

**\*\*\*ATTACHMENTS\*\*\***

## Muench, Derek

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**From:** Adams, Charles  
**Sent:** Wednesday, October 30, 2019 1:30 PM  
**To:** Muench, Derek  
**Subject:** RE: Meeting Documents

Thanks, Derek—

As we talked about when we met, I have reviewed the exclusion policy, and it includes all of the key points that I would look for in such a policy: clear and reasonable timelines, a two-level appeal process, clear requirements both for the appellant to begin the appeal and for those hearing the appeal once heard, clear steps throughout the process, reference to statutory and procedural rules and requirements, and a stay pending appeal. The policy is well-written .

Thanks,

Chuck

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**From:** Muench, Derek  
**Sent:** Monday, October 28, 2019 2:16 PM  
**To:** Adams, Charles  
**Subject:** Meeting Documents

Chuck:

Here's a link on our website to the policies:

<https://shorelinemetro.com/rider-services/customer-conduct-responsibilities/>

Thank you!

Derek

Derek Muench  
Director of Transit & Parking  
City of Sheboygan  
608 S Commerce Street  
Sheboygan, WI 53081  
(920) 459-3140



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## **CUSTOMER CONDUCT & RESPONSIBILITIES POLICY**

As approved by the Sheboygan Transit Commission on May 15, 2018.

### **HISTORY:**

**Original Draft:** May 2018

**TABLE OF CONTENTS**

*I. Purpose .....3*  
*II. Overview of Customer Conduct.....4*  
*III. Inappropriate Conduct on Buses or in Facilities.....4*  
*IV. Transit Exclusion Procedure .....6*  
*V. Appeals Process and Procedure .....7*  
*VI. Non-Compliance with Exclusion Order.....8*  
*VII. Contact Information.....14*

POLICY DISCLAIMER

*This policy has been accepted and adopted by the Sheboygan Transit Commission for use in the operations of Shoreline Metro and is jointly supported and approved by the Transit Director and Transit Commission.*

\_\_\_\_\_  
Transit Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commission Chair

\_\_\_\_\_  
Date

## I. PURPOSE

It is the mission of Shoreline Metro, a division of the City of Sheboygan, through the efforts of dedicated, well-trained employees, to provide safe, reliable, convenient, and efficient public transportation to the citizens and visitors of the Shoreline Metro service area. Shoreline Metro has established proper customer conduct and responsibilities to promote the safety and comfort of its riders, to facilitate the proper use of transit facilities and services, to protect transit facilities and employees, to assure the payment of fares and to ensure that Shoreline Metro vehicles and facilities are safe, welcoming and provide equitable access for all customers.

## II. OVERVIEW OF CUSTOMER CONDUCT

Individuals may not engage in inappropriate conduct on, at or in the facilities of Shoreline Metro, including at the Transfer Point, in shelters, at bus stops, and at administrative, operational, and maintenance facilities, or on buses used to provide fixed route or paratransit services. Inappropriate conduct includes any individual or group activity which is disruptive or injurious to other individuals lawfully using Shoreline Metro facilities or services; damaging or destructive to transit facilities or services; or disruptive, harassing, threatening or injurious to transit employees.

Inappropriate conduct may also constitute a violation of an ordinance or criminal law. The fact that an individual is or is not charged or convicted of an incident of inappropriate conduct does not bar investigation and/or exclusion under this Policy.

## III. INAPPROPRIATE CONDUCT ON BUSES OR IN FACILITIES

The following conduct is prohibited in all Shoreline Metro facilities, including but not limited to, buses, Transfer Point, and bus shelters except as specifically limited below. Any individual observed engaging in the conduct may be told by a Bus Operator or Operation Supervisor or other authorized individual to leave the facilities immediately and may be subject to arrest by proper authorities. The Bus Operator is authorized to request police assistance if necessary.

