40,104.76	14.6%	\$70,667	\$82,212	\$50,197	\$93,651	\$58,319	\$73,594	\$96,255	\$66,086

Prepared by Shoreline Metro for the Transit Commission.

2019 ANNUAL BENCHMARKS

PARKING UTILITY BENCHMARKS	JANUARY		FEBRUARY		MARCH		APRIL		MAY		JUNE		JULY		AUGUST		SEPTEMBER		OCTOBER		NOVEMBER		DECEMBER	
	Revenue	Permits	Revenue	Permits	Revenue	Permits	Revenue	Permits	Revenue	Permits	Revenue	Permits	Revenue	Permits	Revenue	Permits	Revenue	Permits	Revenue	Permits	Revenue	Permits	Revenue	Permits
Lot 2	\$341.23	12	\$71.09	12	-\$61.41	12	\$355.45	12	\$71.09	12	\$0.00	13	\$418.96	14	\$118.48	16	\$142.18	16	\$612.32	16	\$0.00	16	\$497.63	16
Lot 3	\$284.36	6	\$59.72	6	\$104.27	10	\$519.43	10	\$47.39	10	\$355.45	8	\$198.31	8	\$0.00	8	\$568.72	8	\$1,108.05	9	\$39.81	10	\$94.79	9
Lot 3 METERS	\$0.00		\$0.00		\$0.00		\$54.51		\$0.00		\$93.17		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$188.82	
Lot 4 METERS	\$1,509.96		\$1,899.13		\$2,279.68		\$2,155.21		\$1,749.97		\$2,393.20		\$2,117.35		\$1,942.78		\$1,017.07		\$1,990.82		\$1,980.34		\$1,296.77	
Lot 5	\$85.31	32	\$0.00	32	\$85.31	32	\$0.00	32	\$0.00	32	\$10,663.44	32	\$766.83	36	\$113.74	37	\$189.58	38	\$0.00	38	\$0.00	43	\$1,109.01	38
Lot 7	\$6,170.62	36	\$0.00	38	\$640.76	38	\$746.68	38	\$265.40	37	\$3,483.38	36	\$895.74	36	\$61.61	36	\$857.83	39	\$796.22	39	\$336.49	39	\$796.22	39
Lot 7 METERS	\$89.17		\$222.93		\$0.00		\$239.68		\$252.32		\$153.82		\$294.92		\$103.60		\$159.80		\$159.80		\$123.85		\$171.28	
Lot 8	\$282.74	24	\$0.00	24	\$992.54	24	\$170.62	24	\$213.27	24	\$4,436.01	24	\$426.55	24	\$0.00	24	\$647.17	23	\$349.77	22	\$0.00	22	\$853.10	22
Lot 9	\$1,635.07	39	\$71.09	39	\$1,854.02	41	\$1,243.37	41	\$417.93	44	\$821.88	46	\$1,421.80	48	\$656.87	47	\$1,421.80	48	\$1,108.05	48	\$213.27	48	\$4,348.81	47
Lot 9 METERS	\$0.00		\$0.00		\$739.62		\$251.08		\$289.78		\$208.89		\$413.19		\$163.96		\$257.52		\$257.52		\$249.28		\$403.06	
Lot 10	\$710.90	10	\$0.00	10	\$710.00	10	\$0.00	10	\$0.00	10	\$710.90	10	\$0.00	10	\$0.00	10	\$710.90	10	\$0.00	10	\$0.00	10	\$710.90	10
Lot 11	\$255.93	8	\$255.93	8	\$255.93	7	\$341.24	7	\$0.00	6	\$341.24	6	\$170.62	6	\$0.00	6	\$341.24	6	\$85.31	6	\$85.31	6	\$170.62	6
Lot 13	\$2,185.81	48	\$962.09	48	\$2,782.98	44	\$1,633.43	44	\$146.92	44	\$2,940.09	44	\$1,277.75	45	\$99.53	46	\$3,434.18	47	\$620.88	47	\$965.88	49	\$2,903.37	48
Lot 14	\$1,691.94	107	\$99.53	108	\$13,619.92	105	\$896.22	105	\$50.00	67	\$7,427.34	67	\$199.06	67	\$190.52	67	\$1,990.55	67	\$862.56	67	\$298.58	67	\$6,369.68	67
Lot 14 METERS	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
LOT 17	\$895.74	23	\$0.00	24	\$3,146.92	24	\$0.00	24	\$655.93	17	\$199.06	17	\$895.74	17	\$0.00	17	\$1,094.80	16	\$0.00	17	\$66.35	17	\$597.16	17
Lot 18	\$3,497.71	41	\$0.00	41	\$3,497.71	41	\$0.00	41	\$0.00	41	\$0.00	41	\$3,497.71	41	\$0.00	41	\$3,497.71	41	\$0.00	41	\$0.00	41	\$0.00	41
On-Street Meters	\$6,825.25		\$5,860.90		\$9,472.32		\$11,243.36		\$9,681.12		\$13,766.37		\$12,812.60		\$10,199.80		\$12,706.05		\$9,491.15		\$8,361.84		\$11,107.89	
On-Street Permits	\$2,142.11	127	\$460.66	125	\$3,525.01	127	\$2,286.69	127	\$417.04	128	\$9,262.61	130	\$1,827.68	131	\$791.45	144	\$3,914.33	138	\$1,962.97	137	\$722.35	143	\$2,730.74	146

