AMENDED SHEBOYGAN TRANSIT COMMISSION AGENDA

May 17, 2022 at 5:00 PM

City Hall - Conference Room 106, 828 Center Avenue, Sheboygan, WI

It is possible that a quorum (or a reverse quorum) of the Sheboygan Common Council or any other City committees/boards/commissions may be in attendance, thus requiring a notice pursuant to State ex rel. Badke v. Greendale Village Board, 173 Wis. 2d 553,494 N.W.2d 408 (1993).

Persons with disabilities who need accommodations to attend this meeting should contact Shoreline Metro, (920) 459-3285. Persons other than commission, committee, and board members who wish to participate remotely shall provide notice to Shoreline Metro at 920-459-3285 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

OPENING OF MEETING

1. Call to Order at 5:00 PM

2. Pledge of Allegiance

3. Election of Officers

4. Public Input (Time limits are at the discretion of the Transit Commission - Input on non-service adjustment related items.

MINUTES

5. Review and approve the minutes from the March 22, 2022 Transit Commission meeting.

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. Review and approve the First Quarter Reports for Transit and Parking Utilities.

7. Approval for the purchase of Paratransit buses using CARES Act funds.

8. Review and approve the Public Transit Agency Safety Plan for 2022.

9. Review and approve the Parking Fares and Fees for Mobile Payment (HotSpot) implementation.

10. Review and possible action on a Parking request from Stefano's.

11. Accept and file the Director's Report.

NEXT MEETING

12. Next meeting date: Tuesday, July 19, 2022 at 5:00 PM

ADJOURN

In compliance with Wisconsin's Open Meetings Law, this agenda was posted in the following locations more than 24 hours prior to the time of the meeting:

City Hall • Mead Public Library
Sheboygan County Administration Building • City's website

CITY OF SHEBOYGAN

TRANSIT AND PARKING COMMISSION

MAR 22, 2022 MINUTES

Chair Heather Cleveland called the meeting to order at 5:00 p.m. The Pledge of Allegiance followed.

COMMITTEE MEMBERS PRESENT: Chair Heather Cleveland, Vice-Chair Sara Knaub, Alderperson Barb Felde, Mayor Ryan Sorenson, Alderperson Dean Dekker, Police Chief Christopher Domagalski, Roy Kluss

COMMITTEE MEMBERS EXCUSED: Director of Planning and Development Chad Pelishek, Alderperson Trey Mitchell

STAFF/OFFICIALS PRESENT: Director of Parking and Transit Derek Muench, Administrative Coordinator Ann Koeller

MINUTES

A motion was made by Mayor Ryan Sorenson, seconded by Roy Kluss to approve the minutes from the January 18, 2022 meeting. Motion passes.

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

3.1   A motion was made by Mayor Sorenson, seconded by Roy Kluss to approve and file the Fourth Quarter and Final Reports for Transit and Parking Utilities as presented. Motion passes.

3.2   A motion was made by Mayor Sorenson, seconded by Roy Kluss to approve and file Annual Transit and Parking Utilities reports as presented. Motion passes.

3.3   A motion was made by Mayor Sorenson, seconded by Chief Christopher Domagalski to enter into agreement with HotSpot for mobile payment technologies for Shoreline Metro and the Parking Utility to allow mobile payment technology to be offered to customers and further authorizes Director Derek Muench to sign and execute the agreement on behalf of the Transit Commission. Motion Passes.

3.4   A motion was made by Mayor Sorenson, seconded by Alderperson Dekker to approve the recommended permanent service schedule for Shoreline Metro as presented by Director Muench.

- Weekday regular hours of service will 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.

- Paratransit service hours would mirror fixed route service hours.
- Saturday regular hours of service will 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 for Saturdays would mirror fixed route service hours.

Motion passes.

3.5 A motion was made by Roy Kluss, seconded by Chief Domagalski to approve and file the Director's report as presented by Director Muench. Motion passes.

DATE OF NEXT REGULAR MEETING: May 17, 2022

ADJOURN A motion was made by Chief Domagalski, seconded by Roy Kluss to adjourn the meeting at 5:50 p.m. Motion passes.

CITY OF SHEBOYGAN

REQUEST FOR TRANSIT COMMISSION CONSIDERATION

ITEM DESCRIPTION: 6. Transit & Parking First Quarter for 2022

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

REPORT DATE: 5/11/22 **MEETING DATE:** 5/17/22

FISCAL SUMMARY: **STATUTORY REFERENCE:**

Budget Line Item:	N/A	Wisconsin	N/A
Budget Summary:	N/A	Statutes:	
Budgeted Expenditure:	N/A	Municipal Code:	N/A
Budgeted Revenue:	N/A		

BACKGROUND / ANALYSIS:
The reports for the first quarter of 2022 are presented for Shoreline Metro, Metro Connection and the Parking Utility for review and approval.

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

Here is a summary of the first quarter reports:
- Shoreline Metro ridership is up 45% with revenue up 78% over first quarter of 2021.
  - Ridership seems to be in "post-COVID" mode. Gas prices may be impacting ridership as well.
    - 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 13.74 trips per revenue hour. This is an increase over first quarter 2021 (9.38).

- Metro Connection ridership is up 25% with revenue up 57%.
  - Ridership seems to be in "post-COVID" mode.
  - Revenue trips for the quarter were 2.44 per hour. This marks a significant increase in productivity from 2021 (2.07).

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- Parking Utility stall revenue and meter revenue significantly increased for the first quarter.
  - Meter revenue is up 112% over first quarter 2021.
  - Stall Rental revenue is up almost 32% over first quarter 2021
    - Revenue and parking use seem to be rebounding very well and appears to be in "post-COVID" mode.

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

ATTACHMENTS:
I.   2022 First Quarter Report for Transit;
II.   2022 First Quarter Report for Parking Utility;

OPERATING STATISTICS FOR SHORELINE METRO & METRO CONNECTION - 2021 to 2022

January – June

REVENUES	JAN 2022	JAN 2021	JAN Difference	JAN % Change	FEB 2022	FEB 2021	FEB Difference	FEB % Change	MAR 2022	MAR 2021	MAR Difference	MAR % Change	APR 2022	APR 2021	APR Difference	APR % Change	MAY 2022	MAY 2021	MAY Difference	MAY % Change	JUN 2022	JUN 2021	JUN Difference	JUN % Change
Metro Connection	$16,057	$10,431	$5,626	53.9%	$16,573	$9,684	$6,889	71.1%	$19,361	$12,958	$6,403	49.4%		$12,766	($12,766)	-100.0%		$13,205	($13,205)	-100.0%		$14,582	($14,582)	-100.0%
Shoreline Metro	$17,883	$17,416	$467	2.7%	$24,365	$12,309	$12,056	97.9%	$25,471	$23,439	$2,032	8.7%	$26,671	$31,726	($5,055)	-15.9%		$17,428	($17,428)	-100.0%		$24,126	($24,126)	-100.0%
MONTH TOTALS	$33,940	$27,847	$6,093	21.9%	$40,938	$21,993	$18,945	86.1%	$44,832	$36,397	$8,435	23.2%	$26,671	$44,492	($17,821)	-40.1%	$0	$30,633	($30,633)	-100.0%	$0	$38,708	($38,708)	-100.0%

RIDERSHIP	JAN 2022	JAN 2021	JAN Difference	JAN % Change	FEB 2022	FEB 2021	FEB Difference	FEB % Change	MAR 2022	MAR 2021	MAR Difference	MAR % Change	APR 2022	APR 2021	APR Difference	APR % Change	MAY 2022	MAY 2021	MAY Difference	MAY % Change	JUN 2022	JUN 2021	JUN Difference	JUN % Change
Metro Connection	1,917	1,558	359	23.0%	1,903	1,508	395	26.2%	2,320	1,858	462	24.9%		1,643	(1,643)	-100.0%		1,691	(1,691)	-100.0%		1,776	(1,776)	-100.0%
Trips/Revenue Hour	2.30	2.13	0.17	8.0%	2.45	1.97	0.48	24.4%	2.58	2.10	0.48	22.9%		2.00	(2.00)	-100.0%		2.14	(2.14)	-100.0%		2.07	(2.07)	-100.0%
Shoreline Metro	39,528	23,637	15,891	67.2%	38,365	25,324	13,041	51.5%	44,075	34,869	9,206	26.4%		35,574	(35,574)	-100.0%		32,507	(32,507)	-100.0%		29,961	(29,961)	-100.0%
Trips/Revenue Hour	14.03	8.70	5.33	61.3%	13.56	8.87	4.69	52.9%	13.63	10.56	3.07	29.1%		10.77	(10.77)	-100.0%		11.16	(11.16)	-100.0%		9.84	(9.84)	-100.0%
MONTH TOTALS	41,445	25,195	16,250	64.5%	40,268	26,832	13,436	50.1%	46,395	36,727	9,668	26.3%	0	37,217	(37,217)	-100.0%	0	34,198	(34,198)	-100.0%	0	31,737	(31,737)	-100.0%

July – December

REVENUES	JUL 2022	JUL 2021	JUL Difference	JUL % Change	AUG 2022	AUG 2021	AUG Difference	AUG % Change	SEP 2022	SEP 2021	SEP Difference	SEP % Change	OCT 2022	OCT 2021	OCT Difference	OCT % Change	NOV 2022	NOV 2021	NOV Difference	NOV % Change	DEC 2022	DEC 2021	DEC Difference	DEC % Change
Metro Connection		$14,961	($14,961)	-100.0%		$14,935	($14,935)	-100.0%		$15,003	($15,003)	-100.0%		$15,826	($15,826)	-100.0%		$15,806	($15,806)	-100.0%		$16,446	($16,446)	-100.0%
Shoreline Metro		$26,185	($26,185)	-100.0%		$19,541	($19,541)	-100.0%		$23,185	($23,185)	-100.0%		$13,831	($13,831)	-100.0%		$20,279	($20,279)	-100.0%		$13,442	($13,442)	-100.0%
MONTH TOTALS	$0	$41,146	($41,146)	-100.0%	$0	$34,476	($34,476)	-100.0%	$0	$38,188	($38,188)	-100.0%	$0	$29,657	($29,657)	-100.0%	$0	$36,085	($36,085)	-100.0%	$0	$29,888	($29,888)	-100.0%

RIDERSHIP	JUL 2022	JUL 2021	JUL Difference	JUL % Change	AUG 2022	AUG 2021	AUG Difference	AUG % Change	SEP 2022	SEP 2021	SEP Difference	SEP % Change	OCT 2022	OCT 2021	OCT Difference	OCT % Change	NOV 2022	NOV 2021	NOV Difference	NOV % Change	DEC 2022	DEC 2021	DEC Difference	DEC % Change
Metro Connection		1,764	(1,764)	-100.0%		1,852	(1,852)	-100.0%		1,822	(1,822)	-100.0%		1,936	(1,936)	-100.0%		1,965	(1,965)	-100.0%		1,994	(1,994)	-100.0%
Trips/Revenue Hour		2.11	(2.11)	-100.0%		2.16	(2.16)	-100.0%		2.19	(2.19)	-100.0%		2.18	(2.18)	-100.0%		2.29	(2.29)	-100.0%		2.36	(2.36)	-100.0%
Shoreline Metro		28,139	(28,139)	-100.0%		29,925	(29,925)	-100.0%		46,738	(46,738)	-100.0%		49,162	(49,162)	-100.0%		46,301	(46,301)	-100.0%		41,366	(41,366)	-100.0%
Trips/Revenue Hour		9.66	(9.66)	-100.0%		9.05	(9.05)	-100.0%		15.68	(15.68)	-100.0%		16.79	(16.79)	-100.0%		15.85	(15.85)	-100.0%		13.74	(13.74)	-100.0%
MONTH TOTALS	0	29,903	(29,903)	-100.0%	0	31,777	(31,777)	-100.0%	0	48,560	(48,560)	-100.0%	0	51,098	(51,098)	-100.0%	0	48,266	(48,266)	-100.0%	0	43,360	(43,360)	-100.0%

Annual Comparison

	REVENUE COMPARISON BY YEAR				RIDERSHIP COMPARISON BY YEAR					TRIPS/REV HOUR		REVENUE HOURS		REVENUE MILES	
ANNUAL TOTALS	2021 YTD	2022 YTD	Difference	% Change	ANNUAL TOTALS	2021 YTD	2022 YTD	Difference	% Change	2021 YTD	2022 YTD	2021 YTD	2022 YTD	2021 YTD	2022 YTD
Metro Connection	$33,073	$51,991	$18,918	57%	Metro Connection	4,924	6,140	1,216	25%	2.07	2.44	2,382	2,509	27,936	31,649
Shoreline Metro	$53,164	$94,390	$41,226	78%	Shoreline Metro	83,830	121,968	38,138	45%	9.38	13.74	8,873	8,879	120,066	120,172

SHORELINE METRO.com

Prepared by Shoreline Metro for the Transit Commission.

OPERATING STATISTICS FOR THE PARKING UTILITY - 2021 to 2022

REVENUES	JANUARY				FEBRUARY				MARCH				APRIL				MAY				JUNE			
	2022	2021	Difference	% Change	2022	2021	Difference	% Change	2022	2021	Difference	% Change	2022	2021	Difference	% Change	2022	2021	Difference	% Change	2022	2021	Difference	% Change
Meters	$11,504	$0	11,504.00	100.0%	$8,319	$4,692	3,627.00	77.3%	$13,299	$10,929	2,370.00	21.7%		$7,074	(7,074.00)	-100.0%		$9,398	(9,398.00)	-100.0%		$10,228	(10,228.00)	-100.0%
Stall Rentals	$33,031	$7,283	25,748.00	353.5%	$1,293	$26,395	(25,102.00)	-95.1%	$37,500	$20,771	16,729.00	80.5%		$746	(746.00)	-100.0%		$658	(658.00)	-100.0%		$16,932	(16,932.00)	-100.0%
MONTH TOTALS	$44,535	$7,283	37,252.00	511.5%	$9,612	$31,087	(21,475.00)	-69.1%	$50,799	$31,700	19,099.00	60.2%	$0	$7,820	(7,820.00)	-100.0%	$0	$10,056	(10,056.00)	-100.0%	$0	$27,160	(27,160.00)	-100.0%

REVENUES	JULY				AUGUST				SEPTEMBER				OCTOBER				NOVEMBER				DECEMBER			
	2022	2021	Difference	% Change	2022	2021	Difference	% Change	2022	2021	Difference	% Change	2022	2021	Difference	% Change	2022	2021	Difference	% Change	2022	2021	Difference	% Change
Meters		$10,024	(10,024.00)	-100.0%		$15,091	(15,091.00)	-100.0%		$9,240	(9,240.00)	-100.0%		$9,050	(9,050.00)	-100.0%		$11,043	(11,043.00)	-100.0%		$4,158	(4,158.00)	-100.0%
Stall Rentals		$527	(527.00)	-100.0%		$147	(147.00)	-100.0%		$19,759	(19,759.00)	-100.0%		$8,245	(8,245.00)	-100.0%		$599	(599.00)	-100.0%		$30,535	(30,535.00)	-100.0%
MONTH TOTALS	$0	$10,551	(10,551.00)	-100.0%	$0	$15,238	(15,238.00)	-100.0%	$0	$28,999	(28,999.00)	-100.0%	$0	$17,295	(17,295.00)	-100.0%	$0	$11,642	(11,642.00)	-100.0%	$0	$34,693	(34,693.00)	-100.0%

	REVENUE COMPARISON BY YEAR				REVENUE COMPARISON BY QUARTER							
ANNUAL TOTALS	2021 YTD	2022 YTD	Difference	% Change	FIRST QUARTER		SECOND QUARTER		THIRD QUARTER		FOURTH QUARTER	
					2021	2022	2021	2022	2021	2022	2021	2022
Meters	$15,621	$33,122	17,501.00	112.0%	$15,621	$33,122	$26,700	$0	$34,355	$0	$24,251	$0
Stall Rentals	$54,449	$71,824	17,375.00	31.9%	$54,449	$71,824	$18,336	$0	$20,433	$0	$39,379	$0
TOTAL REVENUE	*$70,070*	*$104,946*	*34,876.00*	*49.8%*	*$70,070*	*$104,946*	*$45,036*	*$0*	*$54,788*	*$0*	*$63,630*	*$0*

Prepared by Shoreline Metro for the Transit Commission.