Customers are expected to be responsible transit riders and will refrain from the following:

- *Refusing to vacate designated front seats and designated wheelchair areas in buses for senior citizens and people with disabilities when requested by those persons or by the driver on their behalf;*
- *Eating or drinking with the exception of bus operators who have permission to do so when vehicles are not in motion;*
- *Using an audio device (e.g. portable radio, tape, CD player, TV, etc.), unless such equipment is used with earphones so that sound is limited to person's own listening only;*
- *Standing in front of the standee line at the front of the bus near the driver's seat;*

- *Bringing any animal on buses un-caged, except working animals that assist those with disabilities;*
- *Bringing on-board any large articles, packages, baggage, non-collapsible strollers or baby buggies which block the aisle and restrict the free movement of passengers;*
- *Engaging in indecent, profane, boisterous, unreasonably loud or otherwise disorderly conduct under circumstances in which such conduct tends to cause or provoke a disturbance. This is not intended to prohibit ordinary conversation between passengers in normal conversational tones;*
- *Having distracting conversations with Metro Bus Operators;*
- *Engaging in unauthorized canvassing, selling, soliciting or distributing any material onboard buses;*
- *Changing a child's diaper;*
- *Exhibiting inappropriate personal hygiene, i.e., an individual whose bodily hygiene is so offensive as to constitute a nuisance to other passengers;*
- *Boarding unattended minors: children six years of age and under must be closely accompanied at all times by an older responsible individual;*
- *Roller-skating, roller-blading, or skateboarding on buses;*
- *Hanging or swinging from stanchions or other bus equipment with feet off the floor;*
- *Hanging out, reaching out, or putting anything out of bus windows;*
- *Willfully refusing to pay a fare, or show specific fare media to the bus operator;*
- *Otherwise disorderly or inappropriate conduct which is inconsistent with the orderly and comfortable use of buses for their intended purpose.*

An individual found to have engaged in any of the following activities **may** be subjected to the Exclusion Procedure, described in Section VI; further legal action may be taken as applicable and appropriate:

- *Smoking on buses or in facilities. (See Section V below concerning lighting an incendiary device (e.g. match, lighter, or torch);*
- *Fighting;*
- *Bringing any items of a dangerous nature on-board buses including: weapons (pistols, rifles, knives or swords); flammable liquids; dangerous, toxic or poisonous substances; vessels containing caustic materials, chemicals, acids or alkalis; fishing rods which are not broken down or have unsecured or exposed hooks or lures, ski poles unless secured to skis or have tip covers; sheet glass and sharp objects. Fencing foils must be sheathed and left at the front of the bus with the bus operator;*
- *Behavior that is disruptive, harassing, or threatening in nature to Metro passengers or employees. This includes following or stalking passengers or employees;*
- *Causing sounds that are unreasonable and highly disruptive of other individuals using Shoreline Metro facilities or services, including but not limited to: prolonged loud, abusive, indecent, profane or drunken conduct;*
- *Misuse of fare media;*
- *Drinking alcoholic beverages or possessing open containers of alcoholic beverages;*

An individual found to have engaged in any of the following activities **will** be excluded from transit facilities and/or services pursuant to the process in Section VI, Exclusion Procedure:

- *Use of counterfeit or stolen fare media;*
- *Assault or threat of assault;*
- *Stealing or willfully damaging, defacing or destroying Shoreline Metro property. The City will prosecute anyone who steals or willfully damages, defaces or destroys Shoreline Metro property;*
- *Lighting an incendiary device (e.g. match, lighter, torch);*
- *Obstructing or interfering with the Bus Operator's safe operation of the bus;*
- *Indecent exposure;*
- *Entering or remaining on Shoreline Metro buses after having been notified by an authorized individual not to do so, or boarding or remaining on Shoreline Metro buses during the period when an individual has been banned from the premises.*

One or more of these violations may be enforceable by City of Sheboygan Codes 70-218 and 70-5 resulting in fines up to \$500.

#### **IV. TRANSIT EXCLUSION PROCEDURE**

Shoreline Metro staff will conduct a complete investigation of the incident including reviewing video, interviewing witnesses, and gathering evidence.

If a customer is found to be guilty of conduct that merits exclusion for transit services, an Operations Supervisor will issue a written exclusion letter including services affected by such exclusion. If continued use of transit facilities and/or services is made subject to safety conditions or restrictions (eg., presence of a parent or guardian in the case of a juvenile; accompaniment by a personal care attendant or aide), a conditional exclusion letter may be issued specifying that the individual will be subject to exclusion unless the imposed restrictions are complied with. The letter shall also advise the individual of his/her right to appeal the decision and include a copy of the appeal procedure. The Operation Supervisor shall provide a copy of the letter to the Transit Director and will inform all staff involved, who have a need to know, about the reasons for and length of the exclusion. At the discretion of the Operations Supervisor, a juvenile may be restricted to use of Metro services only when the juvenile is accompanied by a responsible designated adult for a designated period of time. The juvenile's parent or guardian must be notified of the restriction via certified mail. Failure to abide by the restriction may lead to exclusion under this policy.

