

OPERATING STATISTICS FOR SHORELINE METRO & METRO CONNECTION - 2020 to 2021

	JANUARY				FEBRUARY				MARCH				APRIL				MAY				JUNE			
REVENUES	2021	2020	Difference	% Change	2021	2020	Difference	% Change	2021	2020	Difference	% Change	2021	2020	Difference	% Change	2021	2020	Difference	% Change	2021	2020	Difference	% Change
Metro Connection	\$10,431	\$25,763	(\$15,332)	-59.5%	\$9,684	\$25,026	(\$15,342)	-61.3%	\$12,958	\$14,626	(\$1,668)	-11.4%	\$12,766	\$2,921	\$9,845	337.0%	\$13,205	\$3,282	\$9,923	302.3%	\$14,582	\$7,029	\$7,553	107.5%
Shoreline Metro	\$17,416	\$27,958	(\$10,542)	-37.7%	\$12,309	\$27,543	(\$15,234)	-55.3%	\$23,439	\$18,411	\$5,028	27.3%	\$31,726	\$3,510	\$28,216	803.9%	\$17,428	\$1,728	\$15,700	908.6%	\$24,126	\$2,385	\$21,741	911.5%
MONTH TOTALS	\$27,847	\$53,721	(\$25,874)	-48.2%	\$21,993	\$52,569	(\$30,576)	-58.2%	\$36,397	\$33,037	\$3,360	10.2%	\$44,492	\$6,431	\$38,061	591.8%	\$30,633	\$5,010	\$25,623	511.4%	\$38,708	\$9,414	\$29,294	311.2%
RIDERSHIP	2021	2020	Difference	% Change	2021	2020	Difference	% Change	2021	2020	Difference	% Change	2021	2020	Difference	% Change	2021	2020	Difference	% Change	2021	2020	Difference	% Change
Metro Connection	1,558	3,079	(1,521)	-49.4%	1,508	2,941	(1,433)	-48.7%	1,858	1,865	(7)	-0.4%	1,643	549	1,094	199.3%	1,691	663	1,028	155.1%	1,776	1,126	650	57.7%
Trips/Revenue Hour	2.13	2.73	(0.60)	-22.0%	1.97	2.83	(0.86)	-30.4%	2.10	2.29	(0.19)	-8.3%	2.00	1.30	0.70	53.8%	2.14	1.45	0.69	47.6%	2.07	1.70	0.37	21.8%
Shoreline Metro	23,637	65,815	(42,178)	-64.1%	25,324	62,203	(36,879)	-59.3%	34,869	43,108	(8,239)	-19.1%	35,574	13,950	21,624	155.0%	32,507	14,280	18,227	127.6%	29,961	23,179	6,782	29.3%
Trips/Revenue Hour	8.70	19.69	(10.99)	-55.8%	8.87	19.50	(10.63)	-54.5%	10.56	13.27	(2.71)	-20.4%	10.77	4.95	5.82	117.6%	11.16	5.98	5.18	86.6%	9.84	7.21	2.63	36.5%
MONTH TOTALS	25,195	68,894	(43,699)	-63.4%	26,832	65,144	(38,312)	-58.8%	36,727	44,973	(8,246)	-18.3%	37,217	14,499	22,718	156.7%	34,198	14,943	19,255	128.9%	31,737	24,305	7,432	30.6%
	JULY				AUGUST				SEPTEMBER				OCTOBER				NOVEMBER				DECEMBER			
REVENUES	2021	2020	Difference	% Change	2021	2020	Difference	% Change	2021	2020	Difference	% Change	2021	2020	Difference	% Change	2021	2020	Difference	% Change	2021	2020	Difference	% Change
Metro Connection	\$14,961	\$8,979	\$5,982	66.6%	\$14,935	\$8,644	\$6,291	72.8%	\$15,003	\$8,891	\$6,112	68.7%	\$15,826	\$10,251	\$5,575	54.4%	\$15,806	\$8,924	\$6,882	77.1%	\$16,446	\$9,404	\$7,042	74.9%
Shoreline Metro	\$26,185	\$10,692	\$15,493	144.9%	\$19,541	\$14,629	\$4,912	33.6%	\$23,185	\$17,355	\$5,830	33.6%	\$13,831	\$21,709	(\$7,878)	-36.3%	\$20,279	\$15,399	\$4,880	31.7%	\$13,442	\$13,066	\$376	2.9%
MONTH TOTALS	\$41,146	\$19,671	\$21,475	109.2%	\$34,476	\$23,273	\$11,203	48.1%	\$38,188	\$26,246	\$11,942	45.5%	\$29,657	\$31,960	(\$2,303)	-7.2%	\$36,085	\$24,323	\$11,762	48.4%	\$29,888	\$22,470	\$7,418	33.0%
RIDERSHIP	2021	2020	Difference	% Change	2021	2020	Difference	% Change	2021	2020	Difference	% Change	2021	2020	Difference	% Change	2021	2020	Difference	% Change	2021	2020	Difference	% Change
Metro Connection	1,764	1,264	500	39.6%	1,852	1,303	549	42.1%	1,822	1,366	456	33.4%	1,936	1,486	450	30.3%	1,965	1,396	569	40.8%	1,994	1,526	468	30.7%
Trips/Revenue Hour	2.11	1.97	0.14	7.1%	2.16	2.21	(0.05)	-2.3%	2.19	2.29	(0.10)	-4.4%	2.18	2.36	(0.18)	-7.6%	2.29	2.31	(0.02)	-0.9%	2.36	2.21	0.15	6.8%
Shoreline Metro	28,139	26,048	2,091	8.0%	26,925	25,484	1,441	5.7%	46,738	30,411	16,327	53.7%	49,162	27,513	21,649	78.7%	46,301	19,973	26,328	131.8%	41,366	21,057	20,309	96.4%
Trips/Revenue Hour	9.66	7.43	2.23	30.0%	9.05	7.71	1.34	17.4%	15.68	9.59	6.09	63.5%	16.79	8.40	8.39	99.9%	15.85	7.33	8.52	116.2%	13.74	7.52	6.22	82.7%
MONTH TOTALS	29,903	27,312	2,591	9.5%	28,777	26,787	1,990	7.4%	48,560	31,777	16,783	52.8%	51,098	28,999	22,099	76.2%	48,266	21,369	26,897	125.9%	43,360	22,583	20,777	92.0%
REVENUE COMPARISON BY YEAR									RIDERSHIP COMPARISON BY YEAR									TRIPS/REV HOUR		REVENUE HOURS		REVENUE MILES		
ANNUAL TOTALS	2020 YTD		2021 YTD		Difference		% Change		ANNUAL TOTALS	2020 YTD		2021 YTD		Difference		% Change		2020 YTD	2021 YTD	2020 YTD	2021 YTD	2020 YTD	2021 YTD	
Metro Connection	\$133,740		\$166,603		\$32,863		25%		Metro Connection	18,564		21,367		2,803		15%		2.14	2.14	8,272	9,971	98,040	124,839	
Shoreline Metro	\$174,385		\$242,907		\$68,522		39%		Shoreline Metro	373,021		420,503		47,482		13%		9.88	11.72	36,986	35,867	476,794	506,006	

4th Quarter Report - 2021



Prepared by Shoreline Metro for the Transit Commission.

OPERATING STATISTICS FOR THE PARKING UTILITY - 2020 to 2021																								
	JANUARY				FEBRUARY				MARCH				APRIL				MAY				JUNE			
REVENUES	2021	2020	Difference	% Change	2021	2020	Difference	% Change	2020	2020	Difference	% Change	2021	2020	Difference	% Change	2021	2020	Difference	% Change	2021	2020	Difference	% Change
Meters	\$0	\$14,921	(14,921.32)	-100.0%	\$4,692	\$9,406	(4,714.07)	-50.1%	\$10,929	\$5,029	5,899.52	117.3%	\$7,074	\$6,730	344.00	5.1%	\$9,398	\$0	9,398.00	100.0%	\$10,228	\$7,143	3,085.08	43.2%
Stall Rentals	\$7,283	\$19,606	(12,323.00)	-62.9%	\$26,395	\$33,639	(7,244.00)	-21.5%	\$20,771	\$17,202	3,569.00	20.7%	\$746	\$6,477	(5,731.17)	-88.5%	\$658	\$1,288	(630.00)	-48.9%	\$16,932	\$20,630	(3,698.00)	-17.9%
MONTH TOTALS	\$7,283	\$34,527	(27,244.32)	-78.9%	\$31,087	\$43,045	(11,958.07)	-27.8%	\$31,700	\$22,231	9,468.52	42.6%	\$7,820	\$13,207	(5,387.17)	-40.8%	\$10,056	\$1,288	8,768.00	680.7%	\$27,160	\$27,773	(612.92)	-2.2%
	JULY				AUGUST				SEPTEMBER				OCTOBER				NOVEMBER				DECEMBER			
REVENUES	2021	2020	Difference	% Change	2021	2020	Difference	% Change	2021	2020	Difference	% Change	2021	2020	Difference	% Change	2021	2020	Difference	% Change	2021	2020	Difference	% Change
Meters	\$10,024	\$10,745	(721.00)	-6.7%	\$15,091	\$8,079	7,012.33	86.8%	\$9,240	\$7,076	2,164.00	30.6%	\$9,050	\$6,081	2,969.00	48.8%	\$11,043	\$6,566	4,477.00	68.2%	\$4,158	\$9,317	(5,159.00)	-55.4%
Stall Rentals	\$527	\$10,583	(10,056.00)	-95.0%	\$147	\$5,200	(5,053.00)	-97.2%	\$19,759	\$24,031	(4,272.00)	-17.8%	\$8,245	\$5,710	2,535.00	44.4%	\$599	\$579	20.00	3.5%	\$30,535	\$29,900	635.00	2.1%
MONTH TOTALS	\$10,551	\$21,328	(10,777.00)	-50.5%	\$15,238	\$13,279	1,959.33	14.8%	\$28,999	\$31,107	(2,108.00)	-6.8%	\$17,295	\$11,791	5,504.00	46.7%	\$11,642	\$7,145	4,497.00	62.9%	\$34,693	\$39,217	(4,524.00)	-11.5%
REVENUE COMPARISON BY YEAR												REVENUE COMPARISON BY QUARTER												
ANNUAL TOTALS	2020 YTD		2021 YTD		Difference		% Change		FIRST QUARTER		SECOND QUARTER		THIRD QUARTER		FOURTH QUARTER									
									2020		2021		2020		2021		2020		2021					
Meters	\$69,129		\$100,926		31,797.54		46.0%		\$29,356		\$15,620		\$13,873		\$26,700		\$25,900		\$34,355		\$21,964		\$24,251	
Stall Rentals	\$138,656		\$132,597		(6,059.17)		-4.4%		\$70,447		\$54,449		\$28,395		\$18,336		\$39,814		\$20,433		\$36,189		\$39,379	
TOTAL REVENUE	\$207,785		\$233,523		25,738.37		12.4%		\$99,803		\$70,069		\$42,268		\$45,036		\$65,714		\$54,788		\$58,153		\$63,630	

