



# AGENDA

## Meeting of the Connect Transit Board of Trustees

**April 22, 2014**

**4:30 P.M.**

### **Board Room**

**Connect Transit Operations Facility  
351 Wylie Drive, Normal, IL 61761**

- A. Call to Order
- B. Roll Call
- C. Public Comments
- D. Consent Agenda
  - 1. Approval of Minutes of Previous Executive Session of May 28, 2013, Executive Session of February, 25, 2014, Work Session of March 18, 2014, Annual Meeting of March 18, 2014 and Regular Meeting of March 18, 2014
  - 2. Disbursements for Month of March, 2014
  - 3. Financial Report for Months of February and March, 2014
  - 4. Capital and Self Insurance Reserve Fund Balances for months of February and March, 2014
  - 5. Monthly Statistical Report for month of March, 2014
- E. Old Business
  - 1. 2014 General Manager's Goals – Final Version
- F. New Business
  - 1. Amendment to By-Laws
  - 2. Cash Farm Lease Renewal
  - 3. Illinois State University Universal Access Agreement
  - 4. Recommendation for Insurance Brokerage Services
  - 5. Recommendation for Financial Auditing Services
  - 6. FY 2015 Proposed Budget



G. General Manager's Report

1. Strategic Plan Update – April 2014

H. Trustee's Comments

I. Executive Session – 5 ILCS 120/(c)(21) – Review of Closed Session Minutes

J. Adjournment



# February 2014

## Financial Reports

**Bloomington Normal Public Transit  
Balance Sheet**

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<b>Fiscal Year: 2014</b>	<b>Period 8</b>	<b>February - 2014</b>	<b>Division: 99 Board Reports</b>	<b>As of: 02/28/2014</b>
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<b>001 Assets</b>	
<b>005 Current Assets</b>	
100 Checking and Savings	\$4,122,283.87
110 Accounts Receivable	\$4,684,891.23
120 Inventory Asset - Fuel	\$29,795.27
122 Inventory Asset - Parts	\$233,379.94
123 Inventory Asset - Tires	\$0.00
140 Other Current Assets	\$130,970.05
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<b>141 Total Current Assets</b>	<b>\$9,201,320.36</b>
150 Fixed Assets	\$14,081,279.28
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<b>190 Total Assets</b>	<b>\$23,282,599.64</b>
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<b>200 Liabilities &amp; Equity</b>	
<b>205 Liabilities</b>	
207 Accounts Payable	\$254,644.45
210 Payroll Liabilities	\$470,948.26
220 Contracts	\$3,116.68
221 Due to Illinois Funds Account	\$2,980,249.22
222 Deferred Revenue	\$96,987.96
250 Deficit Funding Advance	\$0.00
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<b>290 Total Liabilities</b>	<b>\$3,805,946.57</b>
<b>298 EQUITY</b>	
300 Fixed Asset Equity	\$12,483,532.77
301 Unreserved Fund Equity	\$6,750,412.62
302 Underground Petroleum Storage	\$20,000.00
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<b>303 Total Equity</b>	<b>\$19,253,945.39</b>
305 Retained Earnings	\$222,707.68
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<b>399 Total Liabilities &amp; Equity</b>	<b>\$23,282,599.64</b>
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# Bloomington Normal Public Transit Income Statement With Approved Budget

Fiscal Year: 2014	Period 8	Division: 98 Operating Profit/Loss		As of: 02/28/2014		
		February - 2014	July-2013 Thru Feb-2014 Year To Date	Approved Budget	Approved Budget	
<b>Operating Revenue</b>						
Passenger Fares		\$63,337.27	8.53%	\$522,613.49	70.40%	\$742,300.00
ISU Contract Fare		\$39,701.20	8.33%	\$317,609.60	66.67%	\$476,415.00
Other Contract Fares		\$9,945.83	6.63%	\$79,566.68	53.04%	\$150,000.00
Advertising Revenue		\$0.00	0.00%	\$0.00	0.00%	\$15,000.00
Miscellaneous Revenue		\$306.10	15.31%	\$4,438.32	221.92%	\$2,000.00
<b>Total Operating Revenue</b>		<b>\$113,290.40</b>	<b>8.18%</b>	<b>\$924,228.09</b>	<b>66.70%</b>	<b>\$1,385,715.00</b>
<b>Operating Expenses</b>						
Operators Wages		\$332,579.00	8.05%	\$2,623,797.48	63.52%	\$4,130,570.00
Maintenance Wages		\$60,819.91	6.93%	\$479,253.33	54.63%	\$877,297.00
Administration Wages		\$50,816.01	7.24%	\$359,568.89	51.25%	\$701,655.00
Employer Payroll Tax Expense		\$38,432.37	8.23%	\$269,840.63	57.81%	\$466,778.00
Retirement Plan		\$16,389.27	6.56%	\$123,724.91	49.49%	\$250,000.00
Group Insurance		\$76,918.48	8.58%	\$570,952.86	63.72%	\$896,002.00
Uniform Expense		\$1,143.44	7.38%	\$17,250.15	111.29%	\$15,500.00
Professional Services		\$2,250.00	2.37%	\$53,607.46	56.55%	\$94,800.00
Outside Repair-Labor		\$2,270.89	2.90%	\$60,190.58	76.77%	\$78,400.00
Contract Maintenance Services		\$33,028.80	34.41%	\$96,850.18	100.89%	\$96,000.00
Custodial Services		\$423.65	6.62%	\$3,078.70	48.10%	\$6,400.00
Employee Recruiting/Testing/Temp Help		\$570.00	2.18%	\$20,354.83	77.69%	\$26,200.00
Fuel		\$87,592.44	7.28%	\$770,870.96	64.06%	\$1,203,420.00
Lubricants		\$636.33	2.77%	\$5,457.61	23.73%	\$23,000.00
Tires		\$5,388.36	6.64%	\$39,890.85	49.19%	\$81,100.00
Bus Repair Parts		\$24,229.41	20.19%	\$118,774.94	98.98%	\$120,000.00
Other Materials & Supplies		\$6,303.65	20.67%	\$37,347.24	122.45%	\$30,500.00
Shelters/Signs/Shop Tools		\$7,534.37	20.36%	\$15,673.12	42.36%	\$37,000.00
Computer and Office Supplies		\$7,309.36	5.35%	\$90,787.13	66.51%	\$136,500.00
Utilities		\$14,300.67	11.39%	\$81,888.74	65.25%	\$125,500.00
Corporate Insurance		\$24,767.71	13.58%	\$152,884.19	83.83%	\$182,378.00
Dues/Subscriptions/Fees		\$726.00	2.59%	\$20,884.00	74.59%	\$28,000.00
Printing/Marketing/Training		\$26,595.22	10.94%	\$121,280.25	49.91%	\$243,000.00
<b>Total Operating Expenses</b>		<b>\$821,025.34</b>	<b>8.34%</b>	<b>\$6,134,209.03</b>	<b>62.28%</b>	<b>\$9,850,000.00</b>
<b>Operating Assistance</b>						
Operating Deficit		(\$707,734.94)	8.36%	(\$5,209,980.94)	61.55%	(\$8,464,285.00)
Illinois Downstate Operating Assistance		\$533,467.00	8.35%	\$3,961,779.58	62.35%	\$6,386,250.00
FTA 5307 Operating Assistance		\$171,510.00	8.25%	\$1,207,185.80	58.09%	\$2,078,035.00
<b>Total Operating Assistance</b>		<b>\$704,977.00</b>	<b>8.33%</b>	<b>\$5,188,965.38</b>	<b>61.30%</b>	<b>\$8,464,285.00</b>

