



City of Madison

City of Madison
Madison, WI 53703
www.cityofmadison.com

Meeting Minutes - Approved TRANSIT AND PARKING COMMISSION

**PLEASE NOTE: This meeting can be viewed in a live webcast of Madison City Channel at
www.madisoncitychannel.com.**

Tuesday, March 8, 2011

5:00 PM

Room 260, Madison Municipal Building
215 Martin Luther King, Jr. Blvd.
(After 6 PM, use Doty St. entrance.)

A. CALL TO ORDER/ROLL CALL

The meeting was called to order at 5:03 PM.

Present: 9 -

Brian L. Solomon; Chris Schmidt; Jed Sanborn; David E. Tolmie; Gary L. Poulson; Duane F. Hinz; Susan M. Schmitz; Kenneth M. Streit and Margaret Bergamini

Excused: 2 -

Amanda F. White and Jay B. Fern

Please note: Schmitz arrived at 5:06 PM and Bergamini arrived at 5:08 PM, after the Minutes were approved. Solomon arrived at 5:12 PM, during discussion of Agenda Item E.2.

B. APPROVAL OF MINUTES

A motion was made by Streit, seconded by Schmidt, to Approve the Minutes of the February 8, 2011 meeting. The motion passed by voice vote/other.

C. PUBLIC APPEARANCES - None.

D. DISCLOSURES AND RECUSALS - None.

E. TRANSIT AND PARKING MONTHLY REPORTS

E.1. [21589](#)

Parking: February 2011 Activity, January Revenue and Occupancy Reports, Brayton Lot Draft Agreement, Gov East 2010 Condition Analysis - TPC 03.08.11

Parking Operations Manager Bill Knobloch discussed the proposed lease agreement prepared by Parking (attached), to rent spaces to the State for its 30 share-ride vans in Brayton Lot (and possibly in other City lots). The closing date for the sale of the State's portion of Brayton to the Parking Utility would likely be the end of March, once the agreement was finalized. Because the agreement would last in perpetuity, members would need to remember Parking's obligation to provide 30 stalls over the long-term, when making decisions about different facilities.

Knobloch also pointed out the Condition Analysis for Gov East, which was old and needed a lot of repairs; which raised the issue of the financial sustainability of the Parking Utility in the future. Gov East had \$1.6 million of

observed issues already, and more problems would likely be found once repairs began. Knobloch emphasized that the recommended minimum repairs (costing \$70K) would be sufficient, only if Gov East were torn down as planned in 2-3 years.

Responding to questions, Knobloch said that occupancy was down at Gov East because of the rate increase there. Also, as expected, parkers had shifted to Cap Square North that now had 89% occupancy, which was a little too high. Occupancy at State Street Capitol was probably down because MATC now ran a shuttle between its Downtown and Truax campuses.

Tolmie/Hinz made a motion to receive the report. The motion passed by voice vote/other.

E.2. [21599](#)

Metro: 2010 Revenue-Ridership Comparison by Fare Category, Riders by Fare Category-Route, Payroll & OT Comparisons 2010 vs. 2009 - TPC 03.08.11

Metro Transit General Manager Chuck Kamp pointed out the following items in the year-end reports.

- Fixed Route Revenue and Ridership: Revenues increased from \$10,029,000 in 2009 to \$10,616,000 in 2010; ridership was up 0.3%, to 13,623,460 rides, the second highest in 40 years.
- The cash, ticket and pass ride fare increases offset the drop in ridership in the Route 80's and on non-revenue rides, such as transfers.
- Some individual subcategories were down among cash, ticket and pass rides, but total ridership in this area was up, from 5,001,298 to 5,103,054.
- Riders by Fare Category and Route report was used by unlimited ride partners, who wanted to see where students/employees were riding; it was also used by Metro's Finance Manager when allocating revenues to each municipality, for routes that traveled through their municipality; and it was used to calculate UW percentages, which had remained steady at 48% of total ridership.
- Comparison of Driver Hours showed that OT was down by 36% in 2010 vs. 2009; after 3-4 year steady increase in FMLA hours, FMLA usage was down 5%; unpaid leaves of absence were up (from 8K to 14K hours), with an unusual number of employees on non-FMLA leaves, and with some drivers on leave because they temporarily lost their Commercial licenses due to DOT violations.
- The Overtime Comparison for drivers, other represented and non-represented employees, showed a decline in total OT, from 53,390 in 2009 to 44,127 hours in 2010; non-rep employee OT was up because of a maintenance supervisor, who was out all year due to a traffic accident; maintenance was a 24-7 operation, and this absence was covered mainly by OT.
- The (two) Top 20 Highest Paid reports ranked the top 20 employees from highest to lowest, first in 2010 and then in 2009; the total decrease in pay was over \$300K, largely due to drops in OT; the pay reflected W-2 wages only, and did not include benefits.
- (Per unaudited financials), the Paratransit Performance Indicators showed a drop in Metro Plus operating cost/passenger trip, from \$29.00 to \$28.74; the fixed cost remained the same at \$3.00.