3rd Quarter Report - 2021

Prepared by Shoreline Metro for the Transit Commission.

**2021 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	\$355.00	17	\$6,288.19	17	\$355.45	17	\$0.00	17	\$0.00	17	\$0.00	17	\$0.00	17	\$0.00	17	\$355.45	17	\$0.00	17	\$0.00	17	\$71.09	17
Lot 3	\$71.09	4	\$0.00	4	\$142.18	4	\$0.00	4	\$0.00	2	\$137.37	2	\$0.00	2	\$0.00	2	\$71.09	2	\$127.96	3	\$0.00	3	\$0.00	3
Lot 3 METERS	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Lot 4 METERS	\$0.00		\$728.72		\$1,402.52		\$867.00		\$1,019.91		\$1,100.91		\$1,213.00		\$1,780.00		\$1,161.00		\$1,145.38		\$1,431.13		\$611.24	
Lot 5	\$0.00	40	\$12,625.51	40	\$0.00	40	\$0.00	40	\$0.00	41	\$755.47	41	\$0.00	41	\$0.00	41	\$0.00	41	\$0.00	41	\$0.00	41	\$85.31	41
Lot 7	\$482.47	41	\$1,194.30	41	\$995.27	41	\$95.00	41	\$0.00	43	\$1,906.42	43	\$0.00	43	\$0.00	43	\$1,691.95	43	\$199.05	43	\$0.00	43	\$9,056.88	43
Lot 7 METERS	\$0.00		\$71.70		\$117.37		\$48.00		\$130.65		\$78.67		\$79.00		\$132.00		\$65.00		\$78.40		\$61.33		\$29.49	
Lot 8	\$170.62	26	\$3,753.53	26	\$1,033.20	25	\$0.00	25	\$0.00	25	\$990.00	25	\$113.75	24	\$0.00	24	\$954.52	24	\$255.93	25	\$85.31	27	\$1,023.71	27
Lot 9	\$426.54	63	\$266.34	63	\$2,859.71	61	\$190.00	58	\$0.00	53	\$2,133.94	53	\$44.55	53	\$0.00	55	\$2,931.87	55	\$568.72	55	\$37.94	55	\$1,504.26	55
Lot 9 METERS	\$0.00		\$0.00		\$462.98		\$263.18		\$302.75		\$239.18		\$287.00		\$257.00		\$293.00		\$292.19		\$487.26		\$0.00	
Lot 10	\$710.90	10	\$0.00	10	\$710.90	10	\$0.00	10	\$0.00	10	\$750.00	10	\$0.00	10	\$0.00	10	\$710.90	10	\$0.00	10	\$0.00	10	\$710.90	10
Lot 11	\$85.31	4	\$0.00	4	\$170.62	4	\$0.00	4	\$0.00	4	\$200.00	5	\$0.00	5	\$0.00	5	\$341.23	5	\$85.31	5	\$0.00	5	\$767.77	5
Lot 13	\$398.11	32	\$0.00	32	\$2,886.28	32	\$0.00	32	\$0.00	35	\$3,835.00	35	\$0.00	36	\$0.00	36	\$3,483.43	36	\$0.00	33	\$33.18	33	\$2,886.27	33
Lot 14	\$796.21	57	\$0.00	57	\$1,194.34	57	\$83.00	57	\$0.00	56	\$843.13	56	\$0.00	56	\$0.00	56	\$1,194.34	54	\$4,047.40	55	\$0.00	55	\$5,374.41	55
Lot 14 METERS	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$488.00		\$0.00		\$0.00		\$0.00		\$0.00	
LOT 17	\$1,857.42	20	\$99.53	20	\$1,139.35	20	\$20.00	22	\$140.00	25	\$948.13	27	\$56.87	27	\$44.55	27	\$1,293.85	26	\$987.68	26	\$169.66	28	\$1,118.49	28
Lot 18	\$0.00	41	\$0.00	41	\$3,497.71	41	\$0.00	41	\$0.00	41	\$3,497.71	41	\$0.00	41	\$0.00	41	\$3,497.71	41	\$0.00	41	\$0.00	41	\$3,497.63	41
On-Street Meters	\$0.00		\$3,892.39		\$8,945.68		\$5,894.91		\$7,945.00		\$8,671.64		\$8,445.00		\$12,922.00		\$7,721.00		\$7,533.53		\$9,063.31		\$3,516.96	
On-Street Permits	\$1,929.12	98	\$6,212.36	100	\$2,843.54	96	\$58.00	100	\$218.23	103	\$1,685.00	103	\$250.00	100	\$0.00	98	\$2,416.04	96	\$1,069.18	94	\$37.91	93	\$2,957.30	93

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

6/30/2021

TRANSIT	2020 Actual	2020 Goals	2021 YTD	2021 Goals	2021 Q1	2021 Q2	2021 Q3	2021 Q4	2021 TOTAL
<b>REVENUES</b>									
Metro Connection	\$133,740	\$300,000	\$166,603	\$300,000	\$33,073	\$40,553	\$44,899	\$48,078	\$166,603
Shoreline Metro	<u>\$174,385</u>	<u>\$450,000</u>	<u>\$242,907</u>	<u>\$450,000</u>	<u>\$53,164</u>	<u>\$73,280</u>	<u>\$68,911</u>	<u>\$47,552</u>	<u>\$242,907</u>
Totals	\$308,125	\$750,000	\$409,510	\$750,000	\$86,237	\$113,833	\$113,810	\$95,630	\$409,510
<b>TRANSIT RIDERSHIP &amp; BENCHMARKS</b>									
Metro Connection	7,885	34,000	4,924	34,000	4,924	5,110	5,438	5,895	21,367
Trip/Revenue Hour	2.14	2.75	2.14	2.75	2.07	2.07	2.15	2.28	2.14
Shoreline Metro	171,126	530,000	83,830	530,000	83,830	98,042	101,802	136,829	420,503
Trip/Revenue Hour	<u>9.88</u>	<u>13.00</u>	<u>11.72</u>	<u>13.00</u>	<u>9.38</u>	<u>10.59</u>	<u>11.46</u>	<u>15.46</u>	<u>11.72</u>
Totals	179,011	564,000	88,754	564,000	88,754	103,152	107,240	142,724	441,870
<b>PARKING UTILITY</b>									
<b>REVENUES</b>									
Meters	\$69,129	\$127,950	\$100,926	\$127,950	\$15,620	\$26,700	\$34,355	\$24,251	\$100,926
Stall Rentals	<u>\$138,656</u>	<u>\$122,200</u>	<u>\$132,597</u>	<u>\$122,200</u>	<u>\$54,449</u>	<u>\$18,336</u>	<u>\$20,433</u>	<u>\$39,379</u>	<u>\$132,597</u>
Totals	\$207,785	\$250,150	\$233,523	\$250,150	\$70,069	\$45,036	\$54,788	\$63,630	\$233,523

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PARKING UTILITY BENCHMARKS	2021 Q1		2021 Q2		2021 Q3		2021 Q4		ANNUAL TOTAL	
	Revenue	Permits	Revenue	Permits	Revenue	Permits	Revenue	Permits	Revenue	Permits
Lot 2	\$6,998.64	51	\$0.00	51	\$355.45	51	\$71.09	51	\$7,425.18	204
Lot 3	\$213.27	12	\$137.37	8	\$71.09	6	\$127.96	9	\$549.69	35
Lot 4	\$2,131.24	N/A	\$2,987.82	N/A	\$4,154.00	N/A	\$3,187.75	N/A	\$12,460.81	N/A
Lot 5	\$12,625.51	120	\$755.47	122	\$0.00	123	\$85.31	123	\$13,466.29	488
Lot 7	\$2,672.04	123	\$2,001.42	127	\$1,691.95	129	\$9,255.93	129	\$15,621.34	508
Lot 8	\$4,957.35	77	\$1,247.32	0	\$1,344.27	0	\$1,534.17	0	\$9,083.11	77
Lot 9	\$4,015.57	187	\$2,323.94	164	\$2,976.42	163	\$2,110.92	165	\$11,426.85	679
Lot 10	\$1,421.80	30	\$1,555.11	0	\$1,547.90	0	\$1,490.35	0	\$6,015.16	30
Lot 11	\$255.93	12	\$200.00	13	\$341.23	15	\$853.08	15	\$1,650.24	55
Lot 13	\$3,284.39	96	\$3,835.00	102	\$3,483.43	108	\$2,919.45	99	\$13,522.27	405
Lot 14	\$1,990.55	171	\$926.13	169	\$1,194.34	166	\$9,421.81	165	\$13,532.83	671
Lot 17	\$3,096.30	60	\$1,108.13	0	\$1,883.27	0	\$2,275.83	0	\$8,363.53	60
Lot 18	\$3,497.71	123	\$3,497.71	123	\$3,497.71	123	\$3,497.63	123	\$13,990.76	492
On-Street Meters	\$12,838.07	N/A	\$22,511.55	N/A	\$29,088.00	N/A	\$20,113.80	N/A	\$84,551.42	N/A
On-Street Permits	\$10,985.02	294	\$1,961.23	306	\$2,666.04	294	\$4,064.39	280	\$19,676.68	1174

