

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

## Muench, Derek

---

**From:** Clevenger, Melissa  
**Sent:** Tuesday, July 31, 2018 4:11 PM  
**To:** Muench, Derek  
**Subject:** FW: Sheboygan Transit Commission

Hi Derek,

I am forwarding this message to you from Scott Lewandoske for the Transit Committee.

Thank you,

Melissa Clevenger  
Deputy City Clerk  
City of Sheboygan  
828 Center Ave. #100  
Sheboygan, WI 53081  
(920) 459-3363  
[melissa.clevenger@sheboyganwi.gov](mailto:melissa.clevenger@sheboyganwi.gov)

-----Original Message-----

**From:** Scott Lewandoske [<mailto:sheboyganhistory@bytehead.com>]  
**Sent:** Tuesday, July 31, 2018 1:55 PM  
**To:** Clevenger, Melissa  
**Subject:** Sheboygan Transit Commission

Melissa,

Could you put this on the agenda for the next Transit Committee meeting?

Last week Friday, July 27, I told the handicapped bus to my credit union. When I was done, I called to be picked up. While on the phone, I also arranged to have the handicapped bus pick me up on both Monday, July 30 and Tuesday, July 31. To take me to the DMV and then pick me up and take me to my apartment on the 30th On the 31st, I wanted to go to my apartment and then to a car show at 4:30. The bus did pick me up on the 30th, but on the 31st. I waited until 12:20. I was supposed to be picked up at noon. I was told there was no record of it and they couldn't change anything and add me. They also said they had an emergency and couldn't add me. So, I had to take my wheelchair down the slopped drive way and try to get across Erie Avenue to take the regular city bus. Then I told them for my 4:30 pickup, I wanted to be picked up at my apartment. I was told that it would pick me up at Sunny Ridge and they couldn't change the location. Why does everything have to be carved in stone?

Also, last week Friday (July 27), I had a doctor's appointment at St. Nicholas Hospital. My ride there was arranged by someone else and I had to use the wheelchair taxi. At 1:45, St. Nicholas called the Wheelchair Taxi to come and pick me up. At 3:15 after three more phone calls and no wheelchair taxi, I wheeled myself down to Superior Avenue and took the regular City Bus. Once the regular city bus reached the area of Sunny Ridge, I had to cross Erie Avenue in a wheelchair during a busy traffic time. One other person also got off the bus to go to Sunny Ridge and she used a walker, so she really had a problem getting across the busy Erie Avenue. Could the regular city bus pull into the driveway and drop people off right at the door, so they don't need to cross a busy street.

A bus could easily fit in that driveway because I was on one of the regular city buses that used that driveway at the beginning of July. It would make rides easier for residents of Sunny Ridge and some have told me they would like to take the bus, but don't want to try crossing Erie Avenue.

None of us plan on being in Sunny Ridge, but someday we may be in Sunny Ridge and be forced to use city buses to get around or be stuck looking at the same walls all the time.

Scott Lewandoske  
912-0015

**CITY OF SHEBOYGAN**

**REQUEST FOR TRANSIT COMMISSION CONSIDERATION**

---

**ITEM DESCRIPTION:** 3.1 Communication from Scott Lewandoske

---

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

---

**REPORT DATE:** 8/14/18

**MEETING DATE:** 8/21/18

---

**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 City of Sheboygan's Clerk's Office forwarded a message from Mr. Scott Lewandoske requesting to be sent to the Transit Commission for consideration regarding issues and concerns he has with service provided by Metro Connection, a division of Shoreline Metro. He also makes a request for the fixed route service to provide door-to-door service to Sunny Ridge Assisted Living on Erie Avenue.

**STAFF COMMENTS:**

No comments.

**ACTION REQUESTED:**

Motion to file the communication

**ATTACHMENTS:**

- I. Email communication from Mr. Scott Lewandoske.



# OFF-STREET PARKING STALL LEASE APPLICATION

828 Pennsylvania Avenue • Sheboygan, WI 53081 • Ph (920) 459-3285

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_

ZIP CODE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

VEHICLE MAKE/MODEL/PLATE NO.: \_\_\_\_\_

PARKING LOT RATES:	TIER A LOT	TIER B LOT	TIER C LOT
	\$35.00 per month	\$30.00 per month	\$25.00 per month
	\$105.00 per quarter	\$90.00 per quarter	\$75.00 per quarter
	\$420.00 per year	\$360.00 per year	\$300.00 per year

<b>PARKING LOTS:</b>	7, 13, 14 and 17	5, 8 and 11	2, 3, 9 and 10
----------------------	------------------	-------------	----------------

### PARKING ZONE:

- Parking lots are “pool” parking meaning customers are not designated a stall; rather customers may park at any available stall in designated lot.
- Stalls are reserved for use Monday-Friday, 8:00am to 5:00pm; all other times are open to FREE public parking;
- Stalls are FREE public parking on weekends and major holidays;
- Parking Tags are also valid at any metered parking stall available in the designated parking lot;
- Parking Tags are also valid at any on-street metered parking stall available with exception to 8<sup>th</sup> Street;
- Parking Tags automatically expire biannually with active customers being issued new parking tags accordingly;
- Parking in the Parking Zone without a Parking Tag may be subject to parking ticket of up to \$25.00;

### PAYMENT INFORMATION:

- Stall leases are billed quarterly with payment due before the 1<sup>st</sup> of the month/quarter;
- Initial payments are prorated for any partial months;
- Payments must be sent to:  
 Sheboygan City Hall  
 C/O Finance Department  
 Parking Stall Payment  
 828 Center Avenue  
 Sheboygan, WI 53081

### PARKING LEASE DETAILS:

LOT NUMBER: \_\_\_\_\_ PARKING TAG NUMBER: \_\_\_\_\_

START DATE: \_\_\_\_\_ (xx/xx/xxxx) TERMINATION DATE: \_\_\_\_\_ (xx/xx/xxxx)



## **PARKING STALL LEASE AGREEMENT**

In consideration of the promises, covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby covenant and agree as follows:

1. The Licensor shall hereinafter be known as the CITY and the Licensee shall hereinafter be known as the CUSTOMER.
2. The CITY hereby grants to the CUSTOMER a revocable license for the use of one reserved parking space in the designated parking lot as specified below, subject to the terms and conditions of this Agreement.

The CUSTOMER shall be permitted to park in an unused stall in the designated lot Monday through Friday between the hours of 8 a.m. until 5 p.m. (the "Hours of Operation"). Said CUSTOMER may park in any metered stall that may be in said parking lot if no other stalls are available. Said CUSTOMER may also park at any on-street metered stall if said parking lot is full or stalls are inaccessible (except meters located on 8<sup>th</sup> Street) hereinafter known as "Parking Zone".

The CITY may change the monthly fee by providing CUSTOMER with sixty (60) days prior written notice of said increase. Should CUSTOMER not agree to the increased fee, CUSTOMER may terminate this Agreement upon written notice to the CITY, which notice must be received by CITY at least thirty (30) days prior to the expiration of the then current Term (as hereinafter defined).

3. During the Term (as hereinafter defined), CUSTOMER shall be permitted to use a parking stall in the Parking Zone for the purpose of parking a motor vehicle. Said motor vehicle shall be a passenger vehicle, passenger van or mini-van, SUV, personal pickup truck or motorcycle only. CUSTOMER shall not park any vehicle in a parking stall which is too large to fit within the lines. No commercial trucks shall be permitted.
4. The term of this revocable license shall commence on the date of this Agreement. CITY will bill CUSTOMER quarterly for leased parking stall according to this Agreement (the "Term") unless terminated in accordance with this Agreement. CUSTOMER may terminate this agreement at any time. CUSTOMER may receive credit for any unused parking during the Term. CUSTOMER will not receive credit for unused parking prior to the termination date. The termination date is considered the date in which the CITY received proper notice, in writing, of the CUSTOMER'S intention to terminate this Agreement.

Upon termination of this Agreement, CUSTOMER shall immediately surrender the Parking Tag and shall immediately vacate the Parking Lot. Any motor vehicle parked illegally in the Parking Lot following the expiration or earlier termination of this Agreement may be removed by the CITY at the sole cost and expense of the CUSTOMER without notice to the CUSTOMER. Parking Tags are the property of the CITY.