2022 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	$2,345.97	16	$446.45	17	$497.63	17	$1,066.35	18																
Lot 3	$289.09	4	$75.82	4	$0.00	5	$0.00	6																
Lot 3 METERS	$181.78		$0.00		$0.00		$0.00																	
Lot 4 METERS	$1,187.85		$1,305.15		$2,015.43		$1,507.61																	
Lot 5	$12,625.57	51	$0.00	51	$85.31	51	$0.00	51																
Lot 7	$1,194.31	42	$0.00	42	$2,090.06	44	$0.00	46																
Lot 7 METERS	$57.47		$41.82		$73.95		$80.73																	
Lot 8	$4,336.49	27	$85.31	27	$1,071.11	27	$85.31	27																
Lot 9	$1,561.14	57	$71.09	60	$2,740.05	62	$2,205.20	92																
Lot 9 METERS	$369.83		$237.55		$394.53		$272.75																	
Lot 10	$0.00	10	$0.00	10	$710.90	10	$0.00	10																
Lot 11	$0.00	4	$50.00	5	$0.00	0	$42.65	0																
Lot 13	$99.53	36	$89.10	36	$2,985.79	36	$995.26	36																
Lot 14	$199.06	55	$0.00	55	$4,230.11	55	$845.73	55																
Lot 14 METERS	$0.00		$0.00		$0.00		$0.00																	
LOT 17	$0.00	30	$99.53	30	$1,625.60	31	$919.42	31																
Lot 18	$0.00	41	$0.00	41	$3,497.63	41	$0.00	41																
On-Street Meters	$9,706.12		$6,734.84		$10,814.99		$8,236.58																	
On-Street Permits	$6,926.85	94	$191.23	92	$2,104.19	90	$1,831.25	89																

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

3/31/2022

TRANSIT	2021 YTD	2021 Goals	2022 YTD	2022 Goals	2022 Q1	2022 Q2	2022 Q3	2022 Q4	2022 TOTAL
REVENUES									
Metro Connection	$33,073	$300,000	$51,991	$300,000	$51,991	$0	$0	$0	$51,991
Shoreline Metro	$53,164	$450,000	$94,390	$450,000	$67,719	$26,671	$0	$0	$94,390
Totals	$86,237	$750,000	$146,381	$750,000	$119,710	$26,671	$0	$0	$146,381
TRANSIT RIDERSHIP & BENCHMARKS									
Metro Connection	#VALUE!	34,000	6,140	34,000	6,140	0	0	0	6,140
Trip/Revenue Hour	0	2.75	2.44	2.75	2.44	0.00	0.00	0.00	0.61
Shoreline Metro	#VALUE!	530,000	121,968	530,000	121,968	0	0	0	121,968
Trip/Revenue Hour	0.00	13.00	13.74	13.00	13.74	0.00	0.00	0.00	3.44
Totals	#VALUE!	564,000	128,108	564,000	128,108	0	0	0	128,108

PARKING UTILITY	2021 YTD	2021 Goals	2022 YTD	2022 Goals	2022 Q1	2022 Q2	2022 Q3	2022 Q4	2022 TOTAL
REVENUES									
Meters	$15,621	$127,950	$33,122	$127,950	$33,122	$0	$0	$0	$33,122
Stall Rentals	$54,449	$122,200	$71,824	$122,200	$71,824	$0	$0	$0	$71,824
Totals	$70,070	$250,150	$104,946	$250,150	$104,946	$0	$0	$0	$104,946

PARKING UTILITY BENCHMARKS	2022 Q1		2022 Q2		2022 Q3		2022 Q4		ANNUAL TOTAL	
	Revenue	Permits	Revenue	Permits	Revenue	Permits	Revenue	Permits	Revenue	Permits
Lot 2	$3,290.05	50	$1,066.35	18	$0.00	0	$0.00	0	$4,356.40	68
Lot 3	$546.69	13	$0.00	6	$0.00	0	$0.00	0	$546.69	19
Lot 4	$4,508.43	N/A	$1,507.61	N/A	$0.00	N/A	$0.00	N/A	$6,016.04	N/A
Lot 5	$12,710.88	153	$0.00	51	$0.00	0	$0.00	0	$12,710.88	204
Lot 7	$3,284.37	128	$0.00	46	$0.00	0	$0.00	0	$3,284.37	174
Lot 8	$5,492.91	81	$166.04	0	$0.00	0	$0.00	0	$5,658.95	81
Lot 9	$5,374.19	179	$2,205.20	92	$0.00	0	$0.00	0	$7,579.39	271
Lot 10	$710.90	30	$272.75	0	$0.00	0	$0.00	0	$983.65	30
Lot 11	$50.00	9	$42.65	0	$0.00	0	$0.00	0	$92.65	9
Lot 13	$3,174.42	108	$995.26	36	$0.00	0	$0.00	0	$4,169.68	144
Lot 14	$4,429.17	165	$845.73	55	$0.00	0	$0.00	0	$5,274.90	220
Lot 17	$1,725.13	91	$919.42	0	$0.00	0	$0.00	0	$2,644.55	91
Lot 18	$3,497.63	123	$0.00	41	$0.00	0	$0.00	0	$3,497.63	164
On-Street Meters	$27,255.95	N/A	$8,236.58	N/A	$0.00	N/A	$0.00	N/A	$35,492.53	N/A
On-Street Permits	$9,222.27	276	$1,831.25	89	$0.00	0	$0.00	0	$11,053.52	365

CITY OF SHEBOYGAN

REQUEST FOR TRANSIT COMMISSION CONSIDERATION

ITEM DESCRIPTION: 7. Approval to Purchase Paratransit Buses using CARES Act Funds

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

REPORT DATE: 5/11/22   **MEETING DATE:** 5/17/22

FISCAL SUMMARY: **STATUTORY REFERENCE:**

Budget Line Item:	N/A		Wisconsin	N/A
Budget Summary:	N/A		Statutes:	
Budgeted Expenditure:	N/A		Municipal Code:	N/A
Budgeted Revenue:	N/A			

BACKGROUND / ANALYSIS:

Shoreline Metro received almost $3.5M in funding through the CARES Act, directly allocated to the City of Sheboygan and Shoreline Metro for use in offsetting losses in revenue or increases in expenses associated with operations as a result of the COVID-19 pandemic. Shoreline Metro's operations were not impacted as significantly as originally forecasted.

Local support funding also was allocated appropriately which helped decrease the use and dependency on CARES Act funds. The use of these funds is time-sensitive. Since Shoreline Metro did not furlough or lay off employees during the pandemic, Shoreline Metro is eligible to use these funds for capital projects. In a grant application to FTA, this project and the funds associated have been approved and will be ready to use. CARES Act funds cover 100% of eligible expenses meaning this project would not require a local match by the City of Sheboygan.

STAFF COMMENTS:

The Director of Transit & Parking recommends using CARES Act funds to purchase at least five (5) paratransit buses for the use in demand responsive services provided by Metro Connection. Each vehicle is estimated at $130,000. Costs have increased significantly since the pandemic due to labor shortages and supply chain issues.

Metro Connection's fleet is currently 30 percent past useful life (7 years/150,000 miles). The fleet will be at 50 percent past useful life in a couple years. There is a strong need to replace these buses as soon as possible. However, demand and shortage of these vehicles will pose challenges including availability to purchase and extensive delivery dates. The time to plan and purchase is now.

Shoreline Metro will still have a healthy CARES Act balance as well as unused American Recovery Plan Act (ARPA) funds in the amount of $1.4M.

2

ACTION REQUESTED:

Staff recommends approval to use CARES Act funds to purchase at least five (5) demand response revenue service vehicles for use by Metro Connection and funded at 100 percent.

ATTACHMENTS:

I.   No attachment.

CITY OF SHEBOYGAN

REQUEST FOR TRANSIT COMMISSION CONSIDERATION

ITEM DESCRIPTION: 8. 2022 Public Transit Agency Safety Plan for Shoreline Metro

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

REPORT DATE: 5/11/22   **MEETING DATE:** 5/17/22

FISCAL SUMMARY: **STATUTORY REFERENCE:**

Budget Line Item:	N/A		Wisconsin	N/A
Budget Summary:	N/A		Statutes:	
Budgeted Expenditure:	N/A		Municipal Code:	N/A
Budgeted Revenue:	N/A			

BACKGROUND / ANALYSIS:

The Public Transportation Agency Safety Plan (PTASP) final rule (49 C.F.R. Part 673) requires certain operators of public transportation systems that are recipients or subrecipients of FTA grant funds to develop safety plans that include the processes and procedures necessary for implementing Safety Management Systems (SMS). As a recipient of Section 5307 funds, Shoreline Metro is required to meet the requirements of the final rule on The Public Transportation Agency Safety Plan. Shoreline Metro, in accordance with the final rule, opted to create its own plan rather than have the Wisconsin Department of Transportation draft the plan on our behalf. Bay-Lake Regional Planning Commission assisted with the creation of Shoreline Metro's Public Transportation Agency Safety Plan.

In 2022, FTA required additional components to the plan including mitigating measures to prevent infectious diseases. Shoreline Metro made other revisions including updating key personnel and including other measures taken to ensure safety and security at Shoreline Metro.

STAFF COMMENTS:

Shoreline Metro's mission is to provide safe transportation services for its customer and has had a longstanding practice of operating a safe transit system. Many of the requirements of the PTASP have already been in place for many years with the entire Shoreline Metro team dedicated to safety and safe policies and procedures.

The key players in the Public Transportation Agency Safety Plan include:
- Director of Transit & Parking
  - Accountable Executive of the Plan
- Safety, Education and Training Supervisor
  - Chief Safety Officer and Safety Manager

- Bus Operators (35)
- Maintenance
  - Mechanics
- Supervisors
  - Operations Supervisors (2)

Shoreline Metro's plan meets the FTA requirements set forth in 2020 for public transit agencies.

ACTION REQUESTED:
Staff recommends the approval of the 2022 Public Transportation Agency Safety Plan for Shoreline Metro and place on file.

ATTACHMENTS:
I.   2022 Public Transit Agency Safety Plan for Shoreline Metro

Public Transportation Agency Safety Plan

SHORELINE METRO

BAY LAKE
Regional Planning Commission | Since 19

49 CFR 673.11(d)

A State must draft and certify a Public Transportation Agency Safety Plan on behalf of any small public transportation provider that is located in that State. A State is not required to draft a Public Transportation Agency Safety Plan for a small public transportation provider if that agency notifies the State that it will draft its own plan. In each instance, the Transit Agency must carry out the plan. If a State drafts and certifies a Public Transportation Agency Safety Plan on behalf of a Transit Agency, and the Transit Agency later opts to draft and certify its own Public Transportation Agency Safety Plan, then the Transit Agency must notify the State. The Transit Agency has one year from the date of the notification to draft and certify a Public Transportation Agency Safety Plan that is compliant with this part. The Public Transportation Agency Safety Plan drafted by the State will remain in effect until the Transit Agency drafts its own Public Transportation Agency Safety Plan.

TRANSIT AGENCY INFORMATION

Transit Agency	Name	Address
	Shoreline Metro	608 S Commerce St Sheboygan, WI 53081

	Name	Title
Accountable Executive	Derek Muench	Director of Transit & Parking
Chief Safety Officer	Valentine "Bud" Schultz	Safety & Training Coordinator

Mode(s) of Service Covered by This Plan:	List All FTA Funding Types (e.g., 5307, 5337, 5339):
Fixed Route and Paratransit Service	5307, 5310, 5339, CMAQ

Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)

Fixed Route – Directly Operated
Paratransit – Directly Operated

Does the agency provide transit services on behalf of another Transit Agency or entity?	Yes	No	Description of Arrangement(s)
		X	

Transit Agency(ies) or Entity(ies) for which Service Is Provided	Name	Address

PLAN DEVELOPMENT, APPROVAL, AND UPDATES

Signature by the Accountable Executive	Signature	Date of Signature
		5/17/2022

Approval by Board of Directors (or Equivalent)	Approving Entity	Date of Approval
	Sheboygan Transit Commission	5/17/2022
	Members	
	Alderperson Dean Dekker	
	Alderperson Barb Felde	
	Alderperson Trey Mitchell	
	Mayor Ryan Sorenson	
	Heather Cleveland, Citizen Member (Chair)	
	Sara Knaub, Citizen Member (Vice-Chair)	
	Roy Kluss, Citizen Member	
	Chris Domagalski, Sheboygan Chief of Police	
	Chad Pelishek, Director of Planning & Development Dept.	

Certification by Accountable Executive of Compliance with Part 673	Signature	Date of Signature
		5/17/2022

Shoreline Metro has developed and adopted this Public Transportation Agency Safety Plan (PTASP) to comply with 49 CFR Part 673, the FTA regulation established by Section 5329(d) of the Moving Ahead for Progress in the 21st Century (MAP-21) Act, which was signed into law by President Barack Obama on July 6, 2012. This plan will be re-approved by the Accountable Executive and the Sheboygan Transit Commission upon updating this PTASP.

Activity Log

Version Number and Updates *Complete history of successive versions of this plan*			
Version No.	**Section/Pages Affected**	**Reason for Change**	**Date Issued**
1	Entire Document	Creation and adoption of Plan	9/22/2020
2	Entire Document	Edits suggested by PTASP TAC	11/23/2020
3	Entire Document	Edits suggested by PTASP TAC	1/22/2021
4	Chapters 3 & 4	Edits suggested by PTASP TAC	2/1/2021
5	Entire Document	Adoption of revised Plan	2/16/2021
6	Entire Document	Revisions of Plan based off Bipartisan Infrastructure Law	5/10/2022

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Item 8.

Definitions and Acronyms

The following definitions may be used throughout the document, and correspond to the definitions provided in 49 CFR 673.5:

Accident means an "event," as defined below, that involves any of the following:

1. A loss of life;
2. A report of a serious injury to a person;
3. A collision of public transportation vehicles; or
4. An evacuation for life safety reasons.

Accountable Executive means a single, identifiable individual who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan (as defined below) of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management Plan (as defined below); and control or direction over the human and capital resources needed to develop and maintain both the agency's Public Transit Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency's Transit Asset Management Plan in accordance with 49 U.S.C. 5326.

Chief Safety Officer means an adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A Chief Safety Officer may not serve in other operational or maintenance capacities, unless the Chief Safety Officer is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.

Equivalent Authority means an entity that carries out duties similar to a Board of Directors, for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or subrecipient's Public Transportation Agency Safety Plan.

Event means an "accident," as defined above, or "incident" or "occurrence" (each as defined below).

FTA means the Federal Transit Administration, an agency within the United States Department of Transportation.

Hazard means any real or potential condition that can cause injury, illness or death; damage to or loss of the facilities, equipment, rolling stock or infrastructure of a public transportation system; or damage to the environment (as defined below).

Incident means an "event" (as defined above) that involves any of the following:

1. A personal injury that is not a serious injury;
2. One or more injuries requiring medical transport; or
3. Damage to facilities, equipment, rolling stock or infrastructure that disrupts the operations of a transit agency.

Investigation means the process of determining the causal and contributing factors of an "accident," "incident" or "hazard" (each as defined here), for the purpose of preventing recurrence and mitigating risk.

National Public Transportation Safety Plan means the plan to improve the safety of all public transportation systems that receive federal financial assistance under 49 U.S.C. Chapter 53.

Occurrence means an "event" (as defined above), without any personal injury in which any damage

to facilities, equipment, rolling stock or infrastructure does not disrupt the operations of a tr̶ agency.

Operator of a public transportation system means a provider of public transportation as defined under 49 U.S.C. 5302(14).

Performance Measure means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Performance Target means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period requited by the FTA.

Public Transportation Agency Safety Plan means the documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329 and this part.

Risk means the composite of predicted severity and likelihood of the potential effect of a hazard.

Risk Mitigation means a method or methods to eliminate or reduce the effects of hazards.

Safety Assurance means processes within a transit agency's Safety Management System that function to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis and assessment of information.

Safety Management Policy means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.

Safety Management System (SMS) means the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices and policies for managing risks and hazards.

Safety Performance Target means a performance target related to safety management activities.

Safety Promotion means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

Safety Risk Assessment means the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.

Safety Risk Management means a process within the transit agency's Public Transportation Agency Safety Plan for identifying hazards and analyzing, assessing and mitigating safety risk.

Serious Injury means any injury which:

1. Requires hospitalization for more than 48 hours, commencing within seven days from the date of the injury that was received;
2. Results in a fracture of any bone (except simple fractures of fingers, toes or noses);
3. Causes severe hemorrhages, nerve, muscle or tendon damage;
4. Involves any internal organ; or
5. Involves second- or third-degree burns, or any burns affecting more than five percent of the body surface.

Small Public Transportation Provider means a recipient or subrecipient of federal financial assistance under 49 U.S.C. 5307 that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system.

State means a State of the United States, the District of Columbia, Puerto Rico, the Northern Mar Islands, Guam, American Samoa, and the Virgin Islands.

State of Good Repair means the condition in which a capital asset is able to operate at a full level of performance.

Transit Agency means an operator of a public transportation system.

Transit Asset Management Plan means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating and replacing transit capital assets to manage their performance, risks and costs over their life cycles, for the purpose of providing safe, cost-effective and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR Part 625.

In addition, the following acronyms may be used throughout the document:

CFR	-	Code of Federal Regulations
CSO	-	Chief Safety Officer
FTA	-	Federal Transit Administration
MAP-21	-	Moving Ahead for Progress in the 21st Century Act
NTD	-	National Transit Database
PTASP	-	Public Transit Agency Safety Plan
SGR	-	State of Good Repair
SMS	-	Safety Management System
SOP	-	Standard Operating Procedure
TAM	-	Transit Asset Management
U.S.C.	-	United States Code

Background

The Moving Ahead for Progress in the 21st Century Act (MAP-21) grants the Federal Transit Administration (FTA) the authority to establish and enforce a comprehensive regulatory framework to oversee the safety of public transportation throughout the United States. As a component of this safety oversight framework, MAP-21 requires certain recipients of FTA Chapter 53 funding to develop and implement a Public Transportation Agency Safety Plan (PTASP).

In addition to greater safety oversight responsibilities, MAP-21's grant of expanded regulatory authority puts FTA in a position to provide guidance to transit agencies that strengthens the use of safety data to support management decisions, improves the commitment of transit leadership to safety, and fosters a culture of safety that promotes awareness and responsiveness to safety risks. The framework to this approach is called a safety management system (SMS), which moves the transit industry toward a more holistic, performance-based approach to safety. The SMS framework has been adopted by FTA in its National Public Transportation Safety Plan ("national safety plan").

The PTASP for Shoreline Metro supports and is consistent with an SMS approach to safety risk management. SMS is an integrated collection of policies, processes and behaviors meant to ensure a formalized, proactive and data-driven approach to safety risk management. The aim of an SMS is to increase the safety performance of transit systems by proactively identifying, assessing and controlling safety risks. The approach is meant to be flexible and scalable, so that transit agencies of all types and sizes can efficiently meet the basic requirements of MAP-21. The PTASP for Shoreline Metro addresses the following elements, outlined in Table 1 (below):

Table 1: Elements of a Public Transportation Agency Safety Plan (PTASP)

Element	Definition
Safety Management Policy Statement	A policy statement establishing senior management commitment to continual safety improvement, signed by the executive accountable for the operation of the agency and the board of directors.
Document Control	A description of the regular annual process used to review and update the plan, including a timeline for implementation of the process.
Core Safety Responsibilities	A description of the responsibilities, accountabilities, and authority of the accountable executive, the key safety officers, and key members of the safety management team.
Safety Training Program	A description of the comprehensive safety training program for agency staff that ensures that staff are trained and competent to perform their safety duties.
Safety Risk Management	A description of the formal processes the agency uses to identify hazards, analyze and assess safety risks, and develop, implement and evaluate risk controls.
Safety Risks	A description of the most serious safety risks to the public, personnel, and property.
Risk Control	A description of the risk control strategies and actions that the agency will undertake to minimize exposure of the public, personnel, and property to hazards, including a schedule for implementing the risk control strategies and the primary entity responsible for each strategy.
Safety Assurance	A list of defined safety performance indicators for reaching priority risk and associated targets the agency will use to determine if it is achieving the specified safety goals.
Desired Safety Outcomes	A description of desired safety outcomes for each risk using the measurable safety performance indicators established.