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## CITY OF SHEBOYGAN

### REQUEST FOR TRANSIT COMMISSION CONSIDERATION

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**ITEM DESCRIPTION:** 3.1 Transit & Parking Fourth Quarter and Final Reports for 2021

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

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**REPORT DATE:** 3/18/22

**MEETING DATE:** 3/22/22

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#### FISCAL SUMMARY:

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

#### STATUTORY REFERENCE:

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

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#### BACKGROUND / ANALYSIS:

The reports for the fourth quarter of 2021 are presented for Shoreline Metro, Metro Connection and the Parking Utility for review and approval.

#### STAFF COMMENTS:

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

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

- Shoreline Metro ridership finished the year up 13% with revenue up 39% for the year.
  - COVID-19 continues to impact ridership and revenue. However, revenue grew significantly again during the quarter as ridership rebounds from 2020. This hopefully is a positive indicator of recovery and returning to “normal” in 2022.
    - CARES Act funds will be used to offset the loss of revenues and potential increase in expenses due to the pandemic (applies to loss of revenue with Metro Connection as well).
  - Revenue trips for the quarter were 15.46 trips per revenue hour. This is an increase over 2020 (7.75). For the year, trips per revenue hour was 11.72.
- Metro Connection ridership is up for the year by 15% with revenue up 25%.
  - COVID-19 continues to impact ridership and revenue. However, revenue grew significantly during the third quarter as ridership rebounds from 2020. This hopefully is a positive indicator of recovery and returning to “normal” in 2022.
  - Revenue trips for the quarter were 2.28 per hour. This marks a slight decrease in productivity from 2020 (2.29). For the year, trips per revenue hour was 2.14.

Parking Utility stall revenue for the fourth quarter revenue is an ongoing concern as meter and permit revenue continue to be hindered by the pandemic. Meter revenue has been rebounding nicely from 2020. Revenue in 2021 was up 12.4% for the year (meters was 46%) over 2020.

**ACTION REQUESTED:**

Staff recommends approval of the Transit and Parking Utility 2021 Fourth Quarter and Year End Reports and placing on file.

**ATTACHMENTS:**

- I. 2021 Fourth Quarter Report for Transit;
- II. 2021 Fourth Quarter Report for Parking Utility;

# City of Sheboygan Parking Utility 2021 YEAR IN REVIEW

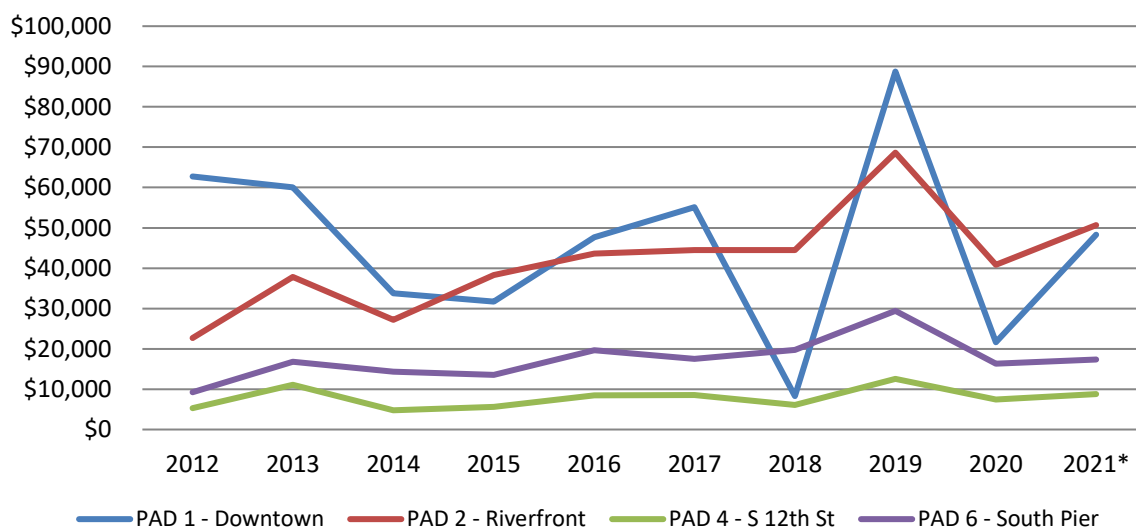
## Assessments: Partnership for Public Parking

The Parking Utility relies on funding from property owners, or assessments, to offset the costs of maintaining public parking. Assessments are calculated by taking total expenses for the parking district and subtracting any revenues collected (permits, meters, stall rentals, etc.) Assessments are the balance remaining, which represent the required amount to make the parking district "whole". In other words, it represents a subsidy paid by property owners to allow public parking to remain affordable for customers, employees and visitors. Each district has its own distinct ordinance and policy on collecting revenue. Riverfront and South Pier, for example, specify that parking remains free. Therefore, these districts' assessments are based on total expenses.

### Expenses

Annual expenses in each district differ slightly. However, the main expenses related to snow plowing, lawn maintenance, flowers and beautification, and equipment maintenance are consistent for all districts. Expenses are directly impacted by weather and play a significant role in the fluctuation of expenses over the years.

### Assessments by Year per District



Average assessments over the same period:

**PAD 1** - \$45,797  
**PAD 2** - \$41,874  
**PAD 4** - \$7,862  
**PAD 6** - \$17,393

In 2018, parking rates increased for the first time in over a decade resulting in increased revenue.

*\*projected assessments.*

## Thank You!

The Parking Utility is proud to partner with Otter Creek Landscape and Town & Country Garden Club for stunning and fragrant flowers. The club members planted all the corner flower planters. The members did a fantastic job beautifying the downtown and South Pier.



## Parking Utility Team

**Derek Muench**  
Parking Director

**Todd Wolf**  
City Administrator

**Patrick Moehring**  
Lead Worker

**Michael Kirchmeier**  
Maintenance Worker

**Ann Koeller**  
Customer Service

**Heather Cleveland**  
Commission Chair

**Website** | [www.shorelinemetro.com/parkingutility](http://www.shorelinemetro.com/parkingutility)



# 2022 LOOKING AHEAD

## Mobile Payment Solutions

The Parking Utility is excited to announce it will begin offering a more convenient way to pay for parking in downtown Sheboygan. Historically, customers could only pay the parking meters using coins. Parking permits were very restrictive as well, with only one option to purchase and pay in-person only. In recent years, permits could be paid for using a credit or debit card; however, convenience and payment options have been lagging behind modern times for quite a while.

In 2022, the Parking Utility will be partnering with HotSpot Parking, a company offering convenient, alternative payment solutions for customers simply by using their smartphone (see diagram to the right). HotSpot offers not only parking solutions but also public transit (bus) solutions. Shoreline Metro will also be implementing this technology in 2022.

Customers will pay a small fee per transaction each time they pay using HotSpot (most of the fees will be covered by the Parking Utility).

This technology will enable more flexible and convenient parking solutions for customers and visitors. Please stay tuned for more information coming later this year.

## Redesigned Island on 8<sup>th</sup> Street

The Parking Utility will be partnering with Otter Creek to redesign and construct a beautiful and more welcoming island on South 8<sup>th</sup> Street. The landscaping on the island has become unsightly and overgrown, limiting views of 8<sup>th</sup> Street approaching the downtown area. This redesign will include robust and hardy plants, an easier-to-maintain layout and bright welcoming colors to add to the beautification of downtown.

## Keep Up-to-Date on All Things Parking

The Parking Utility is accessible online and in-person. Please check out these resources designed to keep customers, businesses and visitors up-to-date on all things parking in downtown Sheboygan and other parking districts including South Pier and Riverfront.



**Website** | [www.shorelinemetro.com/parkingutility](http://www.shorelinemetro.com/parkingutility)



**Facebook** | Parking Downtown Sheboygan



**Phone** | (920) 459-3285

**HotSpot**  
**How to Use the App!**  
Step-by-step of how to use the HotSpot Parking Application.

- 1 Download the HotSpot Parking App from the Apple Store or Google Play Store!
- 2 Create an account with your mobile phone number or email address.
- 3 Park anywhere you see HotSpot Parking App signs and decals.
- 4 Pay for your parking session from your phone.
- 5 Extend your time remotely if you'd like to stay longer.
- 6 Receive digital copies of your parking receipts through the app.



Island photo from 2017 showing overgrowth and large vegetation obstructing views into downtown. The island will be redesigned this year as beautification efforts continue.