#### **V. APPEALS PROCESS AND PROCEDURE**

Any appeal by or on behalf of the party subject to an exclusion order shall be submitted in writing to the Transit Director within ten days after service by mail of the Transit Director's determination. The communication shall state with specificity the grounds for the appeal. The determination of the Transit Director to exclude an individual shall be

stayed pending the appeal to the Transit Director. The Transit Director shall review and may reconsider or modify the decision to exclude an individual, following investigation of the matter and shall specify in writing within fourteen business days of receipt of the appeal the reasons for rescission or modification, if applicable, to the appellant. The Transit Director will seek review of a draft written response by the City Attorney's Office before issuing the response to an individual subject to an exclusion order.

**APPEAL:** The aggrieved party may appeal the Transit Director determination within ten days after service by mail of the Transit Director determination, by written notice of appeal filed with the Transit Director and the, c/o Shoreline Metro, 608 S Commerce, Sheboygan, WI 53081. The Transit Commission Chair will hear the appeal. This Commission shall hold a hearing within 30 days after the notice has been filed. Notice of the hearing including a statement of the time, place and nature of the hearing shall be mailed to the aggrieved party and the Transit Director at least ten (10) days prior to the hearing. Exclusion orders for some violations shall be stayed pending appeal to the Transit Commission. Exclusion orders for more severe violations shall not be stayed pending an appeal, unless the Transit Commission finds that a stay is warranted and necessary under the particular circumstances. A request for stay shall be made in writing by the aggrieved party stating the specific reasons for the request.

**HEARING:** At the hearing, the appellant may be represented by counsel, may present evidence, and may call and examine witnesses and cross-examine witnesses of the other party. The Chairman of the Transit Commission shall conduct the hearing and shall follow the Rules of Evidence provided in Wisconsin Statute Section 227.45, for administrative proceedings. The staff shall record all of the proceedings on tape.

**DECISION:** Within 30 days of the completion of the hearing, the Transit Commission shall issue a written decision stating the reasons therefore. The Transit Commission shall make a finding on whether it is more probable than not that the excluded individual engaged in the conduct which was the basis for the exclusion. Based on testimony and the evidence in the record, the Transit Commission shall have the power to affirm or reverse the written determination or to remand it to the Transit Director with instructions for reconsideration consistent with its decision. The decision, except for remand, shall be a final determination for the purposes of judicial review.

**VI. NON-COMPLIANCE WITH EXCLUSION ORDER**

If an individual subject to an exclusion order enters the specified facilities or services before the return date listed in the exclusion letter, police will be called and individual will be subject to arrest for trespassing under City ordinance.

**VII. CONTACT INFORMATION**

Communication relating to this policy involving a request of an appeal must be directed to: Transit Director, 608 S Commerce Street, Sheboygan, WI 53081.

**CITY OF SHEBOYGAN**

**REQUEST FOR TRANSIT COMMISSION CONSIDERATION**

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**ITEM DESCRIPTION:** 3.2 Customer Conduct Policy for Shoreline Metro

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

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**REPORT DATE:** 11/5/19

**MEETING DATE:** 11/19/19

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**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

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**BACKGROUND / ANALYSIS:**

At the May 2018 Transit Commission meeting, the Transit Commission approved the Shoreline Metro Customer Conduct and Responsibilities Policy pending review by City Attorney Charles Adams and no major revisions. The policy has been reviewed by the City Attorney with no major changes. With the recent behavioral issues involving students at several schools, it's important that the policy is again reviewed, approved and implemented.

**STAFF COMMENTS:**

The Transit Commission is a critical part of this policy as the Commission will be a part of the appeals process and procedure. This policy is in accordance with the Federal Transit Administration requirements.

