



AGENDA

Meeting of the Connect Transit Board of Trustees

June 30, 2015

4:30 P.M.

**Uptown Station, 4th Floor, Room 409
Normal, IL 61761**

- A. Call to Order
- B. Roll Call
- C. Public Comments
- D. Consent Agenda
 - 1. Approval of Minutes of Previous Meeting of May 26, 2015 and Board of Trustees Advocacy Committee Meeting of May 26, 2015
 - 2. Disbursements for Month of June, 2015
 - 3. Financial Report for Month of May, 2015
 - 4. Capital and Self Insurance Reserve Fund Balances for month of May, 2015
 - 5. Monthly Statistical Report for month of May, 2015
- E. Old Business
- F. New Business
 - 1. Approval of the Illinois Farm Bureau Family of Companies Universal Access Agreement
 - 2. Approval of the Heartland Community College Universal Access Agreement
 - 3. Approval of the Lincoln College Universal Access Agreement
 - 4. Approval of the Radio Advertising Agreement with Great Plains Media
 - 5. Approval of an Economic Impact Study
 - 6. Approval of a Revised Substance Abuse Policy
 - 7. Approval of a Revised Procurement Policy
- G. General Manager's Report
- H. Trustee's Comments
- I. Executive Session – cite section
- J. Adjournment



May 2015

Financial and Statistical Reports

Disbursements to be Approved
June 23, 1015

Payee	Goods Purchased	Amount
A Plus Warehouse Equipment and Supply	Garage Maintenance Equipment	\$ 3,864.67
A.T.U. - C.O.P.E.	Payroll Deduction	\$ 161.32
ABC Bus Companies	Bus Parts	\$ 2,175.23
Advocate Medical Group	Drug Testing	\$ 180.00
Airgas USA, LLC	Welding Supplies	\$ 88.07
Alex Moonan	Uniform Reimbursement	\$ 67.75
Amalgamated Transit Union Local 752	Payroll Deduction	\$ 7,706.25
American Public Transportation Assoc.	Subscription	\$ 75.00
Andrew Johnson	Travel Reimbursement	\$ 85.00
Barker Motor Co.	Bus Parts	\$ 49.45
BlueLine Rental	Equipment Rental	\$ 637.50
Bumper Superstore	Bus Parts	\$ 2,729.99
CIRBN, LLC	Internet	\$ 347.84
Central Illinois Trucks Inc.	Bus Parts	\$ 4,122.37
Clark Baird Smith, LLP	Legal Service	\$ 6,122.40
Comcast Cable	Internet	\$ 407.85
Constitution Trail	Advertising	\$ 600.00
Corn Belt Energy Corp.	Utilites	\$ 4,495.01
Cummins Crosspoint	Bus Parts	\$ 5,747.82
Dish Network	Television Service	\$ 130.00
DOS Bone Student Center	Advertising- Promotions	\$ 125.00
Evergreen FS	Fuel	\$ 64,557.19
Fast Signs	Printed Materials	\$ 112.00
Fastenal Company	Bus Parts	\$ 910.98
Fleet-Net Corporation	Software & Tech Support	\$ 2,810.00
Frontier	Telephone	\$ 37.88
G&K Services	Cleaning Uniforms & Rugs	\$ 861.48
Gateway Industrial Power, Inc.	Lubricants	\$ 343.20
Gillig LLC	Bus Parts	\$ 1,913.00
Glenda Lafever	Health Reimbursement	\$ 340.87
Global Equipment, Inc.	Garage Supplies	\$ 151.00
Great Plains Media	Radio Advertising	\$ 6,474.00
Health Alliance Medical Plans	Insurance	\$ 84,414.00
Heller Ford	Bus Parts	\$ 3,268.19
Henson Disposal	Garage Overhead	\$ 202.50
Hupp Toyota	Forklift Maintenance	\$ 109.23
Idaho Child Support Receipting	Payroll Deduction	\$ 190.00
ICMA Retirement Trust- 457	Pension Plan	\$ 18,385.53
Illinois Department of Revenue	Payroll Deduction	\$ 13,949.57
Illinois State Disbursement Unit	Payroll Deduction	\$ 1,391.44
Inter-City Supply Company	Office Supplies	\$ 273.47
IWIN	Employee Physicals	\$ 282.00
Jason Garmon	Uniform Reimbursement	\$ 71.00
John A. Dash & Associates, Inc	Dues & Subcriptions	\$ 250.00
John H. Germeraad, Trustee	Payroll Deduction	\$ 960.00
Joupperi Design	Bus Decals	\$ 172.40

Kaeb Sanitary Supply Inc.	Garage Maintenance Equipment	\$ 770.00
Lincoln National Life Insurance Co.	Dental Insurance	\$ 3,613.34
Martin H. Malin	Legal Service	\$ 2,100.00
Miller Janitor Supply	Maintenance Supplies	\$ 350.63
Mohawk Mfg. & Supply Co.	Bus Parts	\$ 2,058.78
Motion Industries, Inc.	Bus Parts	\$ 172.44
Mutual of Omaha	Life, AD&D,STD & LTD Insurance	\$ 7,154.00
Napa Auto Parts	Bus Parts	\$ 273.38
Nelson Nygaard	Consulting Fees	\$ 6,423.03
New Flyer Industries Canada UIC	Bus Parts	\$ 390.44
Oberlander Alarm Systems, Inc.	Security Alarm Service Fee	\$ 197.00
Orkin Pest Control	Pest Control	\$ 538.96
Payroll- Net		\$ 289,796.41
Petty Cash	Reimbursement	\$ 4.00
Pinnacle Door	Door Repair	\$ 1,584.32
Ricoh USA, INC	Copier	\$ 741.43
Rilco, Inc.	Oil, Anitfreeze	\$ 1,930.00
Stephens Auto Glass	Glass	\$ 55.00
Tech Electronics	Software Licensing	\$ 1,410.00
TeVoert Auto Electric, Inc.	Bus Parts	\$ 1,101.75
The Pantagraph	Subscriptions	\$ 164.66
Think Graphic Design	Printed Materials	\$ 85.00
Town of Normal	Utilites	\$ 763.60
Trish Tilton	Office Supplies	\$ 10.93
Truck Centers, Inc.	Bus Parts	\$ 6,920.41
US Department of Treasury	Federal Tax Payment	\$ 58,862.44
United Parcel Service	Shipping	\$ 73.24
Verizon Wireless	Mobile Data Terminals for SS	\$ 508.72
Visa - Commerce Bank	Travel & Meetings	\$ 5,175.20
Visa - Commerce Bank	Advertising-Employment	\$ 175.53
Visa - Commerce Bank	Bus Parts-FR	\$ 1,139.80
Visa - Commerce Bank	Office Supplies	\$ 793.62
Visa - Commerce Bank	Shipping/Handling	\$ 6.44
Visa - Commerce Bank	Legal	\$ 80.55
Visa - Commerce Bank	Software Licensing	\$ 159.34
Visa - Commerce Bank	Driver Uniforms	\$ 59.79
Visa - Commerce Bank	Dues & Subscriptions	\$ 1,680.00
Visa - Commerce Bank	Employee Recognition	\$ 899.36
Visa - Commerce Bank	Miscellaneous Expense	\$ 6,122.40
Visa - Commerce Bank	Media Promotions	\$ 343.20
VSP Of Illinois	Vision Insurance -	\$ 633.84
Welch Systems Inc.	Office Equipment	\$ 1,393.00
WGLT	Radio Advertising	\$ 500.00
Wilcox Electric & Service, Inc	Legal Service	\$ 581.00
YWCA- Wheels to Work	Due to YWCA	\$ 4,500.00
		<u>\$ 654,646.43</u>
Total Operating		<u>\$ 654,646.43</u>