Chapter 1: Safety Policies and Procedures

Section 1.1 Commitment to Safety

Safety is a core value of Shoreline Metro, and managing safety is a core business function of the transit system. Shoreline Metro is committed to developing, implementing, maintaining and continuously improving processes to ensure the safety of its customers, employees and the public. Shoreline Metro will use safety management processes to direct the prioritization of safety and allocate its organizational resources (people, processes and technology) in balance with its other core business functions. Shoreline Metro aims to support a robust safety culture and achieve the highest level of safety performance, meeting all established safety standards.

All levels of management and all frontline employees are accountable for the delivery of the highest level of safety performance, starting with the Director of Shoreline Metro.

Shoreline Metro is committed to:

Executive Commitment to Safety: Executive Management will lead the development of an organizational culture that promotes safe operations and provides appropriate resources to supporting this core management function through fostering and ensuring safe practices, improving safety when needed, and encouraging effective employee safety reporting and communication. Shoreline Metro will hold executives, managers and all employees accountable for safety performance.

Communication and Training: Employee engagement is crucial to a functioning safety management system (SMS). Communication systems will be put in place to enable greater awareness of Shoreline Metro's safety objectives and safety performance targets as well as to provide ongoing safety communication up, down and across the organization. All levels of management must proactively engage employees and work to keep the lines of safety communication honest and open. All employees will be made aware of Shoreline Metro's SMS and will be trained in safety reporting procedures.

Responsibility and Accountability: All levels of management will be responsible for delivering safe and quality transit services that represent Shoreline Metro's performance of its SMS. Managers will take an active role in the Safety Risk Management (SRM) process and ensure that Safety Assurance (SA) functions are supported. Managers are responsible for ensuring that SRM is being performed in their operational areas of control to assure that the safety risk associated with safety hazards is assessed and mitigated. Safety performance will be an important part of performance evaluations for Shoreline Metro managers and employees.

Responsibility of Employees and Contractors: All employees and contractors will support safety management by ensuring that hazards are identified and reported.

Employee Reporting: Executive management will establish a safety reporting program as a viable tool for employees to voice their safety concerns. All frontline employees will be responsible for utilizing this program as part of the SMS. No action will be taken against any employee who communicates a safety condition through the Shoreline Metro safety reporting program unless such disclosure indicates the following: an illegal act, gross misconduct or negligence, or a deliberate or willful disregard of Shoreline Metro rules, policies and procedures.

Performance Monitoring and Measuring: Shoreline Metro will establish realistic measures of safety performance and will establish safety performance targets to ensure continual improvement in safety performance. Managers will verify that the safety risk mitigations put in place are appropriate and effective.

Review and Evaluation: Shoreline Metro will measure SMS performance by: analyzing key safety performance indicators; reviewing inspections, investigations and corrective action reports; and auditing the processes that support the SMS. These activities will become the basis for revising or developing safety objectives, safety performance targets and plans with the goal of continuous safety improvement.

Other polices and plans that detail specific safety related topics at Shoreline Metro are listed below. These are in addition to any measures implemented in the PTASP. When polices are updated, all employees will receive a new written copy of the policy.

- Transit Employees Approach Manual (T.E.A.M.) on Departmental Policies, Procedures and Best Practices
- Security Assessment Program
- City Emergency Operations Plan
- City Anti-Harassment
- Drug & Alcohol Policy
- Prescription Drug Policy
- Drug-Free Workplace Policy
- Preventative Maintenance Program
- Paratransit Program
- Labor Agreement

Section 1.2 Annual PTASP Review and Update

Shoreline Metro management (including the Safety Manager) will review the PTASP annually by June 15 and update the document as necessary. Any updates made will be presented to the Accountable Executive for review who will then forward the document to the Sheboygan Transit Commission for approval at its meeting the third Tuesday in July to allow the agency to timely submit to any annual or other periodic reviews, including its annual self-certification of compliance. At a minimum, annual self-certification will consist of both the Accountable Executive and Board of Directors (Sheboygan Transit Commission) signing and dating this document.

Frontline employees, as well as all others, are furnished with a copy of this plan and are able to make suggestions of changes to the plan to the Accountable Executive or CSO at any time. The CSO conducts quarterly safety meetings where staff is able to discuss safety and this plan.

Section 1.3 Organization Structure and System Safety Responsibilities

While the Accountable Executive has the ultimate responsibility for Shoreline Metro's implementation of its PTASP, Shoreline Metro's executive management has the overall responsibility of safe and secure operations of Shoreline Metro and contract service operators. Each employee is required to carry out specific safety responsibilities, depending on the employee's position, in compliance with the PTASP.

The information provided in the Staff Safety Roles and Responsibilities table (Appendix A) describes each position and general system safety responsibilities, and the agency's reporting structure.

Table 2: Transit & Parking Utility Table of Organization (TOC)

Parking & Transit Utility Table of Organization (TOC)

City of Sheboygan

Director of Parking & Transit (U)*
Full Time, Exempt, Non-Rep: **Derek Muench**

Administrative Coordinator (F)
Full Time, Non-exempt, Non-Rep: **Ann Koeller**

Transit Lead Mechanic
Full Time, Non-Exempt, Represented: **Scott Navis**

Transit Mechanics
Full Time, Non-exempt, Represented: **Kevin Hilbelink Zach Heinen Noah Wilterdink**

Transit Maintenance Assistants
Part Time, Non-exempt, Represented: **Gary Niebuhr James Schramm**

Transit Operations Supervisors (K)
Full Time, Exempt, Non-Rep: **Roland Knorr & Bruce Felten**

ADA & Paratransit Coordinator
Full Time, Non-exempt (F) Non-Rep: **Erica Ellinger**

Safety & Training Coordinator
Full Time, Non-exempt (F) Non-Rep: **VACANT**

Transit Coordinators
Full Time, Non-exempt (F) Non-Rep: **Chuck Reschke & Christopher Faust**

Bus Drivers
Non-exempt, Represented
Full Time: 23
Part Time: 12-15

Transit Coordinator I (B)
Full Time, Non-exempt, Non-Rep: **Joan Mueller**
POSITION ELIMINATED 6/2022

Parking Utility Lead Maintenance Worker (D)
Full Time, Non-Exempt, Non-Rep: **Patrick Moehring**

Maintenance Worker (C)
Full Time, Non-exempt, Non-Rep: **Mike Kirchmeier**

Seasonal Workers
Part Time, Non-exempt, Non-Rep: **2-3 Positions**

City of Sheboygan
Parking Utility

SHORELINE METRO

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

UPDATED January 25, 2022

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Chapter 2: Safety Risk Management

Section 2.1 Hazard Identification

Establishing an effective hazard identification program is fundamental to safety management at Shoreline Metro. Hazard identification can come from many sources, including FTA, manufacturers, safety bulletins, and public reports on safety information. Hazard identification can be reactive or proactive in nature: safety event reporting, incident investigation, and trend monitoring are essentially reactive; other hazard identification methods proactively seek feedback through data collection, observation and day-to-day operations analysis. Common hazard identification activities include:

- Safety assessments

  - Assessments are conducted in collaboration with the City of Sheboygan Human Resources department, Shoreline Metro, and Transit Mutual Insurance (TMI)
  - TMI safety audit
  - TMI mystery riders approximately 20 times per year
  - Lead Mechanic monitors the facility and rolling stock preventative maintenance schedules to ensure compliance.

- Trend monitoring

  - Shoreline Metro receives reports from TMI regarding trends within our system as well as all the transit systems in the state of Wisconsin.
  - Shoreline Metro receives reports from the City of Sheboygan Human Resources department in regards to current safety trends within City departments.
  - Shoreline Metro also analyzes Worker's Comp claims to look for similarities and trends in causes.
  - The Safety Supervisor tracks and categorizes every incident and accident that occurs and trends are discussed quarterly at Safety Meetings. Information is also shared via the Safety Team which is made up of representatives from each division within Shoreline Metro.

- Hazard and safety event reporting (with causal factor analysis)

  - Hazards will be monitored by utilizing Appendices D through F which are updated frequently.

- Safety surveys

  - Employees can report safety concerns, such as poor road conditions or communication issues, either by email, phone or in-person. Suggestions can also be submitted by writing concerns on a piece of paper and placing them in the safety suggestion box located in the break room which will be checked periodically by a Supervisor. Suggestions will then be evaluated by the Safety Team. If a suggestion is approved by the Safety Team, it will be brought to the Transit Director for final approval and implementation.

- Safety audits

  - Route qualification audits, which ensure that all operators are qualified to drive all routes.
  - Recertification on safe driving techniques.
  - Observation audits conducted by an Operations Supervisor riding along with an

operator to evaluate their adherence to policy. Observation audits are also done by reviewing video from the bus. Checks are done on the Operator's adherence to safety policies, their uniforms, their customer relation skills and the general operation of the bus. Upon conclusion of the ride along, time is scheduled with the Operator to go over the results and discuss what was done well and what areas could be improved upon.

- Hours of service audits conducted daily when creating Operators driving schedules to ensure no driver is allowed to drive for more than 12.0 hours per day in accordance with department policy.

- The department monitors all applicable employees with a Commercial Driving License (CDL) to ensure up to date and accurate information. Shoreline Metro is in compliance with the Federal Highway Administration's Commercial Driver Licensing Standards. All Bus Operators and Maintenance personal are required to have a CDL in the class required by the state issuing the license.

- Evaluating customer suggestions and complaints.

   - Customer suggestions and complaints can be submitted in one of three ways. Passengers can call the customer service line at (920) 459-3281, by emailing contact@shorelinemetro.com, by requesting to speak with an Operations Supervisor when at the Transfer Station or by calling the Transit Director directly on the Shoreline Metro phone tree at (920) 459-3281.

The number of near-misses, known as accident precursor data, is significantly greater than the number of accidents for comparable types of events. The practice of reporting and learning from accident precursor data is a valuable complement to other hazard identification practices. To be successful, hazard identification must take place within a non-punitive and just safety culture. Shoreline Metro employs systematic safety improvements by discovering and learning of potential weaknesses in the system's safety.

Shoreline Metro has also collaborated with the Transportation Safety Administration (TSA) to conduct an evaluation of the system's security and identify any hazards that may need to be addressed.

Subsection 2.1.1 Non-Punitive Reporting Policy

Shoreline Metro is committed to the safest transit operating standards practicable. To achieve this, it is imperative that Shoreline Metro has uninhibited reporting of all safety events that may compromise safe operations. To this end, every employee is responsible for the communication of any information that may affect the integrity of transit safety. Such communication must be completely free of any form of reprisal.

Shoreline Metro will not take disciplinary action against any employee who discloses a safety event. This policy shall not apply to information received by Shoreline Metro from a source other than the employee, or that involves an illegal act, or a deliberate or willful disregard of rules, regulations, or agency policies or procedures.

Shoreline Metro's method of collection, recording, and dissemination of information obtained from transit safety reports has been developed to protect, to the extent permissible by law, the identity of any employee who provides transit safety information.

Section 2.2 Safety Risk Assessment

Once a hazard has been identified, Shoreline Metro will conduct an assessment, using the Risk Assessment Matrix (Appendix D), to determine the potential consequences. Factors to be considered include the likelihood of occurrence, the severity of the consequences (should there be an occurrence),

the level of exposure to the hazard, and the existing mitigation efforts in place. Shoreline Metro will assess risks subjectively by experienced personnel using a risk assessment matrix. Results of the risk assessment process will help determine whether the risk is being appropriately managed or controlled. If the risks are acceptable, the hazard will continue to be monitored. If the risks are unacceptable, steps will be taken by Shoreline Metro to lower the risk to an acceptable or tolerable level, or to remove, avoid, or otherwise eliminate the hazard.

Section 2.3 Safety Risk Mitigation

The assessment process may indicate that certain hazards have an acceptable level of risk, while others require mitigation to an acceptable or tolerable level. Shoreline Metro will further mitigate risk by completing a hazard assessment log (Appendix E) that can help prioritize safety risks. The level of risk can be lowered by reducing the severity of the potential consequences, likelihood of occurrence, exposure to that risk, or by some combination.

In general, Shoreline Metro will take the following safety actions to mitigate risk – these actions can be categorized into three broad categories, including:

1. **Physical Defenses:**

    These include objects and technologies that are engineered to discourage, or warn against, or prevent inappropriate action or mitigate the consequences of events (e.g.: traffic control devices, fences, safety restraining systems, transit controls/signals, transit monitoring systems, etc.).

2. **Administrative Defenses:**

    These include procedures and practices that mitigate the likelihood of accidents/incidents (e.g.: safety regulations, standard operating procedures, personnel proficiency, supervision inspection, training, etc.).

3. **Behavioral Defenses:**

    These include behavioral interventions through education and public awareness campaigns aimed at reducing risky and reckless behavior of motorists, passengers and pedestrians; factors outside the control of the agency (e.g.: the Zero in Wisconsin campaign).

4. **Infectious Diseases Defenses:**

    These include interventions aimed at reducing the spread of infectious diseases (e.g.: the installation of UV filtration systems on all buses, the use of HaloFogger sanitation spraying systems regularly on buses, and the elimination of reusable physical fare media). Shoreline Metro also follows guidelines from Sheboygan County Health and Human Services and the Centers for Disease Control and Prevention for infectious disease prevention.

Section 2.4 Safety Risk Prioritization

Once a hazard has been identified and the risk level assessed, Shoreline Metro will prioritize safety risks. Appendix E will be used to analyze the transit system as a whole and identify hazards. After hazards have been identified, Appendix F will prioritize these hazards and identify a timeline for corrective action.

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Chapter 3: Safety Assurance

Safety assurance provides the necessary feedback to ensure that the SMS is functioning effectively, and that Shoreline Metro is meeting or exceeding its safety objectives. Safety assurance requires a clear understanding of how safety performance will be evaluated, or in other words, what metrics will be used to assess system safety and determine whether the SMS is working properly. Having decided on the metrics by which success will be measured, safety management requires embedding these metrics in the organizational culture and encouraging their use for ongoing performance improvement.

Section 3.1 Defining Safety Goals and Objectives/Outcomes

Setting safety goals and objectives is part of strategic planning and establishment of safety policy for Shoreline Metro. Clearly defining safety goals is the first part in creating a safety performance measurement system.

Safety goals are general descriptions of desirable long-term impacts. Safety goals for Shoreline Metro include the following:

1. Shoreline Metro will utilize a safety management systems framework to identify safety hazards, mitigate risk and reduce casualties and occurrences resulting from transit operations.
2. Shoreline Metro will foster agency-wide support for transit safety by establishing a culture where management is held accountable for safety and everyone in the organization takes an active role in securing transit safety.
3. Shoreline Metro will provide a safe and efficient transit operation by ensuring that all vehicles, equipment and facilities are regularly inspected, maintained and serviced as needed.

Safety objectives or outcomes are more specific statements that define measurable results. Safety objectives or outcomes for Shoreline Metro include the following:

1. Reduce the number of reportable fatalities
2. Reduce the number of reportable injuries
3. Reduce the number of reportable safety events
4. Reduce mean distance between major mechanical failures
5. Increase assessment and analysis of existing personnel, equipment, and procedures to identify and mitigate any potential safety hazards
6. Develop a corrective action plan and mitigation strategies to address identified hazards
7. Maintain a dedicated staff person as the Transit Agency Safety Officer to manage the agency's transit safety program
8. Continue to hold regular transit safety meetings comprised of staff at varying levels, including executives, officers, managers, operators, and maintenance personnel
9. Increase the reporting of near miss occurrences and incidents that would otherwise go unreported
10. Continue to provide employee safety training opportunities and attendance
11. Continue distribution of safety material amongst employees and the general public
12. Continue scheduled preventative maintenance on revenue vehicles
13. Continue scheduled preventative maintenance on equipment
14. Continue scheduled preventative maintenance on ADA equipment
15. Continue scheduled preventative maintenance on facilities

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The safety objective or outcome will then be measured by defining specific performance me____, including a baseline and target, that Shoreline Metro will determine is reasonable.

Section 3.2 Defining Safety Performance Measures

Performance measurement is the regular systematic collection, analysis and reporting of data that track resources used, work produced, and whether specific outcomes were achieved. In other words, it is a tool to quantify and improve performance, and engage and communicate with Shoreline Metro staff and external stakeholders.

The two core functions of performance measurement include monitoring and evaluating progress. Performance can be measured in terms of inputs, outputs, outcomes and efficiency, among other criteria.

Shoreline Metro will utilize these basic principles of performance management, including:

- Stakeholder involvement and acceptance
- Focus on agency goals and activities
- Clarity and precision
- Creditability and robustness
- Variety of measures
- Number of measures
- Hierarchy of measures
- Forward-looking measures
- Integration into agency decision making
- Timely reporting
- Understand agency specifics, including context and scale of operations
- Realism of goals and targets

Subsection 3.2.1 Metrics

System safety data can be collected through a variety of sources, including:

- Near miss information
- Accident investigation reports (with causal factor analysis)
- Internal safety audits (or reviews)
- Safety committee meetings
- Injury reports (including occupational injuries)
- Safety event reports (including accidents, incidents and occurrences)
- System monitoring (including testing and inspection records)
- Hazard management program

These safety data will be analyzed and used for development of key safety performance indicators and targets.

Shoreline Metro will initially focus on areas based on data delivered to the National Transit Database (NTD), including the following:

- **Fatalities**
  1. Total number of reportable crashes
  2. Rate of reportable fatalities per total vehicle revenue miles

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- **Injuries**
    3. Total number of reportable injuries
    4. Rate of reportable injuries per total vehicle revenue miles
- **Safety Events**
    5. Total number of reportable safety events
    6. Rate of reportable safety events per total vehicle revenue miles
- **System Reliability**
    7. Mean distance between major mechanical failures

These safety performance measures are used to select improvement targets for these four measures and for each mode of transit, in order to encourage improvements and monitor the safety performance of delivering transit services. In addition, Shoreline Metro will select additional performance measures and targets, both leading and lagging, to ensure continual improvement of its SMS.

Shoreline Metro will make its safety performance measure improvement targets available to applicable state agencies and metropolitan planning organizations (MPOs), and, to the maximum extent practicable, will coordinate with both in the selection of safety performance targets. Targets were submitted to the MPO on September 22nd and were transmitted to WisDOT on November 19th. Targets will be approved and included in local Transportation Improvement Programs (TIPs) and TIP amendments that will be submitted to the state by November 30th of each year.

Shoreline Metro and the Sheboygan MPO (Bay-Lake Regional Planning Commission) work very closely on various transportation planning activities. The Sheboygan MPO includes Shoreline Metro operations and projects in the MPO long-range transportation plan and TIP, and assists Shoreline Metro with the PTASP and the TAM Plan. The Sheboygan MPO also provides frequent technical assistance to Shoreline Metro, and occasional completes transit development programs (TDPs, including transit surveys) for Shoreline Metro.