Turning to the unaudited Financial Performance Report, Kamp and Metro Finance Manager Wayne Block made the following remarks.

- Metro had hoped for a zero variance with a modest addition (of \$3,100) to reserves; but instead ended with a 1% variance from budget, and with expenses being higher than revenues, would be using \$639K of reserves.

- Having added \$391K to reserves in 2009, and now using \$639K of reserves in 2010, represented a \$1+ million swing; several positive and negative variances contributed to this.
- Significantly, revenue was just a \$100K under budget, even though Cash/Tickets/Pass revenues were under budget by \$466K; unlimited pass revenue was strong, \$187K over budget, due to increase in ridership in this category.
- County revenue was \$287K over budget, because Metro provided a lot more rides than had been contracted for.
- Another important change was the \$3 million drop in City of Madison aid, because they signed a beneficial fuel contract (much lower than 2009), and because they received \$950K in operating fund assistance from the federal ARRA grants.
- Salaries were \$94K under budget, driven by a decrease in OT; but benefits were \$964K over budget, primarily because they had expected a 5% increase in health insurance premiums, but ended up with 9.5% increase.
- On the other hand, gas and electric came in \$275K under budget; they were checking to see if energy usage had declined, but more importantly, the cost of energy was smaller than expected.
- A big part of the shift from a “break-even” budget situation at the end of the 3rd quarter to a -\$639K at year-end was the hiring of 15 additional drivers in September with a cost of \$240K (for salary and benefits).
- Approved by the Mayor’s office, these positions were part of the effort to reduce OT; at this point, it was hard to assess how much impact these have made on OT, which was already running under budget.
- Also, another part of “Benefits-Health”, the post-employment health insurance contribution increased by \$40K for 2010.
- The “Other” line under Benefits was the annual adjustment to Leave Balance accruals, because employees could carry over various leave balances, the largest of which was sick leave; it was hard to determine how the sick leave would change over the course of a year, and the large increase in this accrual in 2010 was reflected (as an expense) in the 4th quarter.

In subsequent discussion, Block said it wasn’t yet clear why wages increased because of the new drivers, because in theory, this shouldn’t affect driver hours worked. It was thought that any increase in salaries would be offset by reduced OT. Kamp said that when budgeting for new positions, expected retirements were considered. Recently, there had been more than expected. But probably 5-10 positions and not as many as 15 should have been budgeted.

Staff would be analyzing this, to try to determine the balance point where added wages and health insurance for drivers were worth the investment to avoid significant increases in OT. Because of guaranteed time, sometimes having more drivers can cost more than what might be gained by reducing OT. Though Metro had managed guaranteed time well in the 4th quarter, staff felt that they could cut back from 15 new drivers. When under guaranteed time, drivers reported to work and were available to run routes. Guaranteed time had not climbed significantly, and for the most part, drivers were put to work. And in fact, only 10 positions were really added between 2010 and 2011. During further discussion, Kamp noted that new employees received several weeks of training initially, which added to the cost of salaries without contributing to “driver hours worked”. Among the higher than expected retirements would be some of the most senior drivers at the highest pay levels. As they were replaced by new hires, a positive effect on the budget was possible; though no

analysis had been done.

When asked, Kamp said that staff could provide an analysis to compare the number of "X" buses between 2009 and 2010, and to show the difference in service hours between what was provided on the regular schedule and what was added through "X" buses.