Bloomington Normal Public Transit Income Statement With Approved Budget

Fiscal Year: 2015	Period 11	Division: 98 Operating Profit/Loss		As of: 05/31/2015	
		May - 2015	Jul-2014 Thru May-2015 Year To Date	Approved Budget	Approved Budget
Operating Revenue					
Passenger Fares	\$56,168.86	7.11%	\$737,454.62	93.35%	\$790,000.00
ISU Contract Fare	\$41,250.00	8.33%	\$453,750.00	91.67%	\$495,000.00
Other Contract Fares	\$11,054.19	8.19%	\$122,946.51	91.07%	\$135,000.00
Advertising Revenue	\$9,582.00	21.29%	\$45,763.00	101.70%	\$45,000.00
Miscellaneous Revenue	\$5,687.65	26.27%	\$59,751.17	275.99%	\$21,650.00
Total Operating Revenue	\$123,742.70	8.32%	\$1,419,665.30	95.49%	\$1,486,650.00
Operating Expenses					
Operators Wages	\$349,153.54	8.21%	\$4,112,016.28	96.74%	\$4,250,500.00
Maintenance Wages	\$70,800.50	7.24%	\$767,225.17	78.49%	\$977,500.00
Administration Wages	\$70,773.50	7.59%	\$718,808.45	77.08%	\$932,500.00
Employer Payroll Tax Expense	\$36,834.96	7.42%	\$434,068.08	87.44%	\$496,410.00
Retirement Plan	\$16,390.82	5.81%	\$190,797.98	67.66%	\$282,000.00
Group Insurance	\$85,332.02	9.16%	\$822,764.48	88.33%	\$931,440.00
Uniform Expense	\$308.13	1.09%	\$28,762.79	102.00%	\$28,200.00
Professional Services	\$14,714.38	14.92%	\$83,434.01	84.62%	\$98,600.00
Outside Repair-Labor	\$55.00	0.09%	\$70,182.08	110.70%	\$63,400.00
Contract Maintenance Services	\$17,517.58	16.72%	\$130,937.15	124.99%	\$104,760.00
Custodial Services	\$938.46	17.71%	\$9,478.96	178.85%	\$5,300.00
Employee Recruiting/Testing/Temp Help	\$711.47	3.39%	\$18,798.00	89.62%	\$20,975.00
Fuel	\$79,101.30	6.28%	\$1,011,078.35	80.23%	\$1,260,148.00
Lubricants	\$940.96	4.70%	\$9,973.57	49.87%	\$20,000.00
Tires	\$7,200.00	7.69%	\$71,843.36	76.70%	\$93,667.00
Bus Repair Parts	\$19,368.69	17.61%	\$170,552.40	155.05%	\$110,000.00
Other Materials & Supplies	\$1,199.42	2.14%	\$29,769.15	53.16%	\$56,000.00
Shelters/Signs/Shop Tools	\$0.00	0.00%	\$6,918.54	19.60%	\$35,300.00
Computer and Office Supplies	\$6,861.78	5.72%	\$81,323.32	67.77%	\$120,000.00
Utilities	\$1,035.86	0.94%	\$127,266.72	115.49%	\$110,200.00
Corporate Insurance	\$17,535.00	7.19%	\$193,435.88	79.34%	\$243,800.00
Dues/Subscriptions/Fees	\$929.66	2.71%	\$20,517.08	59.82%	\$34,300.00
Printing/Marketing/Training	\$15,521.64	6.78%	\$223,666.50	97.67%	\$229,000.00
Total Operating Expenses	\$813,224.67	7.74%	\$9,333,618.30	88.86%	\$10,504,000.00
Operating Assistance					
Operating Deficit	(\$689,481.97)	7.65%	(\$7,913,953.00)	87.76%	(\$9,017,350.00)
Illinois Downstate Operating Assistance	\$528,596.00	7.74%	\$6,065,093.00	88.83%	\$6,827,600.00
FTA 5307 Operating Assistance	\$159,517.00	7.28%	\$1,817,921.00	83.02%	\$2,189,750.00
Total Operating Assistance	\$688,113.00	7.63%	\$7,883,014.00	87.42%	\$9,017,350.00

Connect Transit
Local Capital and Self-Insurance Fund Balance
May 2015

<u>Self-Insurance Fund:</u>	<u>The Illinois Funds- Cash Balance</u>	
05/01/15	Beginning Balance	\$ 106,859.21
05/29/15	Additions - Interest Income	\$ 2.15
05/31/15	Ending Balance	<u>\$ 106,861.36</u>

<u>Local Capital Reserve:</u>	<u>The Illinois Funds- Cash Balance</u>	
05/01/15	Beginning Balance	\$ 2,087.05
05/31/15	Additions - Interest Income	\$ 0.04
05/31/15	Ending Balance	<u>\$ 2,087.09</u>

<u>Local Capital</u>	<u>Commerce Bank - Cash Balance</u>	
05/01/15	Beginning Balance	\$ 3,513,115.96
05/04/15	Bank Error-transfer to checking	\$ (34.00)
05/05/15	International Display Systems	\$ (20,835.22)
05/08/15	Deposit- City of Bloomington	\$ 47,084.71
05/29/15	Additions - Interest Income	\$ 422.71
05/31/15	Ending Balance	<u>\$ 3,539,754.16</u>

<u>FTA & IDOT Capital</u>	<u>The Illinois Funds- Cash Balance</u>	
05/01/15	Beginning Balance	\$ 43,603.32
05/29/15	Additions - Interest Income	\$ 0.87
05/31/15	Ending Balance	<u>\$ 43,604.19</u>

Total Reserve Capital Account \$ 3,585,445.44

Breakdown of the Local Capital Reserve Fund- Cash Balance:

Local Capital #1	Local Capital #2
<u>\$ 43,604.19</u>	<u>\$ 3,541,841.25</u>

Breakdown of Local Funding in Local Capital #2 (Earmarked Funds):

	<u>FY15 Received</u> <u>5/31/2015</u>	<u>FY15 Receivable</u> <u>5/31/2015</u>
Bloomington	\$ 474,921.50	\$ 47,420.83
Normal	\$ 333,747.75	\$ 34,961.25
Total YTD	<u>\$ 808,669.25</u>	<u>\$ 82,382.08</u>

<u>Local Capital Reserve Fund Balance - Account Value</u>		
05/31/15	Cash Balance	\$ 3,585,445.44
05/31/15	Loans to Operating	\$ 2,980,249.22
05/31/15	Reserve fund for underground storage tank (Cap. I)	\$ (40,000.00)
05/31/15	Ending Balance	<u>\$ 6,525,694.66</u>
Local Capital #1	Local Capital #2	
\$ 3,604.19	\$ 6,522,090.47	

Statistics	May 2015						May 2014						% Change					
	Customers	Revenue Miles	Revenue Hours	Boardings per Revenue Hour	Customers	Revenue Miles	Revenue Hours	Boardings per Revenue Hour	Customers	Revenue Miles	Revenue Hours	Boardings per Revenue Hour	Customers	Revenue Miles	Revenue Hours	Boardings per Revenue Hour		
Connect Transit																		
Green A (2 buses)	25,772	9,858	708	36.40	29,808	10,218	737	40.45	-13.5%	-3.5%	-3.9%	-10.0%						
Red B (2 buses)	17,818	9,278	727	24.51	19,945	9,625	756	26.38	-10.7%	-3.6%	-3.8%	-7.1%						
Purple C (2 buses)	15,013	8,697	723	20.77	16,542	9,043	752	22.00	-9.2%	-3.8%	-3.9%	-5.6%						
Pink D (1 bus)	7,890	4,524	341	23.12	8,632	4,641	355	24.32	-8.6%	-2.5%	-3.8%	-4.9%						
Blue E (1 bus)	6,734	5,240	374	18.03	7,873	5,450	388	20.29	-14.5%	-3.9%	-3.7%	-11.1%						
Brown F (2 buses)	11,289	11,135	753	14.98	13,352	10,643	784	17.03	-15.5%	4.6%	-3.9%	-12.0%						
Yellow G (2 buses)	18,909	10,356	742	25.47	21,445	10,748	772	27.78	-11.8%	-3.6%	-3.8%	-8.3%						
Orange H (2 buses)	16,521	9,871	739	22.35	20,073	10,265	769	26.10	-17.7%	-3.8%	-3.9%	-14.4%						
Lime I (2 buses)	22,183	12,450	724	30.63	23,089	12,948	753	30.66	-3.9%	-3.8%	-3.8%	-0.1%						
Teal J (1 bus)	5,337	5,723	338	15.81	5,158	5,951	351	14.70	3.5%	-3.8%	-3.8%	7.6%						
Aqua K (1 bus)	9,991	5,855	373	26.78	11,311	6,091	388	29.15	-11.7%	-3.9%	-3.9%	-8.1%						
Heartland Exp (1 bus)	312	560	88	3.54	483	588	93	5.19	-35.4%	-4.8%	-5.2%	-31.9%						
ISU Tri Towers (2 buses)	8,148	1,490	140	58.20	11,935	1,490	140	85.25	-31.7%	0.0%	0.0%	-31.7%						
ISU College Station (2 buses)	1,848	2,268	171	10.79	2,674	2,288	171	15.64	-30.9%	0.0%	0.2%	-31.0%						
Nite Ride (3 buses)	2,543	1,406	106	24.10	3,323	1,615	122	27.24	-23.5%	-12.9%	-13.5%	-11.5%						
Total Fixed Route	170,308	98,711	7,047	24.17	195,643	101,584	7,331	26.69	-12.9%	-2.8%	-3.9%	-9.4%						
Demand Response																		
Connect Mobility	5,034	21,620	1,848	2.72	5,026	23,732	2,046	2.46	0.2%	-9.1%	-9.7%	10.9%						
Connect Late Night	556	3,012	224	2.48	615	3,984	249	2.47	-9.6%	-24.4%	-10.0%	0.5%						
Total Demand Response	5,590	24,632	2,072	2.70	5,641	27,766	2,295	2.46	-0.9%	-11.3%	-9.7%	9.8%						
SYSTEM TOTALS	175,898	123,343	9,119	19.29	201,284	129,350	9,626	20.91	-12.6%	-4.6%	-5.3%	-7.8%						