**City of Sheboygan
Department of Transit and Parking
REPORT OF BENCHMARK MEASUREMENTS**

Through 9/30/2019

TRANSIT									
	2018 Actual	2018 Goals	2019 YTD	2019 Goals	2019 Q1	2019 Q2	2019 Q3	2019 Q4	2019 TOTAL
REVENUES									
Metro Connection	\$282,197	\$300,000	\$279,384	\$300,000	\$69,371	\$69,986	\$68,184	\$71,843	\$279,384
Shoreline Metro	<u>\$436,730</u>	<u>\$450,000</u>	<u>\$344,755</u>	<u>\$450,000</u>	<u>\$80,242</u>	<u>\$95,931</u>	<u>\$89,217</u>	<u>\$79,365</u>	<u>\$344,755</u>
Totals	\$718,927	\$750,000	\$624,139	\$750,000	\$149,613	\$165,917	\$157,401	\$151,208	\$624,139
TRANSIT RIDERSHIP & BENCHMARKS									
Metro Connection	35,589	34,000	8,390	34,000	8,390	8,331	8,130	8,463	33,314
Trip/Revenue Hour	2.84	2.75	2.66	2.75	2.74	2.63	2.59	2.69	2.66
Shoreline Metro	529,726	530,000	166,667	530,000	166,667	179,620	150,364	182,615	679,266
Trip/Revenue Hour	<u>14.11</u>	<u>13.00</u>	<u>17.92</u>	<u>13.00</u>	<u>18.37333333</u>	<u>18.73</u>	<u>15.70</u>	<u>19.25</u>	<u>18.01</u>
Totals	565,315	564,000	175,057	564,000	175,057	187,951	158,494	191,078	712,580
PARKING UTILITY									
	2018 Actual	2018 Goals	2019 YTD	2019 Goals	2019 Q1	2019 Q2	2019 Q3	2019 Q4	2019 TOTAL
REVENUES									
Meters	\$136,125	\$127,950	\$147,966	\$127,950	\$28,898	\$42,532	\$40,754	\$35,782	\$147,966
Stall Rentals	<u>\$139,313</u>	<u>\$122,200</u>	<u>\$167,577</u>	<u>\$122,200</u>	<u>\$53,314</u>	<u>\$51,119</u>	<u>\$32,840</u>	<u>\$30,304</u>	<u>\$167,577</u>
Totals	\$275,438	\$250,150	\$315,543	\$250,150	\$82,212	\$93,651	\$73,594	\$66,086	\$315,543

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PARKING UTILITY BENCHMARKS	2019 Q1		2019 Q2		2019 Q3		2019 Q4		ANNUAL TOTAL	
	Revenue	Permits	Revenue	Permits	Revenue	Permits	Revenue	Permits	Revenue	Permits
Lot 2	\$350.91	36	\$426.54	37	\$679.62	46	\$1,109.95	48	\$2,567.02	167
Lot 3	\$448.35	22	\$1,069.95	28	\$767.03	24	\$1,431.47	28	\$3,716.80	102
Lot 4	\$5,688.77	N/A	\$6,298.38	N/A	\$5,077.20	N/A	\$5,267.93	N/A	\$22,332.28	N/A
Lot 5	\$170.62	96	\$10,663.44	96	\$1,070.15	111	\$1,109.01	119	\$13,013.22	422
Lot 7	\$6,811.38	112	\$4,495.46	111	\$1,815.18	111	\$1,928.93	117	\$15,050.95	451
Lot 8	\$1,275.28	72	\$5,465.72	0	\$1,632.04	0	\$1,657.80	0	\$10,030.84	72
Lot 9	\$4,299.80	119	\$2,483.18	131	\$3,500.47	143	\$5,670.13	143	\$15,953.58	536
Lot 10	\$1,420.90	30	\$1,460.65	0	\$1,545.57	0	\$1,620.76	0	\$6,047.88	30
Lot 11	\$767.79	23	\$682.48	19	\$511.86	18	\$341.24	18	\$2,303.37	78
Lot 13	\$5,930.88	140	\$4,720.44	132	\$4,811.46	138	\$4,490.13	144	\$19,952.91	554
Lot 14	\$15,411.39	320	\$8,373.56	239	\$2,380.13	201	\$7,530.82	201	\$33,695.90	961
Lot 17	\$4,042.66	71	\$854.99	0	\$1,990.54	0	\$663.51	0	\$7,551.70	71
Lot 18	\$6,995.42	123	\$0.00	123	\$6,995.42	123	\$0.00	123	\$13,990.84	492
On-Street Meters	\$22,158.47	N/A	\$34,690.85	N/A	\$35,718.45	N/A	\$28,960.88	N/A	\$121,528.65	N/A
On-Street Permits	\$6,127.78	379	\$11,966.34	385	\$6,533.46	413	\$5,416.06	426	\$30,043.64	1603

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2019 YEAR IN REVIEW

Fixed Route Stats

679,266

Total passenger trips provided in 2019.

13.26%

Ridership increase from 2018 to 2019.

2,221

Average Daily Trips provided in 2019.

17.92

Passenger trips per revenue hour in 2019 compared to 15.55 in 2018.

Paratransit Stats

33,314

Total passenger trips provided in 2019.

-3.87%

Ridership decrease from 2018 to 2019.

2.66

Passenger trips per revenue hour in 2019 compared to 2.72 in 2018.