The Director will use this policy to address any and all conduct issues on board a bus or at any Shoreline Metro facility. Approval by the Transit Commission is not required but acceptance and approval will solidify the policy and demonstrate support for the policy and the procedures involved when excluding, or suspending, a customer's right to service.

There is an email attached from City Attorney Charles Adams on the support for this policy.

**ACTION REQUESTED:**

Motion to accept and approve the Customer Conduct Policy as presented by the Director of Transit & Parking and allow the Director of Transit & Transit to implement policy for Shoreline Metro.

**ATTACHMENTS:**

- I. Customer Conduct Policy 2019;
- II. Email Communication from City Attorney Charles Adams;

**AGREEMENT FOR TRANSIT SERVICE  
BETWEEN THE CITY OF SHEBOYGAN AND THE VILLAGE OF KOHLER**

THIS AGREEMENT, made by and between the City of Sheboygan, a municipal corporation of the State of Wisconsin, with principal offices located at 828 Center Avenue, Sheboygan, Wisconsin, hereafter referred to as SHEBOYGAN; and the Village of Kohler, a Wisconsin village with principal offices located at 319 Highland Drive, Kohler, Wisconsin, hereinafter referred to as KOHLER;

WITNESSETH:

WHEREAS, SHEBOYGAN currently owns and operates a transit system, providing service in the Sheboygan metropolitan area; and

WHEREAS, SHEBOYGAN has established a transit commission (hereinafter referred to as COMMISSION) pursuant to § 66.1021, Wis. Stats., which commission is responsible for the maintenance and operation of SHEBOYGAN's comprehensive, unified local transportation system (hereinafter referred to as SHORELINE METRO); and

WHEREAS, both the Federal Transportation Administration of the U.S. Department of Transportation and the State of Wisconsin Department of Transportation assist in the subsidization of the operating deficit under formula grant programs; and

WHEREAS, KOHLER seeks to contract with SHEBOYGAN for the provision of public transit services from SHEBOYGAN to and within KOHLER; and

WHEREAS, the purpose of this agreement is to set forth the terms and conditions under which transit service is to be provided by SHEBOYGAN to KOHLER.

NOW, THEREFORE, the parties hereto agree as follows:

**1. SERVICES & SERVICE LEVEL**

During the term of this agreement, SHORELINE METRO shall operate regularly scheduled fixed route bus service to KOHLER as described in Attachment A. In addition, SHORELINE METRO will provide door-to-door accessible paratransit service to individuals unable to use the fixed route bus service in KOHLER in accordance with Adults with Disabilities Act of 1992 (ADA). Any changes to the level of bus service as described in Attachment A will require the prior approval of the COMMISSION and the appropriate legislative body of KOHLER. Such changes in service levels may require a corresponding adjustment in the percentage share of the Local Match for Services to KOHLER.

**2. FARE STRUCTURE**

During the term of this agreement, the COMMISSION shall be solely responsible for setting bus fares.

**3. DESIGNATION OF RESPONSIBILITY**

SHEBOYGAN designates SHORELINE METRO as the provider of the services set forth in this agreement.

**4. PAYMENT SCHEDULE**

KOHLER agrees to pay SHEBOYGAN an amount equal to its proportionate share of projected annual net operating deficit incurred by SHORELINE METRO. In 2020, this amount is equal to **\$13,366**. KOHLER

agrees to make quarterly payments in four equal installments of **\$3,341.50** during the calendar year due on or before the following dates: March 30, June 30, September 30, and December 31. SHEBOYGAN shall invoice KOHLER for such payments prior to each date.

Additionally, KOHLER will be invoiced a fixed annual cost to be used towards the replacement of vehicles used to provide public transit to the community.

The amount is calculated using the following formula:

$$\begin{array}{rclcl} \$92,000 & & 50\% & / & 15 \\ \text{Cost of a new bus} & \times & \text{Percent bus is used in} & & \text{Average lifetime} \\ \text{(20\% Local Share)} & & \text{Sheboygan Falls and Kohler} & & \text{years of bus} \end{array}$$

This amount is equal to \$3,067.00 which is then allocated out between Sheboygan Falls (75%) and Kohler (25%) based on route mileage in each community. KOHLER would be responsible for **\$767.00** annually from 2020-2034 and will be paid as part of the fourth quarter payment to SHEBOYGAN.