Metrics		Month: May 2015			
		Target	FY2015	FY2014	% Change
Effectiveness	Total Boardings per Revenue Hour	15.0	19.3	20.9	-7.8%
	Total Boardings per Capita	1.0	1.4	1.6	-12.6%
	Total Boardings per Revenue Mile	1.0	1.4	1.6	-8.4%
Safety	Total Preventable Accidents (Fixed Route and Demand Response)	0.0	-	-	0.0%
	Preventable Accidents per 100,000 Miles	0.0	-	-	0.0%
Efficiency	Farebox Recovery Ratio	13.3%	13.3%	10.6%	25.9%
	Average Fare	\$ 0.68	\$ 0.62	\$ 0.53	16.9%
	Cost per Revenue Hour	\$ 74.22	\$ 89.18	\$ 104.05	-14.3%
	Cost per Customer	\$ 5.10	\$ 4.62	\$ 4.98	-7.1%
	Operating Assistance Investment per Customer	\$ 4.42	\$ 4.01	\$ 4.45	-9.9%
Base Statistics for Calculations	Total Customers		175,898	201,284	-12.6%
	Total Revenue Hours		9,119	9,626	-5.3%
	Total Revenue Miles		123,343	129,350	-4.6%
	Total Bloomington-Normal Population (per the 2010 US Census)		129,107	129,107	0.0%
	Total Operating Expense		\$ 813,225	\$ 1,001,609	-18.8%
	Total Operating Revenue (includes all directly-generated revenue such as Universal Access)		\$ 108,473	\$ 106,141	2.2%
	Fixed Route		82.3%	90.8%	-9.4%
On Time Performance	Demand Response		98.0%	98.0%	0.0%
	Fixed Route		24	24	0
	Demand Response		13	13	0
VOMS					

Analysis & Interpretation



Statistics

	FY15 YTD				FY14 YTD				% Change			
	Customers	Revenue Miles	Revenue Hours	Boardings per Revenue Hour	Customers	Revenue Miles	Revenue Hours	Boardings per Revenue Hour	Customers	Revenue Miles	Revenue Hours	Boardings per Revenue Hour
Connect Transit												
Green A (2 buses)	316,904	110,699	7,975	39.74	358,142	110,137	7,974	44.91	-11.5%	0.5%	0.0%	-11.5%
Red B (2 buses)	246,383	104,649	8,187	30.10	243,214	104,127	8,185	29.71	1.3%	0.5%	0.0%	1.3%
Purple C (2 buses)	166,603	98,250	8,134	20.48	170,062	98,882	8,134	20.91	-2.0%	-0.6%	0.0%	-2.0%
Pink D (1 bus)	101,034	50,448	3,843	26.29	93,085	50,257	3,842	24.23	8.5%	0.4%	0.0%	8.5%
Blue E (1 bus)	78,839	58,935	4,201	18.77	82,320	58,893	4,201	19.60	-4.2%	0.1%	0.0%	-4.2%
Brown F (2 buses)	129,813	117,106	8,483	15.30	134,518	115,099	8,483	15.86	-3.5%	1.7%	0.0%	-3.5%
Yellow G (2 buses)	223,415	116,779	8,358	26.73	227,250	115,805	8,357	27.19	-1.7%	0.8%	0.0%	-1.7%
Orange H (2 buses)	205,318	111,546	8,325	24.66	218,420	111,261	8,324	26.24	-6.0%	0.3%	0.0%	-6.0%
Lime I (2 buses)	245,354	140,308	8,141	30.14	239,207	139,806	8,139	29.39	2.6%	0.4%	0.0%	2.5%
Teal J (1 bus)	56,613	64,453	3,800	14.90	50,739	69,215	3,838	13.22	11.6%	-6.9%	-1.0%	12.7%
Aqua K (1 bus)	111,301	65,974	4,195	26.53	113,580	65,998	4,193	27.09	-2.0%	0.0%	0.0%	-2.0%
HCC Express (1 bus)	11,484	4,872	768	14.96	9,539	4,788	754	12.65	20.4%	1.8%	1.8%	18.3%
ISU Tri Towers (2 buses)	452,150	33,197	3,120	144.92	299,115	33,858	3,170	94.36	51.2%	-2.0%	-1.6%	53.6%
ISU College Station (2 buses)	79,122	50,547	3,817	20.73	67,565	51,516	3,872	17.45	17.1%	-1.9%	-1.4%	18.8%
Nite Ride (3 buses)	71,122	41,272	3,088	23.03	51,482	42,397	3,179	16.19	38.1%	-2.7%	-2.9%	42.2%
Total Fixed Route	2,495,455	1,169,036	84,434	29.55	2,358,548	1,173,713	84,730	27.84	5.8%	-0.4%	-0.3%	6.2%
Demand Response												
Connect Mobility	64,375	282,789	22,325	2.75	53,442	260,789	20,251	2.64	14.8%	8.4%	10.2%	4.2%
Connect Late Night	6,668	35,929	2,343	2.85	6,396	35,550	2,272	2.82	4.3%	1.1%	3.1%	1.1%
Total Demand Response	68,043	318,718	24,668	2.76	59,838	296,339	22,523	2.66	13.7%	7.6%	9.5%	3.8%
SYSTEM TOTALS	2,563,498	1,487,754	109,102	23.50	2,418,386	1,470,052	107,253	22.55	6.0%	1.2%	1.7%	4.2%



Metrics

		Month: 2015 YTD		
	Target	FY2015	FY2014	% Change
Effectiveness				
	Total Boardings per Revenue Hour	15.0	23.5	4.2%
	Total Boardings per Capita	1.0	19.9	6.0%
	Total Boardings per Revenue Mile	1.0	1.7	4.7%
Safety				
	Total Preventable Accidents (Fixed Route and Demand Response)	0.0	16	-5.9%
	Preventable Accidents per 100,000 Miles	0.0	1.08	-7.0%
Efficiency				
	Farebox Recovery Ratio	13.3%	14.1%	-3.3%
	Average Fare	\$ 0.68	\$ 0.51	-1.6%
	Cost per Revenue Hour	\$ 74.22	\$ 85.55	6.0%
	Cost per Customer	\$ 5.10	\$ 3.64	1.7%
	Operating Assistance Investment per Customer	\$ 4.42	\$ 3.13	2.3%
Base Statistics for Calculations				
	Total Customers		2,418,386	6.0%
	Total Revenue Hours		109,102	1.7%
	Total Revenue Miles		1,487,754	1.2%
	Total Bloomington-Normal Population (per the 2010 US Census)		129,107	0.0%
	Total Operating Expense		\$ 9,333,619	7.8%
	Total Operating Revenue (includes all directly-generated revenue such as Universal Access)		\$ 1,314,151	4.3%
On Time Performance				
	Fixed Route		84.9%	-5.9%
	Demand Response		97.2%	0.2%

Analysis & Interpretation

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MEMO

DATE: June 30, 2015
TO: Board of Trustees
FROM: Andrew Johnson, General Manager

RECOMMENDATION: That the Illinois Farm Bureau Family of Companies Universal Access Agreement be approved.

BACKGROUND: The Universal Access Agreement allows employees of Illinois Farm Bureau Family of Companies, including Illinois Farm Bureau, Illinois Agricultural Association, COUNTRY Financial, Growmark, Illinois Soybean Association, and Illinois Corn Growers Association to ride Connect Transit fixed route buses free of charge upon displaying their valid employer ID.

Connect Transit will provide established and regularly publicized Bloomington-Normal citywide public transportation service.

Members of the Illinois Farm Bureau staff and Connect Transit came to the agreement for the Illinois Farm Bureau to pay Connect Transit \$1/per ride for one year of ridership (Universal Access) in FY 2016.

Illinois Farm Bureau will be "paying as they go" for rides at the full fare price. Over the last six (6) month period, the average monthly ridership has been 629 rides per month. Based on this prediction, the total amount received by Connect Transit is estimated to be \$7,500 for the 12 months of ridership.

FINANCIAL IMPACT: Illinois Farm Bureau has agreed to pay for employee ridership at the rate of \$1 per ride from July 1, 2015 to June 30, 2016 with estimated revenue of \$7,500.



UNIVERSAL ACCESS SERVICE AGREEMENT

Whereas, Illinois Farm Bureau family of companies (IFB) at 1701 Towanda Avenue, Bloomington, Illinois and Bloomington- Normal Public Transit System (Connect Transit) at 351 Wylie Drive, Normal, Illinois have agreed that benefits accrue to both parties in providing a means by which IFB may provide for fare prepayment for IFB employees utilizing the fixed route buses of Bloomington-Normal Public Transit System and,

Whereas, IFB and Connect Transit have agreed to terms which will allow IFB employees to use the fixed route services of the Connect Transit without the requirement to pay the posted fare.

Now therefore, the parties make this Universal Access Service Agreement the "Agreement" as follows:

CONTRACTING PARTIES: Bloomington-Normal Public Transit System "Connect Transit"

AND

Illinois Agricultural Association ("IAA")

UNIVERSAL ACCESS AGREEMENT TERM: July 1, 2015 to June 30, 2016 (inclusive)

UNIVERSAL ACCESS SCOPE:

During the period of the Universal Access term, Connect Transit will provide regularly scheduled fixed route services to the general public. Members of the general public are required to pay the posted fare when boarding the bus. Under this Agreement, employees of Illinois Agricultural Association, CC Services, Inc. and GROWMARK, Inc. (collectively, "IFB Family of Companies", will be allowed to board and ride any and all of the Connect Transit fixed route service offerings with no fare payment after proper display of their valid, current IFB employee identification card. Connect Transit and Illinois Agricultural Association ("IAA") will mutually determine a method by which the validity of identification cards can be verified.