City of Sheboygan Community Survey Results: Public Transit is Important to our Community

According to the 2019 City of Sheboygan Community Survey, public transit in Sheboygan is important to the residents of the community. Residents rated affordability (91%), reliability (90%) and accessibility (92%) as being “somewhat”, “very” or “extremely” important. Residents rated Shoreline Metro substantially higher in 2019 than 2016, the survey’s inaugural year.

How well do you think the city is doing in the area of public transit?

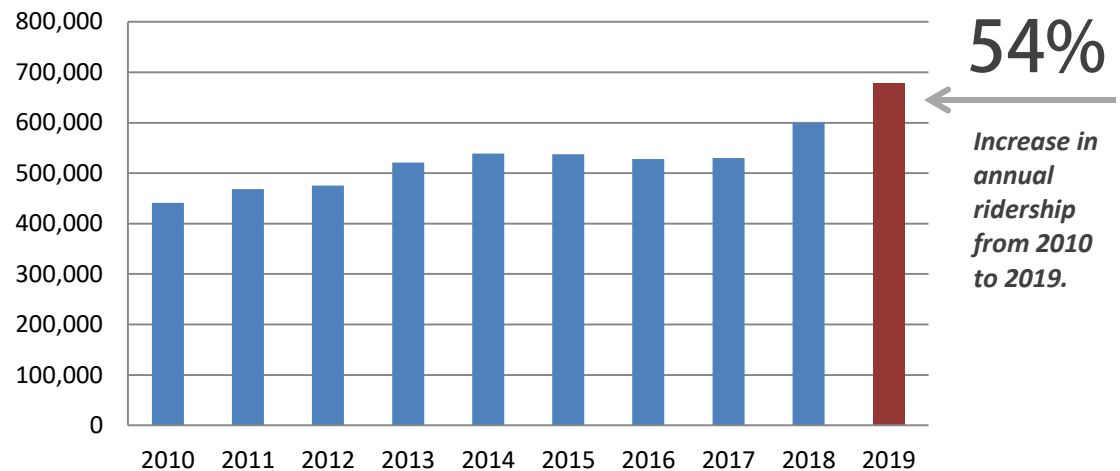
23% Increase in satisfaction from 2016 receiving a score of 3.0 (out of 4.0).

How would you rate services received from Shoreline Metro?

16% Rating increase from 2016 receiving a score of 2.9 (out of 4.0).

A Decade to Remember

Shoreline Metro Ridership by Year



Shoreline Metro capped off a decade of significant ridership growth, a 54% increase from 2010 to 2019. Ridership in 2019 reached the highest totals since 2001, an 18-year high. Since 2010, the City of Sheboygan and Shoreline Metro have transformed public transit services in the greater Sheboygan area via the following methods:

- Changed name from Sheboygan Transit System to Shoreline Metro (2011);
- Implemented a Bus Buddy and Travel Training Program (2012);
- Created a customer service office at the Transfer Station (2013);
- Designed route stalls at the Transfer Station for improved logistics (2013);
- Implemented new transit policies and procedures known as T.E.A.M. (2014);
- Originated real-time MDT dispatch software for paratransit services (2015);
- Remodeled and re-energized Dispatch Office (2016);
- Created a Safety, Education and Training Supervisor position (2018); and
- Launched GPS technology for customers via the Bus Tracker app (2019).

Meet the Team

*Roland Knorr
Operations Supervisor*

*Bruce Felten
Operations Supervisor*

*Jack Sowinski
Safety & Training
Supervisor*

*Ann Koeller
Administrative
Coordinator*

*Cindy Ver Duin
ADA Coordinator*

*Joan Mueller
Dispatcher*

*Chuck Reschke
Dispatcher*

*Scott Navis
Lead Mechanic*

*Derek Muench
Transit Director*

*Alderman Todd Wolf
Commission Chair*

*Darrell Hofland
City Administrator*

*Michael Vandersteen
Mayor*

*& over 50 drivers,
mechanics, service
personnel and
Commissioners
dedicated to the success
of Shoreline Metro.*

**“We have Excellent
city bus services. Keep
the services.**

**No more cuts.”
Community Survey 2019**

A Decade to Remember (Continued)

In 2014, Shoreline Metro adopted and developed a new culture. This culture shift was critical to the success of Shoreline Metro then and now. This paradigm shift brought:

- A team approach;
- “Open Door” policy by management;
- Dedication to safety and adherence to safety policies;
- A corrective action approach (removal of disciplinary actions);
- Accountability for all team members;
- Employee recognition and a recognition program;
- Positivity, support and encouragement;

The impact brought immediate results. Team members took noticeable enjoyment in their jobs and managing customer complaints and corrective actions decreased significantly. Team members support and encourage their teammates. Shoreline Metro’s cultural shift has given way to a more reliable and enjoyable public transit experience.

Goals, Strategic Plan and Mission

- Continue to support the City of Sheboygan’s Strategic Plan by contributing to all of the six focus areas including “Quality of Life” for residents, investment in “Infrastructure and Public Facilities”, “Economic Development”, “Governing and Fiscal Management”, “Neighborhood Revitalization” and “Communication”.
- Build positive, effective and long-term partnerships that contribute to Shoreline Metro’s Mission and Vision.
- Increase Community Survey scores and grow awareness for Shoreline Metro services.
- Continue Shoreline Metro’s commitment to safety and community for team members, customers and residents.
- Maintain and invest in infrastructure including transit service, capital and human assets to ensure deliverance of safe, affordable, reliable and convenient service.