Connect Transit  
Local Capital and Self-Insurance Fund Balance  
February 2014

<b><u>Self-Insurance Fund:</u></b>	<b><u>The Illinois Funds- Cash Balance</u></b>	
02/01/14	Beginning Balance	\$ 106,840.43
02/28/14	Additions - Interest Income	\$ 0.98
02/28/14	Ending Balance	<u>\$ 106,841.41</u>

<b><u>Local Capital Reserve:</u></b>	<b><u>The Illinois Funds- Cash Balance</u></b>	
02/01/14	Beginning Balance	\$ 2,086.75
02/28/14	Additions - Interest Income	\$ 0.01
02/28/14	Ending Balance	<u>\$ 2,086.76</u>

<b><u>Local Capital</u></b>	<b><u>Commerce Bank - Cash Balance</u></b>	
02/01/14	Beginning Balance	\$ 2,588,033.34
02/13/14	Deposit - Normal	\$ 30,848.66
02/20/14	Masters Bros.	\$ (9,435.00)
02/28/14	Additions - Interest Income	\$ 299.25
02/28/14	Ending Balance	<u>\$ 2,609,746.25</u>

<b><u>FTA &amp; IDOT Capital</u></b>	<b><u>The Illinois Funds- Cash Balance</u></b>	
02/01/14	Beginning Balance	\$ 43,595.69
02/28/14	Additions - Interest Income	\$ 0.40
02/28/14	Ending Balance	<u>\$ 43,596.09</u>

**Total Reserve Capital Account** \$ 2,655,429.10

**Breakdown of the Local Capital Reserve Fund- Cash Balance:**

Local Capital #1	Local Capital #2
<u>\$ 43,596.09</u>	<u>\$ 2,611,833.01</u>

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

	<u>FY14 Received</u> <u>2/28/2014</u>	<u>FY14 Receivable</u> <u>2/28/2014</u>
Bloomington	\$ 315,371.07	\$ 45,053.01
Normal	\$ 246,789.28	\$ -
Total YTD	<u>\$ 562,160.35</u>	<u>\$ 45,053.01</u>

**Local Capital Reserve Fund Balance - Account Value**

	02/28/14	Cash Balance	\$ 2,655,429.10
	02/28/14	Loans to Operating	\$ 2,980,249.22
	02/28/14	Reserve fund for underground storage tank (Cap. I)	\$ (40,000.00)
	02/28/14	Ending Balance	<u>\$ 5,595,678.32</u>
	Local Capital #1	Local Capital #2	
	<u>\$ 3,596.09</u>	<u>\$ 5,592,082.23</u>	



March 2014

## Financial and Statistical Reports

Disbursements to be Approved  
April 22, 2014

<b>Payee</b>	<b>Goods Purchased</b>	<b>Amount</b>
A.T.U. - C.O.P.E.	Payroll Deduction	\$ 195.27
Aaron Bergman, Matco Tool Distributor	Bus Parts	\$ 185.00
ABC Bus Companies	Bus Parts	\$ 180.70
Action Roofing, Inc.	Roofing	\$ 225.00
Advocate Medical Group	Drug Testing	\$ 181.00
Ally	Car Lease	\$ 82.00
Amalgamated Transit Union Local 752	Payroll Deduction	\$ 5,132.35
AmerenIP	Electric Charges	\$ 438.99
American Solutions for Business	Office Supplies	\$ 156.86
Andrew Johnson	Car Allowance	\$ 500.00
Assurance Agency, Ltd.	Insurance	\$ 97,757.00
Barker Motor Co.	Bus Parts	\$ 1,329.88
Bellas Landscaping	Snow Removal	\$ 12,076.00
Brinks US	Armored Services	\$ 247.98
Cavalry Portfolio Services, LLC	Payroll Deduction	\$ 1,116.00
CDS Office Technologies	Office Supplies	\$ 220.32
Central Illinois Trucks Inc.	Bus Parts	\$ 849.54
CIRBN, LLC	Internet	\$ 695.68
City of Bloomington	Utilites	\$ 1,037.94
Clark Baird Smith, LLP	Legal Service	\$ 737.50
Clement Communications	Safety/Training	\$ 484.74
Comcast Cable	Internet	\$ 399.85
Comcast Spotlight	Commercial Advertising	\$ 2,000.00
Corn Belt Energy Corp.	Utilites	\$ 4,783.24
Cummins Crosspoint	Bus Parts	\$ 6,126.72
David Calhoon	Return of excess P/R deduction	\$ 2.20
Dennison Corporation	Outside Repair	\$ 358.08
Discount Mountain, Inc.	Software & Tech Support	\$ 1,199.88
Dish Network	Television Service	\$ 120.00
Eitan Weltman	Payroll Deduction	\$ 612.42
Evergreen FS	Fuel	\$ 176,743.48
Fastenal Company	Bus Parts	\$ 2,367.97
Fleet-Net Corporation	Software & Tech Support	\$ 1,442.50
Four Seasons Association	Payroll Deduction	\$ 536.00
Frontier	Telephone	\$ 942.49
G&K Services	Cleaning Uniforms & Rugs	\$ 954.70
GE Capital C/O Ricoh USA Program	Copiers	\$ 961.32
Getz Fire Equipment	Fire Alarm Service	\$ 180.50
Gillig LLC	Bus Parts	\$ 11,533.80
Global Equipment, Inc.	Garage Supplies	\$ 149.70
Health Alliance Medical Plans	Insurance	\$ 73,583.00
Henson Disposal	Garage Overhead	\$ 164.50
Heritage Machine & Welding, Inc.	Bus Parts	\$ 1,194.33