CHANGES:

Any changes to the Agreement will be enacted upon mutual agreement of the parties, and will be modified by amendment to this Agreement. Such amendment (if any) may be agreed to by the parties without prejudice to any other terms of the Agreement.

OBLIGATIONS OF THE PARTIES

Connect Transit SHALL in its sole discretion and business judgment:

1. Provide buses for the regularly scheduled fixed route bus service offered to the general public on routes and schedules as determined from time to time by Connect Transit and generally announced to the public.
2. Provide vehicle drivers to meet the schedule and service commitment defined above under paragraph 1.



3. Maintain and service all vehicles provided under paragraph 1.
4. Provide, during regular Connect Transit office hours, in-house telephone information services to callers who seek information about Universal Access services.
5. Accept IFB Family of Companies issued employee identification cards, valid during the contract period, as pre-paid fares which entitle the bearer to whom the card was issued to ride Connect Transit fixed route services without fare payment. Persons who do not display a current employee identification card will be charged the general public posted fare.
6. Comply with all applicable laws and policies in the conduct of its business and in the performance of its obligations under this Agreement.
7. Exercise supervisory responsibility over employees of Connect Transit in the performance of its obligations under this Agreement.

UNIVERSAL ACCESS SERVICE AGREEMENT PRICE:

Universal Access charges will be based on actual ridership per month at a cost of \$1.00 per ride.

CONTRACT PAYMENT TERMS

Invoices will be sent monthly at the beginning of each month following universal access by IAA employees. Payment will be due 30 days after the invoice date.

OTHER MATTERS

Assignment: This Agreement shall not be assigned or delegated without the written consent of either party.

Relationship of Parties: Connect Transit is for all purposes an independent contractor and shall not be considered an employee or agent of IAA.

Binding Effect: This Agreement is binding upon the parties hereto and their successors and assigns.

Equal Employment: The parties represent to one another that each is an equal opportunity employer and agrees to abide by any applicable Federal and State rules and regulations concerning the same.

Force Majeure: This Agreement may be suspended or terminated when performance, by either party, becomes impossible or commercially frustrated due to events beyond the control of the party.

Venue: The parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of any State of Illinois court sitting in Bloomington, Illinois over any suit, action or proceeding at law or in equity arising out of or relating to this Agreement regardless of whether a party is a plaintiff or defendant in such suit, action or proceeding. The parties hereby irrevocably and unconditionally waive (i) any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum and (ii) any right a party has to a trial by jury in any action or proceeding arising out of or relating to this Agreement. Each party agrees that a final judgment in any such suit, action or proceeding brought in any such court shall be conclusive and



binding upon it and may be enforced in any other court to whose jurisdiction such party is or may be subject by suit upon such judgment.

Choice of Law: This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois, regardless of and without reference to principles of conflicts of law.

Entire Agreement: This Agreement puts an end to all negotiations between the parties and constitutes the entire agreement between the parties.



SIGNATURE FORM

This Agreement is made and concluded by and between Illinois Agricultural Association and Bloomington-Normal Public Transit System and each party's successors and assigns.

For and in consideration of the payments and agreements herein provided for to be made and performed the parties agree to furnish all labor, equipment, services, materials, and other means to do all work necessary to perform the duties and responsibilities to one another as set forth and all in accordance with this Agreement.

IAA agrees to pay Connect Transit for services rendered and work performed by Connect Transit in accordance with this Agreement subject to any additions or deductions as provided in said Agreement and to make payments on account thereof as provided in said Agreement.

This Agreement and all the covenants shall inure to the benefit and be binding upon the parties and their successors and assigns. Neither party shall have the right to assign, transfer, or sublet its interest or obligations hereunder without the written consent of the other party.

FOR: Bloomington-Normal Public Transit System

BY: _____
Bill Wilson, Chairman, Board of Trustees

Attest: _____
Mike McCurdy, Secretary, Board of Trustees

FOR: Illinois Agricultural Association

BY:

Authorized Signatory

ALAN DEDDS

Typed or Printed Name of Authorized Signatory



MEMO

DATE: June 30, 2015
TO: Board of Trustees
FROM: Andrew Johnson, General Manager

RECOMMENDATION: That the Heartland Community College Universal Access Agreement be approved.

BACKGROUND: The Universal Access Agreement allows students and employees of Heartland Community College to ride Connect Transit fixed route buses free of charge upon displaying their valid school ID. Connect Transit will provide established and regularly publicized Bloomington-Normal citywide public transportation service. Members of Heartland Community College staff and Connect Transit management came to the agreement for Heartland Community College to pay Connect Transit \$130,000.00 for one year of Universal Access in FY 2016, which is a \$10,000.00 (8.33%) increase over FY 2015.

FINANCIAL IMPACT: Heartland Community College has agreed to pay Connect Transit \$130,000 for one (1) year of Universal Access in FY 2016



UNIVERSAL ACCESS SERVICE AGREEMENT

Whereas, Heartland Community College (HCC) at 1500 W. Raab Road, Normal, Illinois and Bloomington-Normal Public Transit System (Connect Transit) at 351 Wylie Drive, Normal, Illinois have agreed that benefits accrue to both parties in providing a means by which HCC may provide for fare prepayment for HCC students utilizing the fixed route buses of Bloomington-Normal Public Transit System and,

Whereas, HCC and Connect Transit have agreed to terms which will allow HCC students to use the fixed route services of the Connect Transit without the requirement to pay the posted fare.

Now therefore, the parties make this Universal Access Service Agreement as follows:

CONTRACTING PARTIES: Bloomington-Normal Public Transit System

AND

Heartland Community College

UNIVERSAL ACCESS AGREEMENT TERM: July 1, 2015 to June 30, 2016 (inclusive)

UNIVERSAL ACCESS SCOPE:

During the period of the Universal Access term, Connect Transit will provide regularly scheduled fixed route services to the general public. Members of the general public are required to pay the posted fare when boarding the bus. Under this Universal Access Service Agreement, HCC students and employees will be allowed to board and ride any and all of the Connect Transit fixed route service offerings with no fare payment after proper display of their valid, current HCC student or employee identification card. Connect Transit and HCC will mutually determine a method by which the validity of identification cards can be verified. The estimated Universal Access ridership for the term of this agreement is 200,000.

CHANGES:

The parties agree to meet in the month of January 2016 to discuss the status of any potential budgetary issues. Any changes to the agreement will be enacted upon mutual agreement of the parties, and will be modified by amendment to this agreement. Such amendment (if any) may be agreed to by the parties without prejudice to any other terms of the Universal Access Service Agreement.

OBLIGATIONS OF THE PARTIES

Connect Transit SHALL:

1. Provide safe, clean and fully accessible, buses necessary to meet the Universal Access Service Agreement schedule and service commitment.



2. Provide all necessary and qualified drivers to meet the schedule and service commitment defined above under paragraph 1.
3. Provide all necessary maintenance support services required to appropriately maintain and service all vehicles provided under paragraph 1.
4. Provide, during regular Connect Transit office hours, in-house telephone information services to callers who seek information about Universal Access services.
5. Accept HCC issued student and employee identification cards, valid during the contract period, as pre-paid fares which entitle the bearer to whom the card was issued to ride Connect Transit fixed route services without fare payment. Persons who do not display a current student identification card will be charged the general public posted fare.

UNIVERSAL ACCESS SERVICE AGREEMENT PRICE:

Universal Access charges will be based on an estimated 200,000 rides in FY2016 at a cost of \$.65 per ride. Universal Access Service Agreement price is One Hundred and Thirty Thousand Dollars and no cents (\$130,000.00) at the above stated scope of persons to be included under this Universal Access Service Agreement.

To compensate for variations in ridership, HCC and Connect Transit agree that within thirty (30) days following the end of each calendar quarter covered by this agreement, both parties will meet to review the ridership for the quarter. If ridership has exceeded 50,000 for the quarter, HCC agrees to pay an amount based on the following formula:

$$(\text{Actual Quarterly Ridership} - 50,000) * \$0.65 = \text{Additional Amount Due Connect Transit}$$

If ridership is below 50,000, Connect Transit agrees to refund or credit an amount based on the following formula:

$$(50,000 - \text{Actual Quarterly Ridership}) * \$0.65 = \text{Amount Due HCC}$$

CONTRACT PAYMENT TERMS

The Universal Agreement price shall be payable in twelve (12) payments. The first payment will be due on July 1, 2015. Connect Transit will issue invoices for each of the remaining (11) payments on or before the 20th day of July, August, September, October, November and December of 2015, and January, February, March, April and May of 2016. Each invoice will reflect the amount due Connect Transit for Universal Access service in the month subsequent to the month in which the invoice is prepared.

Payment for invoices will be due on the first of the month following the month in which the invoice is prepared. In the first year of this Agreement, a payment of \$10,833.33 will be due on the first of July, August, September, October, November and December of 2015 and the first of January, February, March, April, May and June of 2016.



OTHER MATTERS

Assignment: This Universal Access Service Agreement shall not be assigned or delegated without the written consent of either party.