# 2021 SHORELINE METRO YEAR IN REVIEW

**"We have Excellent  
city bus services.  
Keep the services.  
No more cuts."  
Community Survey**

## Summary

Normally, an organization wouldn't be thinking about rebuilding after a 54 percent growth in ridership from 2011 to 2019. Nor would an organization discuss changes to its service and adjustments to its operations after experiencing such growth. One would expect to keep building and driving the momentum forward.

But we aren't talking about any organization and we aren't talking about normal times. We are talking about public transit, specifically public transit during a health pandemic. We are also talking about consecutive years (2020-2021) when ridership was significantly lower than 2019, service became unpredictable and stressful to manage, and customer patience often grew thin. These were no typical years; but yet, here we are moving into 2022 with a positive attitude, refined goals and objectives, and a team driven to regrow and relive those distant memories from a couple years ago.

Last year saw much of the same, unfortunately. Service was turbulent at times due to variants in the coronavirus. A new pandemic outcome also emerged known as a labor shortage that further created challenges to services but refined our ability to pivot and adapt.

Not all things were negative, however.



**Metro Connection** rebranded and retooled to become more inclusive and provide a new type of service, on-demand, which could launch as soon as 2022. The new wave of public transit is a more customer-centric, demand-responsive microtransit service that provides the reliability and affordability of fixed-route with the precision and uniqueness of demand response.

The Metro Connection On-Demand app now allows customers to schedule their own rides with the comfort of their smart device. Customers have the option to call-in their reservations or schedule their own trips using a smartphone or PC.

Shoreline Metro launched its **Public Transit Agency Safety Plan (PTASP)** in accordance with Federal Transit Administration (FTA) requirements in late 2021. The plan ensures a formalized, proactive and data-driven approach to safety risk management. The goal is to increase the safety performance of transit agencies. Annually, Shoreline Metro is ranked one of the safest transit agencies in the state.

Shoreline Metro is certified as a **Training Provider** and has established a robust curriculum in compliance with new federal CDL regulations (went into effect February 7, 2022) and in accordance with the Federal Motor Carrier Safety Administration (FMCSA). The new curriculum standardizes training for new drivers and ensures proper training is being conducted by Shoreline Metro.

2021 has put Shoreline Metro on a great route heading into the new year.

## **Welcome to the Shoreline Metro Team in 2021**

### **Erica Ellinger**

joins our team as the ADA & Paratransit Coordinator. In her new role, she will fill the role of Metro Connection team lead.

### **Christopher Faust**

joins our team as a Transit Coordinator. In his new role, he will perform essential duties including travel training, dispatching and outreach.

### **Brenda Langston**

joins our team as a Metro Connection driver.

### **Florentino Soto**

joins our team as a fixed route bus driver.

### **Joseph LoGatto**

joins our team as a fixed route bus driver.

### **Brandon Mattingly**

joins our team as a fixed route bus driver.

### **Bruce Currier**

joins our team as a fixed route bus driver.

### **Zach Heinen**

rejoins our team as a transit mechanic after a short period with the Sheboygan Police Dept.

# 2022

## LOOKING AHEAD

**Shoreline Metro** will be receiving **ten (10) fixed route** buses from Gillig, LLC in early spring. These buses were funded through VW Mitigation, CMAQ and Section 5339 grants awarded to the City of Sheboygan.

**Shoreline Metro** will be launching a **digital mobile fare media and payment platform** in partnership with HotSpot. This will enable customers to purchase and save their fare media right on their smartphone. Watch for this exciting feature in spring.

**Shoreline Metro** in conjunction with **Metro Connection** will continue exploring **On-Demand service solutions** in place of or in conjunction with fixed route service. On-Demand service offers many benefits and could better utilize resources especially during weekday evenings and Saturdays.

**Metro Connection** will be purchasing **new accessible buses** for revenue service.

**For more information on Shoreline Metro:**

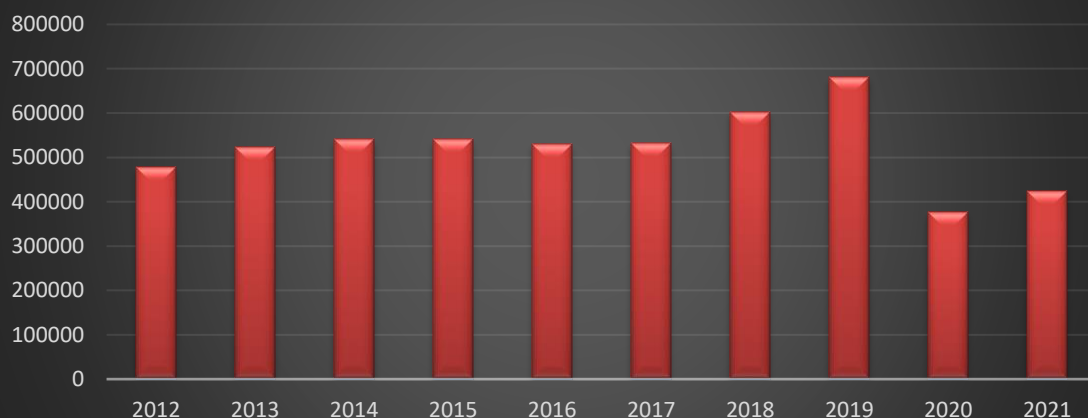
Web | [shorelinemetro.com](http://shorelinemetro.com)

FB | Shoreline Metro

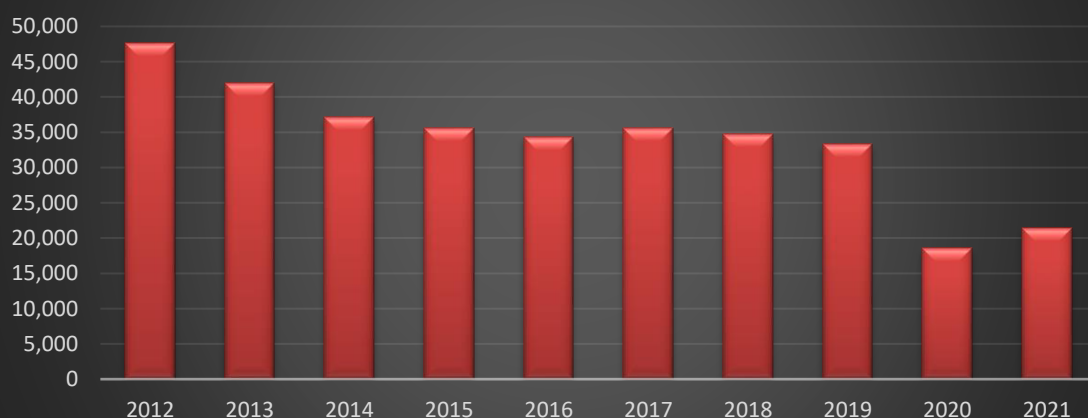
Ph | (920) 459-3281

GPS | [transit.unitegps.com/sm](http://transit.unitegps.com/sm)

### Shoreline Metro Trips by Year



### Metro Connection Trips by Year



## Inside the Numbers

**Current Year:** Ridership rebounded over the pandemic-stricken 2020 but was still below totals from each of the previous eight years for both services.

**2021**

**Shoreline Metro**  
**Ridership** | 420,503 Trips  
**Revenue Hours** | 35,867  
**Revenue Miles** | 506,006  
**Trips per Revenue Mile** | 11.72

**Metro Connection**  
**Ridership** | 21,367 Trips  
**Revenue Hours** | 9,971  
**Revenue Miles** | 124,839  
**Trips per Revenue Mile** | 2.14

**Trend over the Years:** Ridership growth from 2012 to 2019 was roughly 56 percent for fixed route while paratransit services saw an estimated 20 percent decrease.

**Average**

**Shoreline Metro**  
**Ridership** | 520,260 Trips  
**Revenue Hours** | 39,272  
**Revenue Miles** | 553,867  
**Trips per Revenue Mile** | 13.25

**Metro Connection**  
**Ridership** | 33,982 Trips  
**Revenue Hours** | 13,539  
**Revenue Miles** | 157,870  
**Trips per Revenue Mile** | 2.51

**Financials:** Shoreline Metro's operational budget has remained around \$4.1-4.3M over the past decade with farebox revenues making up roughly 25 percent of revenues. In 2020 and again 2021, Shoreline Metro used CARES Act funds to offset losses in revenue due to the COVID-19 pandemic. Passenger fares were greatly impacted by the pandemic as ridership levels dipped to a 25-year low.

## CITY OF SHEBOYGAN

### REQUEST FOR TRANSIT COMMISSION CONSIDERATION

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**ITEM DESCRIPTION:** 3.2 Presentation of 2021 Annual Reports for Transit and Parking

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

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**REPORT DATE:** 3/18/22

**MEETING DATE:** 3/22/22

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#### FISCAL SUMMARY:

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

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#### STATUTORY REFERENCE:

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

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#### BACKGROUND / ANALYSIS:

Shoreline Metro and the Parking Utility have released annual reports the past several years highlighting and reviewing the year in review. The 2021 annual reports are attached for the Transit Commission's review.

#### STAFF COMMENTS:

Shoreline Metro and the Parking Utility had very challenging years in response to the coronavirus pandemic which impacted operations and budgets significantly. Ridership and revenue fell drastically from 2019 to 2020 but started to rebound in 2021. Shoreline Metro ridership and Parking Utility revenue have not returned to pre-COVID levels, but made a nice rebound in 2021.

The annual reports are attached for the Transit Commission's review and approval.

#### ACTION REQUESTED:

Staff recommends acceptance and approval of the Transit and Parking Utility 2021 Annual Reports and placing on file.