5. As consideration for receipt of the revocable permit, the CUSTOMER shall pay to the CITY a refundable flat rate of Fifty Dollars (\$50) also known as the "Fee". The Fee for the Term shall be paid simultaneously with the execution of this Agreement. Payment of the Fee is in addition to the parking lease fees. For the first month of the initial Term, if a partial month, shall be prorated from the date of the execution of this Agreement until the end of the month. Upon proper termination of this Agreement and return of Parking Tag, CUSTOMER will be refunded the Fee. Failure of the CUSTOMER to surrender such Parking Tag, shall entitle the CITY to retain the Fee.
6. Upon execution of this Agreement and payment of the Fee for the Term, CITY shall issue to the CUSTOMER a Parking Tag for obtaining access to the designated Parking Zone. Said Parking Tag must be displayed in the motor vehicle from the rearview mirror at all times while utilizing parking in the Parking Zone.

7. In addition to the CITY'S right to terminate the revocable license as set forth above, the CITY shall have the right to terminate the revocable license for any breach of this Agreement by the CUSTOMER, including, but not limited to, late payment. Such termination shall be effected by written notice to the CUSTOMER by certified mail, return receipt, and shall take effect ten (10) calendar days after the date shown on the postmark. In the event of such termination for cause, CUSTOMER shall not be entitled to a refund. CITY may take further action against CUSTOMER for outstanding invoices and monies owed as a result of delinquent or non-payments to the CITY.
8. CUSTOMER shall observe in the use of the Parking Lot and the Parking Space of all municipal and county ordinances and codes and all local, state and federal statutes, rules and regulations now in force or which may hereafter be in force. CUSTOMER further agrees to comply with such rules and regulations of the CITY, which may be posted by CITY in the Parking Lot or provided directly to CUSTOMER from time to time.
9. The CUSTOMER agrees that the CITY, at its election, may at any time, without written notice to the CUSTOMER, change the location of any or all of the parking stalls within the Parking Zone or increase or decrease the number of parking spaces to which this Agreement applies.
10. The CUSTOMER hereby warrants and represents that any motor vehicle parked pursuant to this Agreement, is insured and registered as required under the laws of the State of Wisconsin or of such other jurisdiction where the motor vehicle is registered and any motor vehicle parked in the Parking Zone shall be in working, "road worthy" condition and shall not leak oil, gasoline, transmission fluid, radiator fluid, brake fluid or any fluid other than water coming from sources such as the A/C evaporator or tailpipe condensation. The CITY reserves the right to assess costs due to damage of the macadam surface or environment due to the leaking of the automotive fluids.

CUSTOMER hereby warrants and represents that CUSTOMER holds a valid driver's license and further agrees that any motor vehicle utilizing the Parking Tag and Parking Zone shall be driven by a licensed driver.

11. Any motor vehicle parked in the Parking Zone is parked at the risk of the CUSTOMER. The CITY is not responsible or liable for loss or damage by reason of fire, theft, collision or other cause to any motor vehicle or its contents and the CUSTOMER hereby waives any claims against the CITY for any such loss or damage. The CUSTOMER and occupants assume full responsibility for any personal injuries that may occur while a motor vehicle is present in the Parking Zone, or while it is entering or exiting a Parking Lot. The CITY shall have no duty or responsibility to ensure that a motor vehicle brought into a Parking Lot is removed only by the CUSTOMER or a person authorized by the CUSTOMER.

CITY makes no representations or warranties whatsoever to CUSTOMER with respect to the condition of a Parking Lot or Parking Space. CUSTOMER shall not be entitled to rely upon any oral statements made by any agents and/or employees of the CITY and such statements shall not constitute warranties and shall not be deemed to be a part of this Agreement. CUSTOMER acknowledges and agrees that CUSTOMER has had an opportunity to inspect the Parking Lot and Parking Spaces and CUSTOMER is accepting the Parking Zone on an "as is" basis "with all fault" and CUSTOMER assumes all risk with respect to the condition thereof.

12. In consideration of the CUSTOMER herein granted, CUSTOMER agrees that CUSTOMER, at all times, will indemnify and hold harmless CITY from all losses, cost, damages, claims, liabilities and expenses (including attorneys' fees and court costs) whatsoever, which may arise or be claimed against CITY, for any loss, injuries or damages, consequent upon or arising from any acts, omissions, neglect or fault in connection with the use of the Parking Tag, a Parking Space, a Parking Lot or Parking Zone. In case CITY shall be made a party to any litigation commenced against CUSTOMER or any person utilizing CUSTOMER'S Parking Tag, then CUSTOMER shall indemnify and hold CITY harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or

paid by CITY in connection with such litigation and any appeal thereof. This provision shall survive termination of this Agreement.

13. The CUSTOMER acknowledges that, by means of this Agreement, no bailment is created. It is obtaining a revocable license only, and is not acquiring any interest in the subject real estate, either as tenant or otherwise.
14. Written notices under this Agreement, as well as payments by the CUSTOMER, shall be sent to the addresses set forth above unless written notice of a change of address has been given at least ten (10) calendar days earlier.
15. This Agreement constitutes the entire agreement between the parties hereto. No amendment or modification hereof shall have any force or effect unless in writing and executed by all parties.
16. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, their heirs, executors, administrators, successors and assigns. This Agreement may not be changed or modified without the written consent of all parties hereto. The parties acknowledge that should any provision contained herein be later found to be unenforceable, void or illegal by a court of competent jurisdiction, such provisions shall be considered omitted from this Agreement, it being the parties' intent to enter into this Agreement notwithstanding the omission of such unenforceable, void or illegal provision.
17. This Contract is not assignable by CUSTOMER without the prior written consent of the CITY. Any assignment without such consent shall be void and convey no rights upon any third person.
18. CUSTOMER shall not record this Agreement or an abstract thereof without the consent of CITY, which consent may be unreasonably withheld.

*By signing below, CUSTOMER understands and agrees to the terms of this Agreement. CUSTOMER further acknowledges receipt of Parking Tag as documented on the first page of this Agreement. It is the responsibility of the undersigned to inform the CITY of cancellation of this Agreement.*

\_\_\_\_\_  
**CUSTOMER SIGNATURE**



\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**AUTHORIZED CITY REPRESENTATIVE SIGNATURE**  
**DIRECTOR OF TRANSIT & PARKING**

\_\_\_\_\_  
**DATE**

Copies of this agreement go to:

- Original/Copy – CITY
- Copy – CUSTOMER

**APPENDIX A**  
**PARKING ZONE – OFF STREET PARKING LOTS**

<b>PARKING LOT</b>	<b>TIER</b>	<b>LOCATION</b>	<b>INVENTORY</b>	<b>AVAILABLE PERMITS</b>
<b>2</b>	C \$35/mon.	Above & Beyond Children’s Museum 800 Niagara Avenue	25 unmetered stalls; 3 metered stalls	30
<b>3</b>	C \$35/mon.	Weill Center for the Performing Arts 800 Niagara Avenue	36 unmetered stalls; 13 metered stalls; 1 handicapped stall	70
<b>4</b>	N/A	Mead Public Library 800 Wisconsin/New York Avenues	92 metered stalls; 5 handicapped stalls	0
<b>5</b>	B \$30/mon.	800 New York Avenue	39 unmetered stalls	42
<b>7</b>	A \$35/mon.	City Hall/Bus Transfer Station 800 Center Avenue	28 unmetered stalls; 14 metered stalls	62
<b>8</b>	B \$30/mon.	US Post Office/Knights of Columbus 500 N 9 <sup>th</sup> Street	25 unmetered stalls; 5 stalls for Shoreline Metro; 11 stalls for Knights of Columbus	28
<b>9</b>	C \$25/mon.	800 Pennsylvania Avenue	134 unmetered stalls; 28 metered stalls; 4 handicapped stalls	180
<b>10</b>	C \$25/mon.	S 9 <sup>th</sup> Street Swing Street	15 unmetered stalls	15
<b>11</b>	B \$30/mon.	Salvation Army Alley between 8 <sup>th</sup> & 9 <sup>th</sup> Streets	16 unmetered stalls	16
<b>13</b>	A \$35/mon.	700 New York Avenue	64 unmetered stalls	70
<b>14</b>	A \$35/mon.	700 Niagara Avenue	115 unmetered stalls; 6 handicapped stalls	125
<b>17</b>	A \$35/mon.	GrandStay Hotel 700 Niagara Avenue/700 Ontario Avenue	99 unmetered stalls	125

**CITY OF SHEBOYGAN**

**REQUEST FOR TRANSIT COMMISSION CONSIDERATION**

---

**ITEM DESCRIPTION:** 3.2 Parking Agreements for Lot and Street Permits

---

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

---

**REPORT DATE:** 8/14/18

**MEETING DATE:** 8/21/18

---

**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 has traditionally required customers renting reserved stalls and on-street parking permits to sign an agreement. This agreement documented the customer's information as well as defined the terms and conditions of the parking permit. As part of the upcoming parking implementation plan, the Parking Utility is seeking to implement a more robust, well-defined parking agreement.