Relationship of Parties: Connect Transit is for all purposes an independent contractor and shall not be considered an employee or agent of HCC.

Binding Effect: This Universal Access Service Agreement is binding upon the parties hereto and their successors.

Equal Employment: The parties represent to one another that each is an equal opportunity employer and agrees to abide by any applicable Federal and State rules and regulations concerning the same.

Force Majeure: This Universal Access Service Agreement may be suspended or terminated when performance, by either party, becomes impossible or commercially frustrated due to events beyond the control of the party.

Entire Agreement: This Universal Access Service Agreement puts an end to all negotiations between the parties and constitutes the entire agreement between the parties.



SIGNATURE FORM

This Universal Access Service Agreement is made and concluded this 1st day of July, 2014 by and between Heartland Community College and Bloomington-Normal Public Transit System and each party's successors and assigns.

For and in consideration of the payments and agreements herein provided for to be made and performed the parties agree to furnish all labor, equipment, services, materials, and other means to do all work necessary to perform the duties and responsibilities to one another as set forth and all in accordance with this Universal Access Service Agreement.

HCC agrees to pay Connect Transit for services rendered and work performed by Connect Transit in accordance with this Universal Access Service Agreement subject to any additions or deductions as provided in said Universal Access Service Agreement and to make payments on account thereof as provided in said Universal Access Service Agreement.

This Universal Access Service Agreement and all the covenants shall inure to the benefit and be binding upon the parties and their successors and assigns. Neither party shall have the right to assign, transfer, or sublet their interest or obligations hereunder without the written consent of the other party.

FOR: Bloomington-Normal Public Transit System

BY: _____
Bill Wilson, Chairman, Board of Trustees

Attest: _____
Secretary, Board of Trustees

FOR: Heartland Community College

BY: 

Authorized Signatory

Douglas E. Minter
Typed or Printed Name of Authorized Signatory



MEMO

DATE: June 30, 2015
TO: Board of Trustees
FROM: Andrew Johnson, General Manager

RECOMMENDATION: That the Lincoln College Normal Universal Access Agreement be approved.

BACKGROUND: The Universal Access Agreement allows students of Lincoln College Normal to ride Connect Transit fixed route buses free of charge upon displaying their valid school ID. Connect Transit will provide established and regularly publicized Bloomington-Normal citywide public transportation service. Members of Lincoln College Normal staff and Connect Transit management came to the agreement for Lincoln College Normal to pay Connect Transit \$16,100.00 for one year of Universal Access in FY 2016, which is a \$3,450.00 (27.27%) increase over FY 2015.

FINANCIAL IMPACT: Lincoln College Normal has agreed to pay Connect Transit \$16,100 for one (1) year of Universal Access in FY 2016



UNIVERSAL ACCESS SERVICE AGREEMENT

Whereas, Lincoln College-Normal (LCN) at 715 W. Raab Road, Normal, Illinois and Bloomington-Normal Public Transit System (Connect Transit) at 351 Wylie Drive, Normal, Illinois have agreed that benefits accrue to both parties in providing a means by which LCN may provide for fare prepayment for LCN students utilizing the fixed route buses of Connect Transit and,

Whereas, LCN and Connect Transit have agreed to terms which will allow LCN students to use the fixed route services of Connect Transit without the requirement to pay the posted fare.

Now therefore, the parties make this Universal Access Service Agreement as follows:

CONTRACTING PARTIES:

Bloomington-Normal Public Transit System

AND

Lincoln College-Normal

UNIVERSAL ACCESS AGREEMENT TERM:

July 1, 2015 to June 30, 2016 (inclusive)

UNIVERSAL ACCESS SCOPE:

During the period of the Universal Access term, Connect Transit will provide regularly scheduled fixed route services to the general public. Members of the general public are required to pay the posted fare when boarding the bus. Under this Universal Access Service Agreement, LCN students and employees will be allowed to board and ride any and all of the Connect Transit fixed route service offerings with no fare payment after proper display of their valid, current LCN student or employee identification card. Connect Transit and LCN will mutually determine a method by which the validity of identification cards can be verified. The estimated Universal Access ridership for the term of this agreement is 28,000.

CHANGES:

The parties agree to meet in the month of January 2016 to discuss the status of any potential budgetary issues. Any changes to the agreement will be enacted upon mutual agreement of the parties, and will be modified by amendment to this agreement. Such amendment (if any) may be agreed to by the parties without prejudice to any other terms of the Universal Access Service Agreement.



OBLIGATIONS OF THE PARTIES

Connect Transit SHALL:

1. Provide safe, clean and fully accessible, buses necessary to meet the Universal Access Service Agreement schedule and service commitment.
2. Provide all necessary and qualified drivers to meet the schedule and service commitment defined above under paragraph 1.
3. Provide all necessary maintenance support services required to appropriately maintain and service all vehicles provided under paragraph 1.
4. Provide, during regular Connect Transit office hours, in-house telephone information services to callers who seek information about Universal Access services.
5. Accept LCN issued student and employee identification cards, valid during the contract period, as pre-paid fares which entitle the bearer to whom the card was issued to ride Connect Transit fixed route services without fare payment. Persons who do not display a current student identification card will be charged the general public posted fare.

UNIVERSAL ACCESS SERVICE AGREEMENT PRICE:

Universal Access charges will be based on an estimated 28,000 rides in FY2016 at a cost of \$.575 per ride. Universal Access Service Agreement price is Sixteen Thousand One Hundred Dollars and no cents (\$16,100.00) at the above stated scope of persons to be included under this Universal Access Service Agreement.

CONTRACT PAYMENT TERMS

The Universal Agreement price shall be payable in two (2) payments. Connect Transit will issue invoices for each of the two payments on or before the 10th day of July 2015 and January 2016. Each invoice will be in the amount of \$8,050.00. Payment for each invoice will be due by the first of the month following the month in which the invoice was issued.

OTHER MATTERS

Assignment: This Universal Access Service Agreement shall not be assigned or delegated without the written consent of either party.

Relationship of Parties: Connect Transit is for all purposes an independent contractor and shall not be considered an employee or agent of LCN.

Binding Effect: This Universal Access Service Agreement is binding upon the parties hereto and their successors.

Equal Employment: The parties represent to one another that each is an equal opportunity employer and agrees to abide by any applicable Federal and State rules and regulations concerning the same.



Force Majeure: This Universal Access Service Agreement may be suspended or terminated when performance, by either party, becomes impossible or commercially frustrated due to events beyond the control of the party.

Entire Agreement: This Universal Access Service Agreement puts an end to all negotiations between the parties and constitutes the entire agreement between the parties.

SIGNATURE FORM

This Universal Access Service Agreement is made and concluded this 1st day of July, 2015 by and between Lincoln College-Normal and Bloomington-Normal Public Transit System and each party's successors and assigns.

For and in consideration of the payments and agreements herein provided for to be made and performed the parties agree to furnish all labor, equipment, services, materials, and other means to do all work necessary to perform the duties and responsibilities to one another as set forth and all in accordance with this Universal Access Service Agreement.

LCN agrees to pay Connect Transit for services rendered and work performed by Connect Transit in accordance with this Universal Access Service Agreement subject to any additions or deductions as provided in said Universal Access Service Agreement and to make payments on account thereof as provided in said Universal Access Service Agreement.

This Universal Access Service Agreement and all the covenants shall inure to the benefit and be binding upon the parties and their successors and assigns. Neither party shall have the right to assign, transfer, or sublet their interest or obligations hereunder without the written consent of the other party.

FOR: Bloomington-Normal Public Transit System

BY: _____ Attest: _____
Bill Wilson, Chairman, Board of Trustees Secretary, Board of Trustees

FOR: Lincoln College-Normal

BY:  _____
Authorized Signatory Typed or Printed Name of Authorized Signatory
Greg Eimer
VP for Finance & Administration



MEMO

DATE: June 30, 2015
TO: Board of Trustees
FROM: Melissa Chrisman, Marketing and Business Development Manager

RECOMMENDATION: That a one (1) year firm-fixed price Radio Advertising Agreement with Great Plains Media be approved in an amount not to exceed \$23,400 and the General Manger be authorized to execute the necessary documents.

BACKGROUND: This recommendation is for radio advertising in FY2016, with Great Plains Media. To create awareness of our agency and highlight our involvement in the community radio advertising offers an easily adaptable media option that is accessible to every demographic and has a broad reach.

KEY FEATURES: Great Plains Media will provide the following:

- Twenty five (25) commercials a week during the first three (3) weeks of the month on 107.7 The Bull
- Commercials will air Monday through Sunday 6am -10pm
- Thirty (30) commercials a week during the first three (3) weeks of the month on 107.7 The Bull Streaming Channel
- The Connect Transit logo and link on www.1077thebull.com
- Ten (10) ads each day, during the first three (3) weeks of the month on the 107.7 The Bull mobile app where listeners can click to download Doublemap
- Quarterly support and partnership presence with Connect Transit community engagement events and activities such as Earth Day and Stuff the Bus.

BUDGET INFORMATION: Funding for this project will be made through the 2016 FY operating budget.