ICMA Retirement Trust - 457	Pension Plan	\$	32,536.73
Idaho Child Support Receipting	Payroll Deduction	\$	190.00
Illinois Cooperative Association	Radio Maintenance	\$	150.00
Illinois Department of Revenue	Payroll Deduction	\$	18,548.76
Illinois Oil Marketing Equipment, Inc.	Maintenance	\$	395.00
Illinois State Disbursement Unit	Payroll Deduction	\$	2,925.04
Inter-City Supply Company	Office Supplies	\$	47.87
Interstate Batteries of Mid-Illinois	Batteries	\$	2,392.30
IWIN	Employee Physicals	\$	94.00
Jennifer Sorenson	Employee Reimbursement	\$	430.51
Joe's Towing and Recovery	Towing	\$	250.00
John H. Germeraad, Trustee	Payroll Deduction	\$	960.00
Lincoln National Life Insurance Co.	Dental Insurance	\$	2,889.88
McLean County Chamber of Commerce	Showcase	\$	295.00
McNichols Co.	Maintenance Supplies	\$	5,325.25
MCS Office Technologies	Web Site Hosting -	\$	35.00
Michelin North America, Inc	Tires	\$	10,752.52
Miller Janitor Supply	Maintenance Supplies	\$	659.24
Minerva Promotions	Uniforms	\$	2,107.00
Mohawk Mfg. & Supply Co.	Bus Parts	\$	494.78
Morris Avenue Garage	Bus Testing	\$	340.00
Mutual of Omaha	Life, AD&D,STD & LTD	\$	6,665.21
Napa Auto Parts	Bus Parts	\$	761.14
New Flyer Industries Canada UIC	Bus Parts	\$	1,063.60
Nicor Gas	Utilites	\$	5,869.26
NMHG Financial Services	Sweeper Lease	\$	813.63
Normal CornBelters	Promotional	\$	4,500.00
Oberlander Alarm Systems, Inc.	Security Alarm Serv Fee	\$	191.00
Orkin Pest Control	Pest Control	\$	78.65
Payroll - Net		\$	279,876.10
Petty Cash	Reimbursement	\$	46.96
Pinnacle Door	Door Repair	\$	959.10
Pipco Companies, LTD	Building repair	\$	1,491.49
Premier Print Group	Rider Guides	\$	2,875.00
Ricoh USA, INC	Copier	\$	330.16
Rilco, Inc.	Oil, Anitfreeze	\$	3,274.70
Select Screen Prints and Embroidery	Promotional	\$	704.00
Stephens Auto Glass	Glass	\$	55.00
The Copy Shop	Printing	\$	153.65
The Encompass Gas Group, Inc	Welding Supplies	\$	307.22
The Great Display Co., LLC	Vinyl graphics for buses	\$	4,560.00
The Pantagraph	Subscription	\$	96.00
Town of Normal	Utilites	\$	9.20
Truck Centers, Inc.	Bus Parts	\$	10,596.09
U.S. Postal Service	Stamps	\$	196.00
United States Treasury	P/R Taxes	\$	1,054.19
United Way of McLean County	Payroll Deduction	\$	15.50

usimprints.com	Promotional	\$	1,075.00
Verizon Wireless	Mobile Data Terminals for SS	\$	551.28
Visa	Travel & Meetings	\$	6,832.54
Visa	Office Supplies	\$	34.47
Visa	Safety/Training	\$	437.67
Visa	Advertising - Employment	\$	86.60
Visa	Web Site	\$	169.93
VSP Of Illinois	Vision Insurance	\$	583.04
Wayne Printing	Printing	\$	321.94
WGLT	Radio Advertising	\$	750.00
Wilcox Electric & Service, Inc	Electrical work	\$	1,449.83
Winkle Environmental Service	Cleaning supplies	\$	170.00
			<hr/>
Total Operating		\$	831,010.46
	<b>Capital Account</b>		<hr/>
Goranson Consulting, Inc	Strategic Planning	\$	4,000.00
			<hr/>
Total		\$	<u>835,010.46</u>



# Bloomington Normal Public Transit Income Statement With Approved Budget

Fiscal Year: 2014	Period 9	Division: 98 Operating Profit/Loss		As of: 03/31/2014		
		March - 2014	Jul-2013 Thru Mar-2014 Year To Date	Year To Date	Approved Budget	
<b>Operating Revenue</b>						
Passenger Fares		\$68,654.53	9.25%	\$591,268.02	79.65%	\$742,300.00
ISU Contract Fare		\$39,701.20	8.33%	\$357,310.80	75.00%	\$476,415.00
Other Contract Fares		\$9,945.83	6.63%	\$89,512.51	59.68%	\$150,000.00
Advertising Revenue		\$0.00	0.00%	\$0.00	0.00%	\$15,000.00
Miscellaneous Revenue		\$351.65	17.58%	\$4,789.97	239.50%	\$2,000.00
<b>Total Operating Revenue</b>		<b>\$118,653.21</b>	<b>8.56%</b>	<b>\$1,042,881.30</b>	<b>75.26%</b>	<b>\$1,385,715.00</b>
<b>Operating Expenses</b>						
Operators Wages		\$319,681.27	7.74%	\$2,943,478.75	71.26%	\$4,130,570.00
Maintenance Wages		\$60,511.59	6.90%	\$539,764.92	61.53%	\$877,297.00
Administration Wages		\$50,831.67	7.24%	\$410,400.56	58.49%	\$701,655.00
Employer Payroll Tax Expense		\$37,748.91	8.09%	\$307,589.54	65.90%	\$466,778.00
Retirement Plan		\$30,933.82	12.37%	\$154,658.73	61.86%	\$250,000.00
Group Insurance		\$74,174.98	8.28%	\$645,127.84	72.00%	\$896,002.00
Uniform Expense		\$1,277.86	8.24%	\$18,528.01	119.54%	\$15,500.00
Professional Services		\$2,237.50	2.36%	\$55,844.96	58.91%	\$94,800.00
Outside Repair-Labor		\$1,246.11	1.59%	\$61,436.69	78.36%	\$78,400.00
Contract Maintenance Services		\$14,523.65	15.13%	\$111,373.83	116.01%	\$96,000.00
Custodial Services		\$243.15	3.80%	\$3,321.85	51.90%	\$6,400.00
Employee Recruiting/Testing/Temp Help		\$361.60	1.38%	\$20,716.43	79.07%	\$26,200.00
Fuel		\$91,606.54	7.61%	\$862,477.50	71.67%	\$1,203,420.00
Lubricants		\$1,413.95	6.15%	\$6,871.56	29.88%	\$23,000.00
Tires		\$5,364.16	6.61%	\$45,255.01	55.80%	\$81,100.00
Bus Repair Parts		\$12,128.15	10.11%	\$130,903.09	109.09%	\$120,000.00
Other Materials & Supplies		\$3,128.51	10.26%	\$40,475.75	132.71%	\$30,500.00
Shelters/Signs/Shop Tools		\$176.30	0.48%	\$15,849.42	42.84%	\$37,000.00
Computer and Office Supplies		\$4,074.28	2.98%	\$94,861.41	69.50%	\$136,500.00
Utilities		\$17,434.69	13.89%	\$99,323.43	79.14%	\$125,500.00
Corporate Insurance		\$14,773.00	8.10%	\$167,657.19	91.93%	\$182,378.00
Dues/Subscriptions/Fees		\$96.00	0.34%	\$20,980.00	74.93%	\$28,000.00
Printing/Marketing/Training		\$20,758.59	8.54%	\$142,038.84	58.45%	\$243,000.00
<b>Total Operating Expenses</b>		<b>\$764,726.28</b>	<b>7.76%</b>	<b>\$6,898,935.31</b>	<b>70.04%</b>	<b>\$9,850,000.00</b>
<b>Operating Assistance</b>						
Operating Deficit		(\$646,073.07)	7.63%	(\$5,856,054.01)	69.19%	(\$8,464,285.00)
Illinois Downstate Operating Assistance		\$496,843.00	7.78%	\$4,478,622.58	70.13%	\$6,386,250.00
FTA 5307 Operating Assistance		\$146,290.00	7.04%	\$1,353,475.80	65.13%	\$2,078,035.00
<b>Total Operating Assistance</b>		<b>\$643,133.00</b>	<b>7.60%</b>	<b>\$5,832,098.38</b>	<b>68.90%</b>	<b>\$8,464,285.00</b>