**STAFF COMMENTS:**

The parking agreements presented for the Transit Commission's consideration were created to better define the terms and conditions of reserved parking (now called permit parking) and on-street parking permits. These agreements document where such permits are valid, terms of payment, cancellations, and failure to pay. City Attorney Chuck Adams has reviewed the agreements and has approved them for implementation and use by the Parking Utility. Copies of the proposed agreements are attached (as well as the existing agreement for comparison).

**ACTION REQUESTED:**

Motion to approve the parking agreements as presented and authorize the Parking Utility to begin using such documents with all new and renewal permits starting 9/1/2018.

**ATTACHMENTS:**

- I. Reserved Lot Parking Permit Agreement (NEW)
- II. On-Street Parking Permit Agreement (NEW)
- III. Parking Agreement (CURRENT)



# ON-STREET PARKING STALL LEASE APPLICATION

828 Pennsylvania Avenue • Sheboygan, WI 53081 • Ph (920) 459-3285

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_

ZIP CODE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

VEHICLE MAKE/MODEL/PLATE NO.: \_\_\_\_\_

**PARKING RATES:**      **TIER D - STREET**  
\$20.00 per month  
\$60.00 per quarter  
\$240.00 per year

**STREETS:**              **All Streets with metered parking stalls (except 8<sup>th</sup> Street, Pennsylvania Ave and designated stalls)**

**PARKING ZONE:**

- Parking Tags are valid at any available on-street metered parking stall with exceptions to 8<sup>th</sup> Street, Pennsylvania Avenue and those metered stalls labeled "No Permit Parking";
- Stalls are enforced Monday-Friday, 8:00am to 5:00pm; all other times are open to FREE public parking;
- Stalls are FREE public parking on weekends and major holidays;
- Parking Tags automatically expire biannually with active customers being issued new parking tags accordingly;
- Parking in the Parking Zone without a Parking Tag may be subject to a parking ticket of up to \$25.00;

**PAYMENT INFORMATION:**

- Stall leases are billed quarterly with payment due before the 1<sup>st</sup> of the month/quarter;
- Initial payments are prorated for any partial months;
- Payments must be sent to:

Sheboygan City Hall  
C/O Finance Department  
Parking Stall Payment  
828 Center Avenue  
Sheboygan, WI 53081

**PARKING LEASE DETAILS:**

PARKING TAG NUMBER: \_\_\_\_\_

START DATE: \_\_\_\_\_  
(xx/xx/xxxx)

TERMINATION DATE: \_\_\_\_\_  
(xx/xx/xxxx)



## **PARKING STALL LEASE AGREEMENT**

In consideration of the promises, covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby covenant and agree as follows:

1. The Licensor shall hereinafter be known as the CITY and the Licensee shall hereinafter be known as the CUSTOMER.
2. The CITY hereby grants to the CUSTOMER a revocable license for the use of one on-street parking space in the designated parking zone as specified below, subject to the terms and conditions of this Agreement.

The CUSTOMER shall be permitted to park in an unused stall in the designated parking zone Monday through Friday between the hours of 8 a.m. until 5 p.m. (the "Hours of Operation"). Said CUSTOMER may park at any on-street metered stall except meters located on 8<sup>th</sup> Street and Pennsylvania Avenue (hereinafter known as "Parking Zone").

The CITY may change the monthly fee by providing CUSTOMER with sixty (60) days prior written notice of said increase. Should CUSTOMER not agree to the increased fee, CUSTOMER may terminate this Agreement upon written notice to the CITY, which notice must be received by CITY at least thirty (30) days prior to the expiration of the then current Term (as hereinafter defined).

3. During the Term (as hereinafter defined), CUSTOMER shall be permitted to use a parking stall in the Parking Zone for the purpose of parking a motor vehicle. Said motor vehicle shall be a passenger vehicle, passenger van or mini-van, SUV, personal pickup truck or motorcycle only. CUSTOMER shall not park any vehicle in a parking stall which is too large to fit within the lines. No commercial trucks shall be permitted.
4. The term of this revocable license shall commence on the date of this Agreement. CITY will bill CUSTOMER quarterly for leased parking stall according to this Agreement (the "Term") unless terminated in accordance with this Agreement. CUSTOMER may terminate this agreement at any time. CUSTOMER may receive credit for any unused parking during the Term. CUSTOMER will not receive credit for unused parking prior to the termination date. The termination date is considered the date in which the CITY received proper notice, in writing, of the CUSTOMER'S intention to terminate this Agreement.

Upon termination of this Agreement, CUSTOMER shall immediately surrender the Parking Tag. Any motor vehicle parked illegally in the Parking Zone following the expiration or earlier termination of this Agreement may be removed by the CITY at the sole cost and expense of the CUSTOMER without notice to the CUSTOMER and may be subject to a parking ticket of up to \$25.00.

5. As consideration for receipt of the revocable permit, the CUSTOMER shall pay to the CITY a refundable flat rate of Fifty Dollars (\$50) also known as the "Fee". The Fee for the Term shall be paid simultaneously with the execution of this Agreement. Payment of the Fee is in addition to the parking lease fees. For the first month of the initial Term, if a partial month, shall be prorated from the date of the execution of this Agreement until the end of the month. Upon proper termination of this Agreement and return of Parking Tag, CUSTOMER will be refunded the Fee. Failure of the CUSTOMER to surrender such Parking Tag, shall entitle the CITY to retain the Fee.
6. Upon execution of this Agreement and payment of the Fee for the Term, CITY shall issue to the CUSTOMER a Parking Tag for obtaining access to the designated Parking Zone. Said Parking Tag must be displayed in the motor vehicle from the rearview mirror at all times while utilizing parking in the Parking Zone.

7. In addition to the CITY'S right to terminate the revocable license as set forth above, the CITY shall have the right to terminate the revocable license for any breach of this Agreement by the CUSTOMER, including, but not limited to, late payment. Such termination shall be effected by written notice to the CUSTOMER by certified mail, return receipt, and shall take effect ten (10) calendar days after the date shown on the postmark. In the event of such termination for cause, CUSTOMER shall not be entitled to a refund. CITY may take further action against CUSTOMER for outstanding invoices and monies owed as a result of delinquent or non-payments to the CITY.
8. CUSTOMER shall observe in the use of the Parking Space of all municipal and county ordinances and codes and all local, state and federal statutes, rules and regulations now in force or which may hereafter be in force. CUSTOMER further agrees to comply with such rules and regulations of the CITY, which may be posted by CITY in the Parking Zone or provided directly to CUSTOMER from time to time.
9. The CUSTOMER agrees that the CITY, at its election, may at any time, without written notice to the CUSTOMER, change the location of any or all of the parking stalls within the Parking Zone or increase or decrease the number of parking spaces to which this Agreement applies.
10. The CUSTOMER hereby warrants and represents that any motor vehicle parked pursuant to this Agreement, is insured and registered as required under the laws of the State of Wisconsin or of such other jurisdiction where the motor vehicle is registered and any motor vehicle parked in the Parking Zone shall be in working, "road worthy" condition and shall not leak oil, gasoline, transmission fluid, radiator fluid, brake fluid or any fluid other than water coming from sources such as the A/C evaporator or tailpipe condensation. The CITY reserves the right to assess costs due to damage of the macadam surface or environment due to the leaking of the automotive fluids.

CUSTOMER hereby warrants and represents that CUSTOMER holds a valid driver's license and further agrees that any motor vehicle utilizing the Parking Tag and Parking Zone shall be driven by a licensed driver.