#### ATTACHMENTS:

- I. 2021 Annual Shoreline Metro Report;
- II. 2021 Annual Parking Utility Report;



## SOFTWARE LICENSE AND SERVICE AGREEMENT



This Software License and Service Agreement (“**Agreement**”) is entered into, as of the Effective Date first written below, between HotSpot Parking Inc. (“**HotSpot**”) and ~~The City of Sheboygan~~ Shoreline Metro (the “**Providers**”). This Agreement includes and incorporates the terms and conditions of this document, including the Standard Terms and Conditions of Exhibit A, the HotSpot System Overview of Exhibit B, and the Training Responsibilities of Exhibit C.

The following terms, including the terms and conditions found in the exhibits, represent the full understanding of HotSpot and the Provider (the “**parties**” and each individually a “**Party**”). In exchange for the mutual covenants herein and other good and valuable consideration, the Parties agree and intend to be bound as follows:

<b>Provider Legal Name:</b> <u>City of Sheboygan</u> <u>Shoreline Metro</u>	<b>Contact:</b> Derek Muench
<b>Email:</b> derek.muench@shorelinemetro.com	<b>Phone:</b> (920) 459-3140
<b>Provider Contact Address:</b> <u>828 Center Ave</u> <u>608 S. Commerce St.</u> , Sheboygan, WI 53081, United States	<b>Provider Billing Address:</b> 828 Center Ave, Sheboygan, WI 53081, United States
<b>Effective Date:</b> February 1, 2022	
<p><b>Description of Services:</b> HotSpot will provide services described in Hotspot System Overview and elsewhere in this Agreement (the “<b>Services</b>”) and license all software, including all web and mobile applications and related documentation (the “<b>Software</b>”) necessary for Provider to operate:</p> <p>A transient payment for parking (“<b>TPP</b>”) as described in Exhibit B which allows all parking customers to pay for parking in any and all approved parking facilities owned or managed by Provider within The City of Sheboygan (the “<b>Premises</b>”) through a <del>web-based</del><u>web-based</u> service.</p> <p>A transit fare management service available through smartphones for: Fare Purchasing as described in Exhibit B which allows all HotSpot users and smartphone users to use the HotSpot application as a proof of fare payment in any and all transit services owned or managed by Provider within The City of Sheboygan (the “<b>Premises</b>”) through a web-based service.</p>	
<b>Governing State Law:</b>	Wisconsin
<b>Merchant of Record:</b>	HotSpot Parking
<b>Credit Card Processing Fee:</b>	2.99% for Parking 3.5% for Transit No additional gateway fees apply

**Cost:****HotSpot Price Breakdown**

<b>Mobile Parking Application</b>	<b>Cost to the City:</b> \$ 0.00  <b>Convenience Fee, Paid by the Parker</b> \$ 0.20 per parking session <u>OR</u> <b>Membership fee, Paid by the Parker</b> \$ 2.00/month <u>OR</u> \$ 20.00/year	<b>Note:</b> 2.99% credit card processing fee to digitally remit parking revenue (hard cost).
<b>Mobile Transit Application</b>	<b>Option 1: Cost to City:</b> \$0.00  <b>Cost to User: (Convenience Fee)</b> Single Ride: \$0.25 per pass 10 Ride Pass: \$1.00 per pass Monthly Pass: \$2.00  <b>Option 2: Cost to City</b> 10% of all digital payments sent through HotSpot Payment system including transaction fees.  <b>Cost to User:</b> \$0.00	<b>Note:</b> 3.5% credit card processing fee to digitally remit parking revenue (hard cost).  <b>Note:</b> 3.5% credit card processing fee is included in 10%.
<b>Mobile Hand-Held LPR</b>	<b>Annual License Fee:</b> \$ 0 (Included with Mobile and Digital Package)	
<b>Administration Dashboard</b>	<b>Annual License Fee:</b> \$ 0 (Included with Mobile and Digital Package)	
<b>Fast Tap Signage</b>	<b>Cost to the City:</b> \$250.00 per sign (Up to Five (5) signs provided at no cost to City)  <b>Convenience Fee (paid by the user):</b> \$ 0.35 per transaction	<b>Note:</b> 2.99% credit card processing fee to digitally remit parking revenue (hard cost).

**Notes:**

- Governing Provincial Law taxes are not included, and do apply.
- Statement of Work and Quote on Services will be provided for sign-off prior to commencement of work, following the initial kick-off call, document review and understanding.

**Term:**

This Agreement will continue for a period of three (3) years from the Effective Date above (the “**Term**”), but may be terminated by Provider with or without cause upon thirty (30) days prior written notice to HotSpot at any time. Should Hotspot fail to remit any payments to the Providers by the intervals identified in this agreement, the agreement shall terminate within 30 days of effect unless the providers agree in writing to accept such late payment.

**Training Services:** HotSpot will provide the training services described in Exhibit C for the fees set forth therein and subject always to the Provider's approval and consent to any such training activities and unless specifically agreed in writing, at Hotspot's sole expense.

**Installation:** HotSpot shall be responsible for providing all standard size decals required to provide the Services for the Premises at the outset of this Agreement and the initial launch of the Services. Unless otherwise explicitly stated and agreed upon in the Statement of Work, the installation of decals, replacement of decals, any signage (including the provision, installation and/or replacement thereof), and any decals or signage required by a subsequent expansion of the Premises, shall be the responsibility of and at the sole expense of the Provider. Notwithstanding the above, HotSpot may agree to provide or assist in providing such additional services to the Provider at an additional fee to the Provider, which fee is to be reasonably determined by HotSpot. HotSpot provides ~~it's~~sits proprietary LPR Officer App for Enforcement of paid and permit parking sessions, available for download on Android systems (iOS version will be available late 2022). Hand-helds are available for purchase, data plans are not included due to HotSpot's high level security compliance and certifications.

**HOTSPOT PARKING INC.**

Name: Nathan Armstrong

Signature: \_\_\_\_\_

Title: COO

Date:

**CITY OF SHEBOYGAN**

Name: Derek Muench

Signature: \_\_\_\_\_

Title: Director

Date:

**EXHIBIT A**  
**STANDARD TERMS AND CONDITIONS ATTACHMENT**

**Software Integrations**

HotSpot will be responsible for ensuring that the Software integrates correctly with the Provider's existing enforcement system and the revenue collection system to reconcile payments, support all parking customer interactions and payment transactions from mobile devices, the Software will transmit and process data using the API including permit type and license plate information for occupied parking permits.

**Service Levels**

HotSpot will provide the Services and hosting for the Software using commercially reasonable care and skill and in accordance with all local laws and regulations and in accordance with any specifications described herein. HotSpot<sup>2</sup> shall be responsible in the event of an error or interruption of the Software, is to use HotSpot's best efforts to restore or repair the Software as quickly as practicable, and shall be responsible for promptly advising the Provider and required HotSpot end users of the interruption in Hotspot service. HotSpot agrees that the Provider shall not be required to address any inquiries from end users regarding any Hotspot issues and users shall be instructed to contact HotSpot directly on all such matters. HotSpot agrees to promptly rectify any issues which cause the Provider to receive user inquiries regarding the Software or other HotSpot user issues and HotSpot agrees that in no case will any such matters interfere with the Provider's day to day activities.

**System Uptime**

HotSpot will provide the Software with uptime of at least ninety-nine and nine-tenths percent (99.9%) calculated over a rolling six-month period, meaning that in any six month period during the term of this Agreement the Software be operational for at least 99.9% of the time based on the number of days in that particular six month period.

**Data Ownership**

HotSpot hereby acquires an unlimited license, irrevocable by the Provider and/or any end users, to store, display, transmit, and use all data provided by parking customers and all data stored, created, or transmitted by HotSpot as a result of any end user's use of any component of the Software, which license shall be strictly and solely for the limited purpose of delivering the Services to the Provider in accordance with HotSpot's Privacy Policies.

**Intellectual Property**

(a) Provider hereby acquires a revocable, non-exclusive, non-assignable, non-transferrable, and non-



subleaseable right and license to use and access the Software for its internal business purposes. All intellectual property rights associated with the HotSpot's brand and the Software including, without limitation, trade names, source code, trademarks, copyrights, patents, and trade secrets, not explicitly granted to Providers in this Agreement are reserved to HotSpot. All intellectual property rights associated with Provider's brand and any Provider data submitted to HotSpot or Provider owned or licensed software or other intellectual property are reserved to Provider or its licensors as the case may be (collectively "Provider IP") unless otherwise defined as public provider owned documents.

(b) Neither party will directly, indirectly, alone, or with another party, as it relates to the other party's Software or Provider IP, as the case may be, (i) copy, disassemble, reverse engineer, or decompile the Software, or the Provider IP or any subpart thereof; (ii) modify, create derivative works based upon, or translate the Software or the Provider IP or source code; (iii) transfer or otherwise grant any rights in the Software or the Provider IP or source code in any form to any other party; and (iv) attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder.

### **Technical Support**

HotSpot will promptly field all technical support questions from the Provider related to the TPP to promptly resolve any concerns or address any questions of the Provider.

### **Wallet Services**

HotSpot will provide parking customers with a transit payment and parking payment service. Such customers will be required to pay for permits upfront. HotSpot will provide the Provider a detailed accounting of all amounts due and owing for permits and parking hours paid using HotSpot and which are payable to the Provider for such permit amounts. The report of all such permits shall be on such intervals and in such format as the Provider may reasonably require. HotSpot will charge the Provider a transaction fee as specified above to the Provider ["Transaction Fee"]. Hotspot shall be solely responsible for reimbursing the Provider for any permits and parking hours which have been charged to an end user using Hotspot and which have not been remitted to the Provider. Hotspot shall hold all funds in trust for the Provider until remitted and subject only to the Transaction Fee (with no other right to set off any other amount) prior to remitting the same to the Provider.

