ATTACHMENTS

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%		$22,586	($22,586)	-100.0%		$24,500	($24,500)	-100.0%		$21,190	($21,190)	-100.0%
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%		$29,652	($29,652)	-100.0%		$33,894	($33,894)	-100.0%		$44,697	($44,697)	-100.0%
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%**	**$0**	**$52,238**	**($52,238)**	**-100.0%**	**$0**	**$58,394**	**($58,394)**	**-100.0%**	**$0**	**$65,887**	**($65,887)**	**-100.0%**
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%		2,857	(2,857)	-100.0%		3,102	(3,102)	-100.0%		2,759	(2,759)	-100.0%
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%		2.74	(2.74)	-100.0%		2.81	(2.81)	-100.0%		2.60	(2.60)	-100.0%
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%		48,775	(48,775)	-100.0%		49,395	(49,395)	-100.0%		39,918	(39,918)	-100.0%
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%		15.35	(15.35)	-100.0%		15.23	(15.23)	-100.0%		12.02	(12.02)	-100.0%
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%**	**0**	**51,632**	**(51,632)**	**-100.0%**	**0**	**52,497**	**(52,497)**	**-100.0%**	**0**	**42,677**	**(42,677)**	**-100.0%**

	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		$22,266	($22,266)	-100.0%		$23,511	($23,511)	-100.0%		$20,559	($20,559)	-100.0%		$24,326	($24,326)	-100.0%		$21,573	($21,573)	-100.0%		$19,533	($19,533)	-100.0%
Shoreline Metro		$25,902	($25,902)	-100.0%		$28,663	($28,663)	-100.0%		$28,522	($28,522)	-100.0%		$32,217	($32,217)	-100.0%		$30,794	($30,794)	-100.0%		$26,899	($26,899)	-100.0%
MONTH TOTALS	**$0**	**$48,168**	**($48,168)**	**-100.0%**	**$0**	**$52,174**	**($52,174)**	**-100.0%**	**$0**	**$49,081**	**($49,081)**	**-100.0%**	**$0**	**$56,543**	**($56,543)**	**-100.0%**	**$0**	**$52,367**	**($52,367)**	**-100.0%**	**$0**	**$46,432**	**($46,432)**	**-100.0%**
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		2,789	(2,789)	-100.0%		2,963	(2,963)	-100.0%		2,640	(2,640)	-100.0%		3,174	(3,174)	-100.0%		2,919	(2,919)	-100.0%		2,580	(2,580)	-100.0%
Trips/Revenue Hour		2.61	(2.61)	-100.0%		2.58	(2.58)	-100.0%		2.73	(2.73)	-100.0%		2.77	(2.77)	-100.0%		2.80	(2.80)	-100.0%		2.74	(2.74)	-100.0%
Shoreline Metro		41,658	(41,658)	-100.0%		45,430	(45,430)	-100.0%		51,683	(51,683)	-100.0%		66,024	(66,024)	-100.0%		59,593	(59,593)	-100.0%		53,494	(53,494)	-100.0%
Trips/Revenue Hour		12.91	(12.91)	-100.0%		13.81	(13.81)	-100.0%		15.78	(15.78)	-100.0%		18.01	(18.01)	-100.0%		18.70	(18.70)	-100.0%		16.57	(16.57)	-100.0%
MONTH TOTALS	**0**	**44,447**	**(44,447)**	**-100.0%**	**0**	**48,393**	**(48,393)**	**-100.0%**	**0**	**54,323**	**(54,323)**	**-100.0%**	**0**	**69,198**	**(69,198)**	**-100.0%**	**0**	**62,512**	**(62,512)**	**-100.0%**	**0**	**56,074**	**(56,074)**	**-100.0%**

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**
Metro Connection	$72,568	$69,371	($3,197)	*-4%*	***Metro Connection***	8,875	8,390	-485	*-5%*	2.74	2.74	3,240	3,061	41,189	39,140
Shoreline Metro	$119,556	$80,242	($39,314)	*-33%*	***Shoreline Metro***	143,744	166,667	22,923	*16%*	15.41	18.37	9,341	9,069	134,170	129,108

2019 FIRST QUARTER REPORT

SHORELINE METRO.COM

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%		$9,298	(9,298.00)	-100.0%		$9,124	(9,124.00)	-100.0%		$11,543	(11,543.00)	-100.0%
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%		$5,859	(5,859.00)	-100.0%		$271	(271.00)	-100.0%		$14,102	(14,102.00)	-100.0%
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%**	**$0**	**$15,157**	**(15,157.00)**	**-100.0%**	**$0**	**$9,395**	**(9,395.00)**	**-100.0%**	**$0**	**$25,645**	**(25,645.00)**	**-100.0%**

	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		$13,022	(13,022.00)	-100.0%		$10,382	(10,382.00)	-100.0%		$7,309	(7,309.00)	-100.0%		$19,381	(19,381.00)	-100.0%		$10,567	(10,567.00)	-100.0%		$15,093	(15,093.00)	-100.0%
Stall Rentals		$9,330	(9,330.00)	-100.0%		$3,643	(3,643.00)	-100.0%		$14,633	(14,633.00)	-100.0%		$33,402	(33,402.00)	-100.0%		$4,951	(4,951.00)	-100.0%		$12,861	(12,861.00)	-100.0%
MONTH TOTALS	**$0**	**$22,352**	**(22,352.00)**	**-100.0%**	**$0**	**$14,025**	**(14,025.00)**	**-100.0%**	**$0**	**$21,942**	**(21,942.00)**	**-100.0%**	**$0**	**$52,783**	**(52,783.00)**	**-100.0%**	**$0**	**$15,518**	**(15,518.00)**	**-100.0%**	**$0**	**$27,954**	**(27,954.00)**	**-100.0%**

REVENUE COMPARISON BY YEAR				
ANNUAL TOTALS	**2018 YTD**	**2019 YTD**	**Difference**	**% Change**
Meters	$136,125	$28,898	(107,227.04)	-78.8%
Stall Rentals	$139,313	$53,314	(85,999.00)	-61.7%
TOTAL REVENUE	***$275,438***	***$82,212***	***(193,226.04)***	**-70.2%**

REVENUE COMPARISON BY QUARTER							
FIRST QUARTER		**SECOND QUARTER**		**THIRD QUARTER**		**FOURTH QUARTER**	
2018	**2019**	**2018**	**2019**	**2018**	**2019**	**2018**	**2019**
$30,406	$28,898	$29,965	$0	$30,713	$0	$45,041	$0
$40,261	$53,314	$20,232	$0	$27,606	$0	$51,214	$0
$70,667	***$82,212***	***$50,197***	***$0***	***$58,319***	***$0***	***$96,255***	***$0***

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		12																
Lot 3	$284.36	6	$59.72	6	$104.27	10		10																
Lot 3 METERS	$0.00		$0.00		$0.00																			
Lot 4 METERS	$1,509.96		$1,899.13		$2,279.68																			
Lot 5	$85.31	32	$0.00	32	$85.31	32		32																
Lot 7	$6,170.62	36	$0.00	38	$640.76	38		38																
Lot 7 METERS	$89.17		$222.93		$0.00																			
Lot 8	$282.74	24	$0.00	24	$992.54	24		24																
Lot 9	$1,635.07	39	$71.09	39	$1,854.02	41		41																
Lot 9 METERS	$0.00		$0.00		$739.62																			
Lot 10	$710.90	10	$0.00	10	$710.00	10		10																
Lot 11	$255.93	8	$255.93	8	$255.93	7		7																
Lot 13	$2,185.81	48	$962.09	48	$2,782.98	44		44																
Lot 14	$1,691.94	107	$99.53	108	$13,619.92	105		105																
Lot 14 METERS	$0.00		$0.00		$0.00																			
LOT 17	$895.74	23	$0.00	24	$3,146.92	24		24																
Lot 18	$3,497.71	41	$0.00	41	$3,497.71	41		41																
On-Street Meters	$6,825.25		$5,860.90		$9,472.32																			
On-Street Permits	$2,142.11	127	$460.66	125	$3,525.01	127		127																

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

Through 3/30/2019

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	$69,371	$300,000	$69,371	$0	$0	$0	$69,371
Shoreline Metro	$436,730	$450,000	$80,242	$450,000	$80,242	$0	$0	$0	$80,242
Totals	$718,927	$750,000	$149,613	$750,000	$149,613	$0	$0	$0	$149,613
TRANSIT RIDERSHIP & BENCHMARKS									
Metro Connection	35,589	34,000	8,390	34,000	8,390	0	0	0	8,390
Trip/Revenue Hour	*2.84*	*2.75*	*2.74*	*2.75*	2.74	0.00	0.00	0.00	0.68
Shoreline Metro	529,726	530,000	166,667	530,000	166,667	0	0	0	166,667
Trip/Revenue Hour	*14.11*	*13.00*	*18.37*	*13.00*	18.37333333	0.00	0.00	0.00	4.59
Totals	565,315	564,000	175,057	564,000	175,057	0	0	0	175,057

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	$28,898	$127,950	$28,898	$0	$0	$0	$28,898
Stall Rentals	$139,313	$122,200	$53,314	$122,200	$53,314	$0	$0	$0	$53,314
Totals	$275,438	$250,150	$82,212	$250,150	$82,212	$0	$0	$0	$82,212

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	$0.00	12	$0.00	0	$0.00	0	$350.91	48
Lot 3	$448.35	22	$0.00	10	$0.00	0	$0.00	0	$448.35	32
Lot 4	$5,688.77	N/A	$0.00	N/A	$0.00	N/A	$0.00	N/A	$5,688.77	N/A
Lot 5	$170.62	96	$0.00	32	$0.00	0	$0.00	0	$170.62	128
Lot 7	$6,811.38	112	$0.00	38	$0.00	0	$0.00	0	$6,811.38	150
Lot 8	$1,275.28	72	$0.00	0	$0.00	0	$0.00	0	$1,275.28	72
Lot 9	$4,299.80	119	$0.00	41	$0.00	0	$0.00	0	$4,299.80	160
Lot 10	$1,420.90	30	$0.00	0	$0.00	0	$0.00	0	$1,420.90	30
Lot 11	$767.79	23	$0.00	7	$0.00	0	$0.00	0	$767.79	30
Lot 13	$5,930.88	140	$0.00	44	$0.00	0	$0.00	0	$5,930.88	184
Lot 14	$15,411.39	320	$0.00	105	$0.00	0	$0.00	0	$15,411.39	425
Lot 17	$4,042.66	71	$0.00	0	$0.00	0	$0.00	0	$4,042.66	71
Lot 18	$6,995.42	123	$0.00	41	$0.00	0	$0.00	0	$6,995.42	164
On-Street Meters	$22,158.47	N/A	$0.00	N/A	$0.00	N/A	$0.00	N/A	$22,158.47	N/A
On-Street Permits	$6,127.78	379	$0.00	127	$0.00	0	$0.00	0	$6,127.78	506

CITY OF SHEBOYGAN

REQUEST FOR TRANSIT COMMISSION CONSIDERATION

ITEM DESCRIPTION: 3.1 Transit & Parking First Quarter Report for 2019

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

REPORT DATE: 5/9/19 **MEETING DATE:** 5/21/19

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 reports for the first 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 first quarter report:

- Shoreline Metro ridership was up 16% for the quarter with revenue down by 33%. Overall ridership is up for the year by 16% with revenue down 33% 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 2018.

- Metro Connection ridership was down 5% for the quarter with revenue down 4%. Overall ridership is down 5% with revenue down 4% for the year.
    - Ridership has decreased this quarter (typically linked with cold winter weather). Revenue trips for the first quarter were 2.74 per hour and 2.74 for the year. This marks no change in productivity from 2018.

- Parking Utility revenue was up significantly in the first quarter over the same period in 2018. Overall, revenue is up 16.3% 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 permits (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 2018. This seems to be an ongoing issue that has been related to changeover in management in the IT department that has caused delays in the process.

ACTION REQUESTED:

Motion to accept the reports provided by the Director of Transit & Parking and place on file.

ATTACHMENTS:

I. Report of Benchmark Measurements;

CITY OF SHEBOYGAN

REQUEST FOR TRANSIT COMMISSION CONSIDERATION

ITEM DESCRIPTION: 3.2 Parking Seasonal Wage Scale

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

REPORT DATE: 5/9/19 **MEETING DATE:** 5/21/19

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 Parking Utility employs several temporary or seasonal employees each summer to assist in the maintenance of parking lots, greenspaces, and meters. These seasonal employees have been paid at the current wage scale which was last updated in 2014.

STAFF COMMENTS:

The Director of Transit & Parking has reviewed the current wage scale and in order to stay competitive in the workplace and recruiting seasonal workers, the wage scale must be adjusted. The Department of Public Works has also increased their wages in recent years to attract and retain seasonal employees.

The Director of Transit & Parking has proposed the following hourly wages:

Position	Current	Proposed
1st Year	$9.25	$10.00
2nd Year	$9.50	$10.50
3rd Year +	$10.00	$11.00
Maintenance Asst.	$11.00	$12.00

ACTION REQUESTED:

Motion to approve the proposed changes to the Parking Utility seasonal wage scale.

ATTACHMENTS:

I. Parking Utility Seasonal Form;

III

4.10

Res. No. 16 - 19 - 20. By Alderpersons Wolf and Sorenson. May 6, 2019.

A RESOLUTION authorizing the appropriate City Officials to enter into a Grant Agreement with the State of Wisconsin and to make necessary expenditures under that Grant Agreement in order to take advantage of the State of Wisconsin's Volkswagen Mitigation Transit Capital Assistance Grant Program.

WHEREAS, in Res. No. 79-18-19, the Sheboygan Transit Commission and the Common Council for the City of Sheboygan directed and authorized 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 Grant Program; and

WHEREAS, the State of Wisconsin has approved an initial award to the City in an amount not to exceed Four Hundred Fifty-one Thousand Dollars ($451,000) (the "Grant Funds") to be used to purchase a new thirty-five foot long Gillig bus ("New Bus") which will replace a 2005 thirty-foot long Gillig bus ("Bus #502") and to pay for costs associated with disposing of Bus #502; and

WHEREAS, one requirement of receiving the Grant Funds is entering into a Grant Agreement, a copy of which is attached to this Resolution; and

WHEREAS, the Grant Agreement imposes certain obligations on the City, including reporting requirements and the requirement to obtain permission from the State of Wisconsin if the City desires to dispose of the New Bus before the end of its useful life; and

WHEREAS, the Grant Agreement also requires the City to purchase the New Bus and seek reimbursement from the State of Wisconsin; and

WHEREAS, entering into the Grant Agreement and obtaining the New Bus through the Grant Program is in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED: That the Director of Parking and Transit is authorized to execute the Grant Agreement on behalf of the City, to submit the Grant Agreement to the appropriate State of Wisconsin officials, and to submit all necessary documents to the State of Wisconsin as directed by the Grant Agreement.