11. Any motor vehicle parked in the Parking Zone is parked at the risk of the CUSTOMER. The CITY is not responsible or liable for loss or damage by reason of fire, theft, collision or other cause to any motor vehicle or its contents and the CUSTOMER hereby waives any claims against the CITY for any such loss or damage. The CUSTOMER and occupants assume full responsibility for any personal injuries that may occur while a motor vehicle is present in the Parking Zone, or while it is entering or exiting a Parking Lot. The CITY shall have no duty or responsibility to ensure that a motor vehicle brought into a Parking Lot is removed only by the CUSTOMER or a person authorized by the CUSTOMER.

CITY makes no representations or warranties whatsoever to CUSTOMER with respect to the condition of a Parking Lot or Parking Space. CUSTOMER shall not be entitled to rely upon any oral statements made by any agents and/or employees of the CITY and such statements shall not constitute warranties and shall not be deemed to be a part of this Agreement. CUSTOMER acknowledges and agrees that CUSTOMER has had an opportunity to inspect the Parking Lot and Parking Spaces and CUSTOMER is accepting the Parking Zone on an "as is" basis "with all fault" and CUSTOMER assumes all risk with respect to the condition thereof.

12. In consideration of the CUSTOMER herein granted, CUSTOMER agrees that CUSTOMER, at all times, will indemnify and hold harmless CITY from all losses, cost, damages, claims, liabilities and expenses (including attorneys' fees and court costs) whatsoever, which may arise or be claimed against CITY, for any loss, injuries or damages, consequent upon or arising from any acts, omissions, neglect or fault in connection with the use of the Parking Tag, a Parking Space or Parking Zone. In case CITY shall be made a party to any litigation commenced against CUSTOMER or any person utilizing CUSTOMER'S Parking Tag, then CUSTOMER shall indemnify and hold CITY harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by CITY in

connection with such litigation and any appeal thereof. This provision shall survive termination of this Agreement.

13. The CUSTOMER acknowledges that, by means of this Agreement, no bailment is created. It is obtaining a revocable license only, and is not acquiring any interest in the subject real estate, either as tenant or otherwise.
14. Written notices under this Agreement, as well as payments by the CUSTOMER, shall be sent to the addresses set forth above unless written notice of a change of address has been given at least ten (10) calendar days earlier.
15. This Agreement constitutes the entire agreement between the parties hereto. No amendment or modification hereof shall have any force or effect unless in writing and executed by all parties.
16. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, their heirs, executors, administrators, successors and assigns. This Agreement may not be changed or modified without the written consent of all parties hereto. The parties acknowledge that should any provision contained herein be later found to be unenforceable, void or illegal by a court of competent jurisdiction, such provisions shall be considered omitted from this Agreement, it being the parties' intent to enter into this Agreement notwithstanding the omission of such unenforceable, void or illegal provision.
17. This Contract is not assignable by CUSTOMER without the prior written consent of the CITY. Any assignment without such consent shall be void and convey no rights upon any third person.
18. CUSTOMER shall not record this Agreement or an abstract thereof without the consent of CITY, which consent may be unreasonably withheld.

*By signing below, CUSTOMER understands and agrees to the terms of this Agreement. CUSTOMER further acknowledges receipt of Parking Tag as documented on the first page of this Agreement. It is the responsibility of the undersigned to inform the CITY of cancellation of this Agreement.*

\_\_\_\_\_  
**CUSTOMER SIGNATURE**



\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**AUTHORIZED CITY REPRESENTATIVE SIGNATURE**  
**DIRECTOR OF TRANSIT & PARKING**

\_\_\_\_\_  
**DATE**

Copies of this agreement go to:

- Original/Copy – CITY
- Copy – CUSTOMER

**APPENDIX A  
PARKING ZONE – ON STREET PARKING STREETS**



**LEGEND**

- On-Street Permit Parking Zone
- NO Permit Parking Zones



# PARKING LOT RENTAL AGREEMENT

828 Pennsylvania Avenue • Sheboygan, WI 53081 • Ph (920) 459-3285

<b>PARKING LOT RATES:</b>	\$29.00 per month	<b>ON-STREET RATES:</b>	\$22.00 per month
	\$87.00 per quarter		\$66.00 per quarter
	\$348.00 per year		\$264.00 per year

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LICENSE PLATE NUMBERS: \_\_\_\_\_

**PARKING LOT STALL RENTAL**

LOT NUMBER: \_\_\_\_\_ STALL/PERMIT NUMBER: \_\_\_\_\_ START: \_\_\_\_\_

**PARKING LOT INFORMATION:**

- Payment is due before the 1<sup>st</sup> of each month/quarter and is prorated for partial months and quarters;
- Stalls are reserved for your use Monday-Friday, 7:00am to 5:00pm; all other times is open to public parking;
- Stalls are FREE public parking on weekends and major holidays;
- No Subletting of parking stalls; only the individual named on this agreement or his/her designee may occupy the reserved stall;
- Stall numbers are painted on the pavement for each stall;
- A refundable \$10.00 deposit is required for Lot 14 permits;
- DO NOT park in another stall if your stall is occupied by someone parking illegally:
  - Please park at any open and convenient parking meter on-street or in lot (do not put money in meter);
  - Call the Police Department at 459-3342 to inform them of the situation;
  - If you receive a parking ticket while parked at the meter, send the ticket to the Parking Utility office and we will take care of voiding the ticket (please include description of why you received the ticket);
  - You must have the illegally parked car ticketed before we can have your ticket "voided"; no exceptions;
  - If your stall is inaccessible due to snow, please follow the first three (3) bullet points above;
  - Move your car to your assigned stall as soon as it becomes available;

**ON-STREET PARKING PERMIT**

PERMIT NUMBER: \_\_\_\_\_ START DATE: \_\_\_\_\_

**ON-STREET PARKING INFORMATION:**

- Payment is due before the 1<sup>st</sup> of each month/quarter and is prorated for partial months and quarters;
- Permit allows the renter to park at any available on-street parking meter on N 7<sup>th</sup> Street and N 9<sup>th</sup> Street between Pennsylvania Ave and Erie Ave and in the 700 and 800 blocks of Center Ave and New York Ave (some restrictions apply); availability is on a first-come, first-served basis;
- Properly display your permit by hanging on the rearview mirror of your automobile; the permit number must be visible through your windshield;
- A refundable \$25.00 deposit for serialized permit hangtags is required;

*By signing below, you understand the terms of this parking agreement. It is the responsibility of the undersigned to inform the Parking Utility of cancellation of service. Refunds will be issued for any unused portion of your quarterly permit payment once we receive notification and your permit (On-Street only) is returned. The Parking Utility shall retain all deposits for permits not returned.*

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

GRANT ANNOUNCEMENT  
VW Mitigation Program  
**Transit Capital Assistance Grant Program**

Issued: July 23, 2018  
Applications Due: **September 28, 2018 at 2:00 PM CST**



**VW Mitigation Program  
Transit Capital Assistance Grant Program**

<b>TABLE OF CONTENTS</b>		page
1.0	General Information	3
2.0	Preparing and Submitting an Application	7
3.0	Application Selection and Award Process	9
4.0	Eligibility Requirements	10
5.0	Project Plan	11
6.0	Project Budget	12
7.0	Special Grant Agreement Terms and Conditions	12

<b>ATTACHMENTS</b>	
	GRANT APPLICATION (pdf)
APPENDIX A	PROJECT BUDGET (Excel spreadsheet)

## 1.0 GENERAL INFORMATION

### 1.1 Introduction

The purpose of this document is to provide eligible parties with information to prepare and submit a grant application for the replacement of eligible public transit vehicles under the Volkswagen Transit Capital Assistance Grant Program. The State as represented by the Department of Administration (DOA), Division of Enterprise Operations (DEO) intends to use the results of this Grant Announcement to establish one or more grant agreements. DOA intends to award all available Transit Capital Assistance Grant Program funds through this Grant Announcement.