SHEBOYGAN may assess a penalty for payments that are not made within 30-days of invoice date equivalent to 1% of the payment amount.

5. **INSURANCE**

SHEBOYGAN shall carry and keep in force insurance coverage insuring SHEBOYGAN against liability for personal injuries or property damage arising out of the operation of such bus service, and covering each and all of the buses used by SHEBOYGAN in service provided to KOHLER.

6. **OPERATING AUTHORITY**

SHEBOYGAN shall have sole and ultimate authority and responsibility for the operation, control, and direction of bus service operated within KOHLER, pursuant to this agreement, and in accordance with terms herein.

7. **RECORDS/INFORMATION**

SHEBOYGAN shall, at the request of KOHLER, provide any and all information pertaining to the operations of SHORELINE METRO as long as providing such information is consistent with SHEBOYGAN policy. Information may include such things as meeting notices, minutes, policies, procedures, notifications, etc. Such requests shall be presented to SHEBOYGAN via writing and such requests shall be made ten (10) days in advance.

8. **MEDIATION OF DISPUTES**

Any disputes over the interpretation of application of this agreement which cannot be resolved by the parties shall be submitted to a mediator before any legal action may be taken in a court of law. Said mediator may be a representative of the Wisconsin Department of Transportation.

9. **FORCE MAJEURE**

In no event shall SHEBOYGAN be deemed to be in default of any provision of this agreement for failure to perform, where such failure is due to strikes, walkouts, riots, civil insurrections or disorders, act of God, adverse weather conditions, or for any other cause or causes beyond the control of SHEBOYGAN.

10. TERMINATION

Either party may terminate this agreement one hundred and twenty (120) days following delivery of a written notice to the other party. If KOHLER terminates this agreement, KOHLER will agree to pay for pro-rated service costs up to and including the last day of service.

11. TERM OF AGREEMENT

This agreement shall remain in effect for 2020 or until modified or terminated and will be binding upon the parties mutually and upon their successors and assigns.

12. LOCAL MATCH FOR SERVICES

Subject to KOHLER approval, SHEBOYGAN shall, on an annual basis, determine the local share responsibility for KOHLER. This amount will be based on the level of service desired by KOHLER for the calendar year. The local match is comprised of total costs of providing service, total revenues from service, and federal and state funding mass transit aids. Costs of providing service are calculated annually.

The local share for the service level provided to KOHLER for 2020 is **\$13,366**. Any changes to the service level, operational costs and revenues, changes in state mass transit aids or changes in federal mass transit aids may cause the local share to change. SHORELINE METRO shall notify KOHLER during the budget process of its local share contribution for the following year.

IN WITNESS WHEREOF, the parties have affixed their hands and seals

DATED THIS 4th DAY OF November, 2019.

VILLAGE OF KOHLER

CITY OF SHEBOYGAN

BY: 

BY: \_\_\_\_\_

Name: Thomas R. Schnettler

Name: \_\_\_\_\_

Title: Village President

Title: \_\_\_\_\_

ATTEST:

ATTEST:



\_\_\_\_\_

Name: Laurie Lindow

Name: \_\_\_\_\_

Title: Clerk-Treasurer

Title: \_\_\_\_\_

## ATTACHMENT A

### City of Sheboygan (Shoreline Metro) Service Agreement

#### Village of Kohler Level of Service

1. FIXED ROUTE - Weekdays (Monday through Friday)

<u>Route</u>	<u>Daily Trips</u>	<u>Run Times</u>	<u>Headway</u>	<u>% Billed</u>
20 North	4	5:45 a.m.	:60 min.	25%
		6:45 a.m.	:60 min.	25%
		11:15 a.m.	:60 min.	25%
		5:45 p.m.	:60 min.	25%
20 South	4	9:15 a.m.	:60 min.	25%
		1:15 p.m.	:60 min.	25%
		3:45 p.m.	:60 min.	25%
		7:45 p.m.	:60 min.	25%
Kohler Special	1	7:15 a.m.	:30 min.	100%

2. FIXED ROUTE - Saturdays

<u>Route</u>	<u>Daily Trips</u>	<u>Run Times</u>	<u>Headway</u>	<u>% Billed</u>
20 North	3	9:15 a.m.	:60 min.	25%
		12:15 p.m.	:60 min.	25%
		3:15 p.m.	:60 min.	25%
20 South	4	11:15 a.m.	:60 min.	25%
		1:15 p.m.	:60 min.	25%

3. PARATRANSIT - Weekdays (Monday through Friday)

Service shall be provided from 5:45 a.m. to 8:45 p.m. Trips may be taken in accordance with Shoreline Metro policy.