The safety data collected from the above sources will be analyzed for potential safety impacts. Identified areas of concern are reported to appropriate personnel in the form of specific project reports, memoranda, and recommendations from the safety committee.

Records of system safety data are maintained for a minimum of three years. Certain information, such as safety certification backup documentation, is maintained by Shoreline Metro's document control process. In addition to safety data, Shoreline Metro maintains other data and documentation of activities required by the PTASP. Distribution of safety-related reports and data is accomplished through the Shoreline Metro safety committee. Shoreline Metro will ensure that required SMS documentation is available upon request to FTA and other oversight agencies.

Section 3.3 Monitoring Performance and Evaluating Results

Once safety goals, objectives/outcomes and measures have been defined, they can be organized into a Safety Performance Matrix (Appendix G) or a Safety Performance Outline (Appendix H). Organizing information (particularly in a matrix) will allow Shoreline Metro to continuously monitor safety performance and update documentation at least semi-annually.

Shoreline Metro will monitor the system for safety assurance using the following procedures:

1. **Monitor Safety Risks**
    a. Procedures to mitigate the safety risk, such as educating the public about a safety hazard
    b. Create and install signage on vehicles
    c. Train operators and staff to communicate the hazard to customers and make them

aware of the mitigation to reduce future risk.

    d. Monitor the educational efforts and determine the effectiveness of communication.

    e. Safety audits and safety surveys

    f. Quarterly and as-needed Safety Meetings

    g. Safety Committee consisting of drivers, maintenance staff and admin staff

    h. Informal inspections of vehicles and facilities

       i. Review Pre-trip and Post-trip inspection cards and comments

       ii. Periodic inspection observation by the Safety Officer or his/her designee

    i. Safety review and inspection of new or modified service(s)

    j. Regular vehicle and facility inspections and preventative maintenance

    k. Daily operations log sheet used by dispatchers and operations supervisors to monitor and document daily activities

       i. Reviewed by the Safety Officer for safety items and accuracy

2. **Benchmarks**

    a. Create benchmarks for continuous monitoring for performance improvement.

       i. Valid complaints received

       ii. Accidents per 100,000 vehicle revenue miles operated

       iii. Preventable accidents per year

       iv. Non-preventable accidents per year

       v. Number of claims submitted by type per year

3. **Monitor the Effects of Safety Promotion**

    a. Is the promotion/message working to improve safety performance? Use feedback to determine if the promotion or procedure should be adjusted for improvement.

Operations and maintenance supervisors report on these activities monthly to the Safety Officer who works with supervisors to review and investigate findings with implications for agency-wide compliance with and sufficiency of operations and maintenance procedures and determine the root cause and contributing factors for any issues.

Subsection 3.3.1 Conducting Investigations of Safety Events

Shoreline Metro utilizes an Accident Review Committee (as outlined as part of the labor agreement) that reviews and investigates accidents, incidents, and occurrences that take place on board a bus or at a facility. The group is two-tiered comprised of the Safety Supervisor (Safety Officer) and Union Steward in the first round review and additionally an Operations Supervisor, Lead Mechanic, and Transit Director (Accountable Executive) in the second round review. The second round is only required if there isn't consensus in the first round with preventability and accountability. The group is tasked with the following items:

    a. Review and investigation of accidents, incidents, and occurrences

    b. Interview drivers, staff, and witnesses (if applicable)

    c. Determine preventability

       i. The accident, incident, or occurrence was preventable or non-preventable

    d. Carry out causal analysis by identifying any potential causal factors

    e. Determine accountability

    i. The employee was accountable for the accident, incident, or occurrence

    ii. The employee requires corrective action and/or training (retraining)

    iii. Observe the employee's behavior as the lone or contributing cause of the accident, incident, or occurrence

  f. Recommend appropriate level of corrective action

  g. Provide a summary of the Accident Review Committee's determinations and recommend level of corrective action (if applicable) to Operations Supervisors and the Director of Transit

In the event a deficiency is found through the review process, the Accident Review Committee will conduct steps b. through f. listed above. The Committee meets monthly and reviews accidents, incidents, and occurrences from the previous month.

The Safety Officer maintains documentation of Shoreline Metro's investigation policies and procedures as well as the Accident Review Committee's activities and results.

Following the Accident Review Committee's determinations, the Safety Officer works with an Operations Supervisor to follow up to coordinate corrective action and additional training for employees.

Shoreline Metro staff, including Transit Operations Supervisors, Safety Officer, mechanics, and the Director of Transit will monitor the system for compliance and sufficiency using the following procedures:

1. **Safety Performance Monitoring**

   a. Maintenance records, including repairs, inspections, road calls and training

   b. Operations records, including new employee training, refresher training, supervisor training, complaint logs, accident records and accident logs, TMI monthly loss runs and daily operation logs.

   c. One-on-one conversations, ride checks, suggestions from employees, video from on-board security cameras and checklists.

2. **Monitor Compliance with and Sufficiency of Operations and Maintenance Procedures**

   a. Rules compliance programs

   b. Internal audits

   c. Records reviews

   d. Observations

   e. Ride alongs

3. **Review Findings**

   a. Review of policies, procedures and mitigations should be conducted periodically by the Chief Safety Officer and the Safety Manager and share such reviews and findings with the Accountable Executive and other appropriate team members.

The Hazard Identification and Risk Assessment Log (Appendix E) and all information collected and tracked from the procedures listed above will be reviewed quarterly to identify safety risk mitigations and assess their effectiveness. At that time, if needed, risk mitigations will be adjusted to better serve a safe environment.

Subsection 3.3.2 Monitoring Safety Risk Mitigations

Shoreline Metro's Safety Officer along with the Safety Committee, Operations Supervisors, and Director (Accountable Executive) will conduct all monitoring activities including Shoreline Metro's

operations to identify mitigations that may be ineffective, inappropriate, outdated, or not impleme[...] correctly by:

- Reviewing results from accident, incident and occurrence investigations
- Completing and reviewing of the daily operations report
- Monitoring employee safety reporting
- Reviewing results of internal safety audits, surveys and inspections
- Analyzing operational and safety data and trends to identify emerging or problematic safety concerns

Subsection 3.3.3 Monitoring Information Through Internal Safety Programs

The Safety Officer routinely reviews safety data and information captured in employee safety reports, safety meeting minutes, customer complaints, and other safety communication channels. When necessary, the SO ensures that the issues and concerns are investigated or analyzed through the SRM process. Information and documentation from employee safety reporting will be collected and maintained by the Safety Officer and will be reviewed quarterly.

Section 3.4 Integrating Results Into Agency Decision-Making Process

Shoreline Metro is committed to using the data collected and information learned to inform decision making and instill positive change. The main objective is the continuous improvement of transit system safety. When performance goals are not met, Shoreline Metro will work to identify why such goals were not met and what actions can be taken to minimize the gap in achieving defined goals. However, when goals are easily achieved, action will be taken to exceed expectations and reestablish a reasonable baseline.

Uses of performance results include:

- Focus attention on performance gaps and trigger in-depth investigations of what performance problems exist
- Help make informed resource allocation decisions
- Identify needs for staff training or technical assistance
- Help motivate employees to continue making program improvements
- Support strategic planning efforts by providing baseline information for tracking progress
- Identify best practices through benchmarking
- Respond to elected officials and the public's demand for accountability

Section 3.5 Sustaining a Safety Management System

In order to sustain the SMS, Shoreline Metro will ensure that particular processes are employed to instill an organizational foundation. Examples of actions taken to sustain the SMS include:

- **Create a measurement-friendly culture:**

  All staff, including senior managers, should be actively engaged in creating a measurement-friendly culture by promoting performance measurement as a means of continuous improvement. Senior managers will also lead by example and utilize performance metrics in decision making processes.

- **Build organizational capacity:**

  Investment in developing skilled human resources capacity is essential to sustaining an SMS. Both technical and managerial skills will be needed for data collection and analysis, as well as for setting goals. Managing staff and the governing board will commit the financial resour[...]

required for organizational capacity and maintaining an SMS on a continuous basis.

- **Reliability and transparency of performance results:**

  The SMS will be able to produce and report its results, both good and bad. Performance information should be transparent and made available to all stakeholders. Messengers should be protected to preserve the integrity of the measurement system. The focus should be on opportunities for improvement rather than allocating blame.

- **Demonstrate continuous commitment to measurement:**

  Visible commitment to using metrics is a long-term initiative. Shoreline Metro will demonstrate a commitment to performance measurement by establishing a formal process of reporting performance results, such as including transit safety and performance measurement as a standing agenda item at meetings of the Sheboygan Transit Commission.

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Chapter 4: Safety Promotion

Section 4.1 Safety Promotion, Culture, and Training

Shoreline Metro believes that safety promotion is critical to the success of an SMS by ensuring that the entire organization fully understands and trusts its safety policies, procedures and structure. Further, safety promotion involves establishing an organizational and workplace culture that recognizes safety as a core value, training employees in safety principles, and allowing open communication of safety issues.

Shoreline Metro's comprehensive safety training program applies to all safety-sensitive employees directly responsible for safety including:

- Bus operators
- Dispatchers /Transit Coordinators
- Mechanics /Mechanic Assistants
- Transit Operation Supervisors
- Safety Supervisor (Safety Officer)
- Transit Director (Accountable Executive)

Subsection 4.1.1 Safety Culture

Positive safety culture must be generated from the top. The actions, attitudes and decisions at the policy-making level must demonstrate a genuine commitment to safety. Safety must be recognized as the responsibility of each employee, with the ultimate responsibility for safety resting with the Accountable Executive. Employees must trust that they will have management support for decisions made in the interest of safety, while also recognizing that intentional breaches of safety will not be tolerated.

The primary goal of safety promotion at Shoreline Metro is to develop a positive safety culture that allows the SMS to succeed. A positive safety culture is defined as one which is:

A. An Informed Culture
- Employees understand the hazards and risks involved in their areas of operation.
- Employees are provided with the necessary knowledge, training and resources.
- Employees work continuously to identify and overcome threats to safety.

B. A Just Culture
- Employees know and agree on what is acceptable and unacceptable behavior.
- Human errors must be understood, but negligence and willful violations cannot be tolerated.

C. A Reporting Culture
- Employees are encouraged to voice safety concerns and to share critical safety information without the threat of punitive action.
- When safety concerns are reported, they are analyzed, and appropriate action is taken.

D. A Learning Culture
- Learning is valued as a lifetime process beyond basic skills training.
- Employees are encouraged to develop and apply their own skills and knowledge to enhance safety.

- Employees are updated on safety issues by management, and safety reports communicated back to staff so that everyone learns the pertinent lessons.

Shoreline Metro Safety Promotion activities and processes include steps and processes for identifying safety hazards, risk assessment and risk mitigation.

A. Hazard Identification

1. Safety Committee: Group comprised of transit operators, maintenance staff and supervisors. The group meets quarterly to discuss safety items, such as potential hazards, risks and employee suggestions. The group is tasked with the following items:

   a. Review of historical safety records

   b. Accident trends

   c. Employee safety complaints and suggestions

   d. Past accidents/incidents

   e. Near misses

   f. Other safety items

2. Critical Safety Behaviors: A system to help with identifying and recording unsafe situations or behaviors.

   a. Work area/site inspections

       i. Pre-trip inspections for vehicles

       ii. Preventative maintenance

   b. Brainstorming/observations

   c. Employee input

       i. Suggestion/comment box

   d. Daily facility walkthrough checklist

   e. Safety culture

       i. Quarterly team training and safety meetings

       ii. Serious about Annual Safety Recognition

       iii. Quarterly Employee Recognition program

B. Risk Assessment

1. Risk Management Assessment (RMA): Platform for determining risk associated with certain types of actions including:

   a. Training for such tasks

   b. Requirement of assistance to perform tasks

   c. Severity of risk

   d. Return-on-investment

   e. Actions to control the risk

   f. Contributing factors

   g. Frequency of task

   h. Adequacy of control measures

C. Safety Risk Mitigation

1. Training: Platform for educating and equipping personnel with the knowledge, skills and resources to perform a task. This is considered the first and primary step to mitigating

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risk. Sometimes, this includes retraining personnel once a hazard is identified to fu[ll]
reduce the risk. Examples of such training include:

   a. New hire
- i. Classroom training, including defensive driving, distracted driving, ADA, customer service, policies and procedures, and expectations
- ii. Behind the wheel training, including traffic laws, backing, railroad crossings, bus stop procedures, security, emergency management, onboard incidents, etc.
- iii. CDL (for individuals requiring proper license to operator a vehicle)

   b. Forklift training/certification
- i. Maintenance staff

   c. Accidents and Incidents
- i. Refresher training for personnel
- ii. Near miss reporting

   d. Quarterly meetings and as-needed meetings
- i. Training and safety awareness for personnel

   e. Bloodborne Pathogen

   f. City Policies
- i. Harassment
- ii. Information Technology
- iii. FLSA, FMLA
- iv. Workman's Compensation

Subsection 4.1.2 Training

During the initial implementation of an SMS, specific training will be required for all employees and contract staff, to explain the agency's safety culture and describe how Shoreline Metro's SMS works. The Chief Safety Officer is the resource person for providing a corporate perspective on Shoreline Metro's approach to safety management.

All newly hired employees' training is documented using the Shoreline Metro Team Member Onboarding and Training Checklist form. The form documents an employee's progress through the training program and documents hours dedicated to training in the classroom and onboard the bus.

Shoreline Metro provides employees with CDL Training for those employees required to possess a CDL that do not already hold a CDL. Training includes all the necessary tools to pass the CDL driver's test and to become a fixed route or paratransit bus operator. All initial classroom preparation and behind-the-wheel training is conducted by the Safety, Training and Education Supervisor. Once the individual has obtained the CDL and has shown proficiency in operating a transit bus, the employee is moved into driving in service with an experienced and trained bus operator. Evaluations are conducted by the bus operator on the new driver during each training session. These evaluations are then reviewed by the Safety, Training and Education Supervisor to determine if additional training is required or if the employee may be moved into revenue service and thus starting the employee's probation period.

Employees already possessing a CDL upon hire are provided with initial classroom preparation and behind-the-wheel training by the Safety, Training and Education Supervisor. Once the individual

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has shown proficiency in operating a transit bus, the employee is moved into driving in service an experienced and trained bus operator. Evaluations are conducted by the bus operator on the new driver during each training session. These evaluations are then reviewed by the Safety, Training and Education Supervisor to determine if additional training is required or if the employee may be moved into revenue service and thus starting the employee's probation period.

Employees involved in an accident during their probation period are evaluated with additional training typically provided as to reduce future hazards and mitigate risks.

Current employees periodically participate in refresher training either via classroom, onboard, post-accident or post-incident. Employees who are off of work for a significant amount of time (30 days or more) participate in refresher training.

Maintenance staff is provided training on-the-job through vendors or manufacturers of products/equipment/services by Shoreline Metro. Additional training includes forklift, lockout/tag out, fire extinguisher, etc.

Safety Management training topics may include:

A. Initial Safety Training for All Staff
1. Basic principles of safety management, including the integrated nature of SMS, risk management, safety culture, etc.
2. Corporate safety philosophy, safety goals and objectives, safety policy, and safety standards
3. Importance of complying with the safety policy and SMS procedures, and the approach to disciplinary actions for different safety issues
4. Organizational structure, roles and responsibilities of staff in relation to safety
5. Transit agency's safety record, including areas of systemic weakness
6. Requirement for ongoing internal assessment of organizational safety performance (e.g.: employee surveys, safety audits, and assessments)
7. Reporting accidents, incidents and perceived hazards
8. Lines of communication for safety managers
9. Feedback and communication methods for the dissemination of safety information
10. Safety promotion and information dissemination

B. Safety Training for Operations Personnel
1. Unique hazards facing operational personnel
2. Seasonal safety hazards and procedures (e.g.: winter operations)
3. Procedures for hazard reporting
4. Procedures for reporting safety events (accidents and incidents)
5. Emergency procedures

C. Safety Training for Management
1. Principles of the SMS
2. Management responsibilities and accountabilities for safety
3. Legal issues (i.e.: liability)

D. Training for the Safety Officer
1. Familiarization with different transit modes, types of operation, routes, etc.

2. Understanding the role of human performance in safety event causation and preve
3. Operation of the SMS
4. Investigating safety events
5. Crisis management and emergency response planning
6. Safety promotion
7. Communication skills
8. Performing safety audits and assessments
9. Monitoring safety performance
10. National Transit Database (NTD) safety event reporting requirements

Subsection 4.1.3 Communication

Shoreline Metro's communication on safety policies, procedures and observations is critical to promoting safety and ensuring a safety culture. Communicating safety to employees is performed through the following:

- The Safety Officer maintains a Safety Board for employees as a means of keeping safety on the minds of employees, and this board includes safety tips from Transit Mutual Insurance. Additional safety messages and information are provided with a focus on engaging employee participation. Cities and Villages Mutual Insurance Company (CVMIC) also provides safety messages and awareness for employees.

- Shoreline Metro maintains a departmental policies and procedures manual (called T.E.A.M.) for employees that outlines the expectations and accountabilities of the driver positions. Supplemental policies include Safety and Security Assessment Program, Drug and Alcohol Policy, Drug-Free Workplace, Harassment, Information Technology, ADA, and Social Media.

- The labor agreement identifies specifically key safety items that must be followed by Shoreline Metro at all times targeted at keeping employees safe and reducing risk.

- Shoreline Metro has a standing section at each of its quarterly Safety Meetings dedicated to safety training, safety review and policy and procedure review.

- Safety Officer communicates findings in the Accident Review back to key officials and uses these findings to retrain all team members at safety meetings or in memos.

- Accountable Executive and Safety Officer maintain digital communication boards for employees and customers that promote safety and risk reduction especially during winter months when issues seem to rise due to weather.