Kamp noted that Metro had built up the reserves at the end of 2009 to \$870K, in the hopes of reaching \$2 million eventually. Though sufficient funds were available in reserves to cover 2010, Metro would keep the \$2 million goal in mind, as they finished the audit in April. Kamp explained that Metro and Fleet Services usually went out together with separate contracts to bid on fuel, which gave each agency the option to either wait a little while or go ahead and award a contract. Right now, Metro was going out for a variable price bid based on an oil price index, because as they waited for a better price, that didn't happen. The last contract price (that lasted almost to the end of February 2010) was \$1.98/gal., the current variable price was \$3.20, and the budgeted price for 2011 was \$2.37.

Streit/Tolmie made a motion to receive the report. The motion passed by voice vote/other.

F. NEW BUSINESS ITEMS

F.1. [21590](#)

Parking: Recommendation regarding Premium Pass rate for Overture Center Director - TPC 03.08.11

Knobeloch said that the Overture Center Director received paid parking as a part of his contract. Because the current rate needed to be updated, Knobeloch was bringing his recommendation to the Commission that the 24/7 premium pass provided to the Director be at a market rate of \$180/month. The rate was in line with other similar facilities, and the Director thought it reasonable. Knobeloch said that this 24/7 rate was just for the Director for parking at Overture only; it was paid by the Overture Center. As long as the Director was in a contract with the City, Parking would continue to offer the pass to him/her.

As far as setting this rate for other 24/7 parkers at Overture, Parking had previously been reluctant to commit too many spaces to overnight passes here for fear it would impinge on Overture and Kohl Center event parkers. But with current occupancy at Overture at 50%, Knobeloch would now be comfortable offering this market rate to anyone, if the Commission so desired. It would likely be considered resident-friendly for condo and apartment dwellers, who wanted to get off the street and under covered parking. Though unlikely to sell lots of these passes, some would be sold.

Streit/Hinz made a motion to approve the recommendation. The motion passed by voice vote/other.

F.2. [21591](#)

ADATS Recommendation re: Managing Paratransit Fare Media - Crystal Martin, Metro Paratransit Program Manager - TPC 03.08.11

Paratransit Program Manager Crystal Martin said that Metro was seeking input on a procedure to manage bulk ticket sales of paratransit Quik Tix only.

- Currently, paratransit passengers either paid their fares with cash, yellow

Quik Tix sold in booklets of 15, or they had a funded source for their rides (whereby they didn't pay at boarding, but had arrangements to collect their fares under the agency fare).

- The State Department of Health Services had gone out to bid and had hired a private firm, Logisticare, to manage Medicaid common carrier transportation.
- Dane County Human Services currently administered these services for the State, but this would change effective July 1, 2011, when Logisticare would be in charge of determining eligibility, level of need, and making transportation arrangements for individuals who qualify for the Medicaid common carrier transportation benefit.
- Currently, Metro and the City had worked out an arrangement with Dane County for these services through an agency fare, so that people had transportation resources for this program.
- Metro was concerned that while talking to the new firm about agency fares, they might purchase paratransit tickets and not want to negotiate an agency fare.
- Dane County administered \$8 million of Medicaid common carrier transportation in 2010.
- Should the private, for-profit firm opt not to pay \$30/ride but instead pay \$3/ride using Quick Tix, there would be a potential within the Metro paratransit service area for several million dollars of these transportation costs to be transferred onto Metro paratransit (vs. having an agreement like those with Dane County previously).
- Metro was trying to make recommendations and get feedback for individual customers, to be sure that individuals who needed Quick Tix would still have access to them, since some riders either couldn't physically handle cash or didn't want to carry cash because they were vulnerable.
- Two agencies that now purchased bulk quantities of the tickets had been contacted; they understood the need to preserve our community resource for accessible transportation and were preparing for the transition.
- Metro had held 12 meetings with various committees and agencies, inc. ADATS who was supportive of looking for ways to keep working with agencies while preserving resources for individuals.
- Metro wanted to inform the Commission that they were looking at this change, and was also seeking input from them about how to proceed, with regard esp. to the two recommendations in the 1/31/11 memo (attached); they were open to suggestions about the number of booklets to be sold to individuals at any one time, or to any other issues and ideas.

Martin said she did not see the need to create a different media, but that smaller quantities of tickets should be made available, perhaps only enough for five round trips. When asked about whether this issue required a hearing, Kamp said that Metro could handle it administratively, but wanted to be transparent and let the Commission decide what to do.