4. PARATRANSIT - Saturdays

Service shall be provided from 7:45 a.m. to 5:45 p.m. Trips may be taken in accordance with Shoreline Metro policy.

NOTES:

- No service will be provided on major holidays including New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day.
- Service on Christmas Eve and New Year's Eve may be altered depending on the day of the week these holiday fall on in a particular year.

**ATTACHMENT B**

**City of Sheboygan (Shoreline Metro) Service Agreement  
Current Schedule of Bus Fares and Media**

**Adult**

Cash Fare.....\$1.75 per trip  
Token.....\$13.00 (pack of 10)

**Student**

Cash Fare.....\$1.75 per trip  
Token.....\$11.00 (pack of 10)

**Senior Citizen/Disabled**

Cash Fare.....\$0.85 per trip  
Punch Pass .....\$8.50 (10 rides)

**All Customers**

Monthly Pass.....\$48.00  
Day Pass .....\$3.00  
Children Under 5 years of age .....FREE w/ Fare Paying Adult

**NOTES:**

- Children under 5 years of age may ride free when accompanied by a fare paying adult passenger.
- Students must be under high school age or younger enrolled full time at a primary or secondary school.
- Senior citizens and individuals with a disability may ride at the reduced fare upon presentation of proper identification recognized by Shoreline Metro. Identification cards are available for eligible disabled customers.
- Transfers between routes at the Transfer Station are available without charge. One transfer will be allowed for each paid fare. Transfers are for immediate use and cannot be used at any other location along the route.

**CITY OF SHEBOYGAN**

**REQUEST FOR TRANSIT COMMISSION CONSIDERATION**

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**ITEM DESCRIPTION:** 3.3 Service Agreement with Village of Kohler

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

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**REPORT DATE:** 11/5/19

**MEETING DATE:** 11/19/19

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**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

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**BACKGROUND / ANALYSIS:**

Shoreline Metro provides service annually to the Village of Kohler. However, there has never been a formal service agreement for such services. The Director of Transit & Parking has finalized agreements for municipalities that receive transit service from the City of Sheboygan. The agreement has been signed and accepted by the Village of Kohler on November 4, 2019.

**STAFF COMMENTS:**

The agreement has been reviewed by City Attorney Charles Adams and is supported by the Director of Transit & Parking and recommends passage of the agreement. The agreement will not be required to be approved and signed each year by the Transit Commission unless there are changes to the agreement. The annual local share may change but the contract allows for changes in the amount paid by the Village of Kohler without approving the agreement annually.

This agreement is different than the current agreement as it now includes a local match payment annually towards the replacement of a bus used to provide service to the Village of Kohler. The payment cycle is over the expected lifetime of the bus (15 years). The 2020 agreement also has an increase due to the cost of service increasing from 2019 to 2020.

**ACTION REQUESTED:**

Motion to accept and approve the agreement for service between the City of Sheboygan and the Village of Kohler for service to commence on 1/1/2020 in accordance with agreement and recommend acceptance and approval by the Sheboygan Common Council.

**ATTACHMENTS:**

- I. Service agreement between the City of Sheboygan and Village of Kohler;

**CITY OF SHEBOYGAN**

**REQUEST FOR TRANSIT COMMISSION CONSIDERATION**

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**ITEM DESCRIPTION:** 3.4 Service Agreement with City of Sheboygan Falls

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

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**REPORT DATE:** 11/13/19

**MEETING DATE:** 11/19/19

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**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

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**BACKGROUND / ANALYSIS:**

Shoreline Metro provides service annually to the City of Sheboygan Falls. However, there has never been a formal service agreement for such services. The Director of Transit & Parking has finalized agreements for municipalities that receive transit service from the City of Sheboygan. The agreement has been signed and accepted by the City of Sheboygan Falls on November 13, 2019.