Connect Transit  
Local Capital and Self-Insurance Fund Balance  
March 2014

<b><u>Self-Insurance Fund:</u></b>	<b><u>The Illinois Funds- Cash Balance</u></b>	
03/01/14	Beginning Balance	\$ 106,841.41
03/31/14	Additions - Interest Income	\$ 1.59
03/31/14	Ending Balance	<u>\$ 106,843.00</u>

<b><u>Local Capital Reserve:</u></b>	<b><u>The Illinois Funds- Cash Balance</u></b>	
03/01/14	Beginning Balance	\$ 2,086.76
03/31/14	Additions - Interest Income	\$ 0.03
03/31/14	Ending Balance	<u>\$ 2,086.79</u>

<b><u>Local Capital</u></b>	<b><u>Commerce Bank - Cash Balance</u></b>	
03/01/14	Beginning Balance	\$ 2,609,746.25
03/04/14	Deposit - Bloomington	\$ 45,053.01
03/21/14	Deposit - Normal	\$ 30,848.66
03/28/14	Deposit - Bloomington	\$ 45,053.01
03/31/14	Additions - Interest Income	\$ 338.67
03/31/14	Ending Balance	<u>\$ 2,731,039.60</u>

<b><u>FTA &amp; IDOT Capital</u></b>	<b><u>The Illinois Funds- Cash Balance</u></b>	
03/01/14	Beginning Balance	\$ 43,596.09
03/31/14	Additions - Interest Income	\$ 0.64
03/31/14	Ending Balance	<u>\$ 43,596.73</u>

**Total Reserve Capital Account** \$ 2,776,723.12

**Breakdown of the Local Capital Reserve Fund- Cash Balance:**

Local Capital #1	Local Capital #2
<u>\$ 43,596.73</u>	<u>\$ 2,733,126.39</u>

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

	<u>FY14 Received</u> <u>3/31/2014</u>	<u>FY14 Receivable</u> <u>3/31/2014</u>
Bloomington	\$ 405,477.09	\$ -
Normal	\$ 277,637.94	\$ -
Total YTD	<u>\$ 683,115.03</u>	<u>\$ -</u>

**Local Capital Reserve Fund Balance - Account Value**

03/31/14	Cash Balance	\$ 2,776,723.12
03/31/14	Loans to Operating	\$ 2,980,249.22
03/31/14	Reserve fund for underground storage tank (Cap. I)	\$ (40,000.00)
03/31/14	Ending Balance	<u>\$ 5,716,972.34</u>
Local Capital #1	Local Capital #2	
<u>\$ 3,596.73</u>	<u>\$ 5,713,375.61</u>	

Statistics	March 2014					March 2013					% 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	
Connected Transit															
Green A (2 buses)	34,134	10,218	737	46.33		22,763	9,888	737	30.90		50.0%	3.3%	0.0%	50.0%	
Red B (2 buses)	22,450	9,625	756	29.68		19,941	9,598	756	26.36		12.6%	0.3%	0.0%	12.6%	
Purple C (2 buses)	15,394	9,043	752	20.48		11,459	9,806	755	15.18		34.3%	-7.8%	-0.4%	34.9%	
Pink D (1 bus)	8,317	4,641	355	23.42		6,545	4,666	355	18.43		27.1%	-0.5%	0.0%	27.1%	
Blue E (1 bus)	7,842	5,450	388	20.19		5,380	5,439	388	13.85		45.8%	0.2%	0.0%	45.8%	
Brown F (2 buses)	12,380	10,643	784	15.79		8,950	10,629	784	11.42		38.3%	0.1%	0.0%	38.3%	
Yellow G (2 buses)	20,042	10,748	772	25.95		16,833	10,399	772	21.79		19.1%	3.4%	0.0%	19.1%	
Orange H (2 buses)	19,670	10,265	769	25.57		16,029	10,364	769	20.84		22.7%	-1.0%	0.0%	22.7%	
Lime I (2 buses)	22,235	12,948	753	29.52		17,624	12,857	753	23.40		26.2%	0.7%	0.0%	26.2%	
Teal J (1 bus)	4,623	5,951	351	13.16		1,893	9,535	379	5.00		144.2%	-37.6%	-7.2%	163.2%	
Aqua K (1 bus)	10,058	6,091	388	25.92		6,594	6,195	388	16.99		52.5%	-1.7%	0.0%	52.5%	
Heartland Exp (1 bus)	785	588	93	8.48		40	59	3	14.04		1862.5%	905.1%	3149.5%	-39.6%	
ISU Tri Towers (2 buses)	32,667	3,405	320	102.15		26,149	3,405	304	86.11		25.0%	0.0%	5.4%	18.6%	
ISU College Station (2 buses)	6,153	5,184	391	15.72		6,228	5,184	385	17.08		-1.2%	0.0%	7.4%	-8.0%	
Nite Ride (3 buses)	5,122	4,395	327	15.66		5,088	4,587	333	15.29		0.7%	-4.2%	-1.7%	2.4%	
Total Fixed Route	221,892	109,195	7,938	27.95		171,516	112,610	7,841	21.87		29.4%	-3.0%	1.2%	27.8%	
Demand Response															
Connect/Mobility	5,283	27,619	2,038	2.59		4,585	22,217	1,346	3.41		15.2%	24.3%	51.4%	-23.9%	
Connect Late Night	629	3,374	219	2.87		643	3,030	205	3.14		-2.2%	11.4%	6.8%	-8.4%	
Total Demand Response	5,912	30,993	2,257	2.62		5,228	25,247	1,551	3.37		13.1%	22.8%	45.5%	-22.3%	
SYSTEM TOTALS	227,804	140,188	10,195	22.35		176,744	137,857	9,392	18.82		28.9%	1.7%	8.5%	18.7%	