Martin said that the purpose of a hearing would be to solicit input from the people who purchased the tickets or their relatives who gave tickets as gifts, to find out the amount of tickets they needed/wanted to buy at any one time. She had been trying to get this info but hadn't had much success. Out of the 271K paratransit trips in 2010, 140K was funded through MA waiver program; 40% of these trips were not funded. Of that 40%, half (20%) were cash trips and half (20%) were tickets, most of which were sold to agencies for distribution to clients. Perhaps fewer than 5% of all trips were for the riders who had purchased tickets on their own. It was this small subgroup that Metro wanted

to hear from, though Martin wasn't sure if they would attend a hearing.

Kamp said staff wanted to do what the Commission thought best. After further discussion, members felt that staff could make an administrative decision about the appropriate number of tickets to sell to individuals, which could be adjusted if they received other suggestions or feedback.

F.3. [21592](#)

Metro: Update on State Budget Bills impact on Metro - TPC 03.08.11

Kamp said that Metro had been reviewing two different proposals, the budget repair bill and the full budget bill. He pointed out the Legislative Fiscal Bureau memo and the U.S. Department of Labor letter (attached), that addressed the question: How do the federal employee protective agreements apply to the budget repair bill? He felt that Metro was in a favorable situation with signed collective bargaining agreements in place through 2012.

Kamp invited Carolyn Hogg of the City Attorney's Office to share what she knew about Section 13(c) of the Federal Transit Act.

- Section 13(c) protective arrangements had been part of public transit for 50 years.
- The issue came up back in the 1960's, when the fed's wanted to help the ailing private transit industry, with the realization that private transit wasn't adequately serving the nation and that maybe transit should be viewed as a public service rather than a private industry.
- There was a big push to develop a federal grant program that would be available to public entities either to start their own transit entity or to acquire an existing private transit entity that might be failing.
- One of the first concerns was the effect on employees of existing private entities, most of whom, as private sector employees, had collective bargaining rights; whether the influx of federal money designed to aid private transit being acquired by public entities would worsen the employment position of the private employees, esp. in terms of continuing collective bargaining.
- A part of the Urban Mass Transportation (UMT) Act passed in 1964 relating to the federal grant program, stipulated that a public entity had to satisfy the Dept. of Labor (DOL) that fair and equitable employee protective arrangements were in place before it could receive a grant; these protective arrangements became known as "13(c) arrangements" or "13(c) agreements".
- Though the UMT Act had been renumbered and was now the Federal Transit Act, the provisions were still known as the "13(c) provisions".
- The provisions of 13(c) had three parts: the continuation of collective bargaining rights; the protection of employees against the worsening of their employment positions as a result of the project (as opposed to being the result of a worsening economy or other outside forces); and protection of employees if there were an acquisition of the transit entity, i.e., "carryover protections".
- Those agreements were usually negotiated between the transit employees' union and the employer, and were ultimately approved by DOL; if the union and employer were unable to reach an agreement, DOL would impose what it considered fair and equitable employee protective arrangements that would satisfy the law and the public entity would have to agree to these if they wanted their grant released.
- Though negotiated by the Union, the protective arrangements protected represented and non-represented employees (to the extent they were applicable; for example, provisions about bargaining rights would not apply to non-rep employees).

- Every year when Metro applied to the FTA for its grant, the application was referred to DOL for review, which certified that adequate protective arrangements existed before the FTA released the grant.
- If deemed inadequate, DOL could impose provisions that the employer would have to accept if it wanted to draw down the grant funds.

Hogg then discussed the effect of the State budget repair bill on 13(c) provisions and funding.

