

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

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

WITNESSETH:

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

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

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

**1. SERVICES & SERVICE LEVEL**

During the term of this agreement, SHORELINE METRO shall operate regularly scheduled fixed route bus service to KOHLER as described in Attachment A. In addition, SHORELINE METRO will provide door-to-door accessible paratransit service to individuals unable to use the fixed route bus service in KOHLER in accordance with Adults with Disabilities Act of 1992 (ADA). SHORELINE METRO will also provide on-demand service on weekday evenings and Saturdays.

Any changes to the level of bus service as described in Attachment A will require the prior approval of the COMMISSION and the appropriate legislative body of KOHLER. Such changes in service levels may require a corresponding adjustment in the percentage share of the Local Match for Services to KOHLER.

**2. FARE STRUCTURE**

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

**3. DESIGNATION OF RESPONSIBILITY**

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

4. PAYMENT SCHEDULE

KOHLER agrees to pay SHEBOYGAN an amount equal to its proportionate share of projected annual net operating deficit incurred by SHORELINE METRO. In 2020, this amount is equal to **\$13,767**. KOHLER agrees to make quarterly payments in four equal installments of **\$3,441.75** during the calendar year due on or before the following dates: March 30, June 30, September 30, and December 31. SHEBOYGAN shall invoice KOHLER for such payments prior to each date.

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

The amount is calculated using the following formula:

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

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

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

5. INSURANCE

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

6. OPERATING AUTHORITY

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

7. RECORDS/INFORMATION

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

8. MEDIATION OF DISPUTES

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

9. FORCE MAJEURE

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

10. TERMINATION

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

11. TERM OF AGREEMENT

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

12. LOCAL MATCH FOR SERVICES

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

The local share for the service level provided to KOHLER for 2025 is **\$13,767**. Any changes to the service level, operational costs and revenues, changes in state mass transit aids or changes in federal mass transit aids may cause the local share to change. SHORELINE METRO shall notify KOHLER during the budget process of its local share contribution for the following year.

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

DATED THIS 19th DAY OF August, 2024.

VILLAGE OF KOHLER

CITY OF SHEBOYGAN

BY: 

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

Name: Thomas R. Schnettler

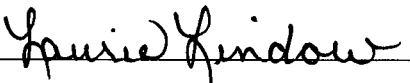
Name: \_\_\_\_\_

Title: Village President

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

ATTEST:

ATTEST:



\_\_\_\_\_

Name: Laurie Lindow

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

Title: Clerk-Treasurer

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

**ATTACHMENT A**

Level of Service for 2025

1. FIXED ROUTE - Weekdays (Monday through Friday)

<u>Route</u>	<u>Daily Trips</u>	<u>Run Times</u>	<u>Headway</u>	<u>% Billed</u>
20 North	4	5:45 a.m.	:60 min.	75%
		7:15 a.m.	:60 min.	75%
		11:15 a.m.	:60 min.	75%
		12:15 p.m.	:60 min.	75%
20 South	4	1:45 p.m.	:60 min.	75%
		4:15 p.m.	:60 min.	75%
		5:45 p.m.	:60 min.	75%
		7:15 p.m.	:60 min.	75%
Kohler Special	1	6:45 a.m.	:30 min.	100%

2. PARATRANSIT - Weekdays (Monday through Friday)

Service shall be provided from 5:15 a.m. to 8:15 p.m. Trips may be taken in accordance with Shoreline Metro policy.

3. ON-DEMAND –Saturdays

Service shall be provided from 8:45 a.m. to 3:45 p.m. on Saturdays. Trips may be taken in accordance with Shoreline Metro policy.

NOTES:

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

**ATTACHMENT B**

**Current Schedule of Bus Fares and Media**

**Adult**

Cash Fare.....\$1.75 per trip

**Student**

Cash Fare.....\$1.75 per trip

Punch Card.....\$11.00 (20 punches)

**Senior Citizen/Disabled**

Cash Fare.....\$0.85 per trip

Punch Pass .....\$8.50 (20 rides)

**All Customers**

Monthly Pass.....\$48.00

Day Pass .....\$3.00

Day Pass (6-pack) .....\$15.00

Children Under 5 years of age .....FREE w/ Fare Paying Adult

Paratransit.....\$3.00 per one-way trip

On Demand .....Follows fixed route fares\*

**NOTES:**

- Children under 5 years of age may ride free when accompanied by a fare paying adult passenger.
- Students must be under high school age or younger enrolled full time at a primary or secondary school.
- Senior citizens and individuals with a disability may ride at the reduced fare upon presentation of proper identification recognized by Shoreline Metro. Identification cards are available for eligible disabled customers.
- Fixed route fares may be purchased digitally (no fee) using the HotSpot app available in Google Play and the Apple Store.
- Paratransit customers may schedule trips using the Metro Connection On-Demand app available in the Google Play and the Apple Store.

\*On-demand rates may change at the discretion of the Sheboygan Transit Commission and/or at the request of the partnering municipality.