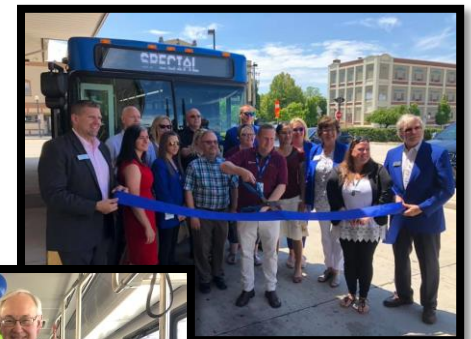
Funding and Revenues

In 2019, passenger fares (\$843,540) accounted for 21% of revenues. The major operating funding sources were Federal Transit Administration (\$1,179,251) and Wisconsin Department of Transportation (1,025,584) at 29% and 25% respectively.

For the remaining 25% of Shoreline Metro’s operating revenue, several local partners contributed:

- City of Sheboygan - \$511,547;
- City of Sheboygan Falls - \$35,178;
- Village of Kohler - \$12,151;
- Sheboygan Area School District - \$90,000;
- Sheboygan County - \$326,474
- Community Development Block Grant - \$42,493

Photos: Shoreline Metro received five new Gillig buses in 2019 through the Congestion, Mitigation, and Air Quality Improvement Program (CMAQ). The last time Shoreline Metro received new buses was in 2010.



CITY OF SHEBOYGAN

REQUEST FOR TRANSIT COMMISSION CONSIDERATION

ITEM DESCRIPTION: 3.3 Presentation of 2019 Annual Reports for Transit and Parking

REPORT PREPARED BY: Derek Muench, Director of Transit & Parking

REPORT DATE: 2/5/20

MEETING DATE: 2/18/20

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

Shoreline Metro and the Parking Utility have released annual reports the past several years highlighting and reviewing the year in review. The 2019 annual reports are attached for the Transit Commission's review.

STAFF COMMENTS:

Shoreline Metro and the Parking Utility had tremendous years with significant contributions to the City's Strategic Plan. The annual reports are attached for the Transit Commission's review and approval.

ACTION REQUESTED:

Staff recommends approval of the Transit and Parking Utility 2019 Annual Reports and placing on file.

ATTACHMENTS:

- I. 2019 Annual Shoreline Metro Report;
- II. 2019 Annual Parking Utility Report;

CITY OF SHEBOYGAN

REQUEST FOR TRANSIT COMMISSION CONSIDERATION

ITEM DESCRIPTION: 3.4 Transit & Parking Utility Table of Organization

REPORT PREPARED BY: Derek Muench, Director of Transit & Parking

REPORT DATE: 2/5/20

MEETING DATE: 2/18/20

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

Shoreline Metro maintains a Table of Organization for the department. The table identifies the positions and the human assets filling those positions within the Transit and Parking Utilities.

STAFF COMMENTS:

The Table of Organization has been revised to include a change in organizational structure related to three current positions. The following is a summary of the changes:

- Dispatcher Position has changed to Transit Coordinator II with no changes to the position description or pay grade;
- Lead Dispatch (Metro Connection has changed to Transit Coordinator III with no changes to the position description or pay grade;
- Lead Support II has changed to Transit Coordinator I with modifications to the position description and pay grade;
 - The position now includes the flexibility of dispatching for all transit services;
 - The position remains the ADA Coordinator for Shoreline Metro;
 - The pay grade changes from Grade C to Grade D;

Cindy Ver Duin Lead Support II for Shoreline Metro has announced her retirement effective 4/30/20. The changes to the table of organization and position descriptions allows Shoreline Metro to move forward in a more efficient and productive manner with added flexibility and resources. The three positions all continue to report to the Operations Supervisors.

The Safety, Education and Training Supervisor position was moved out from under the Operations Supervisors and placed on the same level.

Shoreline Metro does not forecast any costs associated with these changes.

ACTION REQUESTED:

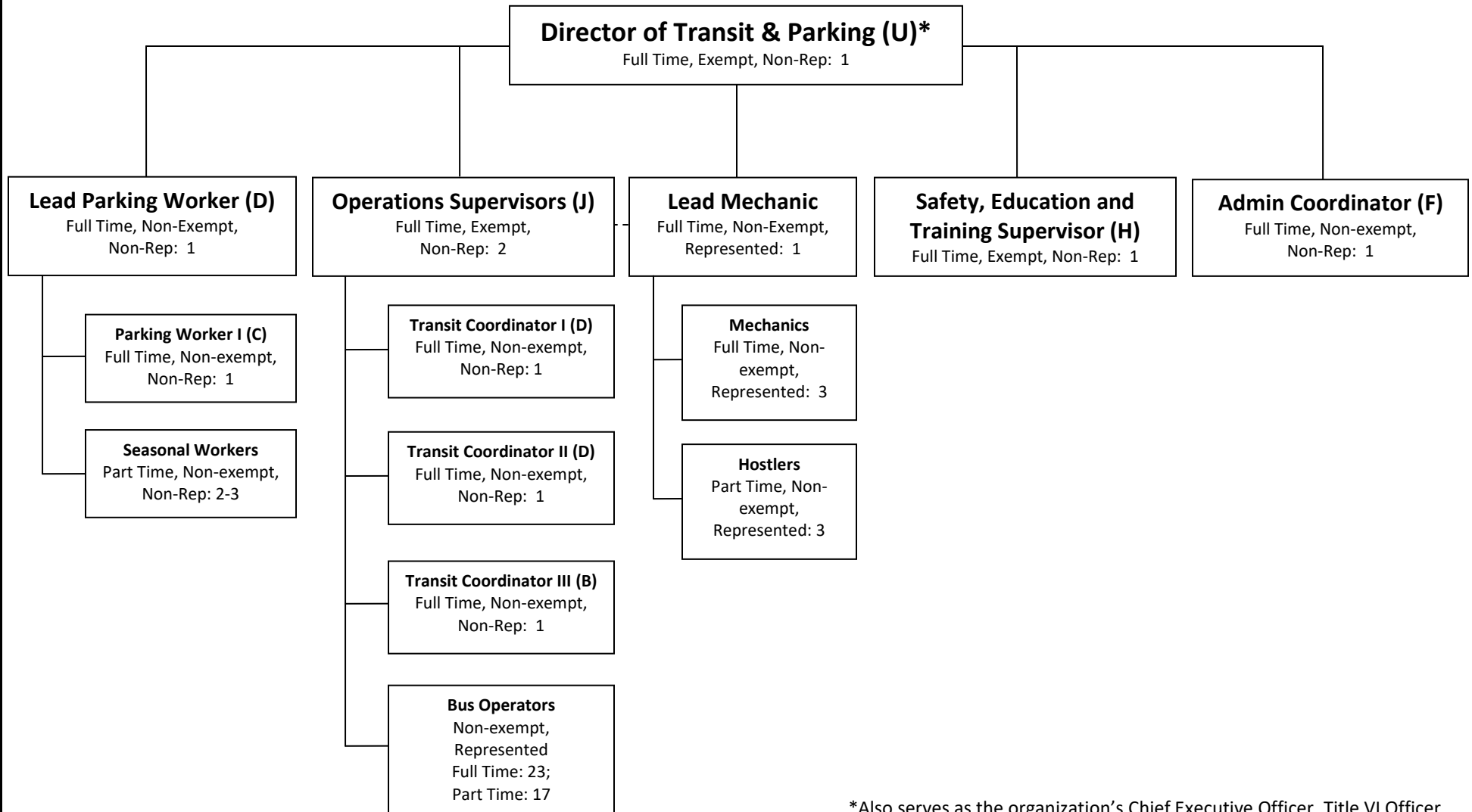
Staff recommends approval of the Transit and Parking Utility Table of Organization and place on file.

ATTACHMENTS:

- I. Transit and Parking Utility Table of Organization;

Transit & Parking Utility Table of Organization (TOC)

City of Sheboygan



*Also serves as the organization's Chief Executive Officer, Title VI Officer, Equal Employment Officer, Transit Asset Management Plan Officer, Complaints Resolution Officer, ADA Officer and DBE Liaison Officer. These positions are in accordance with FTA regulations and requirements.

CITY OF SHEBOYGAN

REQUEST FOR TRANSIT COMMISSION CONSIDERATION

ITEM DESCRIPTION: 3.5 Res. No. 172-19-20 – A Resolution supporting Shoreline Metro’s application for a State of Wisconsin Volkswagen Mitigation Program Grant to purchase transit vehicles during the second wave of funding.

REPORT PREPARED BY: Derek Muench, Director of Transit & Parking

REPORT DATE: 2/11/20

MEETING DATE: 2/18/20

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

Volkswagen Group of America and certain related entities (collectively Volkswagen or VW) admitted to violating the federal Clean Air Act (CAA) from 2009 through 2016 by selling nearly 590,000 2.0-liter and 3.0-liter diesel engine vehicles equipped with software designed to cheat on federal emission tests. This software activated the vehicle emission control devices only during laboratory testing. As a result, the vehicles met CAA emissions standards for nitrogen oxides (NOx) in the lab, but not on the road. Volkswagen entered judicial consent decrees to partially settle its civil liability for the CAA violations. Under these decrees, Volkswagen must pay more than \$2.9 billion into an Environmental Mitigation Trust Fund (Trust) administered by Wilmington Trust, N.A (Trustee). The State of Wisconsin received beneficiary designation status from the Trustee on January 29, 2018 and will receive \$67.1 million over the next ten years to offset excess NOx pollution emitted by affected VW vehicles in Wisconsin.

2017 Wisconsin Act 59 established the Transit Capital Assistance Grant Program to competitively award up to \$32 million to eligible applicants to replace eligible public transit vehicles, giving preference to communities or routes that DOA determines are critical for connecting employees with employers. The program carries out the purposes of the Trust by replacing and scrapping old diesel buses to maximize air quality benefits in Wisconsin, including reduction of NOx and PM2.5.

The program will fund the replacement of 1992-2009 engine model year class 4-8 transit buses with any new diesel or alternate fueled or all-electric vehicle, with the engine model year in which the eligible bus mitigation action occurs or one engine model year prior. In addition, the program will fund the scrapping of any replaced bus(es) within 90 days of accepting delivery of the replacement bus(es).

STAFF COMMENTS:

The City of Sheboygan Staff including the City Administrator, Finance Director and Director of Transit & Parking met to discuss the advantages and disadvantages of seeking funding through this grant application opportunity. This is the second wave of funding through this program as authorized by the State of Wisconsin. Applications are due March 18, 2020.