### **Public Relations Cooperation**

The Parties hereby agree that each Party will have the right to discuss and display qualitative information regarding the Parties' relationship. The Parties further agree that prior to any disclosure of any quantitative or any other information regarding the Parties' relationship, the utilization of the Software, or any other element of the Parties' relationship, and except as otherwise provided by law, the disclosing Party must obtain the written permission of the non-disclosing Party, which may be withheld by the Provider in its sole discretion.

## Invoicing

HotSpot will remit all Provider parking revenue to Provider associated with their use of the parking payment services for parking each month on a 30-day delay by direct deposit to ~~The City of Sheboygan~~ Shoreline Metro.

Once a threshold is reached, of digital revenues passing through the HotSpot system, HotSpot automatically updates to a more frequent remittance schedule. Once that event occurs, HotSpot Accountants will contact the Provider to update the remittance schedule accordingly. Once the threshold is reached and remittance schedule changed, the schedule will remain at the updated schedule regardless if a subsequent payment is less than the threshold.

Digital Revenues Passing through HotSpot System	Remittance Schedule
Less than \$10,000	Monthly
\$10,000 - \$39,999	Bi-weekly
\$40,000 - \$59,999	Weekly
\$60,000 or More	Daily

HotSpot will retain all documentation related to the TPP transactions and any data collected pursuant to this Agreement for a period of seven (7) years after the date of expiration or termination of this Agreement but may not otherwise use any such data except in accordance with the terms hereof.

## Currency

All dollar amounts referred to in this Agreement are in USD currency, unless otherwise specifically indicated.

## Audit

Hotspot will: maintain true, correct and complete sets of all records specifically relating to all Fares collected and paid by Provider (the "**Financial Records**"); retain and maintain the Financial Records in such medium and for such period as required by the Provider and all applicable laws but, in any event, not less than one (1) year after such payment has been made; promptly upon demand, using commercially reasonable efforts, make the Financial Records available to audit and inspection by Provider, its auditors and authorities acting on their behalf, wherever such Financial Records are

situated; and permit Provider, its auditors and authorities to make copies of the Financial Records and to take extracts therefrom and furnish them with any information which they may reasonably require from time to time in connection with the Financial Records and subject to the confidentiality obligations described herein at the sole expense of the Provider.

### **Scheduled Maintenance**

If HotSpot plans to perform any scheduled maintenance during business hours, HotSpot will provide notice to Provider and all end users at least forty-eight (48) hours in advance of the commencement of such scheduled maintenance. For the purpose of this section, “**business hours**” means Monday through Friday between 6 AM Atlantic Time and 11:59 PM Atlantic Time. HotSpot will not perform maintenance during business hours except in the event of an emergency.

### **Product Updates**

Any system-wide improvements or modifications made by HotSpot to the Software platform will be promptly provided to Provider and will automatically be subject to the terms of this Agreement. The Provider may request new features or functionality to be built into the system, and, to the extent that HotSpot plans to incorporate such requested new features or functionality into the Software, HotSpot will develop such features and functionality at no cost to the Provider. If the Provider desires to expedite such development, HotSpot may, at its sole discretion, charge Provider an expedite fee of two hundred dollars (\$200.00) per development hour necessary to develop the requested features or functionality. If the Provider’s requested features or functionality are created for the Provider’s use and not incorporated into the Software, HotSpot may, at its sole discretion, charge Provider custom development fee of two hundred and fifty dollars (\$250.00) per hour for the development of such features or functionality and a monthly maintenance fee that will be mutually agreed between the Parties and reduced to a written addendum to this Agreement that the Parties must execute. Such addendum shall address, without limitation, intellectual property rights in and to the development of such features or functionality.

### **Capacity**

Each party represents and warrants that the signer of this document has the authority to bind such party to the terms herein.

### **Confidentiality**

Except as otherwise provided by law, Provider and HotSpot agree to treat all information furnished, or to be furnished, by or on behalf of the other party (including any end user data) and information analyses, summaries and other work product derived from such information (collectively, the “**Information**”) in accordance with the provisions of this section and to take, or abstain from taking, all actions set forth herein. The Information will be used solely in connection with the consummation of

this Agreement between HotSpot and Provider and Provider's use and operation of the Software, and will be kept confidential by the Provider and HotSpot and each party's officers, directors, employees, representatives, agents and advisors; provided, however, that

- (a) any of such Information may be disclosed to officers, directors, employees, representatives, agents and advisors who need to know such information to execute this Agreement and/or effectively use the Software (so long as such persons only use or disclose such Information in the manner permitted in this section and agrees to be bound by the terms of this section), and
- (b) such information may be disclosed to the extent required by law, including any open records law, open meetings law, or any other local public disclosure law applicable to Provider, and
- (c) Upon the request of the Provider or HotSpot, the other party will destroy or return all material containing or reflecting the Information, to the extent permitted by law.

### **Force Majeure**

Neither HotSpot nor Provider will be held liable for any delay or omission in performance of their duties under this Agreement caused by causes beyond their reasonable control, including without limitation, acts of God, acts of the public enemy, fires, pandemics, natural disasters, wars, or riots.

### **Disclaimer**

HotSpot represents that the Software will perform in accordance with the specifications and as otherwise described herein. Other than as specifically set forth herein, neither of the Parties makes any representations, warranties, or guarantees, express or implied, directly or indirectly, including, without limitation, any warranty of condition, merchantability, or fitness for a particular purpose or use, with respect to, arising out of, or in connection with the Software and related services to be performed pursuant to this Agreement

### **Severability**

Whenever possible, each provision of this Agreement will be interpreted and construed to be valid under applicable law, but if any provision of the Agreement is found to violate applicable law, the violating provision will be ineffective only to the extent that it violates the law, without invalidating the remainder of the section containing the violating provision or any other provisions or sections of this Agreement.

### **Assignment**

This Agreement and all of its provisions will be binding upon and ~~enure inure~~ to the benefit of the Parties and their respective successors and assignees. Neither HotSpot nor Provider may assign any rights, interests, or obligations hereunder without prior written consent of the other Party

## **Amendments**

The Parties may not amend or modify this Agreement except by a written instrument executed by the Parties (an “**Amendment**”).

## **Cooperate**

If either Provider or HotSpot has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the Parties Agree to cooperate to achieve a mutually beneficial resolution of such matter. If after thirty (30) days the dispute remains unresolved, the Parties may pursue other remedies.

## **Independent Contractor**

HotSpot is an independent contractor and not an agent or employee of Provider. No agency, partnership, franchise, joint venture, or employment relationship exists between HotSpot and Provider. HotSpot’s employees and agents will not be employees or agents of the Provider. HotSpot shall be fully and solely responsible for the supervision, control, performance, compensation, benefits (including, without limitation, all forms of insurance) withholdings, health and safety of all of its employees and agents. Providers will not be responsible or liable for any withholding taxes or contributions to Provincial and/or state worker’s compensation, unemployment or other funds or programs.

## **No Consequential Damages**

Except for damages with respect to Information Security, IP Indemnification, and breach of Confidentiality obligations, to the maximum extent permitted by applicable law, neither party (and/or their officers, directors, partners, employees, agents, sub-contractors and their respective successors, heirs and assigns) will, under any circumstances, be liable to the other party for consequential, incidental, special or exemplary damages arising out of or related to the Software, Services or this Agreement, including but not limited to lost profits or loss of business.

## **Limitation of Liability**

Except for liability with respect to Information Security, IP Indemnification and Breach of Confidential Obligations, which all shall have no limit, under no circumstances shall either party’s total liability (and/or the liability of their officers, directors, partners, employees, agents, sub-contractors and their respective successors, heirs and assigns), of any kind, arising out of or related to the Software, Services or this Agreement, regardless of the forum and regardless of whether any action or claim is based on

contract, tort or otherwise, exceed the total amount paid or payable by the Provider under this Agreement.

### **Indemnification Process**

In all cases in which an indemnified party seeks indemnification hereunder, the indemnified party will (a) provide the indemnifying party with prompt notice of any such Claim (provided that the failure to provide prompt notice will only relieve the indemnifying party of its obligation to the extent it is materially prejudiced by such failure and can demonstrate such prejudice), (b) permit the indemnifying party to assume and control the defense of such action upon the indemnifying party's written notice to the indemnified party of the indemnifying party's intention to indemnify (provided that the indemnified party (at its cost) may participate in the defense and settlement of such action with counsel of its own choosing), and (c) upon the indemnifying party's written request, and at no expense to the indemnified party or its affiliates, provide to the indemnifying party all available information and assistance reasonably necessary for the indemnifying party to defend such Claim. The indemnifying party will not enter into any settlement or compromise of any such Claim, which settlement or compromise would result in any liability to or otherwise adversely affect the indemnified party (including any settlement that requires the indemnified party to admit fault or attributes fault to the indemnified party), without the indemnified party's prior written consent, which will not unreasonably be withheld or delayed.

### **Information Security**

(a) Hotspot represents it has (and the Provider is relying on Hotspot having) an information security policy that complies with all of the Provider's obligations and policies that the Provider has provided to Hotspot for review at the time of this Agreement.

(b) HotSpot shall maintain a program to identify and resolve any vulnerabilities identified by its security assessor or other relevant person and to notify and disclose any information the Provider may require to secure its own systems with respect to the same.