BE IT FURTHER RESOLVED: That upon receipt of a fully executed Grant Agreement, the Director of Parking and Transit is authorized to draw funds in the amount of Four Hundred Fifty-one Thousand Dollars ($451,000) from the Capital Projects Fund - Transit - Vehicles Account No. 40093000-641100 in order to purchase the New Bus and to pay for eligible costs associated with scrapping Bus #502.

Transit

BE IT FURTHER RESOLVED: That pursuant to the Grant Agreement, no more than Four Hundred Fifty Thousand Dollars ($450,000) shall be spent on the purchase of the New Bus, and no more than One Thousand Five Hundred Dollars ($1,500) shall be spent on costs associated with scrapping Bus #502. In no event shall the total amount expended pursuant to this Resolution exceed Four Hundred Fifty-one Thousand Dollars ($451,000).

BE IT FURTHER RESOLVED: That the Director of Parking and Transit is instructed to submit all necessary documentation in order to receive reimbursement from the Grant Program as soon as is practicable.

_____

_____

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

Project ID: VW-BUS-SHEB-01

GRANT AGREEMENT
BETWEEN THE

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

DIVISION OF ENTERPRISE OPERATIONS
VOLKSWAGEN MITIGATION TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM

AND

CITY OF SHEBOYGAN

THIS AGREEMENT is made and entered into by and between the Division of Enterprise Operations ("Division"), Department of Administration ("Department"), representing the State of Wisconsin (collectively "State"), and City of Sheboygan ("Grantee").

WHEREAS, §16.047(4m), Wis. Stats., provides that the Department shall establish a program to competitively award grants of Volkswagen ("VW") settlement funds from the appropriation under §20.855(4)(h), Wis. Stats. to eligible applicants for the replacement of eligible public transit vehicles; and

WHEREAS, on behalf of the State, the Department administers the Volkswagen Mitigation Transit Capital Assistance Grant Program ("Program") through the Division to provide funds for eligible activities; and

WHEREAS, City of Sheboygan is an eligible applicant under §16.047(4m), Wis. Stats.; and

WHEREAS, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, the State has approved an initial award to Grantee in an amount not to exceed $451,500.00 for eligible activities herein described; and

WHEREAS, the terms and conditions herein shall survive the Performance Period and shall continue in full force and effect until Grantee has completed and is in compliance with all the requirements of this Agreement; and

WHEREAS, this Agreement is mutually exclusive and is distinguished from all previous Agreements between Grantee and the State and contains the entire understanding between the parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as follows:

The following documents are part of this Agreement:

1) Attachment A – Statement(s) of Work (most recent version)
2) Attachment B – Reimbursement Request
3) Attachment C – Eligible and Ineligible Activities
4) Attachment D – Budget
5) Attachment E – Reporting Form

The following documents are made part of this Agreement by reference:

1) Completed Grant Application (including Appendix A)
2) Volkswagen Diesel Emissions Environmental Mitigation Trust Agreement for State Beneficiaries, Puerto Rico, and the District of Columbia (the "State Trust Agreement")
3) Grant Announcement - VW Mitigation Program Transit Capital Assistance Grant Program

Project ID: VW-BUS-SHEB-01

CITY OF SHEBOYGAN

BY: _____
Name

TITLE: _____

DATE: _____

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

BY: _____
Joel T. Brennan

TITLE: Secretary

DATE: _____

GENERAL TERMS AND CONDITIONS

ARTICLE 1. AGREEMENT ADMINISTRATION

The Division employee responsible for the administration of this Agreement shall be Benjamin Vondra, VW Mitigation Program Administrator, Division of Enterprise Operations and who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

Grantee's employee responsible for the administration of this Agreement shall be Derek Muench, who shall represent Grantee's interest regarding Agreement performance, financial records and related considerations. The Division shall be immediately notified of any change of this designee.

ARTICLE 2. APPLICABLE LAW

This Agreement shall be governed by the Laws of the State of Wisconsin and the United States. In addition, Grantee pledges to abide by and comply with the following requirements:

1. Agreement funds shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this program whether under local, state or federal law, without the consent of the State.

2. Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under §19.41, Wis. Stats. *et seq* and §19.59, Wis. Stats. *et seq.*

ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION

Grantee shall at all times comply with and observe all federal and state laws and published circulars, local laws, ordinances, and regulations which are in effect during the Performance Period of this Agreement and which in any manner affect the work or its conduct.

In carrying out any provisions of this Agreement or in exercising any power or authority contracted to Grantee thereby, there shall be no personal liability upon the State, it being understood that in such matters the Division and the Department act as agents and representatives of the State.

Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of Grantee, or of any of its agents or subrecipients, in performing work under this Agreement.

Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and subrecipient(s) to perform services or otherwise supply products or services. Grantee shall also hold the State harmless for any audit disallowance related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

ARTICLE 4. STATEMENT OF WORK

1. Grantee shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on any Statement of Work approved by the Division. Changes to any Statement of Work may be made only by written agreement of both the Division and Grantee.

2. Grantee shall complete all work tasks that it commits to in any approved Statement of Work. Failure to meet this requirement may result in termination of this contract under ARTICLE 11 of this contract.

3. All Statements of Work shall constitute a written amendment to this Agreement setting forth the nature and scope thereof. The State reserves the right to determine whether the scope or expenses provided in a Statement of Work are eligible under §16.047(4m), Wis. Stats. and the State Trust Agreement. Any such continuance of service which would cause compensation to exceed the total amount of this Agreement shall be contingent upon the above provision and the appropriation of necessary funds by the Legislature.

4. The Department maintains responsibility for the interpretation of terms, conditions and costs listed in the Statement of Work.

5. In the event of conflict between the provisions of the Terms and Conditions and the Statement of Work and Budget, the provisions of the Statement of Work and Budget shall prevail.

ARTICLE 5. PERIOD OF PERFORMANCE

Grantee may only incur eligible project expenses during the time period between **the date of Agreement execution by the Department and June 30, 2025** (the "Performance Period"). All reimbursement requests must be received by the Department during the Performance Period.

ARTICLE 6. STANDARDS OF PERFORMANCE

Grantee shall perform activities as set forth in any approved Statement of Work and described herein in accordance with those standards established by statute, administrative rule, the Division, and any applicable professional standards.

ARTICLE 7. SUBLET OR ASSIGNMENT OF AGREEMENT

Grantee, its agents, subgrantees or subcontractors shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the Division. The Division reserves the right to reject any subcontractor or subgrantee after notification. Grantee shall be responsible for all matters involving any subcontractor or subgrantee engaged under this Agreement, including grant compliance, performance, and dispute resolution between itself and a subcontractor or subgrantee. The State or Division bears no responsibility for subcontractor or subgrantee compliance, performance, or dispute resolution hereunder.

ARTICLE 8. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

If a State public official (as defined in §19.42, Wis. Stats.) or an organization in which a State public official holds at least a 10% interest is a party to this Agreement, this Agreement shall be voided by the State unless timely, appropriate disclosure is made to the State of Wisconsin Ethics Commission, P.O. Box 7125, Madison, Wisconsin 53707-7125.

Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Agreement without the prior written consent of the State and the employer of such person or persons.

ARTICLE 9. NONDISCRIMINATION IN EMPLOYMENT

Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in §51.01(5), Wis. Stats., sexual orientation as defined in §111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, Grantee shall take affirmative action to ensure equal employment opportunities. Grantee shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the State setting forth the provisions of the nondiscrimination clause.

Failure to comply with the conditions of this clause may result in the declaration of Grantee ineligibility, the termination of this Agreement, or the withholding of funds.

ARTICLE 10. SMALL BUSINESS AND MINORITY-OWNED BUSINESSES

Grantee shall make positive efforts to utilize small business and minority-owned business sources of supplies and services. Such efforts shall allow these sources the maximum feasible opportunity to compete for contracts or subcontracts to be performed utilizing state or federal funds.

ARTICLE 11. TERMINATION AT WILL

The Division may terminate this Agreement at any time with or without cause by delivering written notice to Grantee by Certified Mail, Return Receipt Requested, not less than 30 days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the State's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination plus any termination expenses having prior written approval of the State.

Grantee may terminate this Agreement with or without cause by delivering written notice to the Division by Certified Mail, Return Receipt Requested, not less than 30 days prior to effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of termination. Upon receipt of termination notice, Grantee shall make available to the Division program records, equipment, and any other programmatic materials. In the event the Agreement is terminated by either party, for any reason whatsoever, Grantee shall refund to the Division within forty-five (45) days of the effective date of notice of termination any payment made by the Division to Grantee which exceeds actual approved costs incurred in carrying out the project as of the date of termination.

ARTICLE 12. TERMINATION FOR NONAPPROPRIATION

The State reserves the right to terminate this Agreement in whole or in part without penalty due to nonappropriation of necessary funds by the Legislature.

ARTICLE 13. FAILURE TO PERFORM

The State reserves the right to suspend payment of funds if required reports are not provided to the State on a timely basis or if performance of grant activities is not evidenced. The State further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other contracts between the State and Grantee in whole or in part.

Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the State and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

ARTICLE 14. PUBLICATIONS

Grantee may, but is not required to, acknowledge the financial assistance provided by the Department in any report, study, video, website or other document resulting from this contract.

ARTICLE 15. AMENDMENT

This Agreement may be amended at any time by mutual consent of the parties hereto. Amendments shall be documented by written, signed and data addenda.

ARTICLE 16. SEVERABILITY

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions and shall in no way affect the validity of this Agreement.

ARTICLE 17. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

ARTICLE 18. FORCE MAJEURE

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the nonperforming party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

ARTICLE 19. CHOICE OF LAW AND VENUE

In the event of a dispute this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin, to the extent that there is no conflict with Federal law or applicable program requirements. The venue for any dispute shall be Dane County, Wisconsin.

FISCAL TERMS AND CONDITIONS

ARTICLE 20. SOURCE AND AVAILABILITY OF FUNDS

Funds have been appropriated by the Wisconsin Legislature for the eligible expenses covered under this Agreement. Funds awarded under this Agreement have been encumbered and are subject to the continued availability of funding from the State of Wisconsin. Funds are also subject to continued availability from the Volkswagen Diesel Emissions Environmental Mitigation Trust.

ARTICLE 21. VARIANCES

Certain variances to the budget outlined in the Statement of Work may be permissible. The changes shall be agreed to by both parties and approved by the Division in writing. A variance shall not be used to authorize a revision of the amount awarded or a change in the performance period. Such changes shall be made by amendment to the Agreement.

ARTICLE 22. ELIGIBLE COSTS

Eligible Costs are those costs which can be audited, and which are directly attributable to grant activities and identified and approved in any Statement of Work, Budget and/or Eligible and Ineligible Activity List.

1. Eligible Costs subject to reimbursement by this Grant may not be incurred prior to the execution of this Agreement by the State.

2. Costs only as identified in the Budget and described in the Statement of Work are allowed.

3. All methods of charging expenses against this Agreement shall be submitted for review and approval by the State.

ARTICLE 23. REIMBURSEMENT OF FUNDS

Grantee shall return to the State or other appropriate governmental agency or entity any funds paid to Grantee in excess of the allowable eligible costs under this Agreement. If Grantee fails to return excess funds, the State may deduct the appropriate amount from subsequent payments due to Grantee from the State. The State also reserves the right to recover such funds by any other legal means including litigation if necessary.

Grantee shall be responsible for reimbursement to the State for any disbursed funds, which are determined by the State to have been misused or misappropriated. The State may also require reimbursement of funds if the State determines that any provision of this Agreement has been violated. Any reimbursement of funds which is required by the State, with or without termination, shall be due within forty-five (45) days after giving written notice to Grantee.

ARTICLE 24. LIMITED USE OF PROGRAM FUNDS

This Agreement is a mutually exclusive Agreement. Grantee shall not apply funds authorized pursuant to other agreements toward the activities for which funding is authorized by this Agreement nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other Program Agreements. The word "funds" as used in this Article does not include Program Income.

ARTICLE 25. FINANCIAL MANAGEMENT

Grantee agrees to maintain a financial management system to assure funds are spent in accordance with applicable laws and regulations and to assure that accounts and accounting records for funds received under this Agreement are segregated from other Agreements, programs, and/or projects.

ARTICLE 26. METHOD OF PAYMENT

The Department shall make payment via electronic funds transfer/check to Grantee. Payment shall only be made after the Department confirms reimbursement materials are complete and accurate, Grantee activities are compliant with all program requirements, and all program expenses are eligible and occurred within the period of performance.

The Department will not make payments during the final two weeks of June.

ARTICLE 27. GRANTEE REQUESTS FOR REIMBURSEMENT

This is a reimbursement program. Grantee must adhere to the requirements found in Attachment C (Reimbursement Request) in order for payment to be made.

The Department shall make payment if it determines that expenses provided in a Statement of Work are eligible under §16.297, Wis. Stats. and eligible under the "State Trust Agreement." Reimbursement requests shall be accepted by the Department throughout the Period of Performance. Grantee shall submit reimbursement materials as electronic files to the following email address:

vwsettlement@wisconsin.gov

Hardcopies of materials, only when requested by the Division, shall be sent to the following address:

Volkswagen Mitigation Program
Department of Administration
Division of Enterprise Operations
101 East Wilson Street, 6th Floor
PO Box 7867
Madison, WI 53707-7867

All reimbursement requests must be received by the Department during the Performance Period.

ARTICLE 28. SHARED REVENUE REDUCTION

Grantee agrees that the receipt of agreement funds under this program will result in a reduction of future shared revenue payments pursuant to §79.035(7), Wis. Stats. Payment reductions shall be calculated by the Department in accordance with §79.035(7), Wis. Stats and processed by the Department of Revenue. Shared revenue reductions shall begin with the shared revenue payment following the first grant reimbursement payment to Grantee and continue for 10 consecutive annual payments by equal amounts. If in any year the reduction exceeds the shared revenue payment under §79.035(7), Wis. Stats the excess amount of the reduction will be applied to the payment under §79.04, Wis. Stats.

Grantee's total shared revenue payment reduction shall be equal to 20 percent of the total amount of agreement funds received under §16.047 (4m), Wis. Stats. The Department shall calculate each shared revenue reduction based on the percentage listed above and each grant reimbursement payment made to Grantee.

The resulting shared revenue reduction(s) shall be processed by the Department of Revenue pursuant to §79.035(7), Wis. Stats.

Grantee may receive reductions in both the July and November shared revenue payments if a reduction exceeds the total shared revenue payment for July. Reductions split between July and November shared revenue payments shall constitute one consecutive annual payment reduction.