- Safety Officer follows up directly with the reporter if they self-identified to let them know what actions were taken to address their report and also communicates the results to the entire agency through its digital communication boards

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Appendices

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Appendix A: Staff Safety Roles and Responsibilities

Completed by: Derek Muench/**Bud Schultz**		Date: **May 10, 2022**	
Position Title	**Name of Staff Member**	**Position Description**	**Safety Responsibilities**
Accountable Executive	Derek Muench, Transit Director	49 CFR § 673.5 – *Accountable Executive* means a single, identifiable person who has ultimate responsibility for carrying out the PTASP; responsibility for carrying out the agency's TAM Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's PTASP, in accordance with 49 U.S.C. § 5329(d), and the agency's TAM Plan, in accordance with 49 U.S.C. § 5326.	• Ultimate responsibility for carrying out the PTASP • Responsibility for carrying out the TAM Plan • Control or direction over the human and capital resources needed to develop and maintain both plans • Ensuring the agency's SMS is effectively implemented throughout the system • May delegate specific responsibilities, except ultimate accountability for the agency's safety performance, which always rests with the Accountable Executive • Ensuring action is taken, as necessary, to address substandard performance in the agency's SMS
Chief Safety Officer	Bud Schultz, Safety and Training Coordinator	49 CFR § 673.5 – *Chief Safety Officer* means an adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A Chief Safety Officer (CSO) for a small public transportation provider (as defined in Part 673) may serve in capacities (operational or maintenance) unless the agency ceases to be a small public transportation provider or operates a rail transit system.	• Is adequately trained • Responsibility for safety • Reports directly to agency's Accountable Executive for safety related issues • Authority and responsibility for day-to-day implementation and operation of agency's SMS
Safety Manager (Is the same as/merged with CSO position)	Bud Schultz, Safety and Training Coordinator	Ensure coordinated development and implementation of the PTASP (is the same as/merged with CSO position)	• Is the same as/merged with CSO position • Maintains a safe working environment • Adheres to all safety policies and procedures • Promotes safety awareness throughout the organization • Ensures safety documentation is current and accessible to all employees • Communicates changes in safety documents to all personnel • Monitors effectiveness of corrective actions • Provides periodic reports on safety performance • Renders independent advice to the CEO, senior managers, and other personnel on safety-related matters • Ensures that safety management has a high priority throughout the organization

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Transit Supervisors	Roland Knorr and Bruce Felten, Operations Supervisors	Supervisors are responsible for communicating the transit agency's safety policies to all employees.	• Maintains a safe working environment • Adheres to all safety policies and procedures • Full knowledge of all standard and safety operating procedures • Ensures that drivers make safety a primary concern when on the job • Listens and acts upon any safety concerns raised • Immediately reports safety concerns to the CSO/SM • Provides leadership and direction to employees during security incidents • Handles minor non-threatening rule violations • Defuses minor arguments • Determines when to call for assistance • Responds to fare disputes and service complaints • Responds to security related calls with police officers when required, rendering assistance with crowd control, victim/witness information gathering, and general on-scene assistance • Completes necessary security related reports • Takes photographs of damage and injuries • Coordinates with all outside agencies at incident scenes
Bus Operators	17 Full-Time Fixed-Route Drivers 8 Part-Time Fixed-Route Drivers 6 Full-Time Paratransit Drivers 3 Part-Time Paratransit Drivers	Drivers are responsible for exercising maximum care and good judgment in identifying and reporting suspicious activities, in managing security incidents, and in responding to emergencies.	• Maintains a safe working environment • Adheres to all safety policies and procedures • Takes charge of a hazard incident scene until the arrival of supervisory or emergency personnel • Collects fares in accordance with agency policy • Familiar with Shoreline Metro Employee Manual and Procedures • Attempts to handle minor non-threatening rule violations • Responds verbally to complaints • Attempts to defuse minor arguments • Determines when to call for assistance • Maintains control of the vehicle • Reports all safety incidents to Supervisor on duty • Completes all necessary safety related reports
Maintenance Staff	4 Full-Time Mechanics	Mechanic performs major running repairs of buses. Fully qualified and completely capable of repairing, maintaining, and rebuilding all parts of all equipment.	• Maintains a safe working environment • Adheres to all safety policies and procedures • Responsible for repair of vehicle components, including engine and transmission rebuilds • Conducts all levels of inspections • Assists in all aspects of repair and maintenance work • Makes bus assignments (if needed) • Maintains a safe working environment and adheres to all safety policies and procedures • Makes road calls • Tire changes and repairs • Brake relines • Driver reported defects • Supervises bus-washing activities

Appendix B: Safety Assessment and System Review

Completed by: Derek Muench/Bud Schultz		Last Updated: May 10, 2022			
SECTION	**REVIEW QUESTIONS**		**YES**	**NO**	**N/A**
Safety Policies:	• Are all safety policies up to date and reviewed?		X		
	• Is a Public Transit Agency Safety Plan (PTASP) or any other System Safety Plan written for the transit system?		X		
	• Is the Drug and Alcohol Policy current and up to date?		X		
New Hire Employee Files:	• Was there a structured interview conducted and documented?		X		
	• Is the applicant asked questions relating to previous experience with drug and alcohol testing?		X		
	• Is the offer of employment documented in writing?		X		
	• Is there a pre-employment drug screen?		X		
	• Is there a pre-employment physical exam?		X		
	• Are safety sensitive responsibilities outlined in the job description?		X		
	• Is there a completed Substance Abuse Policy and Drug Free Workplace Policy Acknowledgment form?		X		
	• Is there a Current Policies and Procedures Acknowledgment Form?		X		
Post Hire Employee Files:	• Is a current employee roster available?		X		
	• Are the employee files maintained by the transit system?		X		
	• Do existing employee files contain:				
	• Background check?		X		
	• Previous employer request form?		X		
	• Verification of current driver's license and CDL?		X		
	• Current MVR?		X		
	• PARS Reports?		X		
	• Current copy of physical exam certificate?		X		
	• Signed Substance Abuse Policy Acknowledgment?		X		
	• Drug and Alcohol Testing Record with COC and authorization forms?		X		
	• Record of annual supervisor ride checks and evaluations?		X		
Education and Training:	• Are operator certifications current and up to date?		X		
	• Have managers completed Safety Management Systems (SMS) training?			X	
	• Are employees familiar with OSHA topics, including:				
	• Hazard Communication?		X		
	• Emergency Action Planning?		X		
	• Bloodborne Pathogens?		X		

	• Lockout/Tagout?	X		
	• Personal Protective Equipment (PPE)?	X		
	• Injury Prevention Planning?	X		
	• Have all safety sensitive employees received Drug and Alcohol Training?	X		
	• Do new mechanics receive classroom training?	X		
	• Do existing mechanics receive ongoing training?	X		
Safety Meetings:	• Is there an active Safety Committee at the transit agency?	X		
	• Are safety meetings held on a regular basis?	X		
	• Are safety meetings and sign in sheets documented, with publicly posted agendas and minutes?	X		
	• Do senior managers attend safety meetings?	X		
	• Do vehicle operators attend safety meetings?	X		
	• Do mechanics attend safety meetings?	X		
Incident and Accident Investigation Procedures:	• Are policies in place dictating which incidents are reported and which are not?	X		
	• Are incident report forms kept on board the vehicle?	X		
	• Are accident reports completed for all situations?	X		
	• Are incident/accident reports used as pre-accident training material?	X		
	• Are incident/accident reports used as post-accident training material?	X		
	• Are incident/accident reports used to identify potential hazards and analyzed in a Risk Assessment Matrix (RAM)?	X		
	• Are complaint forms kept on all vehicles?*		X	
	• Are all operators provided with safety vests on their vehicles?**		X	
	• Are incident/accident photos taken?	X		
Substance Abuse:	• Is there a current and updated Drug and Alcohol Policy?	X		
	• Do all staff members understand the Drug and Alcohol Policy?	X		
	• Is random testing being completed?	X		
	• Is reasonable suspicion testing being completed?	X		
Facility and Shop Inspections:	• Are monthly facility inspections conducted as scheduled?	X		
	• Are facility inspection forms completed properly?	X		
	• Are unsafe conditions or acts, regarding the facility corrected and documented?	X		
	• Are fire extinguishers up to date with annual servicing requirements?	X		
	• Are fire extinguishers inspected on a monthly basis?	X		
	• Are routine inspections of the fire extinguishers documented?	X		
	• Are eye wash stations available with unobstructed access?	X		
	• Are eye wash stations inspected on a scheduled basis?	X		

	• Is machine guarding in place?	X		
	• Are batteries stored safely?	X		
	• Are all containers marked with the contents clearly identified?	X		
	• Are floors clear of tripping hazards?	X		
	• Are hazardous materials stored safely?	X		
	• Are emergency exits clearly marked?	X		
X	• Are lights out?			X
	• Are jack stands available for use?	X		
	• Are jack stands used whenever a vehicle is elevated on a lift?		X	
	• Is a lock out tag out program in place?	X		
Asset Management (Vehicles):	• Is a current and updated list of vehicles readily available?	X		
	• Is all maintenance activity completed on vehicles tracked?	X		
	• Is a regular maintenance schedule written and followed?	X		
	• Are work order forms, service order forms and parts requested documented?	X		
	• Are vehicle inspection forms completed on a regular basis and available?	X		
	• Are habitual maintenance issues reported to WisDOT?	X		
X	• Are maintenance issues analyzed and used to forecast future vehicle needs?			X
	• Are maintenance issues analyzed and used to identify potential hazards and evaluated in a Risk Assessment Matrix (RAM)?	X		
	• Are pre-trip inspection forms completed daily?	X		
	• Are post-trip inspection forms completed daily?	X		

Item 8.

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Appendix C: Facility Safety and Security Assessment

Completed by: Derek Muench/Bud Schultz	Last Updated: May 10, 2022			

SECTION	REVIEW QUESTIONS	YES	NO	N/A
Buildings and Facility Grounds:	• Are facility grounds randomly and frequently patrolled?	X		
	• Are daily security sweeps conducted?	X		
	• Are smoke/fire/carbon monoxide detectors provided and working?	X		
	• Are distribution and number of keys known and controlled?	X		
	• Are all keys labeled as "DO NOT DUPLICATE"? (**Fob system is used**)			X
	• Are all unoccupied areas locked and secured?	X		
Lighting:	• Is entire perimeter of facility properly illuminated?	X		
	• Is lighting mounted at approximately second story level?	X		
	• Are lights provided over all entrance doors?	X		
	• Is lighting provided in staff parking areas?	X		
Entrance Doors and Windows:	• Are all doors:			
	• Built of commercial grade with metal framing?	X		
	• Outside hinges hidden and protected from vandalism?	X		
	• Provided with a commercial grade, one-sided lock? (**Fob system is used**)	X		
	• Provided with push "panic" bar releases?		X	
	• In case of breakage or opening are all windows and doors connected to a central station alarm?	X		
Electronic Surveillance:	• Is the entire perimeter of facility protected by a CCTV system? (**Transfer station yes, garage no**)		X	
	• Is this system monitored by management and/or a security company?	X		
	• Is this system always on or activated by motion sensors?	X		
Non-Employee Access:	• Is access restricted to persons without proper credentials and clearance?	X		
	• Are supply deliverers required to show proper I.D. and sign-in a log book?		X	
	• Are all non-employees accompanied and/or observable at all times?	X		
Surrounding Environment:	• Are there other non-City/County buildings connected to the facility that may be vulnerable to unauthorized entry to City/County property?		X	
	• Are all utility components (power transformers, back-up generators) protected and secured from vandalism or attack?	X		
	• Are all outdoor storage areas adequately lighted and secured?	X		

Material Storage:	• Are all hazardous and flammable materials properly identified?	X		
	• Are all materials properly labeled, stored, and secured?	X		
Forms and Written Plans:	• Are emergency numbers (police, fire, ambulance, FBI) current and prominently displayed at each phone? (911)		X	
	• Is a Chain of Command and emergency call list prominently displayed?	X		
	• Are employees trained and checklists provided on how to handle a physical threat or incident called in on the phone?	X		
Evacuation Plan/ Procedures:	• Are there evacuation plans for this facility?	X		
	• Are staff members trained on this plan?	X		
	• Are primary & alternate assembly areas identified, validated, and coordinated with the County Emergency Management Office?	X		
	• Have primary & alternate assembly areas and evacuation sites/routes been verified & coordinated with appropriate agencies?	X		
	• Has the Emergency Evacuation Plan been reviewed, coordinated, and briefed to staff as appropriate?	X		
Training:	• Is an orientation program in place for each new staff member?	X		
	• Do all staff members receive safety and security training appropriate to their position and level of responsibility?	X		
	• Are periodic safety and security training and briefings completed with staff?	X		
	• Do all new staff members receive briefings on the City/County Evacuation Plan, the Disaster Preparedness Plan, and other security policies and procedures?	X		
Administrative Procedures:	• Is a record of emergency data on file for each staff?	X		
	• Have incident reporting format and procedures been established and staff briefed on them?	X		
	• Are all incident reports treated with confidentiality and transmitted by secure means to the appropriate City/County department?	X		
	• Are background checks conducted and verified on all prospective new hires?	X		
Cash Handling and Transfer:	• Has a secure method for cash receipt, transfer, and storage been established and have appropriate staff members been trained?	X		
	• Is cash transported by at least two individuals with cash divided between them?		X	
	• Do all staff members understand that in the event of a robbery they should never risk their lives to protect cash or other valuables?	X		
Fire and Electrical Safety:	• Are fire extinguishers installed in all appropriate locations?	X		
	• Are smoke and heat detectors installed, at least one on each floor?	X		
	• Is a first aid kit present and maintained?	X		
	• Are all electrical devices, outlets, circuit breakers and cords free of damage that may pose a shock hazard?	X		
	• Are all electrical circuit, gas, and telephone boxes, if accessible from the outside, locked to prevent tampering?	X		
	• Do any non-employees have access from outside the building to any fire escapes, stairways, and/or the roof?		X	
	• Are all outdoor trash containers and storage bins located away from the building in the event of a fire?	X		

Appendix D: Risk Assessment Matrix

Appendix D included as an attachment to this document.

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Appendix E: Hazard Identification and Risk Assessment Log

SHORELINE METRO
HAZARD ASSESSMENT LOG

This form can be used to provide a record of identified hazards and actions taken to eliminate or mitigate the risks associated with it. The recommended action should be associated with a specified individual (i.e. a supervisor, manager, or front-line personnel), and must include a target date for completion. As a rolling log, entries for identified hazards and their associated mitigations should never be removed, even after required action(s) is completed. Any related forms, logs, or records should be retained permanently. [Blue text is a sample entry]

Completed by: Derek Muench/Bud Schultz	Last Updated: May 10, 2022

Risk Type	Risk Description	Current Measures to Reduce Risk	Risk Rating Likelihood	Risk Rating Severity	Risk Rating Value (Likelihood x Severity)	Further Action Required to Reduce Risk	Staff Responsibility
Human Error (SAMPLE)	Non-compliance with agency maintenance protocol	• Minimum competency requirements • Effective safety culture in agency (maintenance department) • Effective task planning • Availability of procedures • Procedure reviews and simplification into tasks • Recurrent training	5	4	20	• Introduce compliance monitoring • Effective supervision including work compliance assessment • Competency assessments • Maintenance policy to reinforce need for compliance	• Safety Assurance • Line Manager • Maintenance Manager
		•				•	•
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Appendix F: Prioritized Safety Risk Log

SHORELINE METRO
PRIORITIZED SAFETY RISK LOG

This form is used to organize identified safety risks facing Shoreline Metro. The log should be updated frequently to demonstrate continual progress towards risk reduction through mitigation strategies. A timeline is used to highlight projected completion dates. [Blue text is a sample entry]

Completed by: Derek Muench/Bud Schultz	Last Updated: May 10, 2022

Priority	Risk Description	Planned Mitigation Strategies	Outcomes of Planned Mitigation Strategies	Responsible Staff	Timeline	Status
1 [SAMPLE]	Non-compliance with agency maintenance protocol	• Introduce compliance monitoring • Effective supervision including work compliance assessment • Competency assessments • Maintenance policy to reinforce need for compliance	•	• Safety Assurance • Line Manger • Maintenance Manager	• Begin January 2020 • Complete August 2020	Open
2		•	•	•	•	
3		•	•	•	•	
4		•	•	•	•	
5		•	•	•	•	
6		•	•	•	•	
7		•	•	•	•	
8		•	•	•	•	
9		•	•	•	•	
10		•	•	•	•	

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Appendix G: Safety Performance Matrix

Completed by: Derek Muench/Bud Schultz	Last Updated: May 10, 2022

GOAL 1: SMS TO REDUCE CASUALTIES/OCCURRENCES

Shoreline Metro will utilize a safety management systems framework to identify safety hazards, mitigate risk and reduce casualties and occurrences resulting from transit operations.

OBJECTIVE/OUTCOME	METRICS	BASELINES	TARGETS
Reduce the number of reportable fatalities	Total number of reportable fatalities	Average Reportable Fatalities: 2015 – 2019: Fixed-Route = 0.0 Paratransit = 0.0	2020 number of reportable fatalities targets: Fixed-Route = 0.0 Paratransit = 0.0
	Rate of reportable fatalities per 100,000 vehicle revenue miles	Rate of Reportable Fatalities: 2015 – 2019: Fixed-Route = 0.000 Paratransit = 0.000	2020 rate of reportable fatalities targets: Fixed-Route = 0.000 Paratransit = 0.000
Reduce the number of reportable injuries	Total number of reportable injuries	Average Reportable Injuries: 2015 – 2019: Fixed-Route = 0.2 Paratransit = 0.0	2020 number of reportable injuries targets: Fixed-Route = 0.2 Paratransit = 0.0
	Rate of reportable injuries per 100,000 vehicle revenue miles	Rate of Reportable Injuries: 2015 – 2019: Fixed-Route < 0.001 Paratransit = 0.000	2020 rate of reportable injuries targets: Fixed-Route < 0.001 Paratransit = 0.000
Reduce the number of reportable safety events	Total number of reportable safety events	Average Reportable Safety Events: 2015 – 2019: Fixed-Route = 25.4 Paratransit = 6.0	2020 number of reportable safety event targets: Fixed-Route = 24.1 Paratransit = 5.7
	Rate of reportable safety events per 100,000 vehicle revenue miles	Rate of Reportable Safety Events: 2015 – 2019: Fixed-Route = < 0.001 Paratransit < 0.001	2020 rate of reportable safety event targets: Fixed-Route < 0.001 Paratransit < 0.001
Reduce mean distance between major mechanical failures	Average distance between major mechanical failures (Miles)	Average Distance Between Major Mechanical Failures: 2015 – 2019 (Miles): Fixed-Route = 349,348 Paratransit = 392,429	2020 average distance between major mechanical failures: Fixed-Route = 366,815 Paratransit = 412,050
Increase assessment and analysis of existing personnel, equipment and procedures to identify and mitigate any potential safety hazards	Number of safety audits, inspections or assessments completed per specified period of time	Some 63 safety audits, inspections or assessments were completed in 2019	Complete an average of two safety audits, inspections, or assessments per driver in 2021
Develop a corrective action plan and mitigation strategies to address identified hazards	Percent of corrective action strategies completed per specified period of time	Develop a corrective action plan and mitigation strategies to address identified hazards in the previous objective/outcome in 2021	Beginning in 2022, complete all preventable corrective action strategies identified in the plan each year

GOAL 2: CULTURE

Shoreline Metro will foster agency-wide support for transit safety by establishing a culture where management is held accountable for safety and everyone in the organization takes an active role in securing transit safety.