100% Renewal Plan

- 25- 30 second commercials each week for 52 weeks on 1077 The Bull; Monday through Sunday 6a-10p
- 25- 30 second commercials each week for 52 weeks on Magic 99.5; Monday through Sunday 6a-10p
- 99.5's streaming channels
- Connect Transit logo and link at 1077thebull.com
- Connect Transit logo and link at Magic995fm.com
- 10 ads each day on 1077 the Bulls app where listeners can click to download the Connect-Transit app
- Co-sponsorship of the 1077 The Bull Music Tent at the McLean County Fair August 5-9
- Co-sponsorship of our 3-station tailgate parties before ISU home football games
- Weekly cost: \$750, Annual cost: \$39,000

85% Plan

- 25- 30 second commercials each week for 52 weeks on 1077 The Bull; Monday through Sunday 6a-10p
- Connect Transit will also receive 30 commercials each week on 1077 The Bull's streaming channel
- Connect Transit logo and link at 1077thebull.com
- 10 ads each day on 1077 the Bulls app where listeners can click to download the Connect-Transit app
- Co-sponsorship of the 1077 The Bull Music Tent at the McLean County Fair August 5-9
- Weekly cost: \$650, Annual cost: \$33,800

60% Plan

- 25- 30 second commercials a week the first 3 weeks of each month (36 weeks) on 1077 The Bull; Monday through Sunday 6a-10p
- Connect Transit will also receive 30 commercials each week on 1077 The Bull's streaming channel
- Connect Transit logo and link at 1077thebull.com
- 10 ads each day on 1077 the Bulls app where listeners can click to download the Connect-Transit app
- Weekly cost: \$650, Annual cost: \$23,400

Approval



MEMO

DATE: June 30, 2015
TO: Board of Trustees
FROM: Isaac Thorne, Procurement Director

RECOMMENDATION: That a cost plus fixed fee contract in an amount not to exceed \$54,412.52 be awarded to HDR, Inc. for Economic Impact Study and the General Manager be authorized to execute the necessary documents.

BACKGROUND: The Economic Impact Study will evaluate the economic impact that Connect Transit provides to the Bloomington-Normal community, and better understand the economic impact that a well-developed, high functioning and fully funded transit system can provide.

Three (3) proposals were received and two (2) were evaluated. The two (2) proposals evaluated were from HDR and EDR Group. The third proposal was deemed as non-competitive due to the cost proposal submitted and was not evaluated. The evaluation score was based on the following criteria: 35% Qualifications and Experience, 35% Project understanding, methodology and approach to scope of work, and 30% Cost Proposal.

Proposer	Qualifications and Experience 35%	Project Understanding Scope of Work 35%	Cost Proposal 30%	Total Score
HDR	12.6	12.6	12	37.2
EDR Group	12.6	12.6	11.6	36.8

Overall, HDR received the highest combined score of 37.2 points and their proposal addresses all contract requirements. The project scope includes Generative Impacts, Redistributive Impacts, and Financial Transfer Impacts.

FINANCIAL IMPACT: The Economic Impact Study will be funded solely through local funds.



Substance Abuse Policy
&
Drug and Alcohol Testing Requirements

Substance Abuse Policy

Connect Transit is dedicated to providing safe, dependable, and economical transportation services to our customers and to protecting the safety, health, and well-being of all employees. We recognize that alcohol abuse and drug use pose a significant threat to these goals. To assist in meeting these goals and provide a healthy, satisfying working environment for its employees, it is the policy of CONNECT TRANSIT to:

- Assure that employees are not impaired by prohibiting drugs and/or alcohol in their ability to perform assigned duties in a safe and productive manner.
- Create a workplace environment free from the adverse effects of drug abuse and alcohol misuse.
- Prohibit the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances.
- Encourage employees to seek professional assistance for alcohol or drug dependency prior to it adversely affecting their ability to properly perform their duties.
- Certain aspects of the Connect Transit Substance Abuse Policy exceed those guidelines set forth under 49 CFR part 40 and 49 CFR part 655 and are identified in this document by ***ITALICS and ASTERISKS*****.

Consequences of Drug Use and/or Alcohol Misuse

CONNECT TRANSIT will not knowingly hire any individual who uses, manufactures, distributes, dispenses, or possess any prohibited drug or who engages in prohibited alcohol related conduct. CONNECT TRANSIT will maintain a pre-employment prohibited drug and alcohol screening program designed to prevent hiring anyone who engages in prohibited drug and alcohol activities.

Any employee who violates this policy will be subject to immediate termination of employment.

Policy Purposes

The purposes of this policy are:

- To protect CONNECT TRANSIT employees, customers, and the general public from the risks associated with the abuse of prohibited drugs and the misuse of alcohol.
- To comply with all applicable Federal regulations governing anti-drug and alcohol programs both in the workplace and in the transit industry.
 - Omnibus Transportation Employee Testing Act of 1991
 - 49 CFR part 655
 - Drug Free Workplace Act of 1988

Applicability

This policy applies to:

- All Connect Transit employees when they are;
 - on CONNECT TRANSIT property,
 - off CONNECT TRANSIT property having been relieved from duty for short break periods (such as a lunch break) when the employee is scheduled to return to work after the completion of the break period,
 - not on CONNECT TRANSIT property, but performing a CONNECT TRANSIT safety-sensitive function,
 - visitors, vendors, and contract employees while on CONNECT TRANSIT property
- Participation in this Substance Abuse Policy is a condition of employment and a condition of continued employment for all CONNECT TRANSIT safety-sensitive employees.
- The Substance Abuse Policy is intended to apply whenever anyone is representing or conducting business for CONNECT TRANSIT.

Responsibility

The Safety and Training Director will be responsible for the administration of this policy, the dissemination of this policy to all CONNECT TRANSIT safety-sensitive personnel, and the maintenance of all required and related records.

Definitions

- Accident – An occurrence associated with the operation of a CONNECT TRANSIT owned or leased vehicle in which:
 - An individual dies
 - An individual suffers a bodily injury which requires immediate medical treatment away from the scene of the occurrence
 - One or more vehicles involved incur disabling damage as a result of the occurrence and is towed or removed from the scene.
- CONNECT TRANSIT Property –All property, to include the premises and vehicles, owned or leased by CONNECT TRANSIT.
- Safety-Sensitive Employee – Any CONNECT TRANSIT employee who operates, works on, or directs the operation of CONNECT TRANSIT property. Safety-sensitive employees includes, but is not limited to, the following personnel:
 - General Manager
 - Transit Operations Director
 - Maintenance Director
 - Assistant Maintenance Director
 - Maintenance Supervisor
 - Safety and Training Director
 - Operations Supervisors
 - Dispatchers
 - Operators
 - Mechanics and Service Technicians
- Safety-Sensitive Function – Any of those on-duty functions as set forth in 49 CFR Part 655.4.

Prohibited Conduct

The manufacture, distribution, dispensation, possession, or use of a prohibited drug or misuse of alcohol by any CONNECT TRANSIT employee is prohibited at all times on all CONNECT TRANSIT property. Law enforcement shall be notified where criminal activity is suspected.

- CONNECT TRANSIT employees shall not use, manufacture, distribute, dispense, or possess any prohibited drug at any time. Employees who violate this provision will be subject to immediate termination of employment.
- CONNECT TRANSIT employees shall not consume alcohol at any time while on duty or while on CONNECT TRANSIT property. Employees who violate this provision will be subject to immediate termination of employment.
- ***CONNECT TRANSIT employees shall not use, manufacture, distribute, dispense, or possess synthetic cannabinoids, synthetic cathinones, or any other products that are designed as an analog to any prohibited drug or intoxicant or to simulate any prohibited drug or intoxicant at any time while on duty or while on CONNECT TRANSIT property. Examples include those items sold or distributed as “bath salts”, “herbal incense”, or “legal marijuana”. Employees who violate this provision will be subject to immediate termination of employment.*
- ***The illegal or unauthorized use of prescription drugs is prohibited. Employees who violate this provision will be subject to immediate termination of employment.*
- Safety-sensitive employees shall not consume alcohol within four (4) hours prior to performing a safety-sensitive function. Employees who violate this provision will be subject to immediate termination of employment.
- A safety-sensitive employee that is involved in an accident which requires a post-accident drug and alcohol test shall not consume alcohol for a period of eight (8) hours following the accident, or until the post-accident test is completed. Employees who violate this provision will be subject to immediate termination of employment.
- Safety-sensitive employees who refuse to test as herein required will be subject to immediate termination of employment.

Prescription and Over the Counter Medications

***Prescription and Over the Counter medications are not prohibited when taken in standard a dosage and/or according to a physician's prescription. Any employee taking prescribed or over the counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job. If the use of a medication could compromise the safety of the employee, fellow employees, or the public it is the employee's responsibility to notify their supervisor in order to discuss the use of appropriate personnel procedures (e.g., use of sick time, arranging a leave of absence) to avoid unsafe workplace practices.*

Notification of Apprehension, Arrest, and/or Conviction

***Any employee who is convicted of a criminal drug violation must notify CONNECT TRANSIT in writing within five (5) calendar days of the conviction. Appropriate disciplinary action, to include termination of employment, will be taken against those personnel who are convicted of a criminal drug violation.*

Any safety-sensitive employee who is apprehended or arrested for driving under the influence (DUI) or apprehended or arrested for suspicion of driving under the influence, and whose driving privileges are suspended or revoked by the State as a result of that apprehension or arrest, will be subject to immediate termination of employment.