ADMINISTRATIVE TERMS AND CONDITIONS

ARTICLE 29. SINGLE AUDIT REQUIREMENT

Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

Grantees which received state funds during their fiscal year shall comply with the requirements set forth in the State Single Audit Guidelines issued by the Department. Audit reports are due to the State within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

Please review the Department of Administration's Single Audit Compliance Supplement for details on submission of the reporting package (https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx).

ARTICLE 30. EXAMINATION OF RECORDS

The Department and any of its authorized representatives shall have access to and the right at any time to examine, audit, excerpt, transcribe and copy on Grantee's premises any directly pertinent records and computer files of Grantee involving transactions relating to this Agreement. Similarly, the State shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the State. Such material shall be retained for three years by Grantee following final payment on the Agreement.

This provision shall also apply in the event of cancellation or termination of this Agreement. Grantee shall notify the State in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to Grantee and shall be reimbursed by the State.

The minimum acceptable financial records for the project consist of: 1) Inventory records and supporting documentation for allowable equipment and services purchased to carry out the project scope; 2) Documentation of Agreement Services and Materials; and 3) Any other records which support charges to project funds. Grantee shall maintain sufficient segregation of project accounting records from other projects or programs.

ARTICLE 31. PROJECT ID

The Agreement shall include a unique Project ID number assigned by the Department for purposes of project administration. Grantee shall refer to the Project ID when requesting reimbursement.

SPECIAL TERMS AND CONDITIONS

ARTICLE 32. COMPETATIVE PROCUREMENT PRACTICES

Grantee shall utilize competitive procurement practices for products and services purchased as a result of this award. Procurement practices shall follow applicable local and state law. Grantee is responsible for providing proof that competitive procurement practices and applicable state and local law were followed. If Grantee elects to purchase products or services from a cooperative purchasing contract where Grantee was not the primary procurement agent, Grantee is responsible for providing proof that competitive procurement practices were followed.

ARTICLE 33. REASONABLE COSTS

Grantee shall make reasonable efforts to control unit costs for products and services procured as a result of this Agreement. For purposes of this Article 33, whether Grantee's efforts to control unit costs are reasonable is subject to review by the Department as part of an Agreed Upon Procedures Audit as set forth in Article 34, and the Department's determination as to the reasonableness of such efforts shall be conclusive.

ARTICLE 34. AUDITS

Grantee shall perform an "Agreed Upon Procedures Audit" on request. This audit shall consist of procedures and questions agreed upon by the State and the Auditor and shall expand beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

ARTICLE 35. EQUIPMENT ACCOUNTABILITY

Title to equipment purchased with funds provided under this Agreement shall vest in Grantee's name, unless otherwise specified by an attachment. Disposition of any eligible buses shall be in accordance with the scrappage requirements of the program in Attachment A – Statement of Work. Disposition of any other equipment shall be in accordance with applicable law. The Department reserves the right to restrict disposal, transfer or use of all equipment in order to maintain compliance with the "State Trust Agreement."

ARTICLE 36. PATENT INFRINGEMENT

Grantee covenants that it shall, at its own expense, defend every suit which shall be brought against the State of Wisconsin (provided that such Grantee is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale of use of such articles and agrees that it shall pay all costs, damages, and profits recoverable in any such suit.

ARTICLE 37. PROGRAM INCOME

Program Income means gross income received by Grantee that is directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously paid for eligible expenses; interest earned on any or all Agreement funds obtained from the State; proceeds derived after the Agreement close out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program Income pending its disposition.

All Program Income shall be recorded and shall be provided to the Department upon request.

ARTICLE 38. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

Grantee certifies that to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b); and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this article, such prospective participant shall attach an explanation to this proposal.

ARTICLE 39. INFORMATION SHARING REQUIREMENTS

The Department may periodically request specific information from Grantee to comply with legislative inquiry, state statute, federal law, State Trust Agreement requirements or for other reasons. Grantee agrees to provide the requested information to the Department within 21 calendar days in a form and format determined by the Department. This section is in addition to Grantee's reporting requirements as specified in Attachment E – Reporting Form.

ARTICLE 40. USE OF ASSETS PURCHASED WITH AGREEMENT FUNDS

Grantee must use assets purchased with agreement funds for public mass transit service for the entire useful life of the asset. The Department adopts the useful life definition and minimum useful life standards for buses and equipment set forth by the Federal Transit Administration (FTA) in FTA Award Management Circular (5010.1E), revised 7-16-2018, except when noted. Grantee must notify the Department when the asset is permanently withdrawn from revenue service or experiences a casualty loss. The Department relinquishes any interest in the asset(s) when the asset(s) reaches its useful life standard or the asset's fair market value falls below 10 percent of its original purchase price.

Grantee shall pay all fuel, taxes, fees, maintenance, administrative and other operating costs associated with the asset(s) purchased with agreement funds. Grantee agrees to maintain the asset(s) in accordance with manufacturer recommendations and keep the asset(s) in a state of good repair. Grantee confirms that financial capacity exists to operate and maintain the asset(s) throughout the useful life of the asset(s).

In the event Grantee receives insurance proceeds resulting from the asset's total loss, Grantee shall use proceeds towards a replacement asset of similar kind or, if Grantee and the Department jointly determine the replacement of the asset to be burdensome or otherwise counter to program objectives, proceeds may be used for other means mutually agreed to by both parties in writing.

Grantee agrees that it will not transfer title, lease, lien, pledge, mortgage, or any other similar action prior to reaching the minimum the useful life standard of the asset(s) without written approval of the Department.

ARTICLE 41. COMPLIANCE MONITORING

The Department may conduct on-site compliance checks during the Period of Performance to ensure Program objectives are being met and Grantee activities are compliant with State Trust Agreement and Grant Agreement requirements. Grantee agrees to make personnel, documents, sites, assets and other records available for immediate inspection by an authorized representative of the Department.

ARTICLE 42. LOBBYING

Program funds may not be used to influence federal contracts or financial transactions.

ARTICLE 43. TRAINING-WORKSHOPS-SEMINARS-EXHIBIT SPACE

If any portion of the funds shall be used to support training, workshops, seminars, exhibit space, etc., the Department shall receive complimentary registration and/or exhibit/booth space, if requested.

ARTICLE 44. NONDISCRIMINATION IN CONTRACTING

Pursuant to 2019 Wisconsin Executive Order 1, grantee agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

ATTACHMENT A
STATEMENT OF WORK

VOLKSWAGEN MITIGATION TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM

For the Grant Agreement Between the
State of Wisconsin, Department of Administration, Division of Enterprise Operations
And
CITY OF SHEBOYGAN

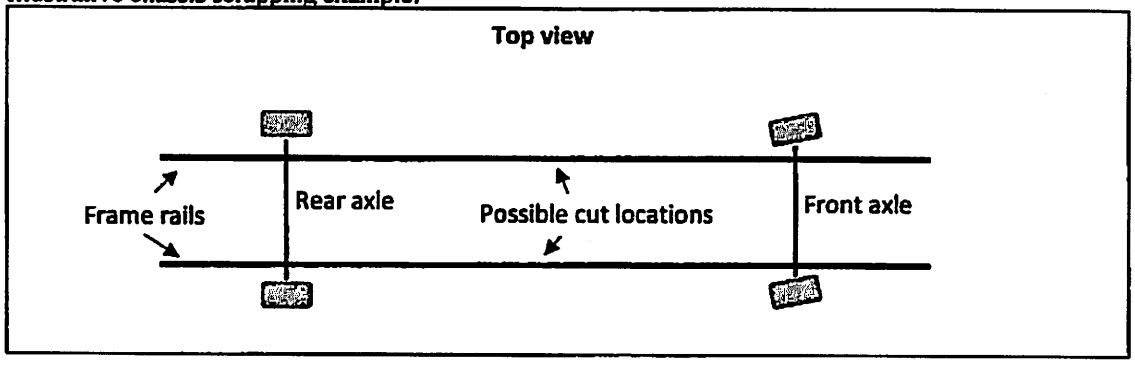
PROJECT ID: VW-BUS-SHEB-01

MARCH 22, 2019

Summary
Grantee shall replace eligible buses identified in the Project Budget by purchasing, owning and operating a new bus as identified in the Project Budget. Grantee shall scrap all eligible old buses as identified in the Project Budget.

Scrap eligible old buses
Grantee shall replace eligible old buses identified in the Project Budget by scrapping and making them available for recycle, in accordance with the State Trust Agreement and this Grant Agreement. Scrapping shall mean to render inoperable and available for recycle, and, at a minimum, to specifically cut a 3-inch hole in the engine block for all engines. Scrapped shall also include the disabling of the chassis by cutting the vehicle's frame rails completely in half in at least two locations on separate sides of the vehicle between the front and rear axles. Scrapping shall be completed within 90 days of accepting delivery of the replacement bus(es). Per Grantee's request, the Department may grant approval for alternative scrapping methods in writing. Such approval must be obtained prior to the scrapping activity.

Illustrative chassis scrapping example:



Purchase eligible new buses
Grantee shall purchase, own and operate eligible new heavy-duty public transit buses for the purposes of carrying passengers in a public mass transit system operating in the State of Wisconsin.

1) New buses must be eligible under the State Trust Agreement and under §16.047(4m), Wis. Stats.

a) Eligible new buses must be owned by the Grantee and titled in the Grantee's name or Grantee's Governmental Agent (e.g. Transit Authority) or Department.
b) All vendors must be selected in accordance with local public contracting law. If no local public contracting law or regulations exist, the Grantee shall utilize state public contracting law and procurement processes. If the Grantee elects to purchase products or services from a cooperative purchasing contract where the Grantee was not the primary procurement agent, the Grantee is responsible for providing proof that competitive procurement practices were followed.
c) New buses must have an engine model year the same year as when the replacement occurs or one engine model year prior. For example, if bus replacement occurs in 2020, the engine model year of the new bus must be 2020 or 2019. A bus with an engine model year of 2018 or older would not be eligible for reimbursement under this example.
d) Grantee shall provide cost estimate documentation to the Department, and to the satisfaction of the Department, for all purchases over $25,000. For example, cost estimate documentation may be a vendor's quote, bid price sheet or similar document.

2) The Grantee shall submit draft Purchase Order(s) (PO) and itemized equipment lists to the Department for review prior to sending any POs to a vendor. Any expenses ineligible for reimbursement shall be on a separate PO, such as extras, add-ons, special order, or additional equipment. This will help ensure the Department is aware of project activities and has an opportunity to review and prepare for project reimbursement.

3) The Department will not work directly with a Grantee's vendor, except at the discretion of the Department, and will not accept reimbursement requests from a vendor.

Reporting
Grantee shall submit reports to the Department as specified in Attachment E – Reporting Form.

Reimbursement
This is a reimbursement program. Grantee must incur eligible project costs and pay for all project costs before requesting reimbursement. Grantee must complete reimbursement requests as specified in Attachment B – Reimbursement Request. All documents must be completed to the Department's satisfaction and all supporting documentation must be submitted. Reimbursement requests shall be submitted to the Department within 60 calendar days of completing each individual transit bus replacement project and associated scrapping. All reimbursement requests must be received by the Department during the Performance Period.

ATTACHMENT B: REIMBURSEMENT REQUEST
TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM

INSTRUCTIONS

This Excel workbook is available electronically at https://doa.wi.gov/Pages/vwsettlementwisconsin.aspx

Complete this Excel workbook to request reimbursement of eligible expenses under the Volkswagen Mitigation Transit Capital Assistance Grant Program administered by the Department of Administration (DOA). This program is funded from Volkswagen Diesel Emissions Environmental Mitigation Trust for State Beneficiaries, Puerto Rico, and the District of Columbia. Incomplete forms may not be considered. Personal information collected will be used for grant administration and may be provided to requesters to the extent required by Wisconsin's Open Record law.

Before completing this workbook, carefully review your grant agreement!

BUS REPLACEMENT REIMBURSEMENT REQUEST

- This workbook contains seven (7) worksheets. Review and complete all worksheets electronically.
- Entry fields with light blue background color must be completed unless otherwise noted.
- Complete a separate workbook for each replacement bus project.
- Send the final, completed electronic workbook to DOA via email to request reimbursement. Ensure all supporting documentation is included in your reimbursement request email.
- Reimbursement requests shall be submitted to the Department within 60 calendar days of completing each individual transit bus replacement project and associated scrapping. All reimbursement requests must be received by the Department during the Performance Period shown in the Grant Agreement.
- Email all documents to DOA at vwsettlement@wisconsin.gov

INFRASTRUCTURE REIMBURSEMENT REQUEST

Contact DOA VW Mitigation Program Administrator for instructions on requesting reimbursement for non-vehicle, infrastructure expenses, if allowed by your Grant Agreement.

Benjamin Vondra
benjaminh.vondra@wisconsin.gov
608-261-6262

ATTACHMENT B: REIMBURSEMENT REQUEST
TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM

REIMBURSEMENT CHECKLIST

GRANTEE: Enter Grantee Name (as it appears on grant agreement)

PROJECT ID # *(from grant agreement)* Enter Project ID #

This documentation was completed and submitted by:

Name:

Date:

Title:

Phone:

Email:

Check off all items included with the reimbursement request. All items are REQUIRED.

Workbook items:

- ☐ Reimbursement Checklist
- ☐ Reimbursement Cover Page
- ☐ Vehicle Inspection Form
- ☐ Procurement Certification & Supporting Documents
- ☐ Certificate of Engine and Chassis Destruction
- ☐ NOx Air Quality Data

Additional items:

- ☐ Reimbursement Request Letter on Grantee Letterhead
- ☐ Copy of Purchase Order(s) *(for bus purchase and for scrapping services)*
- ☐ Copy of Vendor Invoice(s) *(for bus purchase and for scrapping services)*
- ☐ Proof of Payment From Grantee to Vendor *(e.g. copy of check, accounting sheet)*
- ☐ Before and After Scrapping Photographs *(details on Certificate of Destruction in workbook)*
- ☐ Copy of MV1 Title/License Plate Application for Replaced Bus *(provides proof of ownership)*
- ☐ Copy of MV1 Title/License Plate Application for New Bus
- ☐ Any additional materials if specified in the grant agreement
- ☐ Cost documentation for all purchases over $25,000 *(bid price sheet, vendor quote, etc.)*

ATTACHMENT B: REIMBURSEMENT REQUEST
TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM

COVER PAGE

Statement: The Grantee formally requests reimbursement for eligible expenses outlined in the attached documentation and in accordance with the Agreement.