- The bill would severely narrow the definition of collective bargaining: a municipality would be limited to bargain only on base wages, within the narrow range of the CPI and with no mandatory dispute resolution process.
- Federal law did not preempt state law to establish public policy in the area of public sector labor relations.
- However the federal government would still decide if grant requirements had been met; if the state law was too restrictive to meet the fed grant requirements, then the DOL would not certify that adequate arrangements existed, and the grant money would not be released.
- The Feb. 16, 2011 DOL letter (Attachment 2) stated that 13(c) required public transit agencies to continue collective bargaining rights that existed at the time of the initial influx of federal funds to the agency.
- While the law didn't have an actual definition, case law and DOL certifications over the years indicated that the intent of the UMT Act was the continuation of what was generally understood to be collective bargaining rights at the time: namely, the right to bargain in good faith (to impasse, if necessary) about wages, hours and conditions of employment.
- Some cases suggested gray areas as to what bargaining about wages, hours and conditions of employment might be; and some cases suggested that 13(c) was not intended to be built into a permanent set of collective bargaining rights such that a state could never alter these rights.
- However, the budget repair bill so severely restricted collective bargaining rights, it was hard to see how DOL could find that the new State law represented a continuation of the collective bargaining rights in place at the time the City acquired the Madison Bus Company.
- Back in the 1980's, Georgia had a state law in place similar to the one being proposed, and the Court concluded that the restrictive bargaining provisions in Georgia did not satisfy the federal law with respect to the continuation of collective bargaining rights.
- As a result, the State of Georgia adopted amendments to its statutes, which allowed the Metropolitan Atlanta Regional Transit Authority (MARTA) to continue to collectively bargain with its employees in a way that satisfied both state law and the federal requirements for the grant.
- If the budget repair bill passed, Metro would need to satisfy DOL that we had in place adequate employee protective arrangements; hopefully the City extension of bargaining agreements to the end of 2012 would be sufficient to satisfy DOL.
- What happened after that, remained to be seen.
- The DOL letter suggested a possible option called the "Memphis Plan" that transit entities had pursued in other states, which required a tremendous effort on the part of a municipality, in order to put in place effectively a private management company that would take over all the employees and itself engage in collective bargaining.
- This process wasn't designed to allow a very limited collective bargaining arrangement; it was designed to continue the very expansive arrangements anticipated under the federal law.

- Some entities have suggested that they might be able to apply for a waiver of 13(c), because the federal grant process had a provision which said the FTA might consider a waiver where applicable under federal law (i.e., the “Buy America” waivers).
- But there was no waiver provision related to 13(c).

Hogg responded to questions.

- The Memphis Plan was originally used in a situation where a public entity that did not have collective bargaining rights under state law, wanted to acquire a private transit entity that had collective bargaining rights; so they couldn't bring the transit company “in house”.
- Instead they set up a management structure, in which the employees remained employees of the private entity, which managed the employees and engaged in collectively bargaining with them.
- But the transit entity itself was public in order to draw down the public grant monies, because the grant monies couldn't go directly to a private entity.
- In the case of Atlanta, MARTA was allowed to continue as a public authority with public employees because the statute preserved the ability to collectively bargain with the employees.
- The two options were: to contract for the operation of the organization inc. the hiring of employees with a private entity that was allowed to collectively bargain; or to amend a statute to continue or allow public employees to collectively bargain.

Kamp outlined the federal funding situation for 2011.

- The off-cited amount of \$7.1 million came from Section 5307 Fixed Formula funding: \$6 million to be used for operating, and \$1+ million for capital.
- Fixed Guideway funding from Section 5309 would be \$505K.
- The two types of funding together totaled \$7.6 million (in 2011).
- Other types of discretionary funds that had previously been included in these grants had largely been eliminated; for example, in 2008, combined formula funding, fixed guideway funding and discretionary funding was \$10.5 million.
- Total funding had gradually decreased because discretionary and earmark funds had fallen into disfavor, even though Metro had used these funds for basic replacement items.
- Metro was able to use the 5307 funding (\$5.9-\$6 million) for “capitalized maintenance”, i.e., the labor and parts costs to maintain fixed assets that were viewed by the federal government as an allowable use of capital funding to support transit operations.
- This funding could be used not only to purchase buses, but also to extend the life of a bus.

Kamp discussed the 2010-2011 Metro State operating aids (see State Revenue chart attached). Metro had heard two things about the budget proposal: Public Transportation would be moved from the Transportation Fund to the General Fund, which was a concern in the long term, because it was not as stable or reliable for providing funding; also, a 10% cut in the \$18 million State share of Metro's \$51 million budget would reduce funding by \$1.8 million, bringing the State revenue in 2012 to \$16.2 million, which would remain the same in 2013 (for the biennial budget). The chart converted the State's biennial year's to Metro's calendar years.

Poulson asked that Metro update the Commission every month on this topic, until the budget passed, because it was so critical and may set the stage for

things the Commission might need to do in the future.