By applying for and accepting any grant funding through this program, the City of Sheboygan must forego reduced shared revenues from the State of Wisconsin for duration of ten years as the 20% match for the buses being replaced. This means that if City of Sheboygan is awarded the funding for the three buses in the application, the City of Sheboygan's local share of \$276,000 would be paid to the State of Wisconsin Department of Administration not through borrowing but a reduction in shared revenues for the next 10 years (10% of the total each year for 10 years) or \$27,600 per year ($\$276,000/10 \text{ years}=\$27,600 \text{ per year}$).

The City of Sheboygan Staff agree this grant maximizes the grant amount by providing the full 80% capital assistance funding for the vehicles and therefore, is recommending the approval of the authorizing resolution and the submission of the grant application by the Director of Transit & Parking on behalf of the City of Sheboygan. The grant submission would be for three heavy-duty fixed route buses.

Additional terms and conditions do apply and City staff is fully aware of those terms. For a full list of the terms and conditions, please visit <https://doa.wi.gov/Pages/vwsettlementwisconsin.aspx>.

ACTION REQUESTED:

Staff recommends the support of Res. No. 172-19-20 and presenting to the Common Council for consideration and approval authorizing the City of Sheboygan and the Director of Transit and Parking to apply for funding by March 18, 2020 through the VW Mitigation Program for the purchase of three (3) buses to be used in revenue service for Shoreline Metro.

ATTACHMENTS:

- I. Authorizing Resolution 172-19-20

MEREDITH: PER CHUCK, REFER TO TRANSIT.

Res. No. 172 - 19 - 20. By Alderpersons Wolf, Donohue, and Sorenson.
February 17, 2020.

A RESOLUTION supporting Shoreline Metro's application for a State of Wisconsin Volkswagen Mitigation Program Grant to purchase transit vehicles during the second wave of funding.

WHEREAS, Shoreline Metro provides safe and reliable public transportation to several communities in Sheboygan County; and

WHEREAS, operating funds for Shoreline Metro are typically sourced from the City of Sheboygan and other local partners; and

WHEREAS, the City of Sheboygan and the other local partners contribute annually to a restricted cash depreciation account for purposes of purchasing transit vehicles and other capital equipment; and

WHEREAS, the State of Wisconsin is a designated beneficiary of a settlement with Volkswagen wherein \$42 million of Wisconsin's share of the settlement funds must be used during the 2017-19 biennium; and

WHEREAS, State Budget, 2017 Wisconsin Act 59 established a transit capital assistance grant program, under which the Department of Administration has created a competitive statewide grant program ("State of Wisconsin Volkswagen Mitigation Program Grant") to award settlement funds to eligible applicants for the replacement of public transit vehicles; and

WHEREAS, Res. No. 79-18-19 adopted on September 4, 2018, authorized Shoreline Metro to apply for funding through the State of Wisconsin Volkswagen Grant Program; and

WHEREAS, Shoreline Metro now desires to apply for another State of Wisconsin Volkswagen Mitigation Program Grant to purchase transit vehicles during the second wave of funding. Any transit vehicles purchased would be acquired through a competitive procurement process; and

WHEREAS, the City of Sheboygan is the designated grant recipient for Shoreline Metro; and

WHEREAS, eighty percent (80%) of the purchase price of the transit vehicles will be covered by the State of Wisconsin Volkswagen Mitigation Program Grant. Twenty percent (20%) will be collected from the grantee (the City of Sheboygan) in ten (10) equal installments by withholding an equal amount of local shared revenue annually; and

WHEREAS, Shoreline Metro has established a restricted cash account for purchasing transit vehicles; and

WHEREAS, the Shoreline Metro local partners together with the Common Council for the City of Sheboygan agree that it is beneficial to apply for the State of Wisconsin Volkswagen Mitigation Program Grant.

NOW, THEREFORE, BE IT RESOLVED: That the Sheboygan Transit Commission and the Common Council for the City of Sheboygan hereby direct and authorize Shoreline Metro and the proper City officials to submit information to the Department of Administration to apply for funding through the State of Wisconsin Volkswagen Mitigation Program Grant.

BE IT FURTHER RESOLVED: That proper City officials are authorized and directed, if the State of Wisconsin Volkswagen Mitigation Program Grant is awarded, to accept funds, pursuant to the terms of the grant application.

BE IT FURTHER RESOLVED: That, if the State of Wisconsin Volkswagen Mitigation Program Grant is awarded, Shoreline Metro, its local funding partners together with the Common Council for the City of Sheboygan agree that twenty percent (20%) of the purchase price of transit vehicles will be collected from the grantee (the City of Sheboygan) in ten (10) equal installments by withholding an equal amount of local shared revenue annually. The parties further agree that the City of Sheboygan's loss of local shared revenue due to the bus procurement shall be reimbursed in full from the Shoreline Metro restricted cash account.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR TRANSIT COMMISSION CONSIDERATION

ITEM DESCRIPTION: 3.6 Transit Week May 10-16th in the State of Wisconsin

REPORT PREPARED BY: Derek Muench, Director of Transit & Parking

REPORT DATE: 2/11/20

MEETING DATE: 2/18/20

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The State of Wisconsin is proposing Public Transit Week throughout the state May 10th through 16th, 2020. The week is aimed towards creating awareness and encouraging individuals to use public transportation. Transit systems through the state celebrate public transit weeks usually during national transit week or state transit week. Shoreline Metro has not participated in transit week for the past several years. Focus for trying and encouraging transit was done through advertising, building partnerships and encouraging customers to ride during the holidays with free fares.