### 1.2 Scope of the Project

#### 1.2.1 History and Background

Volkswagen Group of America and certain related entities (collectively Volkswagen or VW) admitted to violating the federal Clean Air Act (CAA) from 2009 through 2016 by selling nearly 590,000 2.0-liter and 3.0-liter diesel engine vehicles equipped with software designed to cheat on federal emission tests. This software activated the vehicle emission control devices only during laboratory testing. As a result, the vehicles met CAA emissions standards for nitrogen oxides (NO<sub>x</sub>) in the lab, but not on the road. Volkswagen entered judicial consent decrees to partially settle its civil liability for the CAA violations. Under these decrees, Volkswagen must pay more than \$2.9 billion into an Environmental Mitigation Trust Fund (Trust) administered by Wilmington Trust, N.A (Trustee). The State of Wisconsin received beneficiary designation status from the Trustee on January 29, 2018 and will receive \$67.1 million over the next ten years to offset excess NO<sub>x</sub> pollution emitted by affected VW vehicles in Wisconsin.

Governor Scott Walker designated the Department of Administration (DOA) as the lead agency to develop and implement a Beneficiary Mitigation Plan (BMP) that explains how Wisconsin plans to use its allocated Trust funds. The State Budget Bill, 2017 Wisconsin Act 59, authorizes not less than \$42 million of Wisconsin's allocation to be utilized beginning in the 2017-19 biennium to replace eligible state fleet vehicles and establish a DOA-led competitive statewide transit capital assistance grant program to fund the replacement of eligible public transit vehicles. The State of Wisconsin will seek public input for the use of the remaining allocation in subsequent years.

#### 1.2.2 Statement of Purpose

2017 Wisconsin Act 59 established the Transit Capital Assistance Grant Program to competitively award up to \$32 million to eligible applicants to replace eligible public transit vehicles, giving preference to communities or routes that DOA determines are critical for connecting employees with employers. The program carries out the purposes of the Trust by replacing and scrapping old diesel buses to maximize air quality benefits in Wisconsin, including reduction of NO<sub>x</sub> and PM<sub>2.5</sub>.

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

#### 1.2.3 Objectives

The State is seeking to achieve four primary objectives with this grant program:

- Replace and scrap eligible public transit vehicles in accordance with the settlement guidelines and applicable state law.
- Replace eligible public transit vehicles in communities or on routes that are critical for connecting employees with employers.

VW Mitigation Program  
Transit Capital Assistance Grant Program

---

- Improve air quality in areas that bear a disproportionate share of the air pollution burden within its jurisdiction
- Fund projects that can be implemented efficiently and effectively (cost and time).

1.3 Granting Agency

This Grant Announcement is issued by DOA/DEO which is the sole point of contact for the State of Wisconsin during the selection process. The person responsible for managing the grant process is:

Ben Vondra, Grants Specialist Advanced  
Department of Administration  
Division of Enterprise Operations  
101 East Wilson Street, 6th Floor  
P.O. Box 7867  
Madison, WI 53707-7867

Email: [benjaminh.vondra@wisconsin.gov](mailto:benjaminh.vondra@wisconsin.gov)  
Fax: (608) 261-6262

The agreement(s) resulting from this Grant Announcement will be administered by the Wisconsin Department of Administration.

1.4 Definitions

Applicant	The legal entity that will enter into a Grant Agreement with the Department in the event of an award.
Department	The Department of Administration.
Eligible Applicant	Local public body in an urban area which is served by an urban mass transit system incurring an operating deficit. §85.20(1)(b), Wis. Stats.
Eligible Vehicle	As defined in the Environmental Mitigation Trust Agreement for State Beneficiaries, Appendix D-2, page 12, Eligible Vehicle shall mean a Class 4-8 Transit Bus with a Gross Vehicle Weight Rating (GVWR) greater than 14,001 lbs. used for transporting people. An eligible vehicle must be powered with a 1992-2009 diesel engine.
Gross Vehicle Weight Rating (GVWR)	As defined in the Environmental Mitigation Trust Agreement for State Beneficiaries, Appendix D-2, page 12, Gross Vehicle Weight Rating (GVWR) shall mean the maximum weight of the vehicle, as specified by the manufacturer. GVWR includes total vehicle weight plus fluids, passengers and cargo.
Local Public Body	Counties, municipalities, or towns, or agencies thereof; transit or transportation commissions or authorities and public corporations established by law or by interstate compact to provide mass transportation services and facilities or 2 or more of any such bodies acting jointly under §66.0301 to 66.0303, Wis. Stats. §85.20(1)(d), Wis. Stats.
Mass Transit System	Transportation by bus, shared-ride taxicab, rail, or other conveyance, either publicly or privately owned, that provides the public with general or special service on a regular and continuing basis. §85.20(1)(e), Wis. Stats.
Operating Deficit	The amount by which the total operating expenses incurred in the operation of an urban mass transit system exceeds the amount of operating revenue derived therefrom. §85.20(1)(f), Wis. Stats.

VW Mitigation Program  
Transit Capital Assistance Grant Program

Operating Expenses	Costs accruing to an urban mass transit system by virtue of its operations, including costs to subsidize fares paid by disabled persons for transportation within the urban area of the eligible applicant, and maintenance. "Operating expenses" do not include costs accruing to an urban mass transit system from services provided by a publicly owned urban mass transit system under a contract awarded on the basis of competitive bids unless the urban mass transit system's bid used the fully allocated cost methodology described in sub. (8). For a publicly owned system, operating expenses do not include profit, return on investment or depreciation as costs. If a local public body contracts for the services of a privately-owned system on the basis of competitive bids, operating expenses may include as costs depreciation on the facilities and equipment that the privately-owned system acquired without benefit of public financial assistance, profit and return on investment. If a local public body contracts for the services of a privately-owned system on the basis of negotiated procurement, operating expenses may include as costs depreciation on the facilities and equipment that the privately-owned system acquired without benefit of public financial assistance. In an urban area which is served exclusively by shared-ride taxicab systems, operating expenses may include costs to subsidize reasonable fares paid by all users for transportation within the urban area of the eligible applicant. §85.20(1)(g), Wis. Stats.
Operating Revenues	Income accruing to an urban mass transit system by virtue of its operations, but do not include income accruing from operations under a contract awarded on the basis of competitive bids to a publicly owned urban mass transit system that did not use the fully allocated cost methodology described in sub. (8). §85.20(1)(h), Wis. Stats.
Scrapping	As defined in the Environmental Mitigation Trust Agreement for State Beneficiaries, Appendix D-2, page 13, scrapping shall mean to render inoperable and available for recycle by, at a minimum, cutting a 3-inch hole in the engine block for all engines and disabling of the chassis by cutting the vehicle's frame rails completely in half. Scrapping of any vehicle(s) shall occur within 90 days of the applicant accepting delivery of the replacement bus(es).
State	The State of Wisconsin.
Urban Area	Any area that includes a city or village having a population of 2,500 or more that is appropriate, in the judgment of the department, for an urban mass transit system or an area that includes two American Indian reservations and that is served by a mass transit system operated by a transit commission. §85.20(1)(k), Wis. Stats.
Urban Mass Transit System	A mass transit system operating within an urban area. §85.20(1)(L), Wis. Stats.
VIN	Vehicle Identification Number

1.5 Clarifications and/or Revisions to the Grant Announcement

All questions and general inquiries **must** be submitted in writing on or before **August 3, 2018** to the Grant Administrator:

Ben Vondra, Grants Specialist Advanced  
Department of Administration  
Division of Enterprise Operations  
101 East Wilson Street, 6<sup>th</sup> Floor  
P.O. Box 7867  
Madison, WI 53707-7867  
Email: [benjaminh.vondra@wisconsin.gov](mailto:benjaminh.vondra@wisconsin.gov)

VW Mitigation Program  
Transit Capital Assistance Grant Program

**No phone questions or inquiries will be acknowledged to ensure fairness to all applicants in receiving information related to this Grant Announcement.**

Applicants are expected to raise any questions, exceptions, or additions they have concerning the Grant Announcement at this point in the application process. If an applicant discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this Grant Announcement, the applicant should notify immediately the above-named individual of such error and request modification or clarification of the Grant Announcement.

All questions posed to the Grant Administrator will be published on the VW Mitigation Program website only after DOA has had the opportunity to formulate the correct response(s). All applicants are encouraged to check the VW Mitigation Program website on a regular basis for posted questions and answers.