Metrics		Month: Mar 2014			
		Target	FY2014	FY2013	% Change
Effectiveness	Total Boardings per Revenue Hour	15.0	22.3	18.8	18.7%
	Total Boardings per Capita	1.0	1.8	1.4	28.9%
	Total Boardings per Revenue Mile	1.0	1.6	1.3	26.7%
Safety	Total Preventable Accidents (Fixed Route and Demand Response)	0.0	2	1	100.0%
	Preventable Accidents per 100,000 Miles	0.0	3	1	103.4%
Efficiency	Farebox Recovery Ratio	13.3%	15.5%	16.2%	-4.4%
	Average Fare	\$ 0.68	\$ 0.52	\$ 0.66	-21.6%
	Cost per Revenue Hour	\$ 74.22	\$ 75.01	\$ 77.03	-2.6%
	Cost per Customer	\$ 5.10	\$ 3.36	\$ 4.09	-18.0%
	Operating Assistance Investment per Customer	\$ 4.42	\$ 2.84	\$ 3.43	-17.3%
Base Statistics for Calculations	Total Customers		227,804	176,744	28.9%
	Total Revenue Hours		10,195	9,392	8.5%
	Total Revenue Miles		140,188	137,857	1.7%
	Total Bloomington-Normal Population (per the 2010 US Census)		129,107	129,107	0.0%
	Total Operating Expense		\$ 764,726.00	\$ 723,479.00	5.7%
	Total Operating Revenue (includes all directly-generated revenue such as Universal Access)		\$ 118,302.00	\$ 117,029.00	1.1%

Analysis & Interpretation

Statistics	FY14 January - March 2014				FY13 January - March 2013				% 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	% Change
Connect Transit													
Green A (2 buses)	95,944	29,512	2,128	45.09	70,944	28,926	2,157	32.89	35.2%	2.0%	-1.3%	37.1%	
Red B (2 buses)	66,857	27,800	2,185	30.60	60,981	28,088	2,215	27.53	9.6%	-1.0%	-1.4%	11.1%	
Purple C (2 buses)	41,814	26,124	2,170	19.27	33,496	28,696	2,206	15.19	24.8%	-9.0%	-1.6%	28.9%	
Pink D (1 bus)	23,931	13,406	1,026	23.33	20,087	13,652	1,039	19.32	19.1%	-1.8%	-1.3%	20.7%	
Blue E (1 bus)	22,086	15,724	1,121	19.70	15,796	15,897	1,136	13.91	39.8%	-1.1%	-1.3%	41.7%	
Brown F (2 buses)	34,386	30,728	2,264	15.19	26,222	31,113	2,292	11.44	31.1%	-1.2%	-1.2%	32.7%	
Yellow G (2 buses)	57,707	31,038	2,231	25.87	50,846	30,431	2,261	22.49	13.5%	2.0%	-1.3%	15.0%	
Orange H (2 buses)	55,912	29,649	2,222	25.17	48,124	30,382	2,252	21.37	16.2%	-2.4%	-1.3%	17.8%	
Lime I (2 buses)	61,737	37,350	2,173	28.41	53,668	37,561	2,202	24.37	15.0%	-0.6%	-1.3%	16.6%	
Teal J (1 bus)	13,043	17,182	1,014	12.86	5,793	27,899	1,108	5.23	125.2%	-38.4%	-8.5%	146.0%	
Aqua K (1 bus)	26,203	17,563	1,120	25.19	21,570	18,363	1,150	18.76	30.8%	-4.2%	-2.6%	34.3%	
HCC Express (1 bus) (NCWWS)	2,910	1,372	216	13.47	92	183	9	10.30	3063.0%	648.5%	2319.8%	30.7%	
ISU Tri Towers (2 buses)	79,523	10,853	1,020	77.96	59,281	10,853	996	59.55	34.1%	0.0%	2.5%	39.9%	
ISU College Station (2 buses)	20,117	16,524	1,248	16.12	35,331	16,524	1,207	29.26	-43.1%	0.0%	3.3%	-44.9%	
Nike Ride (3 buses)	14,187	12,755	955	14.86	14,874	12,627	918	16.20	-4.6%	1.0%	4.0%	-8.3%	
Holiday Express	310	1,675	83	3.73	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
Total Fixed Route	618,667	319,274	23,175	26.70	517,105	331,195	23,147	22.34	19.6%	-3.6%	0.1%	19.5%	
Demand Response													
Connect Mobility	14,622	72,337	5,676	2.58	12,676	62,022	4,234	3.04	13.6%	16.6%	34.1%	-15.3%	
Connect Late Night	1,855	9,647	622	2.98	1,931	10,055	626	3.09	-3.9%	-4.1%	-0.6%	-3.4%	
Total Demand Response	16,477	81,984	6,298	2.62	14,607	72,077	4,860	3.05	11.3%	13.7%	29.6%	-14.1%	
SYSTEM TOTALS	635,144	401,258	29,473	21.55	531,912	403,272	28,006	18.99	19.4%	-0.5%	5.2%	13.5%	

Month: FY14 January - March 2014

	Target	FY2014	FY2013	% Change
<b>Effectiveness</b>				
Total Boardings per Revenue Hour	15.0	21.6	19.0	13.5%
Total Boardings per Capita	1.0	4.9	4.1	19.4%
Total Boardings per Revenue Mile	1.0	1.6	1.3	20.0%
<b>Safety</b>				
Total Preventable Accidents (Fixed Route and Demand Response)	0.0	5	5	0.0%
Preventable Accidents per 100,000 Miles	0.0	20	20	-0.5%
<b>Efficiency</b>				
Farebox Recovery Ratio	13.3%	14.3%	15.4%	-7.0%
Average Fare	\$ 0.68	\$ 0.53	\$ 0.66	-19.2%
Cost per Revenue Hour	\$ 74.22	\$ 80.35	\$ 81.50	-1.4%
Cost per Customer	\$ 5.10	\$ 3.73	\$ 4.29	-13.1%
Operating Assistance Investment per Customer	\$ 4.42	\$ 3.19	\$ 3.63	-12.0%
<b>Base Statistics</b>				
Total Customers		635,144	531,912	19.4%
Total Revenue Hours		29,473	28,006	5.2%
Total Revenue Miles		401,258	403,272	-0.5%
Total Bloomington-Normal Population (per the 2010 US Census)		129,107	129,107	0.0%
Total Operating Expense		\$ 2,367,995.00	\$ 2,282,515.00	3.7%
Total Operating Revenue (includes all directly-generated revenue such as Universal Access)		\$ 339,318.00	\$ 351,593.00	-3.5%