F.4. [21603](#)

Parking: Meter hoods for trucks and buses - TPC 03.08.11

Knobeloch discussed the issues that had arisen recently because of applications for long-term meter hoods for parkers around the Square, who were observing or participating in the weeks-long political rallies. Local merchants and businesses were calling in to complain about large vehicles, such as union semi's and flatbed media satellite trucks that were parked in front of their businesses, sometimes for days, which prevented customers from using the parking spaces.

Looking at Section 12.142(1) of the ordinances (in "Vehicle Code" attached), Knobeloch said that the complaints seemed to focus around subsection (b) related to trucks and buses. As background to the purpose of the ordinance, Knobeloch explained that school buses at the Overture had been an issue at the time the subsection was written. Two theaters downtown – the Majestic and Orpheum – were venues for performing groups, which used semi's and buses. These groups often bought three or four meter hoods for \$15/day in order to load/unload their equipment – a legitimate business need. Likewise, buses associated with the Concourse were unable to park below the building, and sometimes needed to buy meter hoods to park nearby on Wisconsin Avenue.

The Square had 25 single meters, which were among the most used meters in the system. Currently, ten were taken out for long-term meter hooding. Others off the Square were being used also. For example, a satellite dish truck was using a space on E. Washington by U.S. Bank, to stay near the store at the Capitol – a legitimate need. They paid their \$15/day. Though normally this wouldn't be a problem, this store seemed to have no end to it. Knobeloch expected the trucks to stay for yet a longer time. The two semi's in front of Walgreen's had previously been parked in front of a retail store, blocking its view. The store owner called to ask if Parking would ask them to move and they willingly did – to the spaces in front of Walgreen's. Now an office near Walgreen's had called to complain about this new location. In talking to the parkers, they said they would probably only need the spaces sporadically from this point on. Knobeloch thought perhaps this was an issue that had run its course.

However, Knobeloch was concerned about the potential risk in the long term of having semi's and buses ring the Square, which could take away parking for local businesses and their customers. Most of the current long-term parkers had legitimate purposes and met one of the four criteria outlined in the subsection (b). And Parking was making every effort to make sure to treat everybody the same, and to be fair to everyone.

The two semi's on the Square currently were paying \$105/day because they were using seven spaces. Parking was happy for this revenue because it was more than what was received from the meters in a day. This was fine from a revenue standpoint; but it did defeat the purpose of the meters, which was turnover – to allow more people to use those spaces more of the time.

But for the future, Knobeloch wondered if there was anything that might be done to improve subsection (b). For example, the word "School" could be

removed from the phrase "School bus", since Parking had just defined it as "bus" anyway. There were legitimate reasons for semi's to be in a spot for extended periods, as for example a business that was moving or a contractor that was working on a construction project (even for as long as a year). Parking wanted to be business-friendly, and didn't want to cut people off who had a legitimate business purposes. In terms of the subsection, it wouldn't be helpful to discriminate among types of trucks; i.e., semi's vs. media trucks with big dishes, which needed to be close to their story to reliably transmit to satellites.

Knobeloch said this was a not an easy issue to address. He had heard a lot of ideas on how to limit this, but could almost always think of a legitimate business reason why they wouldn't work. That was why the phrase, "In the opinion of the Traffic Engineer, there is no reasonable alternative" was so important. The City Attorney had said that there had to be a good reason why, in the opinion of the Traffic Engineer, a permit could not be issued or renewed. Just that day, a business owner had called to say he wanted to buy several meters in front of his business every day for use by his customers only. Knobeloch had received this sort of request before, because these spaces were worth a lot, perhaps as much as \$50K/year. Knobeloch said that he could not comply with this request because the situation did not meet one of the four criteria listed in subsection (b). Moreover, the public had paid for the street to be put in, so reserving it all the time for a private use wouldn't be legal.

Knobeloch was open to ideas about how to tweak the subsection. In the meantime, one way he had been dealing with the situation was to simply tell the long-term parkers that he was getting complaints and that he hoped they would move or use the space less often. Generally speaking, that approach had worked pretty well. Some of the parkers had been under the impression that they might lose their privilege to park if they didn't lease the spaces continuously, and Knobeloch had reassured them that this was not the case.