Drug and Alcohol Testing Requirements

Drug Testing

- CONNECT TRANSIT will require testing for prohibited drugs in accordance with 49 CFR Part 655.21, which includes; Marijuana, Cocaine, Opiates, Amphetamines, and Phencyclidine. All urine specimens shall be split-sample and shall be taken promptly with as little delay as possible. The "primary" sample shall be at least 30ml or urine; the "split" sample shall be at least 15ml of urine. Immediately after the specimen is collected, in the presence of the employee, the specimen shall be divided into two separate containers, labeled, and sealed. The employee is obligated to identify each specimen and initial the specimen containers. The container containing the "primary" sample shall be sent to a Department of Health and Human Services (DHSS) certified testing laboratory on that day or the next normal business day by courier or the fastest practical method available. The "split" sample shall be preserved.
- The employee shall be given an opportunity to have the "split" sample tested at a DHHS certified laboratory of their own choosing and at their own expense within 72 hours of being informed of a positive result by the Medical Review Officer (MRO). An employee shall be reimbursed for the cost of the "split" sample test if the "split" sample test results in a negative finding. Additionally, if the "split" sample test results in a negative finding, the employee will be reimbursed for compensation lost as a result of the "primary" sample positive test.
- The failure of an employee to provide specimens of sufficient quantity, even after a 3 hour second opportunity following drinking up to 40 ounces of water, distributed reasonably through a period, will cause the employee to be referred for a medical evaluation to develop pertinent information as to whether the employee's inability to provide a specimen is genuine or constitutes a refusal to test. This medical evaluation shall be sent to the MRO, who will submit a conclusion in writing to the CONNECT TRANSIT designated Drug and Alcohol Program Manager. While this process is being accomplished the employee shall not be allowed to perform a safety-sensitive function and the employee will be placed on leave without pay. If the MRO concludes that there is a medically valid reason for the employee's inability to produce a specimen, the employee will be reimbursed for lost pay. If the MRO concludes that there is not a medically valid reason for the employee's inability to produce a specimen, the employee's failure will be considered a refusal to test.
- An employee who has a verified positive drug test shall immediately be removed from performing a safety-sensitive function and will be subject to immediate termination of employment. The employee will then be referred to a Substance Abuse Professional (SAP) for evaluation.

Refusal to Take a DOT Drug Test

As an employee, you are considered to have refused to take a drug test if you:

- Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer.
- Fail to remain at the testing site until the testing is complete; Provided that an employee who leaves the testing site before the process commences for a pre-employment test is not deemed to have refused to test.
- Fail to provide a urine specimen for any drug test required by Part 40.191 or DOT agency regulations; Provided that an employee who does not provide a urine specimen because they have left the testing site before the testing process commences for a pre-employment test is not deemed to have refused.
- Fail to permit the observation or monitoring of your provision of a specimen, if so required.
- Fail to provide a sufficient amount of urine when directed, and it has been determined through a medical evaluation, that there was no adequate medical explanation for the failure.
- Fail or decline to take an additional drug test that the employer or collector has directed you to take.
- Fail to undergo a medical examination or evaluation as directed by the MRO as part of the verification process or as directed by the Designated Employee Representative (DER). In the case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment.
- Fail to cooperate with any part of the testing process. For example: refuse to empty pockets when directed by the collector, behaving in a confrontational way that disrupts the collection process, fail to wash hands after being instructed to do so by the collector.
- Fail to follow the observer's instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around in order to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process. (Direct Observation Tests Only)
- Possess or wear a prosthetic device that could be used to interfere with the collection process.
- Admit to the collector or the MRO that you adulterated or substituted the specimen.

Alcohol Testing

- CONNECT TRANSIT will require alcohol testing in accordance with Federal Transit Administration (FTA) requirements set forth in Part 40. Two breath tests are required to determine if a person has a prohibited alcohol concentration. A "screen" test shall be conducted first. Any result less than .02% alcohol concentration is considered a negative test. If the alcohol concentration is .02% or greater, a second "confirmation" test must be conducted. This test shall be by means of an Evidential Breath Testing (EBT) device that prints out the results, date, time, a sequential test number, and the name and serial number of the EBT. The alcohol test must be conducted by a Breath Alcohol Technician (BAT) who is trained to operate the EBT and is proficient in all breath alcohol testing procedures.
- Employees shall only be tested for alcohol while performing a safety-sensitive function, just before performing a safety-sensitive function, or just after performing a safety-sensitive function. Any test with a result of .02% or greater but less than .04% shall cause the employee to immediately be placed on leave without pay for at least 24 hours. Employees with a test result of .02% or greater shall be subject to disciplinary action up to and including termination of employment. Employees with a test result of .04% or greater shall immediately be removed from their safety-sensitive function and will be referred to a SAP for evaluation.
- Failure of the employee to provide an adequate amount of breath during a breath alcohol test will cause the employee to be immediately referred for a medical evaluation to develop pertinent information concerning whether the employee's inability to provide the adequate amount of breath is genuine or constitutes a refusal to test. The physician shall submit a written medical evaluation to the MRO, who will submit a conclusion in writing to the CONNECT TRANSIT designated Drug and Alcohol Program Manager. While this process is being accomplished the employee will be placed on leave without pay. IF the MRO concludes that there is a medically valid reason for the employee's inability to produce a specimen, the employee will be reimbursed for lost pay. If the MRO concludes that there is not a medically valid reason for the employee's failure to produce a specimen the employee's failure will be considered a refusal to test.

Refusal to Take a DOT Alcohol Test

As an employee, you are considered to have refused to take an alcohol test if you:

- Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer.
- Fail to remain at the testing site until the testing process is complete; Provided that an employee who leaves the testing site before the process commences for a pre-employment test is not deemed to have refused to test.
- Fail to provide an adequate amount of saliva or breath for any alcohol test required by this part or DOT agency regulations; Provided that an employee who does not provide an adequate amount of breath or saliva because they have left the testing site before the testing process commences for a pre-employment test is not deemed to have refused a test.
- Fail to provide a sufficient breath specimen and the physician has determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
- Fail to undergo a medical examination or evaluation as directed by the employer as part of the insufficient breath procedures outlined at 40.265(c).
- Fail to sign the certification at step 2 of the ATF (see 40.241(g) and 10.251(d)).
- Fail to cooperate with any part of the testing process.

As an employee, if you refuse to take an alcohol test, you incur the same consequences specified under DOT agency regulations for a violation of the DOT agency regulations.

As a BAT or STT, or as the physician evaluating a “shy lung” situation, when an employee refuses to test as provided in this section, you must terminate the portion of the testing process in which you are involved, document the refusal on the ATF or in a separate document which you cause to be attached to the form. You must immediately notify the DER by a means that ensures the refusal notification is immediately received. You must make this notification directly to the DER.

Compliance

For the purposes of implementing this policy and complying with FTA regulations, all safety-sensitive employees will be required to take and successfully pass urine drug testing and breath alcohol testing under the following circumstances. Refusal to submit to such screenings shall be considered a positive test. A positive test will result in disciplinary action up to and including termination of employment. The random drug testing will be continuous and reasonably spread throughout the year on all days and hours during which safety-sensitive functions are being performed.

- **Pre-Employment Testing** – Applicants for safety-sensitive positions will be required to take a drug test, administered in accordance with these policy requirements and resulting in a verified negative before they can be hired for a safety-sensitive position. Employees who wish to transfer from other positions to a safety-sensitive position will be required to take a drug test, administered in accordance with these policy requirements and resulting in a verified negative before they can be transferred to a safety-sensitive position.
- **Reasonable Suspicion Testing** – Employees employed in safety-sensitive positions will be subject to drug and alcohol testing if a CONNECT TRANSIT supervisor, who has been trained in the detection of prohibited drug and alcohol abuse, has reasonable suspicion to believe that the covered employee has used prohibited drugs and/or alcohol. Reasonable suspicion will be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.
- **Post-Accident Testing** – Safety-sensitive employees will be required to submit to prohibited drug and alcohol testing subsequent to an accident involving CONNECT TRANSIT owned or leased vehicles in the following instances:
 - Fatal Accidents – As soon as practicable following an accident which involves the loss of human life, each surviving safety-sensitive employee that was operating a CONNECT TRANSIT vehicle involved in the accident will be tested.
 - Non-Fatal Accidents and Property Damage Accidents – As soon as practicable following an accident not involving the loss of human life, each operator of a CONNECT TRANSIT vehicle involved in the accident will be tested:
 - If an individual suffers bodily injury and immediately receives medical treatment away from the scene of the accident