GRANTEE: Enter Grantee Name (as it appears on grant agreement)

TOTAL REIMBURSEMENT REQUEST ($): $ -

REIMBURSEMENT REQUEST #: *(sequential)*

Grantee Address

Street 1:
Street 2:
City:
Zip:

Scrapped Bus

Vehicle Make:
Vehicle Model:
Vehicle Model Year:
VIN:
Engine Make:
Engine Model:
Engine Model Year:
Engine Serial No:
Engine Family No:
Fleet ID #:
Scrapping Date:
Scrapping Cost: $ -
Scrapping Income: $ -
Maximum Eligible Scrapping Reimbursement (calculated): $ -

New Bus

Vehicle Make:
Vehicle Model:
Vehicle Model Year:
VIN:
Engine Make:
Engine Model:
Engine Model Year:
Engine Serial No:
Engine Family No:
Fleet ID #:
Delivery Date:
Date Placed in Service:
New Bus Expenses Eligible for Reimbursement: $ -

ATTACHMENT B: REIMBURSEMENT REQUEST
TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM

NEW VEHICLE INSPECTION FORM

Grantee: Enter Grantee Name (as it appears on grant agreement)

TOPIC	REQUIREMENT	PASS / FAIL	NOTES
FMVSS Sticker	Affixed to vehicle		
Interior Finish	Clean and adheres to contract specs		
Exterior Finish	Clean and adheres to contract specs		
Interior Lighting	Operable and adheres to contract specs		
Exterior Lighting	Operable and adheres to contract specs		
Accessible Lift / Ramp	Operable and adheres to contract specs		
Chassis / Frame	Inspect for leaks, damage, etc.		
Electrical	Inspect electrical system where applicable, including battery(ies)		
HVAC	Run heater, AC, fan and inspect compressor / condenser		
Engine	Inspect for leaks, loose components and noises. Operates as expected, gauges read normal		
Brakes / Parking brake	Tested and operates as expected		
Speed	Vehicle tested at varying speeds and on a roadway with posted speed limit at least 50mph		
Wipers / Windows / Seats	Tested and operates as expected		
Safety	Vehicle equipped with first aid kit, fire extinguisher and orange triangles		
Other	Report other tests or issues		

Mechanic / Authorized Representative Signature: *Type Signature Here*
(typed electronic signatures acceptable)

Print:

Date:

ATTACHMENT B: REIMBURSEMENT REQUEST
TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM

PROCUREMENT & CONTRACTING CERTIFICATION

Grantee: Enter Grantee Name (as it appears on grant agreement)

Certification Statements *(check all, sign and date)* :

- ☐ *I certify that the purchase of the products and/or services presented for reimbursement were procured and contracted in a manner compliant with state and local procurement and contracting law.*

- ☐ *I understand that if all or part of the products and/or service expenses presented for reimbursement were not procured or contracted in a manner compliant with state and local procurement and contracting law, those products and/or services are ineligible for reimbursement from DOA and the VW Environmental Mitigation Trust Fund.*

- ☐ *I certify that supporting documentation showing compliance with state and local procurement and contracting law is included with this reimbursement request.*

This certification MUST be accompanied by supporting documentation showing state and local procurement and contracting laws have been followed. Examples of supporting documentation may include:

- copy of contract with vendor showing quoted prices
- screenshot of online procurement materials
- narrative of procurement process followed, including timeline
- procurement documents, showing products and services
- emails or other communications of procurement processes

Signature of Authorized Representative:

Signature: *Type Signature Here* Date:

(typed electronic signatures acceptable)

Print:

ATTACHMENT B: REIMBURSEMENT REQUEST
TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM

CERTIFICATE OF ENGINE & CHASSIS DESTRUCTION

This form must be completed for each scrapped bus. Carefully review your grant agreement and statement of work for detailed scrapping requirements. Improperly scrapped vehicles will result in the Department withholding reimbursement of eligible new vehicle costs. Contact the VW Program Administrator with questions.

Grantee: Enter Grantee Name (as it appears on grant agreement)

Scrapping Company *(if not scrapped in-house)*

Company Name:

Scrapping Company Representative:

Phone:

Street 1:

Street 2:

City:

Zip:

Scrapped Vehicle Information

Scrapping Date: 1/0/1900

Vehicle Make: 0

Vehicle Model: 0

Vehicle Model Year: 0

VIN:

Engine Make: 0

Engine Model: 0

Engine Model Year: 0

Engine Serial No:

Submit the following photographs to the Department.

- Photos must be submitted via email as .jpeg images to vwsettlement@wisconsin.gov.
- Filenames of photos must clearly describe what is in the photo.
- Submit the following photographs:
  - a) side-profile of vehicle
  - b) VIN label, etching or stamp
  - c) Engine label(s) showing manufacturer name and engine serial number
  - d) Chassis rails cut in half
  - e) Engine block, prior to hole, with measurement markings
  - f) Engine block, after hole, with measurement
  - g) Others, as requested by the Department

Grantee Certification Statement

I certify that within 90 days of receiving delivery of the replacement vehicle, the replaced vehicle was rendered inoperable and available for recycle. The engine has been disabled by causing a 3-inch hole to be cut in the engine block. In addition, the chassis of the vehicle was disabled by cutting the vehicle's frame rails completely in half in not less than two places between the front and rear axles. Before and after photographs have been included with the request for reimbursement.

Grantee Authorized Signature: *Type Signature Here*

(typed electronic signatures acceptable)

Name:

Date:

ATTACHMENT B: REIMBURSEMENT REQUEST
TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM

NOx DATA *(for EPA DEQ Final Calculations)*

SCRAPPED BUS

Engine Model Year:	0		
Fuel Type:			
Annual Fuel Gallons:	0	☐	*Check if estimated*
Annual Miles Traveled:	0	☐	*Check if estimated*
Avg. Daily Idling Hours:	0.0	☐	*Check if estimated*
Avg. Days Used Per Year:	0	☐	*Check if estimated*
Avg. Idling Hours Per Year:	0		*calculated*
Scrapping Year:			
Estimated Life Remaining (years):	0		

NEW BUS

Fuel Type:			
New Engine Model Year:	0		
Annual Diesel Gallons Reduced*:	0	☐	*Check if estimated*

**If the new bus will have the same MPG rating and be used in a similar way to the old bus, enter "0".*

ATTACHMENT C
ELIGIBLE AND INELIGIBLE ACTIVITIES

VOLKSWAGEN MITIGATION TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM

For the Grant Agreement Between the
State of Wisconsin, Department of Administration, Division of Enterprise Operations
And
CITY OF SHEBOYGAN

PROJECT ID: VW-BUS-SHEB-01

MARCH 22, 2019

The Department maintains responsibility for the interpretation of terms, conditions and costs listed. The Department reserves the right to alter the list of eligible and ineligible activities at any time to maintain consistency with the Beneficiary State Trust, Trustee guidance, State Statute and the Department's interpretation of program rules. The list of ineligible activities is provided as a courtesy to Grantee and is not exhaustive.

Scrapping Activities		Eligible	Ineligible
1.	Activities directly related to the scrapping expense of a contractor.	X	
2.	Activities directly related to the labor and material expenses of conducting scrapping in-house.	X	
3.	Towing of a vehicle to a scrapping contractor.		X
4.	Grantee expenses related to preparing a vehicle for scrapping (i.e. draining fluids).		X
5.	Any expenses to disable, remove or transfer equipment except activities explicitly called for by the Agreement's scrapping requirement.		X
6.	Vehicle storage fees.		X
7.	Bad debts, late payment fees, finance charges or contingency funds, interest, and investment management fees. Liens or other interests on any replaced bus.		X

New Vehicle Activities		Eligible	Ineligible
1.	Base chassis, drivetrain, and body components (i.e. engine, frame, body, windows, tires, etc.).	X	
2.	Basic fit and finish only when installed by the vendor and incorporated into the vehicle prior to vehicle delivery to Grantee. (i.e. seating, flooring, ADA securement, lighting, etc.).	X	

3.	Trim, customary interior and exterior product packages, certain drivetrain options, accessibility features, life-safety equipment required by law and similar equipment customarily ordered by the Grantee or in order to maintain consistency with the Grantee's existing fleet or as an improvement to the Grantee's existing fleet as documented in planning materials (i.e. LED lighting, window upgrades, driver seating upgrades, heating and cooling equipment) and only when installed by the vendor and incorporated into the vehicle prior to vehicle delivery to Grantee.	X	
4.	Customary manufacturer vehicle delivery charges.	X	
5.	Purchase or installation of new farebox or fare collection equipment only when installed by vendor during assembly and prior to vehicle delivery to Grantee.	X	
6.	Decals, vehicle wraps, signage, bike racks or other similar exterior accessories customarily ordered by the Grantee or in order to maintain consistency with the Grantee's existing fleet or as an improvement to the Grantee's existing fleet as documented in planning materials, only when installed by vendor during assembly and prior to vehicle delivery to Grantee.	X	
7.	Communication equipment (i.e. two-way radio) only when installed by vendor during assembly and prior to vehicle delivery to Grantee.	X	
8.	Title, license and other vehicle registration fees.		X
9.	Training, training materials, workshops and travel of Grantee staff or contractors that is beyond what is included in the base vehicle cost.		X
10.	Operating expenses (i.e. data service plans, maintenance packages, operating software, fuel, insurance, wages, fringe, etc.).		X
11.	Grantee administrative expenses associated with the ordering, procurement, delivery, registration or other start-up costs of the vehicle.		X
12.	Extensive technology upgrades (hardware or software), as determined by the Department, that are above the base option available from the manufacturer, unless explicitly authorized by the Department in writing prior to issuance of a purchase order.		X
13.	Attorney fees. Engineering/consultant fees. Taxes, except sales tax on eligible equipment and expenses.		X
14.	Extensive or uncustomary upfit, upgrades or extras, as determined by the Department.		X
15.	Transfer or installation of equipment from any vehicle into a new vehicle.		X
16.	Maintenance tools, repair equipment, spare parts or similar items.		X

ATTACHMENT D
BUDGET

VOLKSWAGEN MITIGATION TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM

For the Grant Agreement Between the
State of Wisconsin, Department of Administration, Division of Enterprise Operations
And
CITY OF SHEBOYGAN

PROJECT ID: VW-BUS-SHEB-01

MARCH 22, 2019

1) 100% of eligible expenses to scrap the following bus(es) and engine(s).

VIN	Vehicle Make	Vehicle Model	Engine Model Year	Engine Serial Number	Fleet ID #	Scrapping Allowance
15GGE291651091035	Gillig	30'	2005	46535813	502	$1,500.00

2) 100% of eligible expenses to purchase the following new bus(es).

Anticipated PO Date (MM/YY)	Vehicle Make	Vehicle Model	Engine Model Year	Engine Type	Reimbursement not to exceed
	Gillig	35'	Calendar year in which replacement occurs or one model year prior	Clean Diesel	$450,000.00

ATTACHMENT E
REPORTING FORM

VOLKSWAGEN MITIGATION TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM

For the Grant Agreement Between the
State of Wisconsin, Department of Administration, Division of Enterprise Operations
And
CITY OF SHEBOYGAN

PROJECT ID: VW-BUS-SHEB-01

MARCH 22, 2019

The Department must meet Trustee reporting requirements, including semi-annual reports describing the progress in implementing each project. The Department must collect information from the Grantee in order to create these reports. The Department must also collect information to track project implementation in accordance with program terms and conditions.

Grantee shall report twice annually on program activities. Grantee shall report on the period beginning when the Grant Agreement is fully executed and terminating when the recipient has received final payment for all projects as shown in Attachment D – Budget. Failure to submit complete and accurate reports prior to the reporting deadline may constitute cause for suspension of payments or agreement termination.

Submission due dates:

Reporting Period	Due Date
January 1 through June 30	July 15
July 1 through December 31	January 15

INSTRUCTIONS

1) Complete all fields.
2) Sign and date
3) Save form, keep a copy for your records
4) Submit the completed, electronic copy of this form to vwsettlement@wisconsin.gov

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENTERPRISE OPERATIONS
VW MITIGATION PROGRAM
03/2019

101 EAST WILSON STREET, 6TH FLOOR
PO BOX 7867
MADISON, WI 53707-7867

https://doa.wi.gov/Pages/vwsettlementwisconsin.aspx

Submit form to vwsettlement@wisconsin.gov

VOLKSWAGEN MITIGATION TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM
Semi-annual Report

Section 1 **REQUIRED**			
Grantee			
Date		Project ID No. *(from grant agreement)*	
Contact Person *(name, title, phone, email)*			
Reporting Period *(check one)*	☐ January through June ☐ July through December		

Section 2 **REQUIRED. TOTAL FOR ALL VEHICLE REPLACEMENT PROJECTS**			
Total Eligible Project Costs Incurred During Reporting Period*	$	Total Eligible Project Costs Paid During Reporting Period	$
Detailed Description of Project Activities During Reporting Period. Include Dates.			
Detailed Description of Planned Project Activities for Upcoming Reporting Period (6 months).			

**incurred costs include any expenses Grantee has assumed liability for and intends to seek reimbursement from the VW Mitigation Program.*

Authorized Representative Signature *(typed signature acceptable)*	
Print Name	
Title	
Date	

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3 Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CITY OF SHEBOYGAN

REQUEST FOR TRANSIT COMMISSION CONSIDERATION

ITEM DESCRIPTION: 3.3 Resolution 16-19-20 and Agreement for Volkswagon Mitigation Program Grant for One Bus

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

REPORT DATE: 5/9/19 **MEETING DATE:** 5/21/19

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 & Parking applied for VW Mitigation Program funds in 2017 to replace up to 5 five fixed-route revenue buses. The program awards funds to municipalities to replace eligible public transit vehicles that meet criteria as setup in the program fund. VW Mitigation Program vehicles are funded through a reduction in shared-revenue from the state to the municipality. The City of Sheboygan was awarded one (1) bus through this program, or roughly $450,000. The City's responsibility for this vehicle is 20%, or roughly $90,000. As part of the requirement of the program, the eligible bus that is being replaced must be destroyed and cannot be sold or used in public transit services. It must be completely disabled. Scrapping the vehicle is acceptable under the program.

STAFF COMMENTS:

The Director of Transit & Parking has worked with city staff including the City Administrator and the Finance Director on this application and agreement. City staff is in support of funding this bus through a reduction of shared-revenue of $90,000 over the next ten years ($9,000 annually for 10 years). The bus will be purchased off the State of Wisconsin contract with the intent to purchase be issued to Gillig Inc. as soon as the agreements are fully executed. Shoreline Metro expects to purchase the same bus as was just purchased earlier in 2019.

The agreement has been reviewed by the City's Attorney's office.

ACTION REQUESTED:

Motion to approve resolution 16-19-20 and recommend approval to the Common Council as well as the approval of the agreement and authorize the appropriate officials to sign and execute the agreement with the State of Wisconsin Department of Administration.