Analysis & Interpretation



	FY14 YTD				FY13 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	#DIV/0!
Connect Transit													
Green A (2 buses)	294,688	89,675	6,499	45.35	218,652	89,071	6,529	33.49	34.8%	0.7%	-0.5%	35.4%	
Red B (2 buses)	197,756	84,814	6,673	29.64	177,015	84,730	6,699	26.43	11.7%	0.1%	-0.4%	12.2%	
Purple C (2 buses)	137,894	81,450	6,628	20.81	110,420	86,469	6,668	16.56	24.9%	-5.8%	-0.6%	25.6%	
Pink D (1 bus)	74,905	40,972	3,132	23.91	60,483	41,137	3,149	19.21	23.8%	-0.4%	-0.5%	24.5%	
Blue E (2 buses)	66,978	47,972	3,423	19.57	46,509	47,900	3,436	13.54	44.0%	0.2%	-0.4%	44.5%	
Brown F (2 buses)	108,553	93,846	6,913	15.70	82,758	93,661	6,941	11.92	31.2%	0.2%	-0.4%	31.7%	
Yellow G (2 buses)	183,488	93,992	6,812	26.93	160,230	91,813	6,842	23.42	14.5%	2.4%	-0.4%	15.0%	
Orange H (2 buses)	177,956	90,907	6,785	26.23	148,433	91,785	6,819	21.77	19.9%	-1.0%	-0.5%	20.5%	
Lime J (2 buses)	192,430	114,071	6,635	29.00	166,525	114,369	6,665	24.98	15.6%	-0.3%	-0.5%	16.1%	
Teal J (1 bus)	40,797	60,660	3,135	13.01	18,758	84,800	3,364	5.58	117.5%	-28.4%	-6.8%	133.3%	
Aqua K (1 bus) (NCMHS)	91,752	53,925	3,419	26.93	63,636	54,609	3,431	18.55	44.2%	-1.3%	-0.4%	44.7%	
HCC Express (1 bus)	7,379	3,584	564	13.07	262	456	22	11.79	2716.4%	685.4%	2439.3%	10.9%	
ISU Tri Towers (2 buses)	226,776	27,664	2,590	87.57	172,315	27,451	2,519	68.41	31.6%	0.8%	2.8%	28.0%	
ISU College Station (2 buses)	54,007	42,120	3,164	17.07	80,709	41,796	3,055	26.42	-33.1%	0.8%	3.5%	-35.4%	
Nite Ride (3 buses)	38,787	34,974	2,624	14.78	39,056	35,284	2,563	15.24	-0.7%	-0.9%	2.4%	-3.0%	
Holiday Express	310	1,675	83	3.73	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
Total Fixed Route	1,894,456	962,321	69,080	27.42	1,545,761	985,331	68,703	22.50	22.6%	-2.3%	0.5%	21.9%	
Demand Response													
Connect Mobility	42,702	210,719	14,713	2.90	36,826	174,632	12,645	2.91	16.0%	20.7%	16.4%	-0.3%	
Connect Late Night	5,177	27,972	1,911	2.71	5,614	29,339	2,169	2.59	-7.8%	-4.7%	-11.9%	4.6%	
Total Demand Response	47,879	238,691	16,624	2.88	42,440	203,971	14,814	2.86	12.8%	17.0%	12.2%	0.5%	
SYSTEM TOTALS	1,942,335	1,201,012	85,704	22.66	1,588,201	1,189,302	83,517	19.02	22.3%	1.0%	2.6%	19.2%	



		Month: 2014 YTD			
		Target	FY2014	FY2013	% Change
Effectiveness	Total Boardings per Revenue Hour	15.0	22.7	19.0	19.2%
	Total Boardings per Capita	1.0	15.0	12.3	22.3%
	Total Boardings per Revenue Mile	1.0	1.6	1.3	21.1%
Safety	Total Preventable Accidents (Fixed Route and Demand Response)	0.0	12	12	0.0%
	Preventable Accidents per 100,000 Miles	0.0	144	143	1.0%
Efficiency	Farebox Recovery Ratio	13.3%	15.0%	15.4%	-2.5%
	Average Fare	\$ 0.68	\$ 0.53	\$ 0.64	-16.7%
	Cost per Revenue Hour	\$ 74.22	\$ 80.50	\$ 79.12	1.7%
	Cost per Customer	\$ 5.10	\$ 3.55	\$ 4.16	-14.6%
	Operating Assistance Investment per Customer	\$ 4.42	\$ 3.02	\$ 3.52	-14.2%
Base Statistics for Calculations	Total Customers		1,942,335	1,588,201	22.3%
	Total Revenue Hours		85,704	83,517	2.6%
	Total Revenue Miles		1,201,012	1,189,302	1.0%
	Total Bloomington-Normal Population (per the 2010 US Census)		129,107	129,107	0.0%
	Total Operating Expense		\$ 6,898,933.00	\$ 6,607,846.00	4.4%
	Total Operating Revenue (includes all directly-generated revenue such as Universal Access)		\$ 1,038,091.00	\$ 1,019,598.00	1.8%

Analysis & Interpretation



## **2014 Goals – General Manager – Projected Goal Achievement, First Quarter of 2015**

*(Not in any order of priority with strategic plan aspirations denoted)*

- Award contract and complete a comprehensive operational analysis of the system *(Funding & Expanded Services)*
- Design and implement second phase of route restructuring *(Expanded Services)*
- Complete procurement process for new heavy duty bus order *(Expanded Services)*
- Complete architecture & engineering for Front Street Transfer Center *(Expanded Services)*
- Complete bus stop and shelter study and begin installation program *(Expanded Services)*
- Establish the initial action plan for obtaining dedicated local funding *(Funding)*
- Award contract for a new revenue collection system *(Funding & Expanded Services)* & Begin evaluation of fare structure and propose future revisions *(Funding)*
- Initiate more formalized and targeted advocacy process that coordinates Board and staff *(Awareness/Education & Key Relationships/Partnerships)*
- Establish a transit rider advisory committee *(Awareness/Education & Key Relationships/Partnerships)*
- Create a succession plan for transit system management *(Funding & Expanded Services)*



## MEMO

Date: April 22, 2014

To: Board of Trustees

Subject: Amendment to By-Laws and Resolution Granting Signing Authority

**BACKGROUND:** On May 28, 2013, the Board of Trustees amended its By-Laws to reflect changes implemented as a result of the March, 2012 Intergovernmental Agreement passed by both the Town of Normal and the City of Bloomington. Additional small changes were requested by the Board to add/delete language from the Meetings of Trustees and Order of Business sections.

In December of 2013, changes in Administrative staff resulted in minor changes to the By-Laws' Order of Business section. The Order of Business section of the By-Laws should be amended to reflect those changes.