(c) HotSpot shall implement and maintain a program to protect against any reasonably anticipated threats or hazards to the security or integrity of customer data or unauthorized access to or use of customer data; and ensure the proper disposal of customer data, as applicable. Notwithstanding anything to the contrary herein Hotspot shall indemnify and save Provider harmless from any and all liabilities of whatever kind relating to any unauthorized disclosure or other breach of confidentiality or privacy with respect to any customer, end user data or any Provider IP.

### **Governing Law and Jurisdiction**

(a) The laws of the State of Wisconsin shall apply as to all matters with respect to this Agreement without regard to conflict of laws principles, and the Parties consent to the exclusive jurisdiction of the courts of such jurisdiction, and waive all objection to venue or jurisdiction therein, or in the federal court

in such jurisdiction if there is a basis for federal jurisdiction over the dispute.

(b) The laws of the State of Wisconsin shall govern, and the parties hereto consent to the exclusive jurisdiction of the Wisconsin courts, or the federal court of the US, if there is a basis for federal jurisdiction over the dispute.

### **General Indemnity**

Each Party shall indemnify, defend and hold harmless the other Party, its agents, employees, affiliates, successors and assigns from any claims, demands, debts, suits, losses, damages, fines, penalties, liabilities, costs and expenses, including attorney's fees, expenses, court costs, or causes of action whatsoever of every name and nature, both in law and in equity, to any person or property (i) arising from or claimed to have arisen from the omission, fault, willful act, negligence, or other misconduct of the indemnifying party's subcontractors, licensees, invitees, agents, servants or employees, or (ii) resulting from the violation by the indemnifying Party of the terms of this Agreement, Each Party agrees that the obligations assumed herein shall survive the expiration of this Agreement.

### **IP Indemnification**

Each Party will defend, indemnify and hold harmless, at the indemnifying Party's sole expense, any claims, demands, suits or actions made or brought against the indemnified Party for infringement of any patent, copyright, trademark, trade secret or other intellectual property rights arising from or related in any way to the software (or any component thereof), and will pay all damages, costs and expenses finally awarded to third parties against the indemnified Party in such action. If the indemnifying Party believes or becomes aware that the software (or any component thereof), including, is likely to become the subject of any infringement related claim, then the indemnifying Party will, at its sole expense and at its option, either (i) promptly procure for the indemnified Party the right to continue to use the software or (ii) terminate this Agreement.

### **Notices**

All notices, consents, and communications required hereunder shall be given in writing and delivered via electronic mail or mail, shall be deemed to be given upon receipt thereof, and shall be sent to the following addresses. The address of HotSpot is 515 Beaverbrook Court, Fredericton NB E3B 1X6, email: phillip@hotspotparking.ca. The address of the Provider is ~~828 Center Ave~~608 S. Commerce St., Sheboygan, WI 53081, United States.

### **Compliance with Laws, etc.**

HotSpot shall comply with all applicable federal, provincial and/or state regulations, ordinances, rules or codes relating to employment or conditions of employment of its employees, including, without limitation, laws or regulations concerning workers' compensation, social security, unemployment



insurance, classification of employees, hours of labor, wages, working conditions, safety regulations and work practices. HotSpot confirms that its employees are licensed and qualified under all applicable federal, provincial and/or state and local requirements.

#### **Insurance Requirements**

HotSpot shall maintain a policy of commercial general liability insurance in the amount of two million US Dollars (\$2,000,000.00). HotSpot shall furnish to the Provider a certificate of insurance noting the Provider as an additional insured.

#### **Entire Agreement**

This Agreement represents the full and complete understanding of the Parties and supersedes any and all prior agreements. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof, accepting an Amendment as described in this Agreement.



## CITY OF SHEBOYGAN

### REQUEST FOR TRANSIT COMMISSION CONSIDERATION

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**ITEM DESCRIPTION:** 3.3 Mobile Payment Agreement for Shoreline Metro & Parking Utility

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

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**REPORT DATE:** 3/18/22

**MEETING DATE:** 3/22/22

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#### FISCAL SUMMARY:

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

#### STATUTORY REFERENCE:

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

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#### BACKGROUND / ANALYSIS:

The City of Sheboygan has begun the process to accept credit card payments for transactions (MUNIS Payments) recognizing the importance of being able to accept credit card payments online, over-the-phone or in-person as the premiere and preferred way to collect revenue.

Staff at Shoreline Metro and the Parking Utility have been researching and reviewing mobile payment options for customers at the point of sale (POS). Shoreline Metro, as a result of the pandemic, has streamlined its fare media offerings including a move away from the use of tokens and emphasis on fare media that does not change hands between drivers and customers. Fares are no longer sold by drivers as a way to improve safety and limit exposure. Parking meters only allow coins in a now routine digital era.

It's time to supplement current operations with a mobile payment solution to enable even more convenient payment options and move into the digital fare media era.

#### STAFF COMMENTS:

Shoreline Metro and Parking Utility staff recommend partnering with HotSpot Technologies to deliver mobile payment solutions for our customers. HotSpot offers an integrated transit solution along with a parking solution (later implementation), which makes them an ideal company and partner for bringing mobile payment solutions to the department. Fees associated with this technology are comparable and appropriate for the technology. It is expected that revenues (especially parking) will increase over time due to the convenient mobile payment option.

Advantages offered by HotSpot for transit include:

- **Touch-Free Solutions:** Contactless and convenient option to purchase transit passes for safer, easier payments.

- **Increased Efficiency:** HotSpot's digital passes speed up onboarding passengers with no delay of coin or ticket punching.
- **Remote Purchases:** HotSpot's transit solution has the ability to buy passes remotely and transfer the storage to your digital account to prevent loss.
- **Reporting:** Data collection on popular bus routes, passenger heat maps serve as long term analytics for route mapping.
- **Effective:** Color coded digital passes with built-in security features decreases fare evasion.

Features of HotSpot include:

- **Route Mapping:** HotSpot provides detailed route planning synced up to the existing Google maps provided by the municipality. This updates as Google maps updates!
- **Bus Tracking:** HotSpot provides the ability to see when buses are arriving via onboard GPS systems - all from within the application.
- **Pass Purchase:** Easily purchase any type of transit pass from any location!
- **Punch Pass Tracking:** HotSpot tracks the user of every pass as users board the bus. This allows exact usage to be managed programmatically and not by the operator.
- **Age Verification/ ID Verification:** HotSpot verifies age and student passes through picture id when required by the municipality.
- **Corporate Passes:** Workers and businesses looking to encourage other modes of transportation can skip dealing with paper passes with HotSpot's digital solution. Simply register your business and send emails to your employees to give them easy access to a discounted pass.
- **Reminders/ Notifications:** HotSpot sends reminders to its users when their pass is about to expire to let them automatically re-purchase a pass.
- **Student Passes:** HotSpot partners with the community such as Universities when they launch free bus passes for their students during orientation month.
- **Tap Signs:** HotSpot has created the first tap to ride signs that allow Android and iPhone users to simply tap a sign to purchase a pass **no app required!**
- **Fare Exemptions:** In instances where certain individuals are exempt from fare payments, they access their digital ticket/pass by selecting the Promotion option and entering a promo code. This can be turned off and on as required.
- **Reporting:** HotSpot reports on each bus based on total expenditure monthly and daily, bus by bus revenue breakdown over time, and Individual level transaction records.
- **Purchases and Offline Use:** Purchases, such as a 10-ride tickets or monthly pass, are stored in the customer's account and can be accessed at any time. Tickets and passes will be accessible even without the use of Wi-Fi/Internet.

Staff does not recommend any changes to current Shoreline Metro fares or Parking Utility rates at this time. It may be appropriate to evaluate and adjust fares in the future (as a long-term strategy related to the health pandemic) and a reduction of customer revenue. Fares and meter rates will

and can be evaluated at a future Transit Commission meeting as a separate topic (May). The purpose of this item is to approve the agreement to move forward with implementation.

Further Shoreline Metro recommends (with the support of Finance and the City Administrator) to absorb and pay fees associated with the use of the mobile app for Transit (Option A).

**ACTION REQUESTED:**

Staff recommends the support and entering into the agreement with HotSpot for mobile payment technologies for Shoreline Metro and the Parking Utility & Parking's recommendation to allow mobile payment technology to be offered to customers of Shoreline Metro.

**ATTACHMENTS:**

- I. HotSpot Agreement for Shoreline Metro/Parking Utility

## CITY OF SHEBOYGAN

### REQUEST FOR TRANSIT COMMISSION CONSIDERATION

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**ITEM DESCRIPTION:** 3.4 Proposed/Revised Service Schedule for Shoreline Metro

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

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**REPORT DATE:** 3/18/22

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**MEETING DATE:** 3/22/22

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#### FISCAL SUMMARY:

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

#### STATUTORY REFERENCE:

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

#### BACKGROUND / ANALYSIS:

Shoreline Metro has been operating a reduced schedule either by days or by hours or by type of service since March 2020 due to COVID-19 and then the eventual labor shortage. On March 21, 2022, Shoreline Metro will be (has) restored service on weekdays to pre-COVID levels and Saturdays to a slightly reduced but appropriate level. Ridership continues to be lower than pre-COVID levels but has rebounded nicely in 2021 and in the first quarter of 2022. With staffing levels finally at a healthy level, COVID subsiding and ridership started to rebound (and likely will continue due to the price of gas), it's appropriate to restore service for Shoreline Metro.