OBJECTIVE/OUTCOME	METRICS	BASELINES	TARGETS
Maintain a dedicated staff person as the Transit Agency Safety Officer to manage the agency's transit safety program	Number of years of transit safety experience	Have a Transit Agency Safety Officer with at least eight years of overall transit experience and at least two years of transit safety experience manage Shoreline Metro's transit safety program	Have a Transit Agency Safety Officer with at least eight years of overall transit experience and at least two years of transit safety experience manage Shoreline Metro's transit safety program
Continue to hold regular transit safety meetings comprised of staff at varying levels, including executives, officers, managers, operators and maintenance personnel	Number of meetings per specified period of time or number of additional meetings following each incident/occurrence	Hold meetings quarterly (or more frequently as needed)	Hold meetings quarterly (or more frequently as needed)
Increase the reporting of near miss occurrences and incidents that would otherwise go unreported	Number of near miss occurrences/incidents reported per specified passenger-miles traveled or per specified period of time	Not collected at this time; will be collected for the first time over calendar year 2021 and will be reported in a future PTASP	Target will be established beginning with the 2022 PTASP
Continue to provide employee safety training opportunities and attendance	Number of employee safety training sessions completed per specified period of time	Training sessions were held quarterly (or more frequently as needed) in 2019	Hold training sessions quarterly (or more frequently as needed)
Continue distribution of safety material amongst employees and the general public	Number of manuals, newsletters, brochures, posters or campaigns distributed per specified period of time	Safety materials are evaluated and provided as needed	Safety materials to be provided will be evaluated on an annual basis

GOAL 3: SYSTEMS/EQUIPMENT:

Shoreline Metro will provide a safe and efficient transit operation by ensuring that all vehicles, equipment, and facilities are regularly inspected, maintained and serviced as needed.

OBJECTIVE/OUTCOME	METRICS	BASELINES	TARGETS
Continue scheduled preventative maintenance on revenue vehicles	Timeliness of preventative maintenance inspections on revenue vehicles completed per Federal Transit Administration (FTA) standards	Preventative maintenance inspections on revenue vehicles will be completed in accordance with FTA standards	Meet or exceed the FTA standards for preventative maintenance inspections on revenue vehicles
Continue scheduled preventative maintenance on equipment	Timeliness of preventative maintenance inspections on equipment per FTA standards	Preventative maintenance inspections on equipment will be completed in accordance with FTA standards	Meet or exceed the FTA standards for preventative maintenance inspections on equipment
Continue scheduled preventative maintenance on ADA equipment	Timeliness of preventative maintenance inspections on ADA equipment per FTA standards	Preventative maintenance inspections on ADA equipment will be completed in accordance with FTA standards	Meet or exceed the FTA standards for preventative maintenance inspections on ADA equipment
Continue scheduled preventative maintenance on facilities	Timeliness of preventative maintenance inspections and repairs on facilities	Preventative maintenance inspections will be completed regularly, with repairs made timely and in accordance with all FTA requirements	Preventative maintenance inspections will be completed regularly, with repairs made timely and in accordance with all FTA requirements

Item 8.

Appendix H: Safety Performance Outline

This form allows Shoreline Metro to organize, monitor, and evaluate identified safety goals and objectives/outcomes.

Completed by: Derek Muench/Bud Schultz   **Last Updated: May 10, 2022**

GOAL 1: SMS TO REDUCE CASUALTIES/OCCURRENCES
Shoreline Metro will utilize a safety management systems framework to identify safety hazards, mitigate risk and reduce casualties and occurrences resulting from transit operations.

1. Objective/Outcome:
Reduce the number of reportable fatalities
> a. *Metric: Number and rate (per 100,000 vehicle revenue miles) of reportable fatalities*
> b. *Baseline: Average reportable fatalities: 2015 – 2019: Fixed-Route = 0.0, Paratransit = 0.0*
> *Rate of reportable fatalities: 2015 – 2019: Fixed-Route = 0.000, Paratransit = 0.000*
> c. *Targets: Maintain average reportable fatalities for both fixed-route and paratransit at 0.0, and maintain the rate of reportable fatalities for both fixed-route and paratransit at 0.000*

2. Objective/Outcome:
Reduce the number of reportable injuries
> a. *Metric: Number and rate (per 100,000 vehicle revenue miles) of reportable injuries*
> b. *Baseline: Average reportable injuries: 2015 – 2019: Fixed-Route =0.2, Paratransit = 0.0*
> *Rate of reportable injuries: 2015 – 2019: Fixed-Route = < 0.001, Paratransit = 0.000*
> c. *Targets: Maintain average reportable injuries and the rate of reportable injuries at the low 2015 – 2019 levels for both fixed-route and paratransit.*

3. Objective/Outcome:
Reduce the number of reportable safety events
> a. *Metric: Number and rate (per 100,000 vehicle revenue miles) of reportable safety events*
> b. *Baseline: Average reportable safety events: 2015 – 2019: Fixed-Route = 25.4, Paratransit = 6.0*
> *Rate of reportable safety events: 2015 – 2019: Fixed-Route < 0.001 , Paratransit < 0.001*
> c. *Targets: Reduce average reportable safety events by 5 percent over 2015 – 2019 levels (Fixed-Route = 24.1, Paratransit = 5.7), but maintain the rate of reportable safety events at the low 2015 – 2019 levels for both fixed-route and paratransit.*

4. Objective/Outcome:
Reduce mean distance between major mechanical failures
> a. *Metric: Average distance between major mechanical failures (Miles)*
> b. *Baseline: Average distance between major mechanical failures: 2015 – 2019 (Miles):*
> *Fixed Route = 349,348, Paratransit = 392,429*
> c. *Targets: Increase the average distance between major mechanical failures by 5 percent over 2015 – 2019 levels (Fixed-Route = 366,815, Paratransit = 412,050)*

5. Objective/Outcome:
Increase assessment and analysis of existing personnel, equipment and procedures to identify and mitigate any potential safety hazards
> a. *Metric: Number of safety audits, inspections or assessments completed per specified period*
> b. *Baseline: Some 63 safety audits, inspections or assessments were completed in 2019*
> c. *Target: Complete an average of two (2) safety audits, inspections or assessments per driver in 2021*

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6. Objective/Outcome

Develop a corrective action plan and mitigation strategies to address identified hazards

    a. Metric: Percent of corrective action strategies completed per specified period of time

    b. Baseline: Develop a corrective action plan and mitigation strategies to address identified hazards in the previous objective/outcome in 2021

    c. Target: Beginning in 2022, complete all preventable corrective action strategies identified in the plan each year

GOAL 2: CULTURE

Shoreline Metro will foster agency-wide support for transit safety by establishing a culture where management is held accountable for safety and everyone in the organization takes an active role in securing transit safety.

1. Objective/Outcome:

Maintain a dedicated staff person as the Transit Agency Safety Officer to manage the agency's transit safety program

    a. Metric: Number of years of transit safety experience

    b. Baseline: Have a Transit Agency Safety Officer with at least eight years of overall transit experience and at least two years of transit safety experience manage Shoreline Metro's transit safety program

    c. Target: Have a Transit Agency Safety Officer with at least eight years of overall transit experience and at least two years of transit safety experience manage Shoreline Metro's transit safety program

2. Objective/Outcome:

Continue to hold regular transit safety meetings comprised of staff at varying levels, including executives, officers, managers, operators and maintenance personnel

    a. Metric: Number of meetings per specified period of time or number of additional meetings following each incident/occurrence

    b. Baseline: Hold meetings quarterly (or more frequently as needed)

    c. Target: Hold meetings quarterly (or more frequently as needed)

3. Objective/Outcome:

Increase the reporting of near miss occurrences and incidents that would otherwise go unreported

    a. Metric: Number of near miss occurrences/incidents reported per specified passenger-miles traveled or per specified period of time

    b. Baseline: Not collected at this time; will be collected for the first time over calendar year 2022 and will be reported in a future PTASP

    c. Target: Target will be established beginning with the next PTASP

4. Objective/Outcome:

Continue to provide employee safety training opportunities and attendance

    a. Metric: Number of employee safety training sessions completed per specified period of time

    b. Baseline: Training sessions were held quarterly (or more frequently as needed) in 2019

    c. Target: Hold training sessions quarterly (or more frequently as needed)

5. Objective/Outcome:
Continue distribution of safety material amongst employees and the general public
>   a. *Metric: Number of manuals, newsletters, brochures, posters or campaigns distributed per specified period of time*
>   b. *Baseline: Safety materials are evaluated and provided as needed.*
>   c. *Target: Safety materials to be provided will be evaluated on an annual basis.*

GOAL 3: SYSTEMS/EQUIPMENT:
Shoreline Metro will provide a safe and efficient transit operation by ensuring that all vehicles, equipment and facilities are regularly inspected, maintained and serviced as needed.

1. Objective/Outcome:
Continue scheduled preventative maintenance on revenue vehicles
>   a. *Metric: Timeliness of preventative maintenance inspections on revenue vehicles completed per Federal Transit Administration (FTA) standards*
>   b. *Baseline: Preventative maintenance inspections on revenue vehicles will be completed in accordance with FTA standards*
>   c. *Target: Meet or exceed the FTA standards for preventative maintenance inspections on revenue vehicles*

2. Objective/Outcome
Continue scheduled preventative maintenance on equipment
>   a. *Metric: Timeliness of preventive maintenance inspections on equipment per FTA standards*
>   b. *Baseline: Preventative maintenance inspections on equipment will be completed in accordance with FTA standards*
>   c. *Target: Meet or exceed the FTA standards for preventative maintenance inspections on equipment*

3. Objective/Outcome
Continue scheduled preventative maintenance on ADA equipment
>   a. *Metric: Timeliness of preventative maintenance inspections on ADA equipment per FTA standards*
>   b. *Baseline: Preventative maintenance inspections on ADA equipment will be completed in accordance with FTA standards*
>   c. *Target: Meet or exceed the FTA standards for preventative maintenance inspections on ADA equipment*

4. Objective/Outcome
Continued scheduled preventative maintenance on facilities
>   a. *Metric: Timeliness of preventative maintenance inspections and repairs on facilities*
>   b. *Baseline: Preventative maintenance inspections will be completed regularly, with repairs made timely and in accordance with all FTA requirements*
>   c. *Target: Preventative maintenance inspections will be completed regularly, with repairs made timely and in accordance with all FTA requirements*

PTASP Acknowledgment Form

I acknowledge that I have received a copy of the Shoreline Metro Public Transportation Agency Safety Plan on the date indicated below. I understand that I am responsible for being familiar with and complying with the policies of the City of Sheboygan and Shoreline Metro.

I agree it is my responsibility to speak to a Supervisor immediately, if I have questions or need clarification.

_____

Print Employee Name

_____

Signature of Employee

_____

Date

Prepared by:
Bay-Lake Regional Planning Commission
1861 Nimitz Drive
De Pere, WI 54115

Commissioners

Brown County

Vacant

Door County

Vacant

Florence County

Larry Neuens

Edwin Kelley

Rich Wolosyn

Kewaunee County

Tom Romdenne

Mary Ellen Dobbins

Donna Thomas

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Greg Grotegut

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Thomas Mandli

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Oconto County

Dennis Kroll

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Managerial Assistant

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Economic Development Planner

*Project Contributors

**Chairperson

***Vice-Chairperson

****Secretary/Treasurer

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SHORELINE
METRO

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Regional Planning ▮ Commission | Since 1

CITY OF SHEBOYGAN

REQUEST FOR TRANSIT COMMISSION CONSIDERATION

ITEM DESCRIPTION: 9. Parking Fares and Fees (HotSpot Implementation)

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

REPORT DATE: 5/11/22   **MEETING DATE:** 5/17/22

FISCAL SUMMARY: **STATUTORY REFERENCE:**

Budget Line Item:	N/A		Wisconsin	N/A
Budget Summary:	N/A		Statutes:	
Budgeted Expenditure:	N/A		Municipal Code:	N/A
Budgeted Revenue:	N/A			

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 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. Fare is no longer sold by drivers as a way to improve safety and limit exposure. 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.

The Transit Commission approved the agreement with HotSpot Parking at the March meeting. Implementation for the transit application is currently underway. The Transit Commission must now decide the fees associated with meter (hourly) and permit (monthly) fees for the implementation of the parking application.

STAFF COMMENTS:

Staff recommends the commission consider an increase to meters with this added flexibility and convenience. In 2018, the Parking Utility made significant changes to parking and added several convenience features. A rate increase accompanied those changes from $0.30 per hour to the current $0.50 per hour. While there is no fee charged to the city for each transaction, there is a 2.99 percent credit card processing fee per transaction, or roughly $0.02 per hour of parking. The customer would pay $0.20 per transaction making their hourly parking up to $0.70 per hour.

1

Here is an overview of the costs of this program:

Mobile Parking Application	*Cost to the City:* $ 0.00 **Convenience Fee,** *Paid by the Parker* $ 0.20 per parking session <u>OR</u> **Membership fee**, *Paid by the Parker* $ 2.00/month <u>OR</u> $ 20.00/year	**Note:** 2.99% credit card processing fee to digitally remit parking revenue (hard cost).
Fast Tap Signage	*Cost to the City:* *$250.00 per sign* *(Up to Five (5) signs provided at no cost to City)* *Convenience Fee (paid by the user):* *$ 0.35 per transaction*	**Note: 2.99% credit card processing fee to digitally remit parking revenue (hard cost).**

Fast-type payments are similar to the "tap-and-pay" options at stores with a mobile device (Apple or Google Pay). There is a $0.35 per transaction charge to the customer.

Here's a rough estimated breakdown of meter fees and revenue for consideration:

Remain at $0.50 Per Hour

Payment Type	Cost per Hour	Customer Fee	Cost to City	TOTAL CUSTOMER	CITY REV
Mobile App Payment	$0.50	$0.20	$0.02	Up to $0.70 per hour	$0.48 per hour
Tap N Pay	$0.50	$0.35	$0.02	Up to $0.85 per hour	$0.48 per hour

Increase to $0.75 Per Hour

Payment Type	Cost per Hour	Customer Fee	Cost to City	TOTAL CUSTOMER	CITY REV
Mobile App Payment	$0.75	$0.20	$0.025	Up to $0.90 per hour	$0.475 / hr
Tap N Pay	$0.75	$0.35	$0.025	Up to $1.10 per hour	$0.475 / hr

Permit fees will be much more significant with the credit card transactions:
- $25 per month (avg permit fee) = $0.75 in fees paid by City per month per permit or roughly $9.00 per year per permit;
- 400 annual permits = $3,600
- Current tiers for permits are:
    - On-Street: $20 per month
    - Tier A: $35 per month
    - Tier B: $30 per month
    - Tier C: $25 per month
    - Tier D: $10 per month

Some things for the commission to consider when deciding on fee increases:
- Labor/benefit costs continue to increase (cost of doing business);
- Contracted services (snow plow, flowers, lot maintenance) continue to increase (cost of doing business);
- Revenues offset assessments in PAD 1 and enable services in Parking Admin;
- Added convenience has a "value" to customers;
  - Fast Tap signs are $250 a sign (we estimate a significant number of signs to be purchased and used in parking lots and some streets);
  - Pay by the hour could be applied to each individual parking lot (including currently "reserved" only lots);
- Credit card fees will reduce revenues ($3,000 for every $100,000);
- Last increase was 2018 (previously it was over 20 years);
- Other municipality hourly rates:
  - Green Bay - $0.85 per hour
  - Appleton - $0.50 per hour
  - Wausau - $1.00 per hour
  - Madison - $2.00 per hour
  - Hudson - $0.50 per hour
  - Lake Geneva - $2.00 per hour

Please see the attached Software License and Agreement for more information on the conveniences and features of HotSpot Parking.

Commission should have discussion here on monthly permit fees and meter fees.

ACTION REQUESTED:
Staff recommends and supports an increase to the hourly parking rate for meters and lots to be $0.75 per hour. Staff further recommends and supports an increase to parking permits to at least cover costs of "doing business" (fees).

ATTACHMENTS:
I.   Software License and Service Agreement

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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 (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:

Provider Legal Name: City of Sheboygan	**Contact:** Derek Muench
Email: derek.muench@shorelinemetro.com	**Phone:** (920) 459-3140
Provider Contact Address: 828 Center Ave, Sheboygan, WI 53081, United States	**Provider Billing Address**: 828 Center Ave, Sheboygan, WI 53081, United States
Effective Date: February 1, 2022	
Description of Services: HotSpot will provide services described in Hotspot System Overview and elsewhere in this Agreement (the "**Services**") and license all software, including all web and mobile applications and related documentation (the "**Software**") necessary for Provider to operate: A transient payment for parking ("**TPP**") 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 "**Premises**") through a web based service. 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 "**Premises**") through a web-based service.	

Governing State Law:	Wisconsin
Merchant of Record:	HotSpot Parking
Credit Card Processing Fee:	2.99% for Parking 3.5% for Transit No additional gateway fees apply

Cost:

HotSpot Price Breakdown

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

Signature: _____

Title:

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's 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 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% 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, 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

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

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 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 part 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, 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.

EXHIBIT B

HOTSPOT SYSTEM OVERVIEW

Parking System Overview

HotSpot Parking is an application that operates a license plate based system that allows users the option to pay for parking directly from their phone. Users upload a balance to a virtual wallet, which was introduced to cut down on processing fees from credit cards through a single transaction. The user then draws down on this balance and makes digital payments to the city in exchange for parking services provided.

Once an officer finds a vehicle suspected of infraction; using the enforcement hand-held they simply key in or scan the license plate and it returns "PAID" alerting them the driver has paid through HotSpot. HotSpot can integrate with existing handheld providers or provide a device for a nominal fee.