- In any occurrence in which the CONNECT TRANSIT vehicle involved or one or more vehicles involved incurs disabling damage as a result of the occurrence and such vehicles are transported away from the scene by a tow truck or other vehicle
 - In any occurrence in which the mass transit vehicle involved is a rail car, trolley car, trolley bus, or vessel and the mass transit vehicle is removed from operation.
 - Following an accident which requires employee post-accident testing, employees to be tested must have an alcohol test administered within two (2) hours following the accident. If an alcohol test is not conducted within two (2) hours the employer shall prepare and maintain on file a record stating the reasons for which the alcohol test was not promptly administered. If an alcohol test is not administered within eight (8) hours following the accident, the employer shall cease attempt to administer an alcohol test and maintain the record. Records will be submitted to the FTA up request of the Administrator. Prohibited drug testing will occur within thirty-two (32) hours of the time of the accident. Any employee subject to post-accident testing must refrain from alcohol use for eight (8) hours following the accident or until the employee has completed a post-accident test, whichever comes first.
 - An employee subject to post-accident testing may not leave the scene of an accident without receiving express permission from the employer supervisor. In the event that the employee receives employer supervisor permission to leave the scene, the employee subject to post-accident testing must remain readily available for post-accident testing and keep the employer supervisor advised of their location. An employee who is subject to post-accident testing who leaves the scene of an accident without the express permission of the employer supervisor or who fails to keep the employer supervisor advised of their location prior to submitting to post-accident testing will be deemed to have refused to submit to testing. Nothing in this paragraph should be construed to prohibit the covered employee subject to post-accident testing from leaving the scene of an accident for the period of time necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.
 - You must not collect, by catheterization or other means, urine from an unconscious employee to conduct a drug test under this part. Nor may you catheterize a conscious employee. However, you must inform an employee who normally voids through self-catheterization that the employee is required to provide a specimen in that manner. If, as an employee, you normally void through self-catheterization and decline to do so, this constitutes a refusal to test.
- **Random Testing** – On various occasions throughout the year covered employees may be randomly tested for prohibited drug and/or alcohol use any time while on duty. Random testing will be performed at all hours of the day and all days when safety-sensitive functions are performed. The number of covered employees selected for testing each calendar year will be, at a minimum, an amount equal to the number of employees required to be tested pursuant to FTA regulations. The selection of safety-sensitive employees for random alcohol testing will be made up using a scientifically valid method that ensures each covered employee that they will have an equal chance of being selected each time random selections are made.
 - Safety-sensitive employees selected for a random test must proceed immediately to the test facility following notification of the random test.
- **Return to Duty Testing** – A safety-sensitive employee that has not performed a safety-sensitive function for ninety (90) consecutive days or more, and has been removed from the random pool during this period, must take a Pre-Employment drug test with a verified negative result prior to returning to duty. If a covered employee’s employment has not been terminated by the employer as a result of a refusal to test or as a result of a verified positive prohibited drug and/or alcohol test, before returning to duty a covered employee shall be required:
 - To take a return to duty prohibited drug and/or alcohol test with a verified negative result.
 - To be evaluated by a SAP to determine whether the covered employee has properly followed the recommendations for corrective action of the prohibited drug and/or alcohol abuse problem including successful completion of a SAP recommended rehabilitation program.
 - To receive a determination from the MRO that the employee may return to work.
 - To submit to periodic, unannounced follow up prohibited drug and/or alcohol tests for a period of up to sixty (60) months after the employee returns to duty.

Drug Test Results

The prohibited drug test results of employees will be reviewed by the CONNECT TRANSIT testing provider's MRO to determine whether there is any indication of a violation of the CONNECT TRANSIT prohibited drug policy. If an employee test results in a positive result, the MRO will give the person tested an opportunity to discuss the results and provide documentation of legally prescribed medication, which might account for the positive test result. The MRO will release test results to CONNECT TRANSIT, which will maintain them in a secure location with controlled access separate from the employee's personnel records. In the event that an employee's prohibited drug test is positive, the MRO will refer the employee to a SAP. Based on information gleaned by the SAP, the SAP may make additional referrals and recommendations to the employee.

If the MRO informs the employer that a negative test result was diluted, the employer will take the following action:

- Schedule the employee for a retest and ensure that the employee is given the minimum possible advance notice that they must go to the collection site.
- Treat the result of the directed test as the test result of record.
- If the directed test result is negative-dilute, the employee will not be required to take an additional test because the result was dilute.
- If the employee declines to take the directed test, the employee has refused the test for the purpose of this part and DOT agency regulations.

Alcohol Test Results

Alcohol test results shall be provided on forms established by Subpart C40.59 Appendix A. Copy 1 (white) will be retained by the BAT, copy 2 (green) shall be provided to the employee, and copy 3 (blue) shall be transmitted to CONNECT TRANSIT. In the event that an employee's alcohol test is positive, a SAP will discuss the matter with the employee and, based on information gleaned by the SAP, the SAP may make additional referrals and recommendations to the employee.

General

- Test results from all drug and alcohol tests shall be retained by CONNECT TRANSIT in a secured location with controlled access as specified in 49 CFR Part 655.73.
- Test results will not be released to any party without the employee's written consent, except as otherwise required by law.

Education Program

The Drug and Alcohol Program Manager will list and conspicuously post in a location accessible to all employees, a current listing of the names and locations of the following policy facilitators:

- Designated Drug and Alcohol Program Manager
- Designated Prohibited Drug and Alcohol Specimen Collection Service
- Designated Prohibited Drug Testing Facility
- Designated Medical Review Officer Services
- Designated Substance Abuse Professional Services
- Designated Breath Alcohol Technician Testing Services

The Drug and Alcohol Program Manager will ensure that supervisors designated to determine whether reasonable suspicion exists to require a driver to undergo testing under 49 CFR Part 655.14 receive at least sixty (60) minutes of education on alcohol misuse recognition. In the event that an employee is sent for alcohol testing because of a reasonable cause judgment made by a supervisor, a supervisor will transport the employee to the testing facility.

Supervisors are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor who knowingly disregards the requirements of this policy or who is found to deliberately misuse the policy in regard to subordinates shall be subject to disciplinary action up to and including termination of employment.

The Drug and Alcohol Program Manager will ensure that all employees receive at least sixty (60) minutes of education on prohibited drug use.

Laws and Regulations

- All records will be retained as listed in 49 CFR Part 655.71.
- CONNECT TRANSIT will comply with all Federal, State, and Local laws and regulations concerning prohibited drug and alcohol testing as well as violations of prohibited drug and alcohol use in the work place.
- Any safety-sensitive employee is entitled, upon written request, to obtain copies of any records pertaining to the employee's use of prohibited drugs or alcohol as well as test results. Access shall be contingent upon payment for records requested.
- CONNECT TRANSIT shall release information regarding a covered employee's record to any identified person pursuant to a specific written authorization from the employee.

Shared Responsibility

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both management and employees have important roles to play.

- In addition to those responsibilities listed above, management shall also:
 - Observe employee performance.
 - Investigate reports of dangerous practices.
- In addition to being concerned about working in a safe environment, employees are instructed to:
 - Support fellow workers in seeking help for prohibited drug and/or alcohol problems.
 - Report dangerous behavior to their supervisor or any other management employee.

Designated Facilitators

Drug and Alcohol Program Manager and Designated Employee Representative:

Dave White, Safety and Training Director
Connect Transit
351 Wylie Dr.
Normal, IL 61761
(Office) 309-829-1129
(Cell) 309-319-4004

Substance Abuse Professional:

Bradley Post, LCSW, CADC
Neurotherapy Institute of Central Illinois
3020 W. Willow Knolls Drive
Peoria, Illinois 61614
309-681-5850

Drug and Testing Services:

Specimen Collection, Medical Review Officer, and Breath Alcohol Collection Locations:

Pre-Employment Collections:

Integrated Work Injury Network (IWIN)
482 Wylie Dr
Normal, IL 61761
309-497-0300
Fax: 309-497-0922
Medical Review Officer-Dr. Hauter

Random, Post-Accident, and Reasonable Suspicion Testing Collections:

Integrated Work Injury Network (IWIN)	AdvocateBromenn Outpatient Center
482 Wylie Dr	3024 E Empire St
Normal, IL 61761	Bloomington, IL 61704
309-621-4288	309-556-7556
Medical Review Officer-Dr. Hauter	Medical Review Officer-Dr. Sutter

UnityPoint Health-Methodist
221 NE Glen Oak Ave
Peoria, IL 61636

U.S. Department of Health and Human Services Certified Testing Laboratories:

MedTox Laboratories	Alere Toxicology
402 W County Rd D	1111 Newton St.
St Paul, MN 55112	Gretna, LA 70053
800-832-3244, 651-636-7466	800-433-3823, 504-361-8989

Additional laboratories may be used as needed or required by the testing facility provided that they certified by HHS under the National Laboratory Certification Program.

Revision History

Initial Version-Peter Weber, General Manager	January 1, 1996
Amended-Gary Gwin, Trans. Superintendent	October 28, 1997
Amended-Gary Gwin, Trans. Superintendent	March 25, 2003
Amended-Gary Gwin, Trans. Superintendent	August 25, 2009
Amended-Gary Gwin, Trans. Superintendent	August 24, 2010
Amended-Dave White, Safety Director	March 1, 2012
Amended-Dave White, Safety Director	August 24, 2012 (System Name Change)
Amended-Dave White, Safety Director	May 20, 2014
Amended-Dave White, Safety Director	June 24, 2015

Board Chair, CONNECT TRANSIT

Date

ITEM F7

REVISED PROCUREMENT POLICY WILL BE RELEASED VIA ADDENDUM