STAFF COMMENTS:

The Director of Transit and Parking recommends participating and supporting the State of Wisconsin's Public Transit Week. There is also support surrounding public transportation by the Transportation Development Association of Wisconsin (TDA) which will also be supporting and promoting this week throughout the state.

Staff recommends supporting transit week by offering free fares during the week as well as promoting the benefits of public transit through advertising, promotion on social media and interaction with customers.

Ridership in recent years has grown but creating additional awareness and inviting new customers to try Shoreline Metro and the benefits of public transit helps keep ridership growing.

ACTION REQUESTED:

Staff recommends the support for Transit Week in the State of Wisconsin during the week of May 10th through 16th, 2020 and supports the Director of Transit and Parking implementing free fares for the week and promoting the event in support of creating additional awareness for public transit and

Shoreline Metro to the citizens of Sheboygan and neighboring communities receiving public transit services.

ATTACHMENTS:

- I. None.

CITY OF SHEBOYGAN

REQUEST FOR TRANSIT COMMISSION CONSIDERATION

ITEM DESCRIPTION: 3.7 Harbor Centre Express (Route 40) Schedule for 2020

REPORT PREPARED BY: Derek Muench, Director of Transit & Parking

REPORT DATE: 2/11/20

MEETING DATE: 2/18/20

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

Shoreline Metro operates a seasonal trolley route called The Harbor Centre Express (formerly known as The Square) or Route 40. The route has run from the day after Memorial Day to Labor Day annually with service on the 4th of July. Hours of service have been 10:00 a.m. to 8:00 p.m. on weekdays at 10:00 a.m. to 6:00 p.m. on Saturdays. The trolley route has seen increases in ridership each year it has been in service.

In 2019, the service schedule was altered to noon to 8:00 p.m. (M-W) and 9:00 p.m. (Th-F). Saturday schedule was noon to 6:00 p.m. Service also began in middle June instead of the day after Memorial Day.

There was a noticeable decrease in ridership in 2019 although it's unclear if the change in schedule was the lone reason for the decrease.

STAFF COMMENTS:

The Director of Transit and Parking recommends service again be the same as 2019 with an official start on Monday, June 15 and running through Saturday, August 29, 2020. With Labor Day late this year, students return to school prior to the holiday. The special \$1 Day Pass would still be offered.

ACTION REQUESTED:

Staff recommends the support of the 2020 Harbor Centre Express service schedule as presented by the Director of Transit and Parking.

ATTACHMENTS:

- I. None.

CITY OF SHEBOYGAN

REQUEST FOR TRANSIT COMMISSION CONSIDERATION

ITEM DESCRIPTION: 3.8 Communication from Parker John’s BBQ & Pizza

REPORT PREPARED BY: Derek Muench, Director of Transit & Parking

REPORT DATE: 2/11/20

MEETING DATE: 2/18/20

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The Director of Transit and Parking received a communication from Mr. Jordan Saunders, the General Manager of Parker John’s BBQ & Pizza in Sheboygan, regarding the use of the adjacent parking lot for restaurant overflow seating and service.

STAFF COMMENTS:

The Director of Transit and Parking has directed Mr. Saunders to the City Clerk’s office to file his request since it does involve extension of the premise’s liquor license. This request will be filed with Transit Commission upon approval of the other requests in the communication. Since this was an official communication addressed to and received by the Director, it was passed along to the Transit Commission. The Transit Commission will not be required to take action on the request.

ACTION REQUESTED:

Staff recommends filing the request.

ATTACHMENTS:

- I. Letter from Mr. Jordan Saunders of Parker John’s BBQ & Pizza

01/08/2020

To whom it may concern,

In preparation for the 2020 Ryder Cup, my team and I at Parker John's are requesting the closure of the 6 parking stalls directly to the north of our restaurant. We, as many other businesses, are forecasting the population of Sheboygan to increase dramatically during the week and weekend of the Ryder Cup (September 21 - 27th). In an effort to accommodate the many extra visitors in town we would like the opportunity to set up a rented tent in the parking lot housing rented tables and chairs. Under the tent we would serve a limited menu taken from our regular in house menu, refreshments both alcoholic and non alcoholic and would have a TV broadcasting matches from the Ryder Cup. The tent would be open during our normal business hours.

We are requesting permission to follow through with this plan.

We would ask that additional electricity be made available while operating business under the tent.

We would request that our liquor license be extended through the parking lot area to allow for alcohol consumption.

There will be minor food preparation being done under the tent.

Please reach out with any questions or concerns.