ATTACHMENTS:

I. Resolution;
II. VW Mitigation Program agreement;

From: Vondra, Benjamin H - DOA <BenjaminH.Vondra@wisconsin.gov>
Sent: Friday, March 22, 2019 11:11 AM
To: Vondra, Benjamin H - DOA <BenjaminH.Vondra@wisconsin.gov>
Subject: VW Transit Capital Assistance Grant Agreement

Good morning,

Congratulations on your successful application for VW Transit Capital Assistance Grant funding. Grant agreements, attachments and additional hard-copy documentation have been prepared and are scheduled for mailing by Monday (3/25). When you receive them please review all documentation and complete the following:

- Grant Agreement: Sign and date (page 2). Attach additional signature pages, if necessary.
- Attachment D: Budget: Complete the anticipated Month/Year of PO submittal for each bus.
- IRS W-9: Complete all appropriate fields

Submit the entire package (all pages) of all documents (with original signatures) to my attention at the address below. If you require an original copy, or multiples of originals, please copy the original documents, complete multiples, and send to my attention.

ATTN: Benjamin Vondra
VW Mitigation Program
101 E. Wilson St., 6th Floor
Madison, WI 53707

After receiving the completed documents they will be routed internally for DOA signature. After the agreements are fully executed I will provide copies to you. Please note that DOA must receive draft copies of purchase orders prior to transmittal to a vendor. Please ensure no program expenses are incurred prior to the full execution of grant agreements by DOA.

Finally, electronic copies of reporting forms will be provided to grantees in separate correspondence.

Please contact me if questions arise.

Ben Vondra | VW Mitigation Program Administrator
Department of Administration
Division of Enterprise Operations
benjaminh.vondra@wisconsin.gov
(608) 261-6262

Project ID: VW-BUS-SHEB-01

GRANT AGREEMENT
BETWEEN THE

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

DIVISION OF ENTERPRISE OPERATIONS
VOLKSWAGEN MITIGATION TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM

AND

CITY OF SHEBOYGAN

THIS AGREEMENT is made and entered into by and between the Division of Enterprise Operations ("Division"), Department of Administration ("Department"), representing the State of Wisconsin (collectively "State"), and City of Sheboygan ("Grantee").

WHEREAS, §16.047(4m), Wis. Stats., provides that the Department shall establish a program to competitively award grants of Volkswagen ("VW") settlement funds from the appropriation under §20.855(4)(h), Wis. Stats. to eligible applicants for the replacement of eligible public transit vehicles; and

WHEREAS, on behalf of the State, the Department administers the Volkswagen Mitigation Transit Capital Assistance Grant Program ("Program") through the Division to provide funds for eligible activities; and

WHEREAS, City of Sheboygan is an eligible applicant under §16.047(4m), Wis. Stats.; and

WHEREAS, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, the State has approved an initial award to Grantee in an amount not to exceed $451,500.00 for eligible activities herein described; and

WHEREAS, the terms and conditions herein shall survive the Performance Period and shall continue in full force and effect until Grantee has completed and is in compliance with all the requirements of this Agreement; and

WHEREAS, this Agreement is mutually exclusive and is distinguished from all previous Agreements between Grantee and the State and contains the entire understanding between the parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as follows:

The following documents are part of this Agreement:

1) Attachment A – Statement(s) of Work (most recent version)
2) Attachment B – Reimbursement Request
3) Attachment C – Eligible and Ineligible Activities
4) Attachment D – Budget
5) Attachment E – Reporting Form

The following documents are made part of this Agreement by reference:

1) Completed Grant Application (including Appendix A)
2) Volkswagen Diesel Emissions Environmental Mitigation Trust Agreement for State Beneficiaries, Puerto Rico, and the District of Columbia (the "State Trust Agreement")
3) Grant Announcement - VW Mitigation Program Transit Capital Assistance Grant Program

Project ID: VW-BUS-SHEB-01

CITY OF SHEBOYGAN	STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION
BY: _____ Name	**BY:** _____ Joel T. Brennan
TITLE: _____	**TITLE:** Secretary
DATE: _____	**DATE:** _____

GENERAL TERMS AND CONDITIONS

ARTICLE 1. AGREEMENT ADMINISTRATION

The Division employee responsible for the administration of this Agreement shall be Benjamin Vondra, VW Mitigation Program Administrator, Division of Enterprise Operations and who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

Grantee's employee responsible for the administration of this Agreement shall be Derek Muench, who shall represent Grantee's interest regarding Agreement performance, financial records and related considerations. The Division shall be immediately notified of any change of this designee.

ARTICLE 2. APPLICABLE LAW

This Agreement shall be governed by the Laws of the State of Wisconsin and the United States. In addition, Grantee pledges to abide by and comply with the following requirements:

1. Agreement funds shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this program whether under local, state or federal law, without the consent of the State.
2. Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under §19.41, Wis. Stats. *et seq* and §19.59, Wis. Stats. *et seq*.

ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION

Grantee shall at all times comply with and observe all federal and state laws and published circulars, local laws, ordinances, and regulations which are in effect during the Performance Period of this Agreement and which in any manner affect the work or its conduct.

In carrying out any provisions of this Agreement or in exercising any power or authority contracted to Grantee thereby, there shall be no personal liability upon the State, it being understood that in such matters the Division and the Department act as agents and representatives of the State.

Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of Grantee, or of any of its agents or subrecipients, in performing work under this Agreement.

Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and subrecipient(s) to perform services or otherwise supply products or services. Grantee shall also hold the State harmless for any audit disallowance related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

ARTICLE 4. STATEMENT OF WORK

1. Grantee shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on any Statement of Work approved by the Division. Changes to any Statement of Work may be made only by written agreement of both the Division and Grantee.
2. Grantee shall complete all work tasks that it commits to in any approved Statement of Work. Failure to meet this requirement may result in termination of this contract under ARTICLE 11 of this contract.

3. All Statements of Work shall constitute a written amendment to this Agreement setting forth the nature and scope thereof. The State reserves the right to determine whether the scope or expenses provided in a Statement of Work are eligible under §16.047(4m), Wis. Stats. and the State Trust Agreement. Any such continuance of service which would cause compensation to exceed the total amount of this Agreement shall be contingent upon the above provision and the appropriation of necessary funds by the Legislature.

4. The Department maintains responsibility for the interpretation of terms, conditions and costs listed in the Statement of Work.

5. In the event of conflict between the provisions of the Terms and Conditions and the Statement of Work and Budget, the provisions of the Statement of Work and Budget shall prevail.

ARTICLE 5. PERIOD OF PERFORMANCE

Grantee may only incur eligible project expenses during the time period between **the date of Agreement execution by the Department** and **June 30, 2025** (the "Performance Period"). All reimbursement requests must be received by the Department during the Performance Period.

ARTICLE 6. STANDARDS OF PERFORMANCE

Grantee shall perform activities as set forth in any approved Statement of Work and described herein in accordance with those standards established by statute, administrative rule, the Division, and any applicable professional standards.

ARTICLE 7. SUBLET OR ASSIGNMENT OF AGREEMENT

Grantee, its agents, subgrantees or subcontractors shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the Division. The Division reserves the right to reject any subcontractor or subgrantee after notification. Grantee shall be responsible for all matters involving any subcontractor or subgrantee engaged under this Agreement, including grant compliance, performance, and dispute resolution between itself and a subcontractor or subgrantee. The State or Division bears no responsibility for subcontractor or subgrantee compliance, performance, or dispute resolution hereunder.

ARTICLE 8. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

If a State public official (as defined in §19.42, Wis. Stats.) or an organization in which a State public official holds at least a 10% interest is a party to this Agreement, this Agreement shall be voided by the State unless timely, appropriate disclosure is made to the State of Wisconsin Ethics Commission, P.O. Box 7125, Madison, Wisconsin 53707-7125.

Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Agreement without the prior written consent of the State and the employer of such person or persons.

ARTICLE 9. NONDISCRIMINATION IN EMPLOYMENT

Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in §51.01(5), Wis. Stats., sexual orientation as defined in §111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, Grantee shall take affirmative action to ensure equal employment opportunities. Grantee shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the State setting forth the provisions of the nondiscrimination clause.

Failure to comply with the conditions of this clause may result in the declaration of Grantee ineligibility, the termination of this Agreement, or the withholding of funds.

ARTICLE 10. SMALL BUSINESS AND MINORITY-OWNED BUSINESSES

Grantee shall make positive efforts to utilize small business and minority-owned business sources of supplies and services. Such efforts shall allow these sources the maximum feasible opportunity to compete for contracts or subcontracts to be performed utilizing state or federal funds.

ARTICLE 11. TERMINATION AT WILL

The Division may terminate this Agreement at any time with or without cause by delivering written notice to Grantee by Certified Mail, Return Receipt Requested, not less than 30 days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the State's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination plus any termination expenses having prior written approval of the State.

Grantee may terminate this Agreement with or without cause by delivering written notice to the Division by Certified Mail, Return Receipt Requested, not less than 30 days prior to effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of termination. Upon receipt of termination notice, Grantee shall make available to the Division program records, equipment, and any other programmatic materials. In the event the Agreement is terminated by either party, for any reason whatsoever, Grantee shall refund to the Division within forty-five (45) days of the effective date of notice of termination any payment made by the Division to Grantee which exceeds actual approved costs incurred in carrying out the project as of the date of termination.

ARTICLE 12. TERMINATION FOR NONAPPROPRIATION

The State reserves the right to terminate this Agreement in whole or in part without penalty due to nonappropriation of necessary funds by the Legislature.

ARTICLE 13. FAILURE TO PERFORM

The State reserves the right to suspend payment of funds if required reports are not provided to the State on a timely basis or if performance of grant activities is not evidenced. The State further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other contracts between the State and Grantee in whole or in part.

Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the State and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

ARTICLE 14. PUBLICATIONS

Grantee may, but is not required to, acknowledge the financial assistance provided by the Department in any report, study, video, website or other document resulting from this contract.

ARTICLE 15. AMENDMENT

This Agreement may be amended at any time by mutual consent of the parties hereto. Amendments shall be documented by written, signed and data addenda.

ARTICLE 16. SEVERABILITY

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions and shall in no way affect the validity of this Agreement.

ARTICLE 17. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

ARTICLE 18. FORCE MAJEURE

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the nonperforming party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

ARTICLE 19. CHOICE OF LAW AND VENUE

In the event of a dispute this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin, to the extent that there is no conflict with Federal law or applicable program requirements. The venue for any dispute shall be Dane County, Wisconsin.

FISCAL TERMS AND CONDITIONS

ARTICLE 20. SOURCE AND AVAILABILITY OF FUNDS

Funds have been appropriated by the Wisconsin Legislature for the eligible expenses covered under this Agreement. Funds awarded under this Agreement have been encumbered and are subject to the continued availability of funding from the State of Wisconsin. Funds are also subject to continued availability from the Volkswagen Diesel Emissions Environmental Mitigation Trust.

ARTICLE 21. VARIANCES

Certain variances to the budget outlined in the Statement of Work may be permissible. The changes shall be agreed to by both parties and approved by the Division in writing. A variance shall not be used to authorize a revision of the amount awarded or a change in the performance period. Such changes shall be made by amendment to the Agreement.

ARTICLE 22. ELIGIBLE COSTS

Eligible Costs are those costs which can be audited, and which are directly attributable to grant activities and identified and approved in any Statement of Work, Budget and/or Eligible and Ineligible Activity List.

1. Eligible Costs subject to reimbursement by this Grant may not be incurred prior to the execution of this Agreement by the State.

2. Costs only as identified in the Budget and described in the Statement of Work are allowed.

3. All methods of charging expenses against this Agreement shall be submitted for review and approval by the State.

ARTICLE 23. REIMBURSEMENT OF FUNDS

Grantee shall return to the State or other appropriate governmental agency or entity any funds paid to Grantee in excess of the allowable eligible costs under this Agreement. If Grantee fails to return excess funds, the State may deduct the appropriate amount from subsequent payments due to Grantee from the State. The State also reserves the right to recover such funds by any other legal means including litigation if necessary.

Grantee shall be responsible for reimbursement to the State for any disbursed funds, which are determined by the State to have been misused or misappropriated. The State may also require reimbursement of funds if the State determines that any provision of this Agreement has been violated. Any reimbursement of funds which is required by the State, with or without termination, shall be due within forty-five (45) days after giving written notice to Grantee.

ARTICLE 24. LIMITED USE OF PROGRAM FUNDS

This Agreement is a mutually exclusive Agreement. Grantee shall not apply funds authorized pursuant to other agreements toward the activities for which funding is authorized by this Agreement nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other Program Agreements. The word "funds" as used in this Article does not include Program Income.

ARTICLE 25. FINANCIAL MANAGEMENT

Grantee agrees to maintain a financial management system to assure funds are spent in accordance with applicable laws and regulations and to assure that accounts and accounting records for funds received under this Agreement are segregated from other Agreements, programs, and/or projects.

ARTICLE 26. METHOD OF PAYMENT

The Department shall make payment via electronic funds transfer/check to Grantee. Payment shall only be made after the Department confirms reimbursement materials are complete and accurate, Grantee activities are compliant with all program requirements, and all program expenses are eligible and occurred within the period of performance.

The Department will not make payments during the final two weeks of June.

ARTICLE 27. GRANTEE REQUESTS FOR REIMBURSEMENT

This is a reimbursement program. Grantee must adhere to the requirements found in Attachment C (Reimbursement Request) in order for payment to be made.

The Department shall make payment if it determines that expenses provided in a Statement of Work are eligible under §16.297, Wis. Stats. and eligible under the "State Trust Agreement." Reimbursement requests shall be accepted by the Department throughout the Period of Performance. Grantee shall submit reimbursement materials as electronic files to the following email address:

vwsettlement@wisconsin.gov

Hardcopies of materials, only when requested by the Division, shall be sent to the following address:

Volkswagen Mitigation Program
Department of Administration
Division of Enterprise Operations
101 East Wilson Street, 6th Floor
PO Box 7867
Madison, WI 53707-7867

All reimbursement requests must be received by the Department during the Performance Period.

ARTICLE 28. SHARED REVENUE REDUCTION

Grantee agrees that the receipt of agreement funds under this program will result in a reduction of future shared revenue payments pursuant to §79.035(7), Wis. Stats. Payment reductions shall be calculated by the Department in accordance with §79.035(7), Wis. Stats and processed by the Department of Revenue. Shared revenue reductions shall begin with the shared revenue payment following the first grant reimbursement payment to Grantee and continue for 10 consecutive annual payments by equal amounts. If in any year the reduction exceeds the shared revenue payment under §79.035(7), Wis. Stats the excess amount of the reduction will be applied to the payment under §79.04, Wis. Stats.

Grantee's total shared revenue payment reduction shall be equal to 20 percent of the total amount of agreement funds received under §16.047 (4m), Wis. Stats. The Department shall calculate each shared revenue reduction based on the percentage listed above and each grant reimbursement payment made to Grantee.