As a convenience fee for the service, HotSpot charges the driver a simple $2.00 monthly fee, $20.00 yearly ($18 for CAA members) or the option to pay $0.20 per parking session[1]. The membership structure encourages the most active users (those who park daily) to opt into a flat fee rather than a fee on each use. The pay per transaction model becomes expensive to frequent parkers but still provides a convenient, touch-free option to those that park less.

- **HotSpot is the only company that provides a membership option in addition to a pay per use model to reduce costs to the user.**

- **HotSpot notifies users when they are about to spend more than $2.00 a month on fees and encourages the user to opt into the flat fee structure.**

HotSpot provides a single application that allows the user to pay for parking, offering an additional contactless method of purchase accessible on all parking infrastructure supplied by the city, including gates and zoned pay stations. All funds collected from the parking system are remitted to the city, minus a flat 2.99% credit card transaction fee.

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[1] State taxes are not included, and do apply.

Advantages

- **Touch-Free Solutions:** Contactless and convenient option to purchase parking for safer, easier payments. No need to touch pay stations or kiosks!

- **Remote Top-Ups:** Top-up your parking session while on the go, directly from your mobile phone. Data shows these quick, easy mobile top-ups can increase user compliance.

- **Increased Revenues:** Providing more ways to pay means more revenue through customer convenience.

- **Cost Savings:** HotSpot's digitized, automated solution translates to less paper usage and less coin collecting, reducing operational costs for the city.

Features

We are continuously innovating, growing, and improving our feature set, which include:

In-App Ticket Payments: We have all been guilty of it: getting parking tickets and pushing them aside until the very last minute, which may result in increased fines or a trip to the courthouse. Now, using HotSpot you can simply snap a photo, enter the ticket payment amount and we will take care of the rest.

Real-time Parking Availability: The ability to see in advance of arrival where parking is available is a huge advantage and provides peace of mind for anyone looking to park and be on their way. This has been an extremely well received feature for all stakeholders.

Parking Extender: Parking extender is activated when you may be multitasking (in a meeting, enjoying lunch, etc.) and forget to top up your HotSpot Parking. HotSpot will automatically do so to avoid getting a parking ticket.

Refund Parking: HotSpot allows users to refund their parking if they do not use it all. This was introduced with the cities' consensus and allows users to move from one spot to the next without getting a ticket. This increases compliance without negatively affecting revenue generation.

Ticket Resolution: Most problems in life come down to an error in communication. If a driver feels they were issued a parking ticket when they should not have been, the HotSpot team will investigate the issue and aim to resolve it as quickly as possible. Snap a photo of the ticket, and we will work one on one with the user to either educate or resolve.

Merchant Validation: In our opinion, local businesses trump box stores with their ability to offer a personalized, authentic experience to their valued customer. Using our merchant validation, retail outlets can validate customers' parking.

Community-Wide Use: Working with the city and private partners HotSpot provides a single application that can be used at universities, hospitals, private operators and airports within cities at no cost.

Find-Your-Car: For those long days where seemingly simple reminders are the most important, the HotSpot app will locate your vehicle on a map and get you back on track and on the road.

Corporate Accounts: For companies that have multiple vehicles on the road we provide corporate accounts to centralize billing for the customer, track staff usage and streamline payments, while providing increased compliance for the city.

Snow Alerts: North American cities typically have the need for overnight parking bans throughout the year, especially in winter. HotSpot can automatically alert all app users of parking bans in real time through push or text notification.

Permit Program: HotSpot provides a complete digital permit solution to allow users to register vehicles for any permitted areas to increase convenience for enforcement and customers. These virtual parking permits can be purchased through the application or dashboard.

Gated and Private Lot Operators: HotSpot also works with private lot operators to provide a single solution for transient and permit parkers, using innovative NFC tap technology compatible with any gated system.

Bilingual: All of HotSpot's technology is fully French and English to the standard dictated by the region and dynamically adjusts to the user's phone settings.

Emailed Receipts: HotSpot emails receipts to users in real time to keep track of payments and declined transactions.

Fast Tap Signs: HotSpot has one of the world's first virtual parking meters, no app required. Simply tap your Android or iPhone on the built-in NFC chip, or take a photo of the QR code on a customized Fast Tap sign and start a parking session without use of the app.

Multiple Payment Options: HotSpot provides multiple payment options through most major credit cards, debit visa, Amex, Apple Pay, and Google Pay. Through our payment process there is no need to update your card. When it expires, our system will automatically make the adjustment!

United Way Partnership: HotSpot's charity of choice is the United Way. HotSpot provides two options to donate through direct donation or donating your refunded amount to the local United Way. Partner municipalities can choose alternate local or regional charities to give back to.

24/7 Bilingual Customer Support: 365 days a year, our dedicated customer support team is ready to answer your questions. Whether you need assistance with your account, parking session or transaction history we are here and happy to help.

Businesses

HotSpot has been built around the concept of "People do not go downtown to park; they go downtown to do business". That is why from day one HotSpot has had a tool to help businesses serve their customers better.

Parking Validation: Through our NFC Tap system businesses can validate someone's parking by simply tapping their phone.

Parking Extender: If a customer is validated while in-store they will automatically have parking added vs. getting a ticket and can stay past the meter maximum by up to 1 hour. (city approval required)

Realtime Parking: Helping patrons get downtown is the name of the game. HotSpot provides integration for local businesses to show nearby parking spots to help patrons arrive quickly and efficiently.

Municipality

Over the last eight years, we have worked with the municipalities in our network on a one-on-one basis to build out features that help work for the Municipality to better collect revenue and service their residents:

Revenue Reporting: HotSpot reports in real-time the parking that user's use on a weekly, monthly, and yearly basis.

Enforcement Monitoring: HotSpot also provides real-time information on the officers and parking checks being performed. This allows the Municipality to monitor the activities of their agents.

Spot Updating: If you change your rates or meter numbers you can update it to our database directly. (Don't worry, we double check it for typos.)

Ticket Resolution: HotSpot provides a completely secure way for users to submit tickets for re-examination. Once a decision is made by HotSpot and the Municipality reviews, the Municipality can email the parker directly without disclosing any personal information. It's a smooth system.

Citizen Alerts: Do overnight parking bans or street closures happen within your community? -HotSpot can automatically alert all app users of parking in real time through push or text notification.

Real-time Parking Availability: The ability to see in advance of arrival where parking is available is a huge advantage and provides peace of mind for anyone looking to park and be on their way. This has been an extremely well received feature for all stakeholders.

Dedicated Account Management: Communication is key. HotSpot keeps in constant contact with our clients to find improvements through monthly check-ins reviewing progress.

Citation Management: Keep track of offences and the vehicle tied to them, through our user-friendly administrator dashboard, in real-time.

Online Citation Payment: HotSpot offers a dedicated, secure web based payment portal that is directly linked to your dashboard offering an additional method of ticket resolution and increased compliance.

Real-time Reporting Dashboard: Make good business and planning decisions based on real community data, from your own neighborhood. Process reports in real-time to analyze changes, follow trends and coordinate administration.

User Roles: HotSpot's dashboard allows a master administrator (or your dedicated account manager) to assign user roles, ensuring that no authorized person will have access to sensitive information including finance, reports or allowable changes.

Internal Auditing: Identified user roles provide an additional security measure by tracking and logging user activity, allowing the ability to monitor void reasons, changes in fine amounts and reconciliation.

Digital Chalking: HotSpot's LPR technology uses digital chalking to make the enforcement process easier and faster. By entering in or scanning a license plate, the system mirrors how an officer would manually chalk a vehicle's tire in order to see how long they've been parked.

How It Works

Signup

Users can sign up for our application on iOS, Android, and Blackberry devices, which will require the following:

- User name
- Unique phone number
- Unique Email
- Password
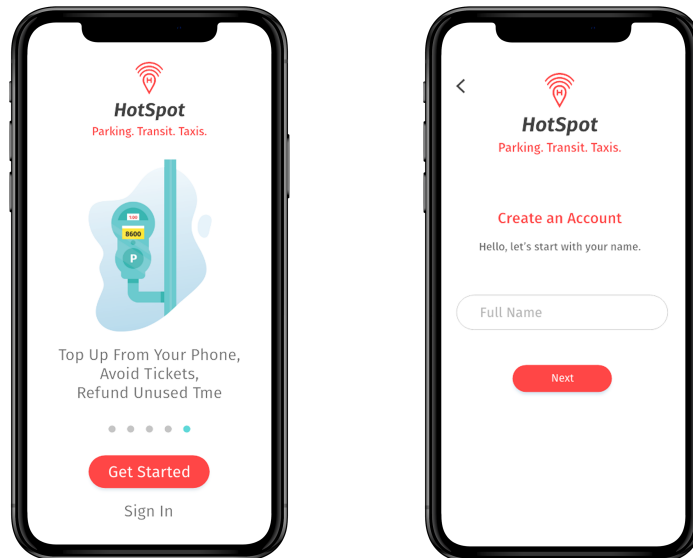
First Session

Upon sign-up , Users can expect to be asked to:

1. Enter their license plate for enforcement;
2. Enter their "Meter number";
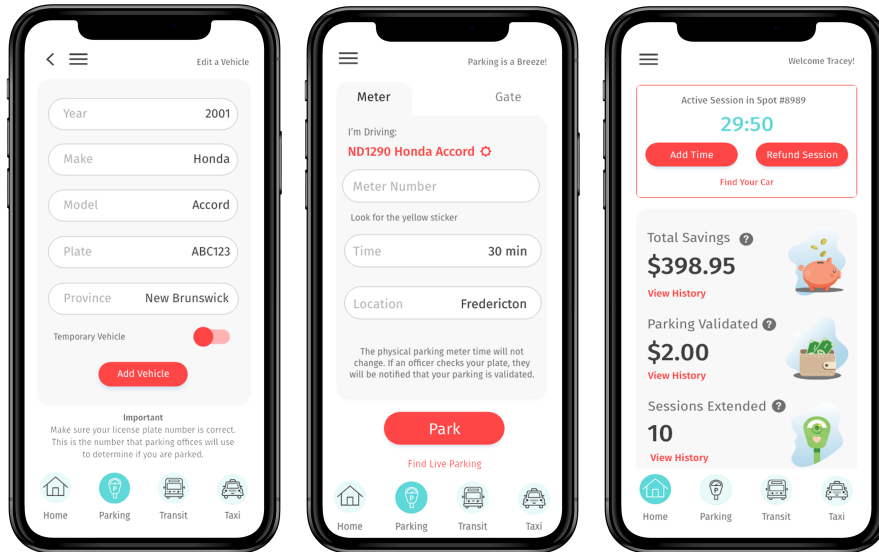
Payment Method

We prompt them to enter a payment method (any major credit cards, visa debit, mastercard debit, visa giftcards, Apple Pay/Google Pay, and AMEX). From here they can add a virtual balance to their wallet which allows the users to draw down from that fund. Typically, funds of $5.00 or $10.00 increments are used to avoid multiple credit card transaction fees.

Time Extensions

The user can then simply add time from their mobile phone without the need to go back and use the pay station. This increases compliance with the existing system, and cuts down on enforcement needs; which provides a better overall experience for the users.

IVR System

HotSpot currently has an IVR system that is operational by phoning the number on the meter.
Please note, you must have an account and be calling from the registered number.
This system works as follows:
- Call the number
- Select option:
  - Speak to customer support
  - Speak to the city's Parking Dept.
  - Use the IVR system.

IVR System	Text System
1. **Recognizing the number, you're calling from.**	1. Text HotSpot your meter number.
2. **Asking for your meter number – user inserts.**	2. Recognizing the number.
3. **Confirming parked vehicle.**	3. System asks to confirm parked vehicle.
4. **Provide one hour of parking.**	4. Provide one hour of parking.
5. **The service then sends text reminders to add time.**	5. Provides text notifications to top up.

The text system is preferred by our user-base and the IVR system is turned off in select cities with calls going direct to the customer support desk.

Web Based Parking

HotSpot also provides a web based version of our application accessible to users through mobile or desktop web browsers. The user can sign in to a web based version of our solution as well as a more desktop friendly account management tool.
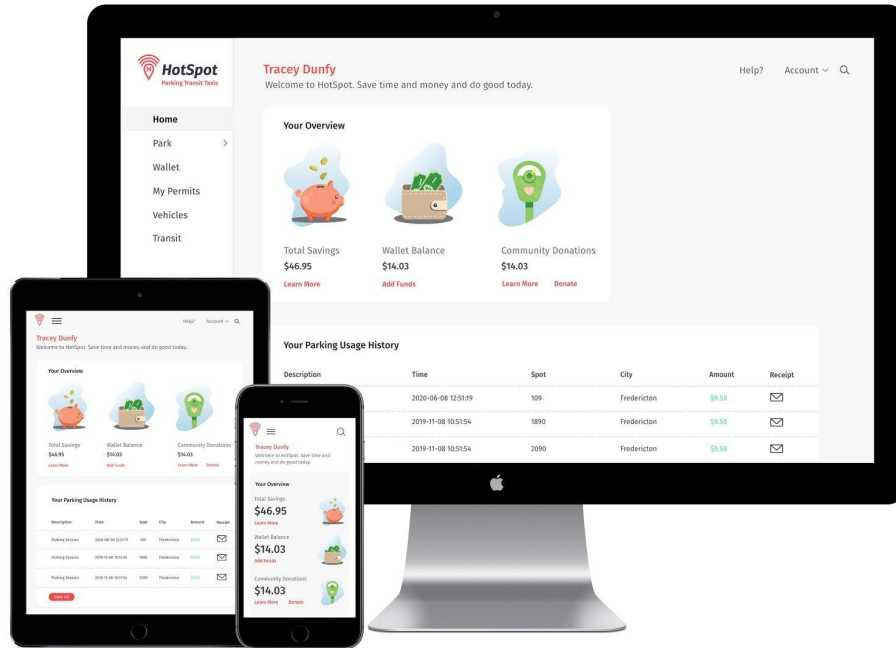
Fast Tap Signs

HotSpot's Fast Tap Signs act just like a pay station to accept digital payments, but without the expensive hardware and operational costs! These signs allow users to pay for parking quickly and efficiently by scanning the QR code - no application download required. Simply approach a fast tap sign and:

- Scan the QR code and a web page will be detected

- Open the webpage and enter:
  - Length of stay
  - License plate
  - Payment choice (Apple Pay, Google Pay, Credit card, Debit Visa)
  - Email for receipts (optional)

- HotSpot will automatically detect the parker's location and process payment (Apple Pay/ Android Pay or credit card) without the need to download another application.
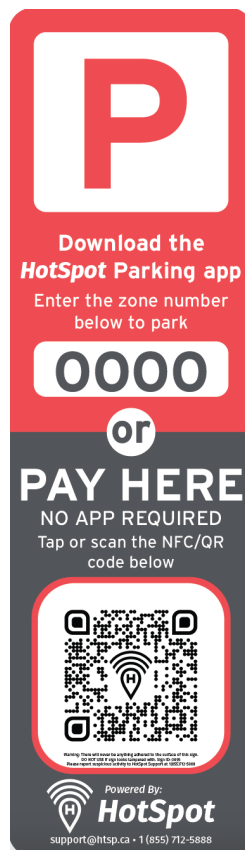
Considerations

The fast tap signs can:

1. Handle special rates and flexibility.
2. Receive email receipts.
3. Integrated with Enforcement License Plate Recognition (LPR)
4. Withstand extreme weather conditions

Benefits

Reduce Costs	• 90% reduction in operational costs and parking infrastructure • No machines to maintain or replace • No need for paper supplies, power, or data charges
Implement Quickly	• Easy to get up and running in your lot • QR-enabled signs can be placed anywhere in your lot. No power required! • Integrates seamlessly with HotSpot's payment system and all current enforcement technology
Make Customers Happy	• No app to download or account to set up • Easier and faster transaction times than meter parking • Better customer experience and more ways to pay • HotSpot members can still pay through mobile app • Scan a QR code and go!
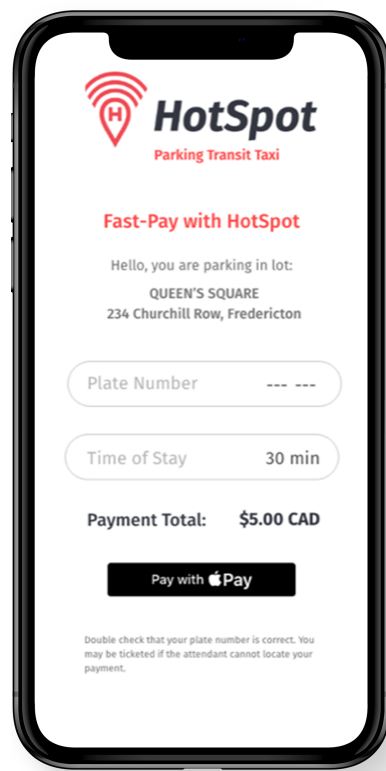
Merchant Validation Overview

HotSpot's Merchant Validation lets users simply tap their phone on an NFC sensor to receive parking validation. This system allows the merchant to load a digital "business" wallet, choose an increment of time to award customers, and is typically performed after the sale of goods.

HotSpot's world class merchant validation system is unique in the flexibility of the solution and the variety of businesses it serves, which includes:

- Restaurants

- Retail

- Offices

- Professional Service / Gyms

HotSpot has been built around the concept of "People do not go downtown to park; they go downtown to do business". That is why from day one HotSpot has had a tool to help businesses serve their customers better.

Advantages

- The Business Owner can set limits on how much parking can be validated per visit or per user.

- The Business Owner can easily manage and track validation usage and set spending limits.

- Increased loyalty to Business Owners.

Features

Parking Validation: Through our NFC Tap system businesses can validate someone's parking by simply tapping their phone.

Parking Extender: If a customer is validated while in-store they will automatically have parking added vs. getting a ticket and can stay past the meter maximum by up to 1 hour. (city approval required)

Realtime Parking: Helping patrons get downtown is the name of the game. HotSpot provides integration for local businesses to show nearby parking spots to help patrons arrive quickly and efficiently.

How it Works

In the proposed solution the user would:

- Start a parking session through their parking app

- Visits HotSpot enabled business

- Taps phone on NFC Sensor

- Instantly receives parking validation

Merchants validate parking with specific criteria:

- The user has parked with HotSpot and has an active session.

- Business Owner wants to validate a customer's parking.