When asked about the City ordinance prohibiting vehicles from parking for more than 48 hours in one spot, Knobeloch said the semi's and buses were capable of moving, but that would only add to pollution and they would likely end up moving back to previous spots anyway. Also, when they moved, the parkers always stood the chance of losing their spot to other trucks.

In terms of other potential problems, Knobeloch could envision situations where there might be "dueling" semi's, with opposing messages on them, or big retailers with semi's completely ringing the Square, in order to hold sales every month. The current subsection (b) didn't prohibit this. Knobeloch said he had considered suggesting new language that semi's particularly would have to serve a nearby property; and a semi wasn't a TV truck or a bus. But even semi's could say they were serving the people at the Capitol, and providing materials to them. Plus, how would TV trucks be addressed; they were flatbed semi's also? There didn't appear to be any fool-proof way to change the ordinance; this would probably not be useful.

Knobeloch said that he really just wanted to make the Commission aware of the problem, and that he was trying to deal with it by speaking to the long-term parkers, to convince them to move around a bit and to avoid keeping spaces continuously by leaving and coming back. Knobeloch said he would welcome any direction members might like to offer.

Poulson thought members might want to talk to the alders, but didn't think it would be good for the group to proceed immediately to work on changing the language in the ordinance. Knobeloch said that the local merchants who called him were okay with the way things were being handled; if it worked, it worked. They just didn't want to see a semi in front of their business for months at a time. Schmitz didn't think it enough to just wait it out, or to just talk to the parkers. She noted how key the parking spaces around the Square were to downtown merchants, in keeping the downtown vital; by bringing businesses back to the downtown because they knew there was parking there. What was happening now was an unintended consequence, but it still needed to be taken seriously. Schmitz felt that new language was needed as soon as possible to prevent this from happening again. It would send a message to the businesses on the Square that this was important and wouldn't be taken lightly.

Poulson said that Knobeloch could bring back language at the next meeting if he wished, but that members probably wouldn't want to spend time at the meeting trying to craft language for him. Schmitz agreed, since any proposal would need to be reviewed by the City Attorney anyway. Streit thought the current language might be sufficient, if Parking wanted to strictly interpret subsection (b), esp. related to "loading and unloading of freight and other equipment". This language probably provided enough leverage. The question was to what extent did the group want to make this an issue at this point, if the semi's might shortly disappear on their own. While Knobeloch was welcome to bring language to address what might happen in the future, Streit thought Parking had the tools to deal with the current situation.

When asked about restricting the hoods to certain meters or asking the vehicles to rotate around the Square every couple of days, Knobeloch said the way the meters were grouped and spaced only provided a few places where larger vehicles could park. Schmitz was concerned that now people had seen this happen, others might want to apply to have something there, like an ad for a private business. Sanborn thought the ordinance would need to be greatly expanded to address all the possible situations that might arise. Schmitz felt changes could be minimal if more flexibility was given to the Traffic Engineer. Though the language could possibly stand some review, Schmidt didn't want to overreact to the current situation, which would likely end within weeks. Even if changes were made, it would take a couple of months for new language to be enacted. He recommended that Knobeloch continue what he was doing, to just ask people to keep moving. Hinz added that the phrase "when there is no reasonable alternative" might address some of the situations, to ask vehicles to keep moving around.

**G. REPORTS OF OTHER COMMITTEES - for information only
(Most recent meeting minutes attached, if available)**

[07828](#)

ADA Transit Subcommittee
Contracted Service Oversight Subcommittee
Parking Council for People with Disabilities
Long-Range Transportation Planning Commission
State Street Design Project Oversight Committee
Joint Southeast Campus Area Committee
Ad Hoc Committee to Develop Parking Strategic Plan
Low Income Bus Pass Program Committee

Madison Area Transportation Planning Board (MPO)

No action was needed on these items.

H. ANNOUNCEMENTS AND FUTURE AGENDA ITEMS

H.1. General announcements by Chair (Verbal announcements, for information only) - None.

H.2. Commission member items for future agendas

Poulson asked that Metro and Parking (if appropriate) provide regular updates on the impact of the State budget. Hinz asked that, with vacancies in some of the facilities, Knobloch might put together a proposal to establish a generic 24-7 permit, if Knobloch thought there was a market for it and thought it worth spending his time on it.

ADJOURNMENT

A motion was made by Tolmie, seconded by Schmidt, to Adjourn at 6:47 PM. The motion passed by voice vote/other.