**STAFF COMMENTS:**

The agreement has been reviewed by City Attorney Charles Adams and is supported by the Director of Transit & Parking and recommends passage of the agreement. The agreement will not be required to be approved and signed each year by the Transit Commission unless there are changes to the agreement. The annual local share may change but the contract allows for changes in the amount paid by the City of Sheboygan Falls without approving the agreement annually.

This agreement is different than the current agreement as it now includes a local match payment annually towards the replacement of a bus used to provide service to the City of Sheboygan Falls. The payment cycle is over the expected lifetime of the bus (15 years). The 2020 agreement also has an increase due to the cost of service increasing from 2019 to 2020.

**ACTION REQUESTED:**

Motion to accept and approve the agreement for service between the City of Sheboygan and the City of Sheboygan Falls for service to commence on 1/1/2020 in accordance with agreement and recommend acceptance and approval by the Sheboygan Common Council.

**ATTACHMENTS:**

- I. Service agreement between the City of Sheboygan and City of Sheboygan Falls;

**AGREEMENT FOR TRANSIT SERVICE  
BETWEEN THE CITY OF SHEBOYGAN AND THE CITY OF SHEBOYGAN FALLS**

THIS AGREEMENT, made by and between the City of Sheboygan, a municipal corporation of the State of Wisconsin, with principal offices located at 828 Center Avenue, Sheboygan, Wisconsin, hereafter referred to as SHEBOYGAN; and the City of SHEBOYGAN FALLS, a Wisconsin city with principal offices located at 375 Buffalo Street, Sheboygan Falls, Wisconsin, hereinafter referred to as SHEBOYGAN FALLS;

**WITNESSETH:**

WHEREAS, SHEBOYGAN currently owns and operates a transit system, providing service in the Sheboygan metropolitan area; and

WHEREAS, SHEBOYGAN has established a transit commission (hereinafter referred to as COMMISSION) pursuant to § 66.1021, Wis. Stats., which commission is responsible for the maintenance and operation of SHEBOYGAN's comprehensive, unified local transportation system (hereinafter referred to as SHORELINE METRO); and

WHEREAS, both the Federal Transportation Administration of the U.S. Department of Transportation and the State of Wisconsin Department of Transportation assist in the subsidization of the operating deficit under formula grant programs; and

WHEREAS, SHEBOYGAN FALLS seeks to contract with SHEBOYGAN for the provision of public transit services from SHEBOYGAN to and within SHEBOYGAN FALLS; and

WHEREAS, the purpose of this agreement is to set forth the terms and conditions under which transit service is to be provided by SHEBOYGAN to SHEBOYGAN FALLS.

NOW, THEREFORE, the parties hereto agree as follows:

**1. SERVICES & SERVICE LEVEL**

During the term of this agreement, SHORELINE METRO shall operate regularly scheduled fixed route bus service to SHEBOYGAN FALLS as described in Attachment A. In addition, SHORELINE METRO will provide door-to-door accessible paratransit service to individuals unable to use the fixed route bus service in SHEBOYGAN FALLS in accordance with Adults with Disabilities Act of 1992 (ADA). Any changes to the level of bus service as described in Attachment A will require the prior approval of the COMMISSION and the appropriate legislative body of SHEBOYGAN FALLS. Such changes in service levels may require a corresponding adjustment in the percentage share of the Local Match for Services to SHEBOYGAN FALLS.

**2. FARE STRUCTURE**

During the term of this agreement, the COMMISSION shall be solely responsible for setting bus fares.

**3. DESIGNATION OF RESPONSIBILITY**

SHEBOYGAN designates SHORELINE METRO as the provider of the services set forth in this agreement.

**4. PAYMENT SCHEDULE**

SHEBOYGAN FALLS agrees to pay SHEBOYGAN an amount equal to its proportionate share of projected annual net operating deficit incurred by SHORELINE METRO. In 2020, this amount is equal to **\$38,696**.

SHEBOYGAN FALLS agrees to make quarterly payments in four equal installments of **\$9,674.00** during the calendar year due on or before the following dates: March 30, June 30, September 30, and December 31. SHEBOYGAN shall invoice SHEBOYGAN FALLS for such payments prior to each date.

Additionally, SHEBOYGAN FALLS will be invoiced a fixed <sup>^ 2020 (SMT)</sup> annual cost to be used towards the replacement of vehicles used to provide public transit to the community.