Sincerely,

Jordan Saunders

General Manager, Parker John's BBQ & Pizza

jordan@viandhospitality.com

Restaurant: 920-453-0299

Mobile: 920-475-2628



FIVE YEAR CAPITAL NEEDS PLAN - 2021 through 2025

DRAFT 2-11-20

YEAR	ITEM	ESTIMATED COST	CONTCNGCY 0%	ESTIMATED COST	FUNDING SOURCE		PURCHASED	FED FUNDING SOURCE	CAPITAL ASSET REPLACES	LOCAL FUNDING SOURCE
					FEDERAL* 80%	LOCAL 20%				
2021	1 Replace one (1) paratransit vehicle**	\$0	\$0	\$0	\$0	\$0		5310	405	Sheboygan County
	2 Replace one (1) paratransit vehicle	\$80,000	\$0	\$80,000	\$64,000	\$16,000		5339/5310	406	City of Sheboygan
2021	Totals	\$80,000	\$0	\$80,000	\$64,000	\$16,000				
2022	1 Replace one (1) paratransit vehicle**	\$0	\$0	\$0	\$0	\$0		5310	445	Sheboygan County
	2 Replace three (3) fixed route buses (35 ft.)	\$1,380,000	\$0	\$1,380,000	\$1,104,000	\$276,000		VW Mitigation	3-300 Series	City of Sheboygan
2022	Totals	\$1,380,000	\$0	\$1,380,000	\$1,104,000	\$276,000				
2023	1 Transit Admin & Maintenance Facility Improvements	\$200,000	\$0	\$200,000	\$160,000	\$40,000		N/A	Admin Facility	City of Sheboygan
	2 Replace five (5) fixed route buses (35 ft.)	\$2,300,000	\$0	\$2,300,000	\$1,840,000	\$460,000		CMAQ	2-200/3-300	City of Sheboygan
	3 Replace one (1) paratransit vehicle**	\$0	\$0	\$0	\$0	\$0		5310	443	Sheboygan County
2023	Totals	\$2,500,000	\$0	\$2,500,000	\$2,000,000	\$500,000				
2024	1 Replace one (1) paratransit vehicle**	\$0	\$0	\$0	\$0	\$0		5310	444	Sheboygan County
2024	Totals	\$0	\$0	\$0	\$0	\$0				
2025	1 Replace one (1) paratransit vehicle**	\$0	\$0	\$0	\$0	\$0		5310	444	Sheboygan County
	2 Replace one (1) paratransit vehicle	\$85,000	\$0	\$85,000	\$68,000	\$17,000		5339/5310	447	City of Sheboygan
2025	Totals	\$85,000	\$0	\$85,000	\$68,000	\$17,000				
Grand Totals		\$4,045,000	\$0	\$4,045,000	\$3,236,000	\$809,000				

* Purchase used buses in 2022-2024 to replace 506 and 507.

Grants have been awarded;
Grants have been applied for
but no award as of yet;

CITY OF SHEBOYGAN

REQUEST FOR TRANSIT COMMISSION CONSIDERATION

ITEM DESCRIPTION: 3.9 2021-2025 Capital Improvements Program for Shoreline Metro and the Parking Utility

REPORT PREPARED BY: Derek Muench, Director of Transit & Parking

REPORT DATE: 2/11/20

MEETING DATE: 2/18/20

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

Shoreline Metro is presenting its annual 5-year Capital Improvement Program for consideration and discussion. Shoreline Metro’s capital needs for the next five years focus on fixed route and paratransit vehicle purchases. Other non-revenue vehicle purchases including a new improvements to the existing facility in 2023 is also included.

The Parking Utility is presenting its annual 5-year Capital Improvement Program for consideration and discussion. The Parking Utility’s capital needs for the next five years focus on vehicle purchases and lot rehabilitation and construction in Riverfront. An upgrade to meters is also proposed in 2022.

STAFF COMMENTS:

The 5-year Capital Improvement Program is not “all inclusive” with the majority of the projects contingent on funding. Items are projected or forecasted based on current needs and may move from year to year depending on importance or need. Individual purchases of capital assets may still require Transit Commission approval if over the threshold amount as set forth by the City of Sheboygan.

ACTION REQUESTED:

Staff recommends the support of the 5-year Capital Improvement Program covering the years of 2021-2025 and refer to the Capital Improvements Committee for consideration and acceptance.

ATTACHMENTS:

- I. 5-year Capital Needs worksheet for Transit
- II. 5-year Capital Needs worksheet for Parking



FIVE YEAR CAPITAL NEEDS PLAN - 2021 through 2025

2/11/2020

YEAR	ITEM	ESTIMATED COST	CONTNGNCY 0%	ESTIMATED COST	FUNDING SOURCES		PURCHASED
					OTHER	LOCAL	
2021	1 Replace 2006 GMC Pickup Truck	\$35,000		\$35,000		\$35,000	
2021	Totals	\$35,000	\$0	\$35,000	\$0	\$35,000	
2022	1 Replace 2008 John Deere Pro Gator	\$20,000	\$0	\$20,000	\$0	\$20,000	
	2 Replace Current Coin Meters/Purchase Digital Meters	\$250,000	\$0	\$250,000	\$0	\$250,000	
2022	Totals	\$270,000	\$0	\$270,000	\$0	\$270,000	
2023	1 Replace 2000 Chevrolet One-Ton Heavy Duty Pickup Truck	\$60,000	\$0	\$60,000	\$0	\$60,000	
2023	Totals	\$60,000	\$0	\$60,000	\$0	\$60,000	
2024	1 Parking lots in Riverfront East/West	\$600,000	\$0	\$600,000	\$0	\$600,000	
2024	Totals	\$600,000	\$0	\$600,000	\$0	\$600,000	
2025	1 No projects.	\$0	\$0	\$0	\$0	\$0	
2025	Totals	\$0	\$0	\$0	\$0	\$0	
Grand Totals		\$965,000	\$0	\$965,000	\$0	\$965,000	