Questions limited to the application process may be posed to the Grant Administrator in writing following the Written Question deadline. If it becomes necessary to provide additional clarifying data or information, or to revise any part of this Grant Application, revisions/amendments and/or supplements will be posted to the VW Mitigation Program website.

Each application shall stipulate that it is predicated upon the requirements, terms and conditions of this Grant Announcement and any supplements or revisions thereof.

***All contact with State employees related to this Grant Announcement (except with or authorized by the Grant Administrator) is strictly prohibited between the time that the Grant Announcement is released and the release of the Notice of Intent to Award. Any applicant who fails to adhere to this provision will be disqualified and their application will be rejected.***

1.6 Reasonable Accommodations

The Department will provide reasonable accommodations, including the provision of informational material in an alternate format, for qualified individuals with disabilities upon request. Any applicant in need of reasonable accommodations should contact the Grant Administrator, Ben Vondra, at (608) 261-6262 or via email at [benjaminh.vondra@wisconsin.gov](mailto:benjaminh.vondra@wisconsin.gov).

1.7 Calendar of Events

Listed below are specific and estimated dates/times of actions related to this Grant Announcement. The actions with specific dates must be completed as indicated unless otherwise changed by the State. If the State finds it necessary to change any of these dates and/or times, it will do so by issuing an amendment(s) to this Grant Announcement. It is the applicant's responsibility to check the VW Mitigation Program website regularly for any Grant Announcement amendments. There may or may not be formal notification issued for changes to target dates and times.

EVENT	DUE DATE
Grant Announcement Issue Date	July 23, 2018
<b>Written Questions Due</b>	<b>August 3, 2018</b>
Written Q & A Posted to DOA VW website	August 17, 2018 (estimate)
<b>Applications Due</b>	<b>September 28, 2018 at 2:00 PM CST</b>
Notification of Intent to Award sent	October 15, 2018 (estimate)
Grant Agreement Start Date	December 1, 2018 (estimate)

1.8 Grant Agreement Term

The Grant Agreement shall be effective on the execution date and shall run until no later than June 30, 2025, with an option by mutual agreement of the State and grantee to extend until no later than June 20, 2027.

**2.0 PREPARING AND SUBMITTING AN APPLICATION**

2.1 General Instructions

The evaluation and selection of a grantee(s) and the grant agreement will be based on the information submitted in the grantee's application. Failure to respond to each of the requirements in the Grant Announcement may be the basis for rejecting a response.

Elaborate applications (e.g. expensive artwork), beyond that sufficient to present a complete and effective application, are not necessary or desired.

2.2 Incurring Costs

The State of Wisconsin is not liable for any cost incurred by applicants in replying to this Grant Announcement.

2.3 Submitting the Application

2.3.1 Paper Submission

Applicants must submit one (1) original of all materials, including original signatures of authorized representatives, required for acceptance of its application no later than **September 28, 2018 at 2:00 PM Central Time to:**

<b>U.S. MAIL</b>
Ben Vondra, Grants Specialist Advanced Department of Administration Division of Enterprise Operations 101 East Wilson Street, 6th Floor P.O. Box 7867 Madison, WI 53707-7867

<b>COURIER OR BY HAND</b>
Ben Vondra, Grants Specialist Advanced Department of Administration Division of Enterprise Operations 101 East Wilson Street, 6th Floor Madison, WI 53707-7867

Applications must be received in the above office by the specified time stated above. All applications must be time-stamped as accepted by DEO by the stated time. Applications not so stamped will not be accepted. Receipt of an application by the State mail system does not constitute receipt of an application by DEO for the purposes of this Grant Announcement.

The Department of Administration has building security policies and procedures at the 101 East Wilson Street address in Madison including a security checkpoint in the first-floor lobby. All visitors are required to provide current identification and sign in for a visitor's pass. Security personnel will call the intended state employee prior to the visitor being allowed to proceed to their destination in the DOA building.

This policy may affect the timing for hand-deliveries of time-sensitive packages. However, properly credentialed package delivery couriers (e.g. UPS, FedEx, etc.) will be allowed to proceed without obtaining a pass. If you intend to hand-deliver your application, please plan additional time to account for the security process to be completed. Packages cannot be date/time stamped at the security desk on the lobby level and security personnel will not sign for deliveries; the package must be date and time stamped by the office identified in the Grant Announcement. The application due date and time will not be adjusted to accommodate tardiness due to security processes, nor will any exceptions to the due date and time be made. The State is not responsible for deliveries that do not reach their destination by the required due date and time.

VW Mitigation Program  
Transit Capital Assistance Grant Program

---

To ensure confidentiality of the document, all applications must be packaged, sealed and show the following information on the outside of the package:

- Applicant's name and address
- Grant Announcement title: VW Mitigation Program Transit Capital Assistance Grant Program
- Application due date: September 28, 2018 at 2:00 PM Central Time

DOA **will not** accept facsimile machine (fax) submitted applications. Applications that arrive unpackaged and/or unsealed shall not be accepted.

2.3.2 Electronic (Email) Submission

**In addition to the paper submission (section 2.3.1)**, the applicant must submit two electronic files **via email** to the Grant Administrator by the application deadline:

1. The original, non-scanned application in Adobe Acrobat pdf format.
2. The original, non-scanned Appendix A Section 4, Project Budget, in Microsoft Excel format. Do not submit the spreadsheet in paper form.

Files must be emailed to the Grant Administrator at [benjaminh.vondra@wisconsin.gov](mailto:benjaminh.vondra@wisconsin.gov).

2.4 Application Organization and Format

Applications should be typed and submitted on 8.5 by 11-inch paper and must be securely bound. Applications must be organized and presented in the order shown below.

The Application sections which should be submitted or responded to are:

Section 1	Applicant Information
Section 2	Eligibility Requirements
Section 3	Project Plan
Section 4	DO NOT INCLUDE APPENDIX A (PROJECT BUDGET) IN THE PRINTED PACKAGE, SUBMIT EXCEL SPREADSHEET BY EMAIL
Section 5	Required Signatures: Applicant Authorized Representative
Section 5	Required Signatures: Governmental Unit Authorized Representative
Attachments	Shared Revenue Acceptance Resolution (or equivalent); only applicable to county, city, village and town applicants

Any alteration of the forms or attachments is prohibited and may result in disqualification of the application.

2.5 Multiple Applications

Multiple applications from an applicant are not allowed.

2.6 Oral Presentations and Site Visits

Top scoring applicants based on an evaluation of the written application may be required to participate in interviews and/or site visits to support and clarify their applications, if requested by the State. The State will make every reasonable attempt to schedule each presentation at a time and location that is agreeable to the applicant. Failure of an applicant to interview or permit a site visit on the date scheduled may result in rejection of the applicant's application.

2.7 Withdrawal of Applications

Applications shall be irrevocable until grant agreement award unless the application is withdrawn. Applicants may withdraw an application, in writing, at any time by submitting a written request that is signed

by an authorized representative of the applicant to the Grant Administrator. If a previously submitted application is withdrawn prior to the application submission due date and time, the applicant may submit another application on or before the Grant Application submission due date and time.

### 3.0 APPLICATION SELECTION AND AWARD PROCESS

#### 3.1 Preliminary Evaluation

Applications will be reviewed initially to determine if Eligibility Requirements (Section 4.0) are met. Failure to meet Eligibility Requirements will result in rejection of the application. If all applicants do not meet one or more of the Eligibility Requirements, the State reserves the right to continue the evaluation of the applications and to select the application(s) which most closely meets the requirements specified in this Grant Application as allowed by law and the Trust.

#### 3.2 Application Scoring

Accepted applications will be reviewed by an evaluation committee (“Committee”), consisting of members who have been selected because of their professional expertise and knowledge of the equipment and service(s) that are the subject of this Grant Application.

Applicants may **not** contact members of the Committee except at the State’s specific direction.

The Committee will score all accepted applications against the criteria stated in Section 3.3.

The Committee’s scoring will be tabulated and applications will be ranked based on the numerical scores received.