The resulting shared revenue reduction(s) shall be processed by the Department of Revenue pursuant to §79.035(7), Wis. Stats.

Grantee may receive reductions in both the July and November shared revenue payments if a reduction exceeds the total shared revenue payment for July. Reductions split between July and November shared revenue payments shall constitute one consecutive annual payment reduction.

ADMINISTRATIVE TERMS AND CONDITIONS

ARTICLE 29. SINGLE AUDIT REQUIREMENT

Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

Grantees which received state funds during their fiscal year shall comply with the requirements set forth in the State Single Audit Guidelines issued by the Department. Audit reports are due to the State within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

Please review the Department of Administration's Single Audit Compliance Supplement for details on submission of the reporting package (https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx).

ARTICLE 30. EXAMINATION OF RECORDS

The Department and any of its authorized representatives shall have access to and the right at any time to examine, audit, excerpt, transcribe and copy on Grantee's premises any directly pertinent records and computer files of Grantee involving transactions relating to this Agreement. Similarly, the State shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the State. Such material shall be retained for three years by Grantee following final payment on the Agreement.

This provision shall also apply in the event of cancellation or termination of this Agreement. Grantee shall notify the State in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to Grantee and shall be reimbursed by the State.

The minimum acceptable financial records for the project consist of: 1) Inventory records and supporting documentation for allowable equipment and services purchased to carry out the project scope; 2) Documentation of Agreement Services and Materials; and 3) Any other records which support charges to project funds. Grantee shall maintain sufficient segregation of project accounting records from other projects or programs.

ARTICLE 31. PROJECT ID

The Agreement shall include a unique Project ID number assigned by the Department for purposes of project administration. Grantee shall refer to the Project ID when requesting reimbursement.

SPECIAL TERMS AND CONDITIONS

ARTICLE 32. COMPETATIVE PROCUREMENT PRACTICES

Grantee shall utilize competitive procurement practices for products and services purchased as a result of this award. Procurement practices shall follow applicable local and state law. Grantee is responsible for providing proof that competitive procurement practices and applicable state and local law were followed. If Grantee elects to purchase products or services from a cooperative purchasing contract where Grantee was not the primary procurement agent, Grantee is responsible for providing proof that competitive procurement practices were followed.

ARTICLE 33. REASONABLE COSTS

Grantee shall make reasonable efforts to control unit costs for products and services procured as a result of this Agreement. For purposes of this Article 33, whether Grantee's efforts to control unit costs are reasonable is subject to review by the Department as part of an Agreed Upon Procedures Audit as set forth in Article 34, and the Department's determination as to the reasonableness of such efforts shall be conclusive.

ARTICLE 34. AUDITS

Grantee shall perform an "Agreed Upon Procedures Audit" on request. This audit shall consist of procedures and questions agreed upon by the State and the Auditor and shall expand beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

ARTICLE 35. EQUIPMENT ACCOUNTABILITY

Title to equipment purchased with funds provided under this Agreement shall vest in Grantee's name, unless otherwise specified by an attachment. Disposition of any eligible buses shall be in accordance with the scrappage requirements of the program in Attachment A – Statement of Work. Disposition of any other equipment shall be in accordance with applicable law. The Department reserves the right to restrict disposal, transfer or use of all equipment in order to maintain compliance with the "State Trust Agreement."

ARTICLE 36. PATENT INFRINGEMENT

Grantee covenants that it shall, at its own expense, defend every suit which shall be brought against the State of Wisconsin (provided that such Grantee is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale of use of such articles and agrees that it shall pay all costs, damages, and profits recoverable in any such suit.

ARTICLE 37. PROGRAM INCOME

Program Income means gross income received by Grantee that is directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously paid for eligible expenses; interest earned on any or all Agreement funds obtained from the State; proceeds derived after the Agreement close out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program Income pending its disposition.

All Program Income shall be recorded and shall be provided to the Department upon request.

ARTICLE 38. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

Grantee certifies that to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b); and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this article, such prospective participant shall attach an explanation to this proposal.

ARTICLE 39. INFORMATION SHARING REQUIREMENTS

The Department may periodically request specific information from Grantee to comply with legislative inquiry, state statute, federal law, State Trust Agreement requirements or for other reasons. Grantee agrees to provide the requested information to the Department within 21 calendar days in a form and format determined by the Department. This section is in addition to Grantee's reporting requirements as specified in Attachment E – Reporting Form.

ARTICLE 40. USE OF ASSETS PURCHASED WITH AGREEMENT FUNDS

Grantee must use assets purchased with agreement funds for public mass transit service for the entire useful life of the asset. The Department adopts the useful life definition and minimum useful life standards for buses and equipment set forth by the Federal Transit Administration (FTA) in FTA Award Management Circular (5010.1E), revised 7-16-2018, except when noted. Grantee must notify the Department when the asset is permanently withdrawn from revenue service or experiences a casualty loss. The Department relinquishes any interest in the asset(s) when the asset(s) reaches its useful life standard or the asset's fair market value falls below 10 percent of its original purchase price.

Grantee shall pay all fuel, taxes, fees, maintenance, administrative and other operating costs associated with the asset(s) purchased with agreement funds. Grantee agrees to maintain the asset(s) in accordance with manufacturer recommendations and keep the asset(s) in a state of good repair. Grantee confirms that financial capacity exists to operate and maintain the asset(s) throughout the useful life of the asset(s).

In the event Grantee receives insurance proceeds resulting from the asset's total loss, Grantee shall use proceeds towards a replacement asset of similar kind or, if Grantee and the Department jointly determine the replacement of the asset to be burdensome or otherwise counter to program objectives, proceeds may be used for other means mutually agreed to by both parties in writing.

Grantee agrees that it will not transfer title, lease, lien, pledge, mortgage, or any other similar action prior to reaching the minimum the useful life standard of the asset(s) without written approval of the Department.

ARTICLE 41. COMPLIANCE MONITORING

The Department may conduct on-site compliance checks during the Period of Performance to ensure Program objectives are being met and Grantee activities are compliant with State Trust Agreement and Grant Agreement requirements. Grantee agrees to make personnel, documents, sites, assets and other records available for immediate inspection by an authorized representative of the Department.

ARTICLE 42. LOBBYING

Program funds may not be used to influence federal contracts or financial transactions.

ARTICLE 43. TRAINING-WORKSHOPS-SEMINARS-EXHIBIT SPACE

If any portion of the funds shall be used to support training, workshops, seminars, exhibit space, etc., the Department shall receive complimentary registration and/or exhibit/booth space, if requested.

ARTICLE 44. NONDISCRIMINATION IN CONTRACTING

Pursuant to 2019 Wisconsin Executive Order 1, grantee agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

ATTACHMENT A
STATEMENT OF WORK

VOLKSWAGEN MITIGATION TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM

For the Grant Agreement Between the
State of Wisconsin, Department of Administration, Division of Enterprise Operations
And
CITY OF SHEBOYGAN

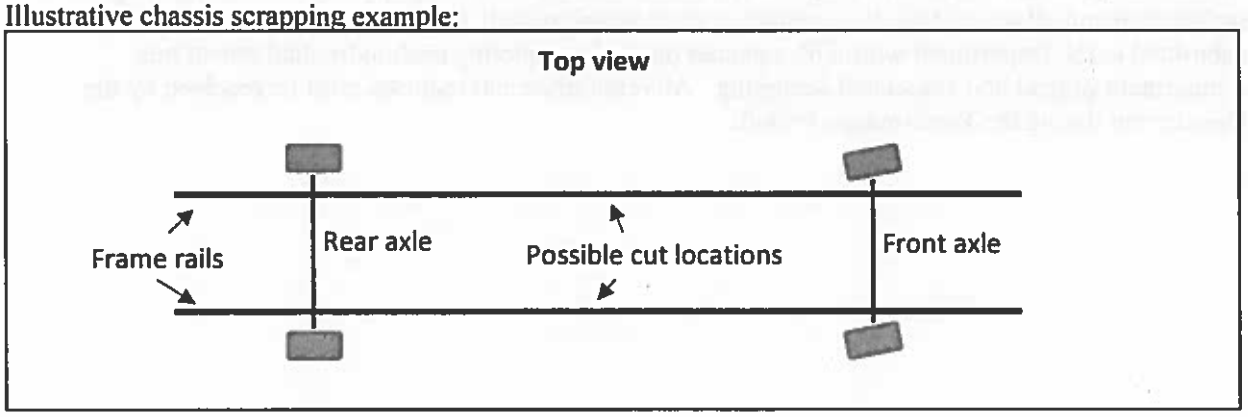
PROJECT ID: VW-BUS-SHEB-01

MARCH 22, 2019

Summary
Grantee shall replace eligible buses identified in the Project Budget by purchasing, owning and operating a new bus as identified in the Project Budget. Grantee shall scrap all eligible old buses as identified in the Project Budget.

Scrap eligible old buses
Grantee shall replace eligible old buses identified in the Project Budget by scrapping and making them available for recycle, in accordance with the State Trust Agreement and this Grant Agreement. Scrapping shall mean to render inoperable and available for recycle, and, at a minimum, to specifically cut a 3-inch hole in the engine block for all engines. Scrapped shall also include the disabling of the chassis by cutting the vehicle's frame rails completely in half in at least two locations on separate sides of the vehicle between the front and rear axles. Scrapping shall be completed within 90 days of accepting delivery of the replacement bus(es). Per Grantee's request, the Department may grant approval for alternative scrapping methods in writing. Such approval must be obtained prior to the scrapping activity.

Illustrative chassis scrapping example:



Purchase eligible new buses
Grantee shall purchase, own and operate eligible new heavy-duty public transit buses for the purposes of carrying passengers in a public mass transit system operating in the State of Wisconsin.

1) New buses must be eligible under the State Trust Agreement and under §16.047(4m), Wis. Stats.

a) Eligible new buses must be owned by the Grantee and titled in the Grantee's name or Grantee's Governmental Agent (e.g. Transit Authority) or Department.
b) All vendors must be selected in accordance with local public contracting law. If no local public contracting law or regulations exist, the Grantee shall utilize state public contracting law and procurement processes. If the Grantee elects to purchase products or services from a cooperative purchasing contract where the Grantee was not the primary procurement agent, the Grantee is responsible for providing proof that competitive procurement practices were followed.
c) New buses must have an engine model year the same year as when the replacement occurs or one engine model year prior. For example, if bus replacement occurs in 2020, the engine model year of the new bus must be 2020 or 2019. A bus with an engine model year of 2018 or older would not be eligible for reimbursement under this example.
d) Grantee shall provide cost estimate documentation to the Department, and to the satisfaction of the Department, for all purchases over $25,000. For example, cost estimate documentation may be a vendor's quote, bid price sheet or similar document.

2) The Grantee shall submit draft Purchase Order(s) (PO) and itemized equipment lists to the Department for review prior to sending any POs to a vendor. Any expenses ineligible for reimbursement shall be on a separate PO, such as extras, add-ons, special order, or additional equipment. This will help ensure the Department is aware of project activities and has an opportunity to review and prepare for project reimbursement.

3) The Department will not work directly with a Grantee's vendor, except at the discretion of the Department, and will not accept reimbursement requests from a vendor.

Reporting

Grantee shall submit reports to the Department as specified in Attachment E – Reporting Form.

Reimbursement

This is a reimbursement program. Grantee must incur eligible project costs and pay for all project costs before requesting reimbursement. Grantee must complete reimbursement requests as specified in Attachment B – Reimbursement Request. All documents must be completed to the Department's satisfaction and all supporting documentation must be submitted. Reimbursement requests shall be submitted to the Department within 60 calendar days of completing each individual transit bus replacement project and associated scrapping. All reimbursement requests must be received by the Department during the Performance Period.

ATTACHMENT B: REIMBURSEMENT REQUEST
TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM

INSTRUCTIONS

This Excel workbook is available electronically at https://doa.wi.gov/Pages/vwsettlementwisconsin.aspx

Complete this Excel workbook to request reimbursement of eligible expenses under the Volkswagen Mitigation Transit Capital Assistance Grant Program administered by the Department of Administration (DOA). This program is funded from Volkswagen Diesel Emissions Environmental Mitigation Trust for State Beneficiaries, Puerto Rico, and the District of Columbia. Incomplete forms may not be considered. Personal information collected will be used for grant administration and may be provided to requesters to the extent required by Wisconsin's Open Record law.

Before completing this workbook, carefully review your grant agreement!

BUS REPLACEMENT REIMBURSEMENT REQUEST

- This workbook contains seven (7) worksheets. Review and complete all worksheets electronically.
- Entry fields with light blue background color must be completed unless otherwise noted.
- Complete a separate workbook for each replacement bus project.
- Send the final, completed electronic workbook to DOA via email to request reimbursement. Ensure all supporting documentation is included in your reimbursement request email.
- Reimbursement requests shall be submitted to the Department within 60 calendar days of completing each individual transit bus replacement project and associated scrapping. All reimbursement requests must be received by the Department during the Performance Period shown in the Grant Agreement.
- Email all documents to DOA at vwsettlement@wisconsin.gov

INFRASTRUCTURE REIMBURSEMENT REQUEST

Contact DOA VW Mitigation Program Administrator for instructions on requesting reimbursement for non-vehicle, infrastructure expenses, if allowed by your Grant Agreement.

Benjamin Vondra
benjaminh.vondra@wisconsin.gov
608-261-6262

ATTACHMENT B: REIMBURSEMENT REQUEST
TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM

REIMBURSEMENT CHECKLIST

GRANTEE: Enter Grantee Name (as it appears on grant agreement)

PROJECT ID # *(from grant agreement)* Enter Project ID #

This documentation was completed and submitted by:

Name:

Date:

Title:

Phone:

Email:

Check off all items included with the reimbursement request. All items are REQUIRED.

Workbook items:

- ☐ Reimbursement Checklist
- ☐ Reimbursement Cover Page
- ☐ Vehicle Inspection Form
- ☐ Procurement Certification & Supporting Documents
- ☐ Certificate of Engine and Chassis Destruction
- ☐ NOx Air Quality Data

Additional items:

- ☐ Reimbursement Request Letter on Grantee Letterhead
- ☐ Copy of Purchase Order(s) *(for bus purchase and for scrapping services)*
- ☐ Copy of Vendor Invoice(s) *(for bus purchase and for scrapping services)*
- ☐ Proof of Payment From Grantee to Vendor *(e.g. copy of check, accounting sheet)*
- ☐ Before and After Scrapping Photographs *(details on Certificate of Destruction in workbook)*
- ☐ Copy of MV1 Title/License Plate Application for Replaced Bus *(provides proof of ownership)*
- ☐ Copy of MV1 Title/License Plate Application for New Bus
- ☐ Any additional materials if specified in the grant agreement
- ☐ Cost documentation for all purchases over $25,000 *(bid price sheet, vendor quote, etc.)*

ATTACHMENT B: REIMBURSEMENT REQUEST
TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM

COVER PAGE

Statement: The Grantee formally requests reimbursement for eligible expenses outlined in the attached documentation and in accordance with the Agreement.