Upon further review of the By-Laws, staff discovered that additional house-keeping items should be addressed. Item #15 of the Checks section states that "all checks, drafts or orders for the payment of money shall be signed by any two (2) authorized persons from a list of employees fixed by Resolution/Action of the Trustees". Staff was unable to verify that any Resolution or Action had been made by the Board. A Resolution has been prepared designating two (2) authorized employees and one (1) alternate to sign all checks, drafts for orders for the payment of money.

**PROPOSED ACTION:** That the amendments to By-Laws be approved and the Resolution granting authority to certain employees of Connect Transit to sign checks, drafts or orders of money on behalf of Connect Transit in connection with the day-to-day business transactions and operations be adopted.

April 22, 2014

# **BY-LAWS OF BLOOMINGTON-NORMAL PUBLIC TRANSIT SYSTEM**

## **OFFICES**

1. The office of the System shall be located at 351 Wylie Drive, Normal, Illinois. The System may also have other offices in the City of Bloomington or the Town of Normal in the State of Illinois, at such other places as the Trustees may from time to time designate.

## **SEAL**

2. The System shall have, and does adopt, a Seal, which, ~~in words and figures shall appear as set forth below:~~ shall be affixed to official documents executed in the course of System business.

## **TRUSTEES**

3. The property and business of the System shall be managed and controlled by its Board of Trustees, seven (7) in number. The Trustees shall hold office “in accordance with the ordinances adopted by the two cities and until their successors are elected and qualified”.

## **POWER OF TRUSTEES**

4. The Trustees shall have, in addition to such powers as are hereinafter expressly conferred upon them all such powers as may be exercised by the System subject to the provisions of the laws of the federal government and the State of Illinois, and the ordinances providing for the creation of the System.

The Trustees shall have the powers as prescribed in the ordinance, “Section Four, Board of Trustees”, items “A through I” as attached.

## **MEETINGS OF THE TRUSTEES**

5. An annual meeting of the Trustees shall be held each year on the same date and at the same place as the regular monthly meeting of the Trustees in March, and it shall immediately precede the Trustees' meeting. Any business may be transacted at the annual meeting, but one purpose shall be the election of officers for the next ensuing year which will end on the last day of June. No prior notice of such meeting shall be required to be given to the Trustees.

Regular meetings of the Trustees shall be held monthly at the office of the System, with the hour and the day of the month to be fixed by Resolution/Vote of the Trustees.

If the date of the regular meeting comes on a legal holiday the Board of Trustees shall determine the meeting date.

Special meetings of the Trustees may be called by the Chairman on two days' notice, in writing, or verbally to all Trustees, and shall be called by the Chairman in like manner on the written request of two Trustees.

Regular meetings and Special meetings may be held at an alternative site other than the office of the System with sufficient advance notice as required by law.

For any meeting, attendance by four (4) or more of the Trustees holding office shall constitute a quorum, but a smaller number may adjourn from time to time without further notice until a quorum is secured.

Action may be taken by the Trustees only upon a vote of four (4) of the Trustees casting affirmative votes.

An agenda shall be distributed to all Trustees for regular meetings at least 24 hours before the time of the meeting.

The agenda shall be prepared from the office of the General Manager and shall contain the language and background of each of the proposals to be discussed at the regular meeting.

## **ORDER OF BUSINESS**

6. At the regular meetings of the Trustees of the system, the following shall be the order of business:

Call to Order

Public Comment

~~Approval of Minutes of Previous Meetings~~

~~Items Removed from Consent Agenda~~

Consent Agenda (to include disbursements, financial and operational reports, approval of meeting minutes, and items considered to be routine in nature as appropriate and enacted by one motion. There will be no separate discussion of these items unless a Trustee or citizen so requests, in which event, the item will be removed from the Consent Agenda and considered in New Business.)

Old Business

New Business

General Manager Report

Trustee Comments/Announcements

Executive Session – cite section

~~Correspondence~~

Adjournment

The Trustees shall adopt, by resolution, rules of procedure for meetings of the Trustees and such rule of procedure shall be followed by the Trustees. In the absence of such resolution, Roberts Rules of Order shall prevail. Resolutions shall be voted on by voice vote unless any of the Trustees present at such meeting call for a roll call. Upon a Trustee calling for a roll call, the vote shall be taken and recorded by the Secretary by name with the Trustees voting in alphabetical order.

## **OFFICERS OF THE SYSTEM**

7. The Officers of the System shall be a Chairman, a Vice Chairman, a Secretary, and such other officers as may from time to time be chosen by the Trustees.

No Trustee shall hold more than one office at any given time. The officers of the System shall hold office until their successors are chosen and qualified in their stead.

## **CHAIRMAN**

8. The Chairman shall be the principal officer of the Board of Trustees. It shall be his/her duty to preside at all meetings of the Trustees, to request that the General Manager execute all orders and resolutions of the Trustees, and to execute contracts, agreements, deeds, bonds, mortgages, and other obligations and instruments in the name of the System, as directed by the Board. The Chairman shall be a Citizen Trustee.

## **VICE-CHAIRMAN**

9. The Vice-Chairman shall be vested with all the powers and required to perform all the duties of the Chairman in his/her absence or disability and shall perform such other duties as may be prescribed by the Board of Trustees.

## **CHAIRMAN PRO-TEM**

10. In the absence of the Chairman and the Vice Chairman, the Trustees may appoint from their own number a Chairman ProTem.

## **SECRETARY**

11. The Secretary, or his/her designee, shall attend all meetings of the System. He shall record or cause to be recorded all of the proceedings of such meetings in a manner kept for that purpose. He shall perform such other duties as shall be assigned to him by the Chairman or the Board of Trustees. He shall also have or delegate custody of the official Seal.

The Secretary shall attest to the execution of all contracts, agreements, deeds, mortgages, or other obligations and instruments in the name of the System, and shall affix the seal thereto when authorized by the Trustees.

## **GENERAL MANAGER**

12. The General Manager shall be the Chief Executive of the System, in charge of day to day administrative operations, exercising the duties and powers assigned to him by the Trustees, in addition to each of the following:
  - a. to have general and active management of the business of the System.
  - b. to see that all orders and resolutions of the Trustees are carried into effect.
  - c. to hire agents, clerks, assistants, factors, employees, and to dismiss them at his discretion, to fix their duties and emoluments, and to change them from time to time and to require security as the General Manager may deem proper.
  - d. to exercise or to confer on any employee of the System, the power of selecting, discharging, or suspending employees of the System.
  - e. to negotiate or to confer on any employee or agent of the System, the power to negotiate collective bargaining agreements on behalf of the System provided, any such collective bargaining agreement shall be subject to final approval by the Trustees.
  - f. to invest or cause to be invested the funds of the System.
  - g. to keep or cause to be kept the accounts of receipts and disbursements of the System.