The amount is calculated using the following formula:

$$\begin{array}{rclcl} \$92,000 & & 50\% & / & 15 \\ \text{Cost of a new bus} & \times & \text{Percent bus is used in} & & \text{Average lifetime} \\ \text{(20\% Local Share)} & & \text{Sheboygan Falls and Kohler} & & \text{years of bus} \end{array}$$

This amount is equal to \$3,067.00 which is then allocated out between Sheboygan Falls (75%) and Kohler (25%) based on route mileage in each community. SHEBOYGAN FALLS would be responsible for **\$2,300.00** annually from 2020-2034 and will be paid as part of the fourth quarter payment to SHEBOYGAN.

<sup>v for 2020 which (SMT)</sup>  
SHEBOYGAN may assess a penalty for payments that are not made within 30-days of invoice date equivalent to 1% of the payment amount.

#### 5. INSURANCE

SHEBOYGAN shall carry and keep in force insurance coverage insuring SHEBOYGAN against liability for personal injuries or property damage arising out of the operation of such bus service, and covering each and all of the buses used by SHEBOYGAN in service provided to SHEBOYGAN FALLS.

#### 6. OPERATING AUTHORITY

SHEBOYGAN shall have sole and ultimate authority and responsibility for the operation, control, and direction of bus service operated within SHEBOYGAN FALLS, pursuant to this agreement, and in accordance with terms herein.

#### 7. RECORDS/INFORMATION

SHEBOYGAN shall, at the request of SHEBOYGAN FALLS, provide any and all information pertaining to the operations of SHORELINE METRO as long as providing such information is consistent with SHEBOYGAN policy. Information may include such things as meeting notices, minutes, policies, procedures, notifications, etc. Such requests shall be presented to SHEBOYGAN via writing and such requests shall be made ten (10) days in advance.

#### 8. MEDIATION OF DISPUTES

Any disputes over the interpretation of application of this agreement which cannot be resolved by the parties shall be submitted to a mediator before any legal action may be taken in a court of law. Said mediator may be a representative of the Wisconsin Department of Transportation.

#### 9. FORCE MAJEURE

In no event shall SHEBOYGAN be deemed to be in default of any provision of this agreement for failure to perform, where such failure is due to strikes, walkouts, riots, civil insurrections or disorders, act of God, adverse weather conditions, or for any other cause or causes beyond the control of SHEBOYGAN.

#### 10. TERMINATION

Either party may terminate this agreement one hundred and twenty (120) days following delivery of a written notice to the other party. If SHEBOYGAN FALLS terminates this agreement, SHEBOYGAN FALLS will agree to pay for pro-rated service costs up to and including the last day of service.

**11. TERM OF AGREEMENT**

This agreement shall remain in effect until modified or terminated and will be binding upon the parties mutually and upon their successors and assigns.

**12. LOCAL MATCH FOR SERVICES**

SHEBOYGAN shall, on an annual basis, determine the local share responsibility for SHEBOYGAN FALLS. This amount will be based on the level of service desired by SHEBOYGAN FALLS for the calendar year. The local match is comprised of total costs of providing service, total revenues from service, and federal and state funding mass transit aids. Costs of providing service are calculated annually.

The local share for the service level provided to SHEBOYGAN FALLS for 2020 is **\$38,696**. Any changes to the service level, operational costs and revenues, changes in state mass transit aids or changes in federal mass transit aids may cause the local share to change. SHORELINE METRO shall notify SHEBOYGAN FALLS during the budget process of its local share contribution for the following year.

IN WITNESS WHEREOF, the parties have affixed their hands and seals

DATED THIS 13<sup>th</sup> DAY OF November, 2019.

CITY OF SHEBOYGAN FALLS

CITY OF SHEBOYGAN

BY: Shad Tenpas

BY: \_\_\_\_\_

Name: Shad Tenpas (SMT)

Name: \_\_\_\_\_

Title: City Administrator

Title: \_\_\_\_\_

ATTEST:

ATTEST:

Alyssa Walford

\_\_\_\_\_

Name: Alyssa Walford

Name: \_\_\_\_\_

Title: City Clerk/Treasurer

Title: \_\_\_\_\_