GRANTEE: Enter Grantee Name (as it appears on grant agreement)

TOTAL REIMBURSEMENT REQUEST ($): $ -

REIMBURSEMENT REQUEST #: *(sequential)*

Grantee Address

Street 1:
Street 2:
City:
Zip:

Scrapped Bus

Vehicle Make:
Vehicle Model:
Vehicle Model Year:
VIN:
Engine Make:
Engine Model:
Engine Model Year:
Engine Serial No:
Engine Family No:
Fleet ID #:
Scrapping Date:
Scrapping Cost: $ -
Scrapping Income: $ -
Maximum Eligible Scrapping Reimbursement (calculated): $ -

New Bus

Vehicle Make:
Vehicle Model:
Vehicle Model Year:
VIN:
Engine Make:
Engine Model:
Engine Model Year:
Engine Serial No:
Engine Family No:
Fleet ID #:
Delivery Date:
Date Placed in Service:
New Bus Expenses Eligible for Reimbursement: $ -

ATTACHMENT B: REIMBURSEMENT REQUEST
TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM

NEW VEHICLE INSPECTION FORM

Grantee: Enter Grantee Name (as it appears on grant agreement)

TOPIC	REQUIREMENT	PASS / FAIL	NOTES
FMVSS Sticker	Affixed to vehicle		
Interior Finish	Clean and adheres to contract specs		
Exterior Finish	Clean and adheres to contract specs		
Interior Lighting	Operable and adheres to contract specs		
Exterior Lighting	Operable and adheres to contract specs		
Accessible Lift / Ramp	Operable and adheres to contract specs		
Chassis / Frame	Inspect for leaks, damage, etc.		
Electrical	Inspect electrical system where applicable, including battery(ies)		
HVAC	Run heater, AC, fan and inspect compressor / condenser		
Engine	Inspect for leaks, loose components and noises. Operates as expected, gauges read normal		
Brakes / Parking brake	Tested and operates as expected		
Speed	Vehicle tested at varying speeds and on a roadway with posted speed limit at least 50mph		
Wipers / Windows / Seats	Tested and operates as expected		
Safety	Vehicle equipped with first aid kit, fire extinguisher and orange triangles		
Other	Report other tests or issues		

Mechanic / Authorized Representative Signature: *Type Signature Here*
(typed electronic signatures acceptable)

Print:

Date:

ATTACHMENT B: REIMBURSEMENT REQUEST
TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM

PROCUREMENT & CONTRACTING CERTIFICATION

Grantee: Enter Grantee Name (as it appears on grant agreement)

Certification Statements *(check all, sign and date)* :

- ☐ *I certify that the purchase of the products and/or services presented for reimbursement were procured and contracted in a manner compliant with state and local procurement and contracting law.*

- ☐ *I understand that if all or part of the products and/or service expenses presented for reimbursement were not procured or contracted in a manner compliant with state and local procurement and contracting law, those products and/or services are ineligible for reimbursement from DOA and the VW Environmental Mitigation Trust Fund.*

- ☐ *I certify that supporting documentation showing compliance with state and local procurement and contracting law is included with this reimbursement request.*

This certification MUST be accompanied by supporting documentation showing state and local procurement and contracting laws have been followed. Examples of supporting documentation may include:

- copy of contract with vendor showing quoted prices
- screenshot of online procurement materials
- narrative of procurement process followed, including timeline
- procurement documents, showing products and services
- emails or other communications of procurement processes

Signature of Authorized Representative:

Signature: *Type Signature Here* Date:

(typed electronic signatures acceptable)

Print:

ATTACHMENT B: REIMBURSEMENT REQUEST
TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM

CERTIFICATE OF ENGINE & CHASSIS DESTRUCTION

This form must be completed for each scrapped bus. Carefully review your grant agreement and statement of work for detailed scrapping requirements. Improperly scrapped vehicles will result in the Department withholding reimbursement of eligible new vehicle costs. Contact the VW Program Administrator with questions.

Grantee: Enter Grantee Name (as it appears on grant agreement)

Scrapping Company *(if not scrapped in-house)*

Company Name:

Scrapping Company Representative:

Phone:

Street 1: City:

Street 2: Zip:

Scrapped Vehicle Information

Scrapping Date: 1/0/1900

Vehicle Make: 0 Vehicle Model Year: 0

Vehicle Model: 0 VIN:

Engine Make: 0 Engine Model Year: 0

Engine Model: 0 Engine Serial No:

Submit the following photographs to the Department.

- Photos must be submitted via email as .jpeg images to vwsettlement@wisconsin.gov.
- Filenames of photos must clearly describe what is in the photo.
- Submit the following photographs:
  - a) side-profile of vehicle
  - b) VIN label, etching or stamp
  - c) Engine label(s) showing manufacturer name and engine serial number
  - d) Chassis rails cut in half
  - e) Engine block, prior to hole, with measurement markings
  - f) Engine block, after hole, with measurement
  - g) Others, as requested by the Department

Grantee Certification Statement

I certify that within 90 days of receiving delivery of the replacement vehicle, the replaced vehicle was rendered inoperable and available for recycle. The engine has been disabled by causing a 3-inch hole to be cut in the engine block. In addition, the chassis of the vehicle was disabled by cutting the vehicle's frame rails completely in half in not less than two places between the front and rear axles. Before and after photographs have been included with the request for reimbursement.

Grantee Authorized Signature: *Type Signature Here*

(typed electronic signatures acceptable)

Name:

Date:

ATTACHMENT B: REIMBURSEMENT REQUEST
TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM

NOx DATA *(for EPA DEQ Final Calculations)*

SCRAPPED BUS

Engine Model Year:	0		
Fuel Type:			
Annual Fuel Gallons:	0	☐	*Check if estimated*
Annual Miles Traveled:	0	☐	*Check if estimated*
Avg. Daily Idling Hours:	0.0	☐	*Check if estimated*
Avg. Days Used Per Year:	0	☐	*Check if estimated*
Avg. Idling Hours Per Year:	0		*calculated*
Scrapping Year:			
Estimated Life Remaining (years):	0		

NEW BUS

Fuel Type:			
New Engine Model Year:	0		
Annual Diesel Gallons Reduced*:	0	☐	*Check if estimated*

**If the new bus will have the same MPG rating and be used in a similar way to the old bus, enter "0".*

ATTACHMENT C
ELIGIBLE AND INELIGIBLE ACTIVITIES

VOLKSWAGEN MITIGATION TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM

For the Grant Agreement Between the
State of Wisconsin, Department of Administration, Division of Enterprise Operations
And
CITY OF SHEBOYGAN

PROJECT ID: VW-BUS-SHEB-01

MARCH 22, 2019

The Department maintains responsibility for the interpretation of terms, conditions and costs listed. The Department reserves the right to alter the list of eligible and ineligible activities at any time to maintain consistency with the Beneficiary State Trust, Trustee guidance, State Statute and the Department's interpretation of program rules. The list of ineligible activities is provided as a courtesy to Grantee and is not exhaustive.

Scrapping Activities		Eligible	Ineligible
1.	Activities directly related to the scrapping expense of a contractor.	X	
2.	Activities directly related to the labor and material expenses of conducting scrapping in-house.	X	
3.	Towing of a vehicle to a scrapping contractor.		X
4.	Grantee expenses related to preparing a vehicle for scrapping (i.e. draining fluids).		X
5.	Any expenses to disable, remove or transfer equipment except activities explicitly called for by the Agreement's scrapping requirement.		X
6.	Vehicle storage fees.		X
7.	Bad debts, late payment fees, finance charges or contingency funds, interest, and investment management fees. Liens or other interests on any replaced bus.		X

New Vehicle Activities		Eligible	Ineligible
1.	Base chassis, drivetrain, and body components (i.e. engine, frame, body, windows, tires, etc.).	X	
2.	Basic fit and finish only when installed by the vendor and incorporated into the vehicle prior to vehicle delivery to Grantee. (i.e. seating, flooring, ADA securement, lighting, etc.).	X	

3.	Trim, customary interior and exterior product packages, certain drivetrain options, accessibility features, life-safety equipment required by law and similar equipment customarily ordered by the Grantee or in order to maintain consistency with the Grantee's existing fleet or as an improvement to the Grantee's existing fleet as documented in planning materials (i.e. LED lighting, window upgrades, driver seating upgrades, heating and cooling equipment) and only when installed by the vendor and incorporated into the vehicle prior to vehicle delivery to Grantee.	X	
4.	Customary manufacturer vehicle delivery charges.	X	
5.	Purchase or installation of new farebox or fare collection equipment only when installed by vendor during assembly and prior to vehicle delivery to Grantee.	X	
6.	Decals, vehicle wraps, signage, bike racks or other similar exterior accessories customarily ordered by the Grantee or in order to maintain consistency with the Grantee's existing fleet or as an improvement to the Grantee's existing fleet as documented in planning materials, only when installed by vendor during assembly and prior to vehicle delivery to Grantee.	X	
7.	Communication equipment (i.e. two-way radio) only when installed by vendor during assembly and prior to vehicle delivery to Grantee.	X	
8.	Title, license and other vehicle registration fees.		X
9.	Training, training materials, workshops and travel of Grantee staff or contractors that is beyond what is included in the base vehicle cost.		X
10.	Operating expenses (i.e. data service plans, maintenance packages, operating software, fuel, insurance, wages, fringe, etc.).		X
11.	Grantee administrative expenses associated with the ordering, procurement, delivery, registration or other start-up costs of the vehicle.		X
12.	Extensive technology upgrades (hardware or software), as determined by the Department, that are above the base option available from the manufacturer, unless explicitly authorized by the Department in writing prior to issuance of a purchase order.		X
13.	Attorney fees. Engineering/consultant fees. Taxes, except sales tax on eligible equipment and expenses.		X
14.	Extensive or uncustomary upfit, upgrades or extras, as determined by the Department.		X
15.	Transfer or installation of equipment from any vehicle into a new vehicle.		X
16.	Maintenance tools, repair equipment, spare parts or similar items.		X

ATTACHMENT D
BUDGET

VOLKSWAGEN MITIGATION TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM

For the Grant Agreement Between the
State of Wisconsin, Department of Administration, Division of Enterprise Operations
And
CITY OF SHEBOYGAN

PROJECT ID: VW-BUS-SHEB-01

MARCH 22, 2019

1) 100% of eligible expenses to scrap the following bus(es) and engine(s).

VIN	Vehicle Make	Vehicle Model	Engine Model Year	Engine Serial Number	Fleet ID #	Scrapping Allowance
15GGE291651091035	Gillig	30'	2005	46535813	502	$1,500.00

2) 100% of eligible expenses to purchase the following new bus(es).

Anticipated PO Date (MM/YY)	Vehicle Make	Vehicle Model	Engine Model Year	Engine Type	Reimbursement not to exceed
	Gillig	35'	Calendar year in which replacement occurs or one model year prior	Clean Diesel	$450,000.00

ATTACHMENT E
REPORTING FORM

VOLKSWAGEN MITIGATION TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM

For the Grant Agreement Between the
State of Wisconsin, Department of Administration, Division of Enterprise Operations
And
CITY OF SHEBOYGAN

PROJECT ID: VW-BUS-SHEB-01

MARCH 22, 2019

The Department must meet Trustee reporting requirements, including semi-annual reports describing the progress in implementing each project. The Department must collect information from the Grantee in order to create these reports. The Department must also collect information to track project implementation in accordance with program terms and conditions.

Grantee shall report twice annually on program activities. Grantee shall report on the period beginning when the Grant Agreement is fully executed and terminating when the recipient has received final payment for all projects as shown in Attachment D – Budget. Failure to submit complete and accurate reports prior to the reporting deadline may constitute cause for suspension of payments or agreement termination.

Submission due dates:

Reporting Period	Due Date
January 1 through June 30	July 15
July 1 through December 31	January 15

INSTRUCTIONS

1) Complete all fields.
2) Sign and date
3) Save form, keep a copy for your records
4) Submit the completed, electronic copy of this form to vwsettlement@wisconsin.gov

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENTERPRISE OPERATIONS
VW MITIGATION PROGRAM
03/2019

101 EAST WILSON STREET, 6TH FLOOR
PO BOX 7867
MADISON, WI 53707-7867

https://doa.wi.gov/Pages/vwsettlementwisconsin.aspx

Submit form to vwsettlement@wisconsin.gov

VOLKSWAGEN MITIGATION TRANSIT CAPITAL ASSISTANCE GRANT PROGRAM
Semi-annual Report

Section 1 **REQUIRED**			
Grantee			
Date		Project ID No. *(from grant agreement)*	
Contact Person *(name, title, phone, email)*			
Reporting Period *(check one)*	☐ January through June ☐ July through December		

Section 2 **REQUIRED. TOTAL FOR ALL VEHICLE REPLACEMENT PROJECTS**			
Total Eligible Project Costs Incurred During Reporting Period*	$	Total Eligible Project Costs Paid During Reporting Period	$
Detailed Description of Project Activities During Reporting Period. Include Dates.			
Detailed Description of Planned Project Activities for Upcoming Reporting Period (6 months).			

**incurred costs include any expenses Grantee has assumed liability for and intends to seek reimbursement from the VW Mitigation Program.*

Authorized Representative Signature *(typed signature acceptable)*	
Print Name	
Title	
Date	

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CITY OF SHEBOYGAN

REQUEST FOR TRANSIT COMMISSION CONSIDERATION

ITEM DESCRIPTION: 3.4 Veteran Status to Shoreline Metro Half-fare Program

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

REPORT DATE: 5/9/19 **MEETING DATE:** 5/21/19

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 & Parking has evaluated the request by customers over the years to allow veterans to pay the reduced half-fare when riding Shoreline Metro.

STAFF COMMENTS:

Currently, Shoreline Metro allows customers 65 years of age or older and individuals with disabilities to be eligible for this program. They may pay the individual cash fare of $0.85 per trip or purchase 10-ride punch cards for $8.50. The Director of Transit recommends adding veterans to this list of eligible half-fare customers (some veterans are already eligible because of one of the current eligibilities). Many area businesses offer an incentive to veterans and Shoreline Metro should also be on this list.

ACTION REQUESTED:

Motion to approve the addition of veterans to the list of eligible individuals that may participate in Shoreline Metro's half-fare program.