Watch this video for a closer look: : https://vimeo.com/169290562
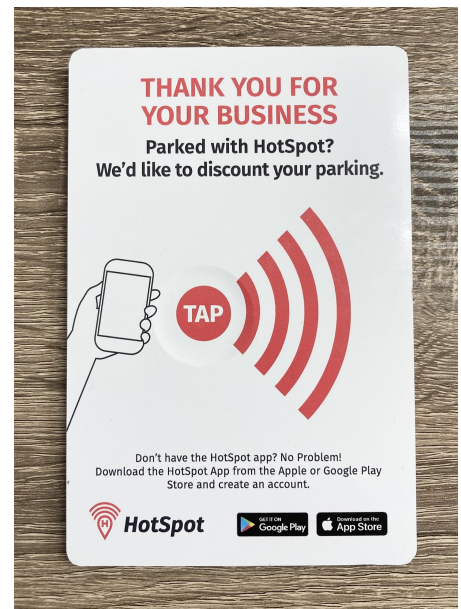
Pricing[2]

HotSpot provides the merchant validation solution as follows:

- $50 yearly for the first mechant validation stand

- $20 yearly for each additional stand required

- A dashboard to add parking credits to give to users at cost

- Signup is done online and the stands are shipped through the mail.

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[2] State taxes are not included, and do apply.

Enforcement Overview

Enforcement of the HotSpot system is 100% license plate-based. This is done through License Plate Recognition technology (LPR) which searches apparently unpaid license plates and relays an audible "Ping" when the user has paid using a red (unpaid) / green (paid) methodology.

Instead of an officer manually entering a license plate into the system, HotSpot built LPR software to allow officers to scan a parker's license plate. Tracking of searches performed by officers can be viewed on HotSpot's Admin dashboard and has been used to monitor officer performance..

HotSpot will also install the "officer app" on the existing handhelds, or provide a device (fees may apply for the provision of a device). This allows officers to dynamically update rates and times if any lots or meters are altered. These changes are to be confirmed by the admin staff through their portal.
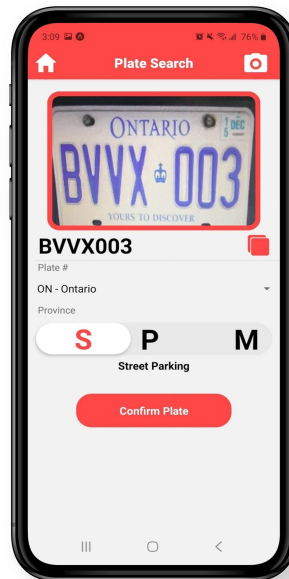
Advantages

- **Increased Efficiency:** LPR software cuts down on time by as much as 40% efficiency for enforcement with a 95% accuracy on scans in the field.

- **Real-time Tracking:** Immediate uploads of officer inputs to a central database with historical data for review and tracking.

- **Single Solution:** One single solution enforcement platform used for all HotSpot transient, permit, and gated parking.

- **Continual Improvement:** Save administration time spent manually writing tickets, data entry for ticket management, and following up on citation escalation.

Administrative Access Overview

Every action in Hotspot's system is shown in a transparent fashion through our administrative dashboard. This allows the Administration to track key events such as:

- Every parking session made by a user is recorded in detail for auditing purposes.

- Every ticket resolution request is tracked through this dashboard to provide a detailed line of communication back to the user.

- Rates and time limits can be updated here for parking locations in real time.

- Revenue reporting can be broken down by area

- Every payment made by a user is recorded in detail for auditing purposes.

- Every officer license plate entered is recorded which has been used to track officer performance.

- Analytics for systematic review of intricate data and trends.

HotSpot understands the city may have unique needs that are not obvious and we will work to provide the best solution possible through this dashboard.

*HotSpot provides complete transparency to all parking transactions in real time.*

Ticket Resolution and Payments

90 percent of the world's problems come down to a communication issue; this is especially true for parking disputes. HotSpot has a 3 / 1000 metric where every 3 sessions out of 1000 requires a HotSpot Account Executive to reach out and work with the user to resolve an issue. **HotSpot is the only company that provides Ticket Resolution to ensure the best possible customer support.**

The typical process for this is:

1. User receives a ticket they feel is unjust.

2. They submit the ticket through HotSpot's "Resolve ticket" option.

3. HotSpot's staff investigate the ticket and respond to the user.

4. If the ticket is believed to be invalid HotSpot sends a message to the city's Parking Authority explaining the situation.

5. On the HotSpot dashboard the city can choose to void or enforce the ticket.

6. If the ticket is voided the user is notified.

7. If the ticket is enforced the user is notified and has the option to pay directly through HotSpot's app.

All ticket payments go directly to the city remitted monthly.
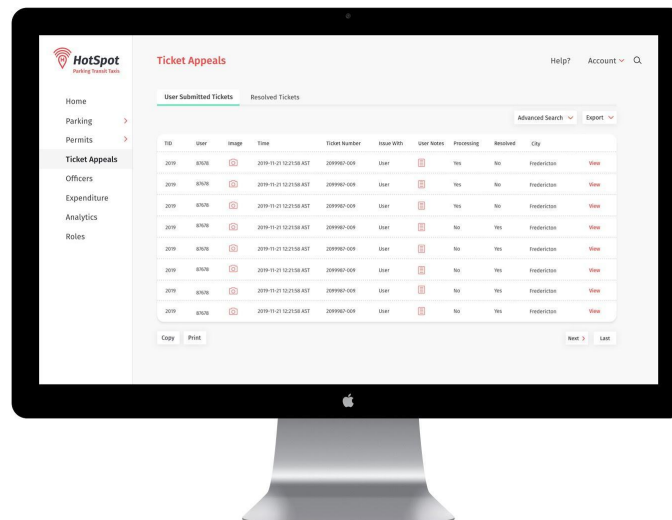
Payment Remittance

HotSpot has a standard remittance schedule of 30 days after the end of the month. HotSpot's typical 30-day period allows for any disputed charges or potential tickets that need to be enforced will be accounted for. **HotSpot provides direct deposit for all services.**
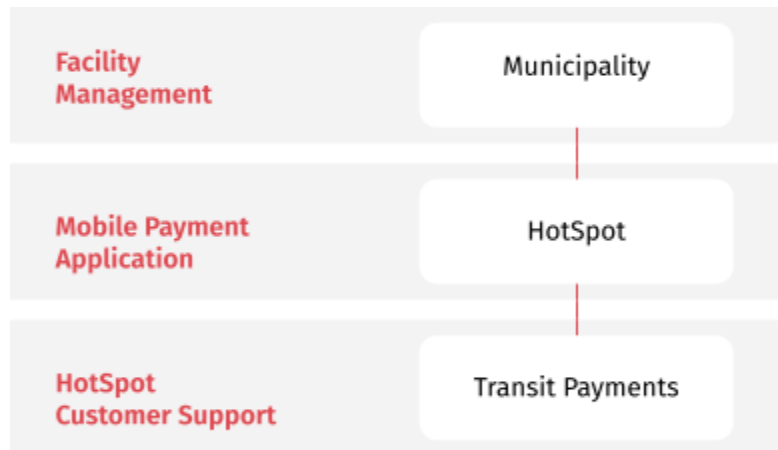
Signage

HotSpot provides Meter and Kiosk Decal signage which are required for both on street and off-street parking. The current signage is available in both English and French as our app is fully bilingual. For zone signage, there may be a charge associated with supply and installation.

Transit Overview

HotSpot has an innovative and reliable method to launch transit for a city. We have thousands of existing users that use our application to move around their town. We're regarded as an easy to adopt solution that has shown success in our pilot Canadian cities, all of whom continue for a long-term solution.

Facility Management	Municipality
Mobile Payment Application	HotSpot
HotSpot Customer Support	Transit Payments

Advantages

- **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:** Colour coded digital passes with built-in security features decreases fare evasion.

Features

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.

24/7 Bilingual Customer Support: 365 days a year, our dedicated customer support team is ready to answer your questions. Whether you need assistance with your account, transit session or transaction history we are here and happy to help, in English or French!

How It Works

Route Information

Signing up allows you to see in real time where you are relative to bus stops. However, rather than enter a bus stop we ask for your destination to feed into HotSpot's back end analytical system to be used by the city for bus routing improvement in the future.

Route Planning

To plan a route, simply enter your current location (Either by GPS or typing) and select a destination. This will be synced with the bus routes through Google Maps to allow us to maintain an up-to-date mapping system with directions, estimated time and required walking distances. A live demonstration of the application accompanies this implementation plan and is available by downloading the application.
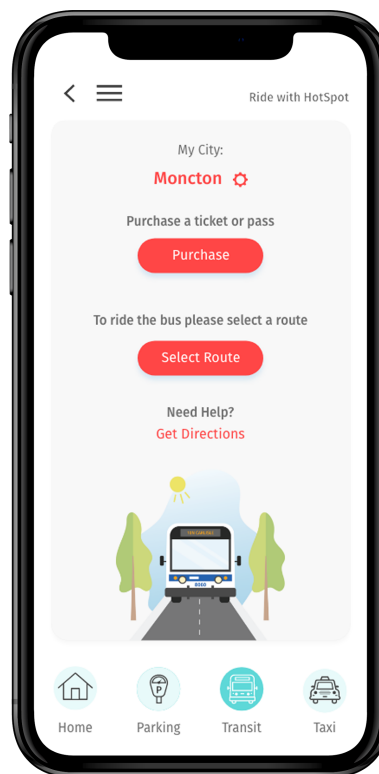
Route Confirmation

Once you've chosen a start and end location the application returns a travel plan showing the best route to your location. Additionally, the app provides an estimated walking time from your location to the nearest bus stop then the estimated length of the ride and the walking distance to your end location. This allows HotSpot to understand the customer's end state to serve long term analytics for transit mapping.
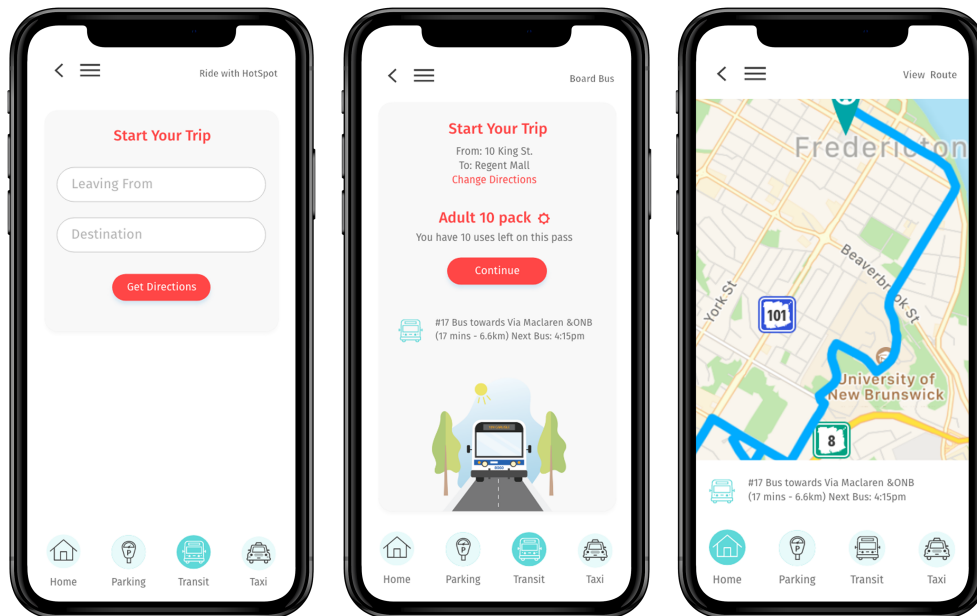
Payment

If this route is acceptable, the user can initiate the trip through HotSpot's payment system. This is the phase in which the application would initiate the membership or pay per use model to access both transit and parking. Routing and planning information is freely provided to Transit patrons, while pass purchases are available once payment is made to HotSpot. HotSpot can integrate GPS bus tracking if available.

Boarding the Bus

After payment, and as the bus approaches for pick up, the user presses the red Board Bus button that initiates a timer screen. **The timer continues to be active for 15 minutes and must be shown to the operator within that time.** After expiry, the application provides the passenger a survey to confirm the bus is on time and service levels are acceptable for individual feedback on each route that will be freely available to city Transit.

Here's a video of how our Transit works in Fredericton, NB : click here

Transit Administrative Access

Every action in Hotspot's system is shown in a transparent fashion through our administrative dashboard. This allows the Administration to track key events such as:

- Every ticket resolution request is tracked through this dashboard to provide a detailed line of communication back to the user.

- Services used by transit riders and the routes taken.

- Types of passes used by transit riders.

- Reporting can be broken down by area.

- Alerts to Transit patrons about breakdowns/ route changes.

Customer Support

HotSpot provides a 24/7 bi-lingual customer support team that acts as the front-line for all technical and support related issues. We address all challenges through the following channels:

- **Email:** HotSpot allows all users to email us directly within the application. We also typically answer information requests from the public about how the parking facilities work and direct them to the proper channels for more in-depth needs.

- **Phone:** HotSpot provides a toll-free number on infrastructure the people can call if they are experiencing an issue.

- **Twitter + Facebook:** HotSpot also manages a Twitter and Facebook account people typically use to reach out and ask questions.

HotSpot's goal is under no circumstance should a client need to answer technical questions regarding users accounts. All assistance can be directed to HotSpot for resolution.

Exhibit C

Training Responsibilities

Training Program

Executive	HotSpot is responsible for all executive training on the use of the system as needed and requested by city staff.
Officers	HotSpot is responsible for all officer training required of the system.
Administrative Personnel	HotSpot is responsible for all administrative training required for: reconciling accounts; investigating tickets; and exporting data to the dashboard during the onboarding process.
Customer Training	HotSpot is responsible for all customer training required and customer support associated with the use of the system to alert customers they can now pay for parking or transit through the HotSpot application.

CITY OF SHEBOYGAN

REQUEST FOR TRANSIT COMMISSION CONSIDERATION

ITEM DESCRIPTION: 10. Communication and Request from Stefano's

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

REPORT DATE: 5/11/22   **MEETING DATE:** 5/17/22

FISCAL SUMMARY: **STATUTORY REFERENCE:**

Budget Line Item:	N/A		Wisconsin	N/A
Budget Summary:	N/A		Statutes:	
Budgeted Expenditure:	N/A		Municipal Code:	N/A
Budgeted Revenue:	N/A			

BACKGROUND / ANALYSIS:

Whitney Viglietti from Stefano's (also with Slo Market, Il Ritrovo and Field to Fork) has made a formal request for a parking agreement that would give their employees adequate parking at a reduced rate. The Director of Transit & Parking was able to discuss some options with Ms. Viglietti and proposed the following:

- **Overall** – we discussed a need for 40 stalls between Lots 9 and 10 for employee parking. Customer parking would be available on-street at meters, in your parking lot, or in Lot 9.
- **Rate** – based on quantity, the current rate of $25/month per permit is being recommended at $20/month (20% discount). The regular rate for 40 stalls annually is $12,000 and with discount, this would drop to $9,600 or $2,400 quarterly.
- **Agreement** – the agreement would be set on annual terms (calendar year).
- **Notes** – we would provide parking permits at this time to park anywhere in Lot 9 (Lot 10 would be leased completely to you as it is now). With the implementation of HotSpot, we can move the permits to digital in the system which should save time and energy.

STAFF COMMENTS:

The Director of Transit & Parking has worked with the owners and staff of Stefano's over the past several months involving parking issues in this area, in particular, with the proposed development of apartments/condos at the corner of S 7th Street and Pennsylvania Avenue. Conversations included onsite, in-person and email. Currently the property is a parking lot (private) with the owner ordering all individuals to refrain from parking in this lot or risk being fined or towed. This has caused a displacement of parking over to Lot 9 (it should be noted that this is a public lot and that these businesses are not located within a parking assessment district). Revenue is very important in this area (supports the Parking Admin portion of the budget).

The agreement would be with Stefano's and the Viglietti's (not individual employees). They would be responsible for the payments and providing required information to the Parking Utility related to employees using the lot. (HotSpot will help simplify this process once implemented.)

Lot 9 currently is underutilized. This will help better utilize the lot and increase revenue while assisting a major employer in this area.

Off note, there is at least one other business that rents several stalls (McClone Insurance has 20 stalls in Lot 9 as an example). Transit Commission might want to consider this information when making its decision. It may want to also consider a change to the rate for this lot for all customers as part of Item 3.4.

ACTION REQUESTED:
Staff does not have a recommendation on this item but will support the Transit Commission with its motion and directive.

ATTACHMENTS:
    I.   No attachment.

CITY OF SHEBOYGAN

REQUEST FOR TRANSIT COMMISSION CONSIDERATION

ITEM DESCRIPTION: 11. Director's Report

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

REPORT DATE: 5/11/22   **MEETING DATE:** 5/17/22

FISCAL SUMMARY: **STATUTORY REFERENCE:**

Budget Line Item:	N/A		Wisconsin	N/A
Budget Summary:	N/A		Statutes:	
Budgeted Expenditure:	N/A		Municipal Code:	N/A
Budgeted Revenue:	N/A			

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** –Masks are now optional for all customers and employees. Shoreline Metro no longer provides masks for customers on board buses.

2) **Staffing** – Shoreline Metro is currently at full-staffing. We do not have any drivers in training with staff but one remains training with drivers. This has been a long time coming and we are happy to report we are at full staff. We continue to monitor drivers and the need to add more drivers to the team.

3) **Harbor Centre Express** –The 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 4th from 11:00 a.m. to 6:00 p.m.

4) **Incident on May 6, 2022** – As provided in the release sent out on Tuesday, May 10, 2022, it was another unfortunate event near the Transfer Station. We have taken a couple mitigating actions immediately including the closure of the temperature-controlled waiting area. This area will remain closed until further notice. We are currently looking at options at a new camera system that will provide more cameras and audio. Additional cameras can be used to monitor the adjacent parking lots as well as provide additional cameras over the public waiting areas.

5) **New Buses** – As of this report, Shoreline Metro has received 7 of the 10 buses from Gillig. Five of them have been put into revenue service. Staff and City Administration have discussed a ribbon cutting event. Please stay tuned for more information on this event, likely in June.

6) **HotSpot for Transit** – Implementation is set for May 30, 2022 for the transit application. We are currently in the development phase with training set for the next couple of weeks. Customers and staff remain excited with this opportunity. Stay tuned for more information.

7) **8th Street Island** – As a reminder, the Parking Utility will be working with Otter Creek this year to redesign the island by the 7th and 9th 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. As of this report, the island vegetation has been removed.

8) **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 approving the Director's Report provided by the Director of Transit & Parking and placing on file.

ATTACHMENTS: None.