#### 3.3 Evaluation Criteria

The applications will be scored against the following criteria:

<u>Description</u>	<u>Percent (%)</u>	<u>Possible Points</u>
1. Current Use of Transit Buses	20%	20
2. Future Use of Transit Buses	25%	25
3. Transportation to Employment	30%	30
4. NOx Reduction	15%	15
5. Project Timeline	<u>10%</u>	<u>10</u>
TOTAL	100%	100

#### 3.4 Right to Reject Applications and Negotiate Grant Agreement Terms

The State reserves the right to reject any and all applications. The State reserves the right to negotiate the terms of the grant agreement(s) that result from this Grant Application, including the award amount, with the selected applicant prior to entering into a grant agreement. If grant agreement negotiations cannot be concluded successfully with the awarded applicant(s), the State may negotiate a grant agreement with the next highest scoring applicant(s).

#### 3.5 Method of Award

The State will compile the final scores for each application (see section 3.3). The State intends to award to one or more applicants for the resulting grant agreement(s). Awards will be based upon the highest scoring responsive and responsible applicant(s).

### 3.6 Notification of Intent to Award

All applicants who respond to this Grant Announcement will be notified in writing of the State's intent to award one or more grant agreements that result from this Grant Application.

After a Notice of Intent to Award is made, copies of the accepted applications, excluding materials deemed to be confidential and proprietary information on Appendix c: Designation of Confidential and Proprietary Information (DOA-3027), will be made available for public inspection on the VW Mitigation Program website.

## 4.0 ELIGIBILITY REQUIREMENTS

This section is NOT scored. (0 points)

Complete Section 2: Eligibility Requirements of the application.

Conditions of this Grant Announcement that include the word "must" or "shall" describe a **mandatory** eligibility requirement. Failure to meet a mandatory eligibility requirement shall disqualify the application. The State reserves the right to delete any specification or condition in the Grant Application as allowed by law if no applicant is able to comply with the given specification or condition of the Grant Application.

The requirements in this section are mandatory and the applicant must satisfy them. If the applicant cannot meet ALL the eligibility requirements, the applicant will be removed from further consideration. In the event there is an individual eligibility requirement that no applicant is able to meet, the State reserves the right to eliminate that individual eligibility requirement as allowed by law; in such case, the State shall continue the evaluation of applicant.

Using Section 2: Eligibility Requirements, answer each item as to whether the applicant either can or cannot (check the appropriate box) meet these eligibility requirements. It is the applicant's responsibility to submit any required supporting documentation for an eligibility requirement.

### 4.1 Eligible Applicant

4.1.1 Pursuant to §85.20 (1)(d), Wis. Stats., the applicant must certify that it is a county, municipality or town, or agency thereof; transit or transportation commission or authority and public corporation established by law or by interstate compact to provide mass transportation services and facilities or two or more of any such bodies acting jointly under §66.0301 to 66.0303, Wis. Stats.

### 4.2 Operating Deficit

4.2.1 Pursuant to §85.20, Wis. Stats., the applicant must certify that it operates an urban mass transit system incurring an operating deficit.

### 4.3 Shared Revenue Reduction

4.3.1 If the applicant is a county, city, village or town, the applicant must agree that the receipt of a grant under this program will result in a reduction of future county and municipal revenue payments pursuant to §79.035(7), Wis. Stats. Further, each applicant that is a county, city, village or town must provide a resolution (or equivalent) action taken agreeing to this reduction in revenue payments and authorizing its application.

### 4.4 Vehicle Eligibility

4.4.1 The applicant must certify that the vehicle(s) submitted for replacement is a Class 4-8 Transit Bus with a Gross Vehicle Weight Rating (GVWR) greater than 14,001 lbs. used for transporting people. In addition, the eligible vehicle must be powered with a 1992-2009 diesel engine.

#### 4.5 Scrapping

- 4.5.1 The applicant must certify that it will render the eligible replaced vehicle(s) inoperable and available for recycle. The applicant, at a minimum, will cause a 3-inch hole to be cut in the engine block for all engines. In addition, the chassis of the vehicle shall be disabled by cutting the vehicle's frame rails completely in half. Scrapping of any vehicle(s) shall occur within 90 days of the applicant accepting delivery of the replacement bus(es).

### 5.0 PROJECT PLAN

This section is scored. (100 total points)

Complete Section 3: Project Plan of the application.

The purpose of this section is to provide the State with a basis for determining an applicant's plan to undertake its project. Be specific when answering the following questions. Applicants shall concisely answer each question thoroughly.

#### 5.1 Current Use of Transit Buses

- 5.1.1 Please explain how the applicant's current buses are used and why they require replacement. Where possible, provide data on ridership, bus condition and other factors that support replacement. Applicant may attach supporting documentation to its application for each bus requested for replacement including:

- Copies of estimates for planned or anticipated major repairs.
- List of recent major repairs.
- Photos of visible condition of the vehicle showing rust, dents and/or other issues.

#### 5.2 Future Use of Transit Buses

- 5.2.1 Please explain how the new bus(es) will be used in the future. Please include information on whether the applicant expects ridership will increase, decrease, or maintain current levels. Applicant may attach supporting documentation to its application.

#### 5.3 Transportation to Employment

- 5.3.1 Please explain how the new bus(es) will connect employees with employers. Applicant may attach supporting documentation to its application.

#### 5.4 NOx Reduction

- 5.4.1 Using the US Environmental Protection Agency Diesel Emissions Quantifier (DEQ) tool, please state the projected NOx benefit as a result of replacing the identified bus(es). Include a description of how bus replacement will mitigate the impacts of NOx emissions on communities that have historically borne a disproportionate share of the adverse impacts of these emissions. Applicant may attach supporting documentation to its application.

#### 5.5 Project Timeline

- 5.5.1 Please provide a detailed timeline for the replacement of each bus for which funding is requested. Include anticipated dates for ordering, delivery, placement in service and scrapping. All work must be completed by June 30, 2025.

## 6.0 PROJECT BUDGET

This section is NOT scored. (0 total points)

Complete Section 4: Project Budget of the application using the Excel spreadsheet. The Excel spreadsheet must be submitted in accordance with instructions in section 2.3.

The purpose of this section is to provide the State with identification of each bus proposed to be replaced, each proposed replacement vehicle and eligible costs for purchase and scrapping. The budget will include a listing of each eligible bus for which funding is requested for replacement. If more than one replacement request is made, buses must be listed in the spreadsheet with the highest priority bus listed first, the second highest priority bus listed second, etc.

### 6.1 Eligible Expenses

6.1.1 For each eligible bus listed for replacement, grant funds may be requested for two purposes:

- 6.1.1.1 The purchase of a class 4-8 transit bus with any new diesel or alternate fueled or all-electric vehicle, with the engine model year in which the eligible bus mitigation action occurs or one engine model year prior. Grant funds may be requested for 100% of the cost of a new diesel or Alternate Fueled (e.g., CNG, propane, Hybrid) vehicle, or 100% of the cost of a new All-Electric vehicle, including charging infrastructure associated with the new All-Electric vehicle.
- 6.1.1.2 Services required to scrap replaced eligible buses per the definition of "scrapping" in section 1.4. Scrapping must be completed within 90 days of accepting delivery of a replacement bus.

### 6.2 Ineligible Expenses

6.2.1 Grant funds may not be requested for the following purposes:

- Fleet expansion (i.e., the purchase of a bus that does not replace an existing bus).
- Administrative costs including applicant expenses, vendor mark-ups or other.
- Any expenses incurred before the grant agreement is fully executed, including applicant's expense to prepare the grant application.
- Any expenses to disable or remove equipment from an existing bus.
- Repowering.
- Bad debts, late payment fees, finance charges or contingency funds, interest, and investment management fees.
- Liens or other interests in any replaced bus.
- Attorney fees.
- Engineering/consultant fees.
- Taxes, except sales tax on eligible equipment and expenses.
- Purchase and/or installation of accessories, either new or transferred from replaced buses.
- Invoices submitted to the Department directly from any vendor, supplier or contractor.

## 7.0 SPECIAL GRANT AGREEMENT TERMS AND CONDITIONS

### 7.1 Reimbursement Requirements

This is a reimbursement program. Before requesting reimbursement from DOA, grant recipients must provide a signed payment request on letterhead for the amount to be reimbursed. Grant recipients must submit invoices and proofs of payment for approved expenses associated with the project. Grant recipients must submit photographic documentation of the VINs and engine serial numbers for the replaced bus(es), and photos and a certificate of destruction documenting that the replaced bus(es) have

VW Mitigation Program  
Transit Capital Assistance Grant Program

---

been rendered inoperable. Grant recipients must submit delivery or registration documents identifying VINs and engine serial numbers for the new bus(es) purchased with grant funds; and confirm that the project is complete and that the bus(es) is operating satisfactorily for the intended use. No costs for projects may be incurred before the grant agreement is executed or after the grant agreement end date. All invoices must be submitted by the date specified in the grant agreement to be paid.