#### STAFF COMMENTS:

Shoreline Metro's modified service on weekdays and Saturdays is being recommended by staff. This level of service was introduced on March 21, 2022 and approved by the Director at this discretion and authority. However, long-term and permanent changes to service require the approval of the Transit Commission.

Here's the revised/proposed schedule:

- Weekday regular hours of service are proposed to be 5:15 a.m. to 8:15 p.m. with 30-minute routes from 5:15 a.m. to 5:15 p.m. and routes running hourly from 5:15 p.m. to 8:15 p.m. Supplemental routes including school-day Trippers, Express Routes and Shuttles will remain status quo as will reduced service hours on Christmas Eve and New Year's Eve (5:15 a.m. to 5:15 p.m.).
  - Paratransit service hours would mirror fixed route service hours.
  - Hours of service are being changed from 5:45 a.m. to 8:45 p.m.; the move to an earlier start time is reflective of the "trial" Shoreline Metro conducted the past 3-months with service starting at 5:15 a.m.; the "trial" was very successful with customers utilizing the earlier routes to access work.

- Saturday regular hours of service are proposed to be 8:45 a.m. to 3:45 p.m. with hourly routes running all day (Sheboygan routes only). Kohler and Sheboygan Falls would continue to be serviced through Metro Connection On-Demand.
  - Paratransit service hours would mirror fixed route service hours.
  - Hours of service are being changed from 7:45 a.m. to 5:45 p.m.; the move to a reduced schedule is reflective of ridership lagging at below “normal” levels:
    - Prior to COVID: ridership was 650-750 per Saturday.
    - Since COVID: ridership is 200-300 per Saturday.

Action taken on this item would set the service hours as permanent. Any permanent changes to service in the future would require Transit Commission action. Temporary or emergency service schedules are at the discretion of the Director (with communication to the Transit Commission).

#### **ACTION REQUESTED:**

Staff recommends acceptance and approval of the proposed permanent changes to Shoreline Metro service as presented.

#### **ATTACHMENTS:**

- I. See Director’s Report for additional information.



## CITY OF SHEBOYGAN

### REQUEST FOR TRANSIT COMMISSION CONSIDERATION

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**ITEM DESCRIPTION:** 3.5 Director's Report

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

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**REPORT DATE:** 3/15/22

**MEETING DATE:** 3/22/22

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#### FISCAL SUMMARY:

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

#### STATUTORY REFERENCE:

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

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#### BACKGROUND / ANALYSIS:

The Director of Transit & Parking presents to the Transit Commission a report of operations for the Transit and Parking Utilities.

#### STAFF COMMENTS:

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

- 1) **COVID-19 Update** – Not much to report as it relates to the pandemic. Masks are still required and has been extended through April 18, 2022 by TSA or the CDC. Shoreline Metro continues to provide masks for customers on board all buses and at both offices.
- 2) **Staffing** – Shoreline Metro like many organizations, businesses and sectors has been impacted by the shortage of workers. However, in recent weeks, we have been able to hire and train several new drivers (3 rehires, 4 new hires and 1 returned from medical leave). One of the new hires is still working towards his CDL and another, is training with drivers to learn routes and procedures.

Shoreline Metro did have one significant retirement, Jack Sowinski, who was the team's Safety and Training Supervisor (February 4). Fortunately, we have been able to successfully fill this position with a driver (individual is returning from medical leave in early March).

Shoreline Metro hired two new Transit Coordinators in November 2021 and they both have pass probation and have been a great addition to the team. Erica Ellinger is the team's ADA and Paratransit Coordinator while Chris serves as one of two Transit Coordinators.

Shoreline Metro still struggles to get applications for employment despite paid advertisements on Facebook and Indeed. The pool of applicants remains very small. Thankfully, we did get a few employees to reapply and were rehired. Two drivers remain out on extended leave of absences.

- 3) Service Update** – Shoreline Metro had been operating a reduced service schedule (no weekday evenings) since November 15, 2021 in response to COVID and the labor shortage. Shoreline Metro will be returning to slightly revised normal service hours starting March 21, 2022. Weekday service would be from 5:15 a.m. to 8:15 p.m. Saturdays would be from 8:45 a.m. to 3:45 p.m. Hours of service are for fixed route, paratransit and on-demand services.

Additionally, weekdays from 5:15 p.m. to 8:15 p.m. will be hourly service with southbound routes departing at :15 past the hour and northbound routes departing at :45 past the hour. Shuttles would be offered during evening service and at the end of the night (8:15 p.m.) Shuttles would also be offered during Saturday hourly service and at the end of the day (3:45 p.m.) Shuttles stay consistent with pre-COVID service. Shoreline Metro will continue to operate School Day routes, Express Routes and Shuttles during peak morning and afternoon service.

Shoreline Metro found many customers using service from 5:15 a.m. to 5:45 p.m. (this was a pilot trial in place since November 2021). We recommend keeping this service as permanent and adjusting the service day one half-hour. This change helps ensure customers can get to work in time for a 6:00 a.m. start time.

- December 2021: 192 boardings
- January 2022: 182 boardings
- February 2022: 129 boardings (partial month)

Saturdays have continued to be lower ridership which factored into the service recommendations moving forward. Kohler and Sheboygan Falls would stay as “on-demand” on Saturdays as it has been for quite some time. Both communities support this decision.

- 4) Harbor Centre Express** – Shoreline Metro is excited to introduce its brand-new trolley into service this season. Shoreline Metro has purchased a new trolley from Hometown Trolley (Crandon, WI) in 2021. The trolley was funded out of the Transit Fund at a cost of \$157,000 with the approval of Personnel and Finance Committee and the Common Council.

The proposed trolley schedule for 2022 will be June 20 through September 3. Weekdays the trolley route will run 11:00 a.m. to 8:00 p.m. and Saturdays from 10:00 a.m. to 4:00 p.m. Service will again be provided on July 4<sup>th</sup> from 11:00 a.m. to 6:00 p.m.

- 5) **SASD Students** – Management has been working with Sheboygan Area School District to decrease behavioral issues ever since the serious incident that occurred on October 29, 2021. Students have had the “free” service reduced on weekdays to 5:15 a.m. to 4:45 p.m. to deter issues. This strategy has been working well. Shoreline Metro will keep these hours in place at least through summer. Students that need transportation on weekday evenings or Saturdays are able to obtain a voucher from their school redeemable for a bus pass from our office. This ensures students that need the bus will have reliable transportation at no-cost.
- 6) **Entry-Level Driver Training Curriculum & Registry** – On February 7, 2022, new CDL requirements went into place from the FMCSA (Federal Motor Carrier’s Safety Administration) requiring training agencies to be registered into the Training Registry (new) and have a training curriculum that meets or exceeds the federal requirements (new). Shoreline Metro has a robust training program and in light of the Safety & Training Supervisor’s retirement, Shoreline Metro put together an even more robust curriculum for new trainees.

The curriculum is a 70+ page document for all new trainees requiring a CDL. The document has been reviewed and shared with other agencies including a couple insurance companies, safety directors and transit professionals and has received rave reviews. Shoreline Metro has certified as a Training Provider (private only for Shoreline Metro employees) and is eligible to continue its in-house training of drivers.

- 7) **New Buses** – Shoreline Metro will take receipt of the ten (10) new buses awarded through CMAQ, 5339 and VW Mitigation in 2020. The buses will start arriving in late March and continue through parts of April. Shoreline Metro will now have a fixed route fleet that is 100% within useful life recommendations according to the FTA. Thank you to all current and past commissioners for your support on these grants and vehicles.
- 8) **Metro Connection On Demand App** – Shoreline Metro’s Paratransit division Metro Connection, has joined the app era. Customers may now schedule trips through a self-service account used to either login using the custom app or on a PC. Customers can schedule or cancel trips, receive alerts on trips and vehicle location and see their bus in real-time up to fifteen minutes prior to pick up. The app is available for download in the Google and Apple Stores. For more information, please visit our website <https://shorelinemetro.com/paratransit-services/schedule-a-ride/>.

Metro Connection has a refreshed logo to incorporate On Demand along with Paratransit services. This allows for future expansion and utilization of Metro Connection as more than just a paratransit provider.



- 9) **Shoreline Metro Facility** – The main administrative and maintenance facility on Commerce Street will be repainted this year with grant funds provided through CARES Act. The facility is approaching 50-years old and the outside has sustained some damage due to moisture. Repairs to walls and lighting along with a fresh coat of paint will help spruce up the place. In 2020 and 2021, a new roof and decking was put on the facility. Internal lighting had been converted to LED and many of the heating units have been replaced and upgraded to energy efficient units.
- 10) **Annual Reports** – The Transit and Parking Utility annual reports are now available (once approved by the Transit Commission). These reports have been provided to the City Administrator for inclusion in his presentations and documents. They will be available on the Shoreline Metro website for review. Shoreline Metro also uses these reports when meeting with legislators and other local officials. Enjoy!
- 11) **8<sup>th</sup> Street Island** – The Parking Utility will be working with Otter Creek this year to redesign the island by the 7<sup>th</sup> and 9<sup>th</sup> swing streets as you enter downtown from the south. The island is blighted and needs a refresh. We are excited to beautify this area and make the entrance into downtown welcoming and attractive.
- 12) **Website** – The Shoreline Metro website was redesigned (refreshed) this past week in preparation (and celebration) of regular service reinstated on March 21, 2022. The website offers the same valuable information but in a simpler, more professional and modern appearance. HotSpot Mobile payments will be incorporated into the site once up and running. (If time permits, I will show at the meeting.)

**ACTION REQUESTED:**

Staff recommends placing the Director's Report provided by the Director of Transit & Parking on file.

**ATTACHMENTS:**