ATTACHMENTS:

I. None.

CITY OF SHEBOYGAN

REQUEST FOR TRANSIT COMMISSION CONSIDERATION

ITEM DESCRIPTION: 3.5 Request from Parker John's for Carry-Out Parking

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

REPORT DATE: 5/9/19 **MEETING DATE:** 5/21/19

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 & Parking has received a communication from Parker John's in Riverfront regarding assigned stalls for the purpose of "Carry-Out" parking. The letter is included for review.

STAFF COMMENTS:

The Parking Utility does not have assigned stalls in any parking lots except those that are paid for by businesses through monthly permit fees for customers. However, parking in Riverfront is free with expenses paid for through assessment to businesses. Assigned stalls by one business may prompt requests from other businesses and the Commission should consider the likeliness of this happening should this request be approved.

The Director of Transit & Parking has no recommendation on this request.

ACTION REQUESTED:

N/A – Pleasure of the Transit Commission.

ATTACHMENTS:

I. Letter from Parker John's Manager

Muench, Derek

From: Jordan Saunders <jordan@viandhospitality.com>
Sent: Friday, April 5, 2019 2:34 PM
To: Muench, Derek
Subject: Carry Out Parking

Hi Derek,

I'm not sure if this kind of question would be directed to you or if you would be able to direct me to the correct person.

I am wondering if it is possible to dedicate one stall in the parking lot for "Parker John's Carry Out". Ideally we would like this stall to be on the west side of the building, not the north (front) side.

Let me know your thoughts!

Thank you,
--

JORDAN SAUNDERS, GENERAL MANAGER
Parker John's BBQ & Pizza, Sheboygan

A 705 Riverfront Dr. Sheboygan, WI
E jordan@viandhospitality.com | P 920-475-2628
W www.parkerjohns.com

GOTTSACKER
COMMERCIAL

909 N. 8TH ST. #110
SHEBOYGAN, WI 53081
PHONE: 920.453.9600
WWW.GOTTSACKERCOMMERCIAL.COM

May 13, 2016

Derek Muench
Director of Transit and Parking
Sheboygan Parking Utility
608 S. Commerce St
Sheboygan, WI 53081

Dear Derek,

On behalf of Niagara LLC, I am requesting a Transit Commission review of the Parking Tier structure for Lot 14 and Lot 17.

Niagara LLC owns the office building at 909 N. 8th Street also known as the Nemschoff Office building, and we have arranged for tenant parking in lots 14 and 17 since it was built in 2000. The per stall cost for these lots were recently increase based on a new tier system. We are requesting that these lots be stepped back down as a major downtown tenant – Nemschoff Chairs, has decided to move out of the downtown and will leave 20,000 square feet vacant in the building. We will be returning approximately 45 permits because of their move.

We would like to continue the positive downtown momentum however increasing parking costs on our most successful areas is going to push existing tenants to look elsewhere and prospective tenants not to consider the downtown business district. Please keep this in mind as we work hard to grow the City of Sheboygan.

Sincerely,

Paul Gottsacker
Niagara, LLC

CITY OF SHEBOYGAN

REQUEST FOR TRANSIT COMMISSION CONSIDERATION

ITEM DESCRIPTION: 3.6 Request from Paul Gottsacker of Gottsacker Realty Inquiring on Reducing the Monthly Permit Fee for Lots 14 and 17

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

REPORT DATE: 5/14/19 **MEETING DATE:** 5/21/19

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 & Parking received a request from Gottsacker Realty to reclassify the tier structure for Lots 14 and 17. In October 2018, the Parking Utility, under the approval of the Transit Commission, introduced and implemented a tiered parking permit plan for the reserved parking lots. Tier A lots are $35 per month, Tier B are $30 per month and Tier C are $25 per month. Currently, under this structure, Lots 14 and 17 are Tier A parking lots.

Previously, Lot 14 was $29 per month and Lot 17 did not allow for permit parking (reserved for hotel quests).

STAFF COMMENTS:

The Director of Transit & Parking supported the parking study conducted by Carl Walker in 2016 which recommended a tiered parking structure for downtown parking lots. Further, costs associated with maintaining lots has increased, the cost to park to the consumer has not increased in over a decade and encouraging consumers to use lots further from destinations was something the plan supported.

Ultimately, the property owners, in this case Gottsacker Realty, will make up the difference through the parking assessment. Whether they pay for permits or the assessment, they are paying to park in the end. The Director of Transit & Parking will support the pleasure of the Transit Commission.

ACTION REQUESTED:

N/A – Pleasure of the Transit Commission.

ATTACHMENTS:

I. Letter from Paul Gottsacker of Gottsacker Realty

CITY OF SHEBOYGAN

REQUEST FOR TRANSIT COMMISSION CONSIDERATION

ITEM DESCRIPTION: 3.7 Director's Report

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

REPORT DATE: 5/14/19 **MEETING DATE:** 5/21/19

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 & Parking presents to the Transit Commission a report of operations since the last Transit Commission meeting held in April 2019.

STAFF COMMENTS:

The Director of Transit & Parking presents the following items as advisory and information only:

1) Statistics and Operations – Shoreline Metro continues to see an increase to ridership in during the first quarter (16%). Shoreline Metro has also altered its afternoon service to schools (Trippers and Supplemental routes) to accommodate the change in release times by SASD. The change in release times by SASD has also required Shoreline Metro to run a 60-minute route at 3:45 p.m. on weekdays to accommodate the significant ridership and improve the reliability of service during this peak time. It is our goal to always provide a service that is reliable and dependable. While this situation isn't ideal, it definitely accomplishes the goals at hand. This alteration of service will be in effect until June 12, 2019. Normal service will resume for the summer with a possible alteration for the upcoming school year.

2) Student Ridership – SASD students continue to contribute to the overall ridership increases experienced at Shoreline Metro. April ridership was a staggering 38% higher in 2019 than in 2018. As a result of previously identified issues, Shoreline Metro had a meeting with SASD officials and representatives of the Sheboygan Police Department. This brainstorming meeting went very well with some very positives ideas formulated. Shoreline Metro has 2-4 dispatchers/supervisors at the Transfer Station during peak service (3:15 p.m. to 4:45 p.m.) on weekdays and this has greatly helped control behavioral issues by students. Additionally, Shoreline Metro will continue to work with SASD on the removal/suspension of students that threatened the safety and risk of employees and other passengers as part of our commitment to safe and dependable transportation. Shoreline Metro also intends on being an important

part of the registration and orientation process at the various schools. It is our goal to lay the foundation for expectations and behavior before the school year starts especially for new students. We are working through the growing pains of the first year but feel really good about options going forward.

Note: Shoreline Metro supports having extra personnel at the Transfer Point during peak service is critical to curving the behavior. The Director, Operations Supervisor and Safety Supervisor have spent many afternoons dispatching and monitoring the Transfer Point during peak service. Shoreline Metro may have to look at employing individuals (or using drivers) to assist when key personnel are not available.

3) GPS Bus Tracker for Shoreline Metro – We are thrilled to have this technology in our transit system. Passengers have received the app quite well and the app has become a critical element to controlling phone calls, emails, etc. UniteGPS informed us that in our first month, we had roughly 650 unique users of the App. This is more than double the users of any other customer including a transit system in Washington State that is relatively the same size as Shoreline Metro. We continue to promote and educate users on this great service including a training session at RCS earlier this month for Job Developers and Job Coaches.

4) Labor Agreement Negotiations – The City of Sheboygan will begin negotiations with ATU Local 998 in the near future. The current labor agreement expires at the end of 2019. The Transit Commission will have the opportunity to approve the agreement before execution by the City of Sheboygan and ATU Local 998.

5) Hiring Drivers – Shoreline Metro is currently hiring 2-3 bus drivers to fill-in on both Shoreline Metro and Metro Connection. Shoreline Metro has not hired a driver since September 2018.

6) Retired Vehicles – Shoreline Metro has disposed of the last of the old MCTS New Flyer buses. The entire fleet now looks identical (exception of two older Gillig buses formerly of another transit property).

7) Improvements at Transfer Station – Shoreline Metro is removing the benches that in between the sheltered benches on the platform to allow for more movement of passengers during peak morning and afternoon service including users with mobility devices. We will also replace the garbage cans and also add half-moon concrete benches to supplement the enclosed seating already at the station. A mobile charging station will also be added to the heated shelter area for customers to charge their phones.

8) Capital Improvements – Shoreline Metro has submitted its capital needs for the next five years for review by the City's Capital Improvements Committee. Shoreline Metro has removed the new facility project for 2023 and negotiated an investment of $200,000 by the City (paid exclusively by the local share). This saves the City an estimated $1.2M. Shoreline

Metro will work with city departments to evaluate the needs of the current facility and make improvements that will keep the building useful and functional. Shoreline Metro has requested nine buses over the same five year period (one which is funded in 2020). It is important the Commission supports these vehicle purchases.

The current fleet of fixed route buses include:

- Six (6) buses currently 16 years old (4 years past useful life);
- Three (3) buses currently 14 years old (2 years past useful life);
- Two (2) buses currently 17 years old (5 years past useful life);
- Five (5) buses currently 9 years old (3 years under useful life);
- Five (5) buses currently 0 years old (12 years under useful life);

Eleven of the twenty-one buses are past useful life. It is important to keep investing in these vehicles over the next 3-5 years to keep operations efficient, effective, and reliable.

ACTION REQUESTED:

Motion to accept the Director's Report provided by the Director of Transit & Parking and place on file.

ATTACHMENTS:

I. No document attached.

Updated & Approved on 5/21/19 by the Sheboygan Parking & Transit Commission.

NEW EMPLOYEE FORM

Seasonal Employees

Location:
The Parking Utility's office and maintenance facility is located within the Shoreline Metro facility at 608 S Commerce Street, Sheboygan. Seasonal employees shall report to work each day to this location.

Hours:
Regular work hours are Monday through Friday 7:00 AM to 3:30 PM and may be changed only by approval from the Parking Utility Parking Lead and/or his designee. Employees are expected to be at work at the scheduled start time and be ready to perform the assigned duties for the day. Seasonal employees may work up to 40 hours each week. Overtime is not offered to seasonal employees. This position has duration of 6-months or less.

A 30-minute unpaid lunch break is provided within the scheduled work day generally from 11:00AM to 11:30AM. Employees are also permitted a paid mid-morning break from 9:00 AM to 9:15 AM.

Hourly Rate:
Seasonal employees are generally assigned between 400-550 hours during the season but may not surpass 1,200 hours during a 12-month period. The current hourly rates are as follows:

◯ 1st Year - $10.00 ◯ 2nd Year - $10.50 ◯ 3rd Year - $11.00 ◯ Maintenance Assistant - $12.00

Attendance:
Employees are expected to be prompt and regular in attendance. This means being at your appointed work station, on time, fully prepared and able to work at your starting time.

If sick or unable to come to work, you are required to call the office before 7:00 AM that morning at 920-946-1206 and leave a message. In the event of rain at or prior to 7:00 AM, please contact the office at 920-946-1206 prior to reporting for work. The Parking Lead may or may not permit you to come to work, depending on the day's work load.

Employees requiring days off of work may request such days to his/her Parking Lead. Seasonal employees are not compensated for non-work hours, such as holidays, rain days, sick days, or other time off of work requests.

Duties and Responsibilities:
Seasonal employees are responsible for proper maintenance of the parking utility locations including:

- Cutting and trimming grass in assigned lots and areas;
- Water planters, flowers, and fresh sod areas unless there has been sufficient rain;
- Pick up garbage and trash in lots;
- Maintenance on all equipment at the end of the day including cleaning and returning to proper place;
- Mulching beds and tree rims in assigned parking lots and beds;
- Assist Parking Lead with sweeping and general parking lot cleaning;
- Assist with shop maintenance, cleaning, and organization (as needed);
- All other duties as assigned by the Parking Lead on a daily basis.

Appearance/Conduct:
Employees must be neatly dressed and well groomed when representing the City of Sheboygan as an employee. Department dress code must be followed. All employees are required to wear safety shoes. Safety shoe costs for seasonal workers are the responsibility of the employee. Long pants are required for certain tasks, but shorts are allowed for other tasks. It is required that if you choose to wear shorts, you must keep a pair of long pants on site to change into if needed. Seasonal employees are given a locker to store personal items during the work day.

In addition, you must conduct yourself in a professional manner at all times when representing the City of Sheboygan. The Parking Lead will investigate complaints of misconduct by an employee. Disciplinary actions may be taken up to and including termination of any seasonal employee noncompliant with the conduct policy.

You must report any damage or vandalism to the Parking Lead immediately.

Payroll/Timecards:
All employees are required to report to work at the beginning of their shift and turn in a completed timecard and Log Sheet at the end of their shift. All employees must accurately fill out and sign their timecard at the end of each work day. Paychecks are direct deposited on a bi-weekly schedule. All employees must use direct deposit for all payroll checks.

Cell Phone Use:
The use of cell phones and other personal communication devices for PERSONAL use are strictly prohibited during working hours. This includes making or receiving calls, texting, or surfing the web. Employees are permitted to use cell phones on the morning break and on the lunch break. All other personal business must be conducted before or after work. Cell phones may be used to contact a Parking Lead and in emergency situations. In the event of an emergency, a Parking Lead may authorize an employee to carry your cell phone during working hours. Please notify a Parking Lead of any emergencies prior to the start of the work day.

Injury/Personal Safety Equipment:
Seasonal employees must use personal protective equipment (PPE) at all times including: safety vest, eye protection/glasses, hearing protection, and safety shoes. All seasonal employees must report personal injuries to a Parking Lead immediately. All unsafe conditions or faulty equipment must also be reported to a Parking Lead immediately. Under no circumstance should an employee continue working under unsafe conditions or with unsafe equipment.

Departmental Policies & Procedures:
All seasonal employees are expected to follow all policies and procedures as outlined in the department "Policies and Procedures Manual". Seasonal employees are expected to read, understand and execute these policies and procedures on a daily basis. Failure to comply with any of the department's policies and procedures may result in discipline up to and including termination.

Your employment with the City of Sheboygan is strictly "at-will". As an "at-will" employee, you have the right to terminate your employment at any time, with or without notice, and for any or no reason at all. Likewise, the City has the right to terminate your employment at any time, with or without notice, and for any or no reason at all. This is not a contract for employment.

I, the undersigned, have read the aforementioned policies and procedures for seasonal employees with the Sheboygan Parking Utility. I understand these policies and will follow these policies to the best of my abilities.

I also agree to ask questions and seek the advice of a Parking Lead whenever conducting unfamiliar work or tasks. I understand that safety comes first and will strive to be a safe employee and report all injuries and unsafe conditions and damage or vandalism to a Parking Lead immediately.

Employee Signature:_____ **Date:**_____

The City of Sheboygan, Wisconsin is an Equal Opportunity Employer
In compliance with the Americans with Disabilities Act, the City of Sheboygan will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.