## 7.2 Order of Precedence

In the event of grant agreement award(s), the contents of this Grant Application (including all attachments), Grant Application addenda and revisions, and the application of the successful applicant(s), and additional terms agreed to in writing by DOA and the applicant(s) shall become part of the grant agreement. Failure of the successful applicant(s) to accept these as a contractual agreement may result in a cancellation of award. The following priority for grant agreement documents will be used if there are conflicts or disputes:

1. Applicable State of Wisconsin statutes and regulations.
2. The terms of the resulting grant agreement.
3. The terms of the applicant's response as accepted by the State.
4. The terms of the Grant Application as amended.

## 7.3 Grant Agreement

A grant agreement between the grantee and DOA will cover the scope of work, timetable, semi-annual reporting requirements, and budget. Grant agreements cover a pre-determined period after the date DOA signs the contract. DOA may approve, at its sole discretion, a request from a grantee to substitute a bus identified for replacement with another eligible bus for good cause (e.g., mechanical issues, damage). Applicants must agree to abide by applicable state and federal rules and regulations.

DOA must provide the Trustee with a report describing its progress implementing each eligible mitigation action during the six-month period leading up to the reporting dates every year on January 30 and July 30. In order to provide all required information, DOA may collect the following from grantees to comply with the Trustee's reporting requirements:

- Tons/percentage of NOx and PM2.5 reduced over the lifetime of the vehicle replacement.
- Number of employees connected with employers.
- Project implementation timeline.
- All records and documentation supporting all grant funded expenditures, purchases and other fiscal activities to show that all funds were spent in compliance with the Trust Agreement, Consent Decrees and Wisconsin laws.
- Evidence that all vendors were or will be selected in accordance with state and local public procurement and contracting laws.
- Semi-annual reports describing the progress in implementing each project during the six-month period leading up to the reporting date. Such reports shall include a complete description of the status (including actual or projected termination date), development, implementation, and any modification of each approved project, and a summary of all costs expended on the Eligible Mitigation Action through the reporting date.

DOA reserves the right to restrict disposal of assets purchased with Transit Capital Assistance Grant Program grant funds. Such restrictions may apply to sale, insurance and other proceeds resulting from a determination by the applicant that the asset will no longer serve its intended purpose during its useful life. DOA anticipates that details on such restrictions will be determined prior to execution of grant agreements.

VW Mitigation Program  
Transit Capital Assistance Grant Program

---

7.4 Public Disclosure

All information submitted by applicant will be made available on DOA's VW Mitigation Website after an Intent to Award is issued.

7.5 Miscellaneous

The State of Wisconsin reserves the right to audit any grantee. Applicants must follow applicable state and local public procurement rules.

**CITY OF SHEBOYGAN**

**REQUEST FOR TRANSIT COMMISSION CONSIDERATION**

---

**ITEM DESCRIPTION:** 3.3 VW Settlement Grant Opportunity and Authorizing Resolution

---

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

---

**REPORT DATE:** 8/14/18

**MEETING DATE:** 8/21/18

---

**FISCAL SUMMARY:**

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

**STATUTORY REFERENCE:**

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

---

**BACKGROUND / ANALYSIS:**

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

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

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

**STAFF COMMENTS:**

The City of Sheboygan Staff including the City Administrator, Finance Director and Director of Transit & Parking met to discuss the advantages and disadvantages of seeking funding through this grant application opportunity.

By applying for and accepting any grant funding through this program, the City of Sheboygan must forego reduced shared revenues from the State of Wisconsin for duration of ten years as the 20% match for the buses being replaced. This means that if City of Sheboygan is awarded the funding for the five buses in the application, the City of Sheboygan’s local share of \$450,000 would be paid to the State of Wisconsin Department of Administration not through borrowing but a reduction in shared revenues for the next 10 years (10% of the total each year for 10 years) or \$45,000 per year (\$450,000/10 years=\$45,000 per year).

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

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

**ACTION REQUESTED:**

Motion to approve the authorizing resolution that allows the City of Sheboygan to apply for funding through the VW Mitigation program and recommend approval by the full Common Council at their next meeting.

**ATTACHMENTS:**

- I. Authorizing Resolution \_\_\_\_\_
- II. VW Transit Capital Assistance Grant Program Announcement

**CITY OF SHEBOYGAN**

**REQUEST FOR TRANSIT COMMISSION CONSIDERATION**

---

**ITEM DESCRIPTION:** 3.4 Revision to S.E.T. Supervisor for Shoreline Metro

---

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

---

**REPORT DATE:** 8/14/18

**MEETING DATE:** 8/21/18

---

**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 Safety, Education and Training Supervisor position for Shoreline Metro was approved at the July 17, 2018 Transit Commission Meeting. The pay scale that was not the most up to date and therefore, an adjustment to the position was made by the Director of Transit & Parking with the guidance of the Transit Commission Chair, Alderman Todd Wolf. The wage of this position does not change; however, the grade is being adjusted from Grade F to Grade G. This change was made with the support of the Human Resources Director, Sandy Rohrick.

**STAFF COMMENTS:**

The Director of Transit & Parking supports this change and has made the adjustments accordingly with the support of City officials and recommends acceptance by the Transit Commission.

**ACTION REQUESTED:**

Motion to accept the grade change as made by the Director of Transit & Parking for the Safety, Education and Training Supervisor position from Grade F to Grade G.

**ATTACHMENTS:**

- I. None.

**CITY OF SHEBOYGAN**

**REQUEST FOR TRANSIT COMMISSION CONSIDERATION**

---

**ITEM DESCRIPTION:** 3.5 Update and Discussion on Shoreline Metro Staffing & Service

---

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

---

**REPORT DATE:** 8/14/18

**MEETING DATE:** 8/21/18

---

**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:**

First, let me begin by saying that the good economy and lack of “available” workers has impacted all sectors of the economy. The shortage is finally affecting us at Shoreline Metro. We have had some retirements recently with an inability to successfully recruit individuals to replace them. We have made many job offers and have brought individuals on board but have been unable to retain them (many citing personal reasons).

Shoreline Metro provides over 50,000 service hours a year between the two services. This requires a healthy staffing of over 40 drivers (roughly 30 for fixed route and another 12 for paratransit). We currently have 24 fixed route operators and 10 paratransit operators. We have one FT driver on FMLA and another soon to go on FMLA. This level of staffing is very low and seriously compromises our ability to put that service level on the street. Many FT drivers are on mandatory overtime and will be for the foreseeable future.

We have applicants going for pre-employment exams this week with hopefully more starting next week. Assuming they work out, it still takes 2 months to train them properly for service. We have recruited using Indeed, Sheboygan Press, radio, website, Facebook, bus signs, The Beacon and The Sun.

My staff have worked on scheduling with a great deal of difficulty. We have proposed to remove the shuttle service on Saturdays (at least temporarily) until we get back to a healthy staffing level. We have some additional contingencies as well in the event staffing continues to be an issue including suspending Saturday service, reducing evening service or going to hourly service on weekdays. I do not want to reduce service but we risk burning out the drivers we do have at the same time. Starting with our next driver pick, Saturday shuttles will be suspended. Our school day Tripper service is also in jeopardy of being suspended (on the heels of the new service agreement with SASD).

The Trolley routes on Saturday, August 18, 2018 for the season as well (two weeks early).

Shoreline Metro realizes it can no longer hire the same way nor expect the same availability and flexibility we did the past 20 years. Many transit systems are facing this same issue and we hope to be able to find solutions to this issue perhaps with their assistance.

**STAFF COMMENTS:**

The Director of Transit & Parking has worked with several agencies including the Economic Development Corporation this past week. The fact remains we have to be attractive in our marketing and promotion of our positions.

A more in depth conversation and update will be given at the Transit Commission meeting.

**ACTION REQUESTED:**

No motion required.

**ATTACHMENTS:**

- I. None.