## **DUTIES OF OFFICERS MAY BE DELEGATED**

13. In the case of the absence or disability of any officer of the System, or for any other reason deemed sufficient by a majority of the Trustees, the Trustees may delegate his/her powers or duties to any other officer or to any Trustee for the time being.

## **FISCAL YEAR**

14. The fiscal year of the System shall end on the last day of June in each year, or on such other date as may be fixed by Resolution of the Trustees.

## **CHECKS**

15. All checks, drafts or orders for the payment of money shall be signed by any two (2) authorized persons from a list of employees fixed by Resolution of the Trustees from time to time, with the latest Resolution to be effective and to replace any or all prior authorizations. No checks shall be signed in blank.

(#15 may be revised dependent upon recommendations from auditors and to reflect current protocols.)

## **NOTICES**

16. Notice required to be given under the provisions of these by-laws to any Trustee or officer shall be construed to mean personal notice, but may be given in writing by depositing the same in a post office or letter box in a postpaid, sealed wrapper, addressed to such Trustee or officer at such address as appears on the books of the System, and such notice shall be deemed to be given at the time when the same shall be thus mailed. Any Trustee or officer may waive, in writing, any notice required to be given under these by-laws, whether before or after the time stated therein.

## **BOND**

17. All Trustees and employees of the System shall be bonded in an amount to be determined by the Trustees for the faithful performance of their duties which involve the handling of monies belonging to the System. The cost of such bond shall be paid by the System.

## **AMENDMENTS OF BY-LAWS**

18. These by-laws may be amended, repealed, or added to at any regular meeting of the Trustees, or at any special meeting called for that purpose, by affirmative vote of four (4) of the Trustees, provided, however, that notices of the proposed changes in these by-laws shall be given the Trustees at least three days prior to the meeting at which they are to be considered.

**RESOLUTIONS**

19. The Trustees shall act by resolution adopted on any matter of business coming before them not specifically covered by the ordinances creating the System. Such resolution shall in form be as follows:

“On motion duly made and seconded, the Trustees did adopt the following resolution. BE IT RESOLVED...” (here insert the action adopted).

Any action taken by the Trustees prior to the adoption of the form of the resolution herein as ratified, confirmed and approved by the Trustees as if same had been adopted in the form prescribed herein.

The foregoing By-Laws were approved unanimously by the Trustees at a meeting held on the 22<sup>nd</sup> Day of April, 2014 and are still in full force and effect.

DATED THIS 22<sup>nd</sup> DAY OF April 2014.

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Chairman

ATTEST:

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Secretary

ORDINANCE NO. 2012- 12  
ORDINANCE NO: 5434

**AN ORDINANCE AMENDING THE OPERATING STRUCTURE OF BLOOMINGTON  
NORMAL PUBLIC TRANSIT SYSTEM**

WHEREAS, the Town of Normal and City of Bloomington, by intergovernmental agreement, established an intergovernmental agency known as the Bloomington Normal Public Transit System; and

WHEREAS, the Bloomington Normal Public Transit System was established pursuant to home rule and intergovernmental cooperation authority set forth in Sections 6 and 10 of Article 7 of the 1970 Constitution of the State of Illinois; and

WHEREAS, pursuant to the same authority, the Town of Normal and City of Bloomington desire to revise the governing ordinances for the operation and control of the Bloomington Normal Public Transit System.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE TOWN OF NORMAL AND THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, AS FOLLOWS:

SECTION ONE: DEFINITIONS. As used herein the following terms shall have the following meaning:

- A. Board means the Board of Trustees of the Bloomington Normal Public Transit System.
- B. Corporate Authorities means (1) the Board of Trustees of the Town of Normal, and (2) the City Council of the City of Bloomington.
- C. Mass Transit Facility means any local public transportation facility utilized by a substantial number of persons for their daily transportation, and includes not only the local public transportation facility itself but ancillary and supporting facilities such as, for example, motor vehicle parking facilities, as well.
- D. System means the Bloomington Normal Public Transit System created by the Town of Normal and the City of Bloomington.

SECTION TWO: CONTINUATION OF SYSTEM. The Bloomington Normal Public Transit System previously established as an intergovernmental agency of the Town of Normal and City of Bloomington be and the same is hereby confirmed and continued for the purpose of acquiring, constructing, owning, operating and maintaining mass transit facilities for public service or subsidizing the operation thereof.

SECTION THREE: AREA OF SERVICE. The operating area of the Bloomington Normal Public Transit shall be the combined corporate limits of the Town of Normal and the City of Bloomington as the same now or hereafter exists.

SECTION FOUR: BOARD OF TRUSTEES.

A. General. The powers of the Bloomington-Normal Public Transit System shall repose in and be exercised by a Board of Trustees consisting of seven members. The Board shall set policy, but not have any direct control over the day-to-day administration of the System; day-to-day administration being a function of a General Manager appointed by the Board pursuant to Section 4H. Four of the trustees shall be citizens of the City of Bloomington and three shall be citizens of the Town of Normal. The City Managers of Bloomington and Normal shall be non-voting ex-officio members of the Board of Trustees.

B. Method of Selection. Four trustees shall be appointed by the Mayor with the advice and consent of the corporate authorities of the City of Bloomington and three trustees shall be appointed by the President of the Board of Trustees with the advice and consent of the corporate authorities of the Town of Normal. Vacancies shall be filled for an unexpired term in the same manner as an original appointment. Re-appointment shall be at the discretion of the appointing body. A Certificate of Appointment of any trustee shall be filed with the Clerk of each municipality and shall be conclusive proof of the due and proper appointment of such Trustee.

C. Term of Office. The terms of trustees shall be of four years duration. In order to promote orderly succession in the replacement of trustees, the terms of trustees appointed as of the effective date of this ordinance shall be staggered by lot, with two current trustees to serve a term of four years, two current trustees to serve a term of three years, and three current trustees to serve a term of two years. Terms of trustees appointed thereafter shall be four years in duration. Terms of trustees shall be deemed to expire at the end of the last day of June in the year they are to expire; however, trustees shall be permitted to hold over in their terms until their successors have been appointed.

D. Compensation. Trustees shall receive no compensation for their service, but shall be entitled to the necessary expenses, including travel expenses incurred in the discharge of their duties.

E. Operating Procedure. The majority of the trustees holding office shall constitute a quorum of the Board for the purpose of conducting its business and exercising its powers and for all other purposes. Action may be taken by the Board upon a vote of the majority of the trustees present, unless in any case the Bylaws of the Board shall require a larger number. The Board shall elect a Chair Person, a Vice Chair Person and a Secretary from among the trustees. The Board shall be considered a public body for purposes of the Illinois Open Meeting Act and the Illinois Freedom of Information Act.

F. Conflict of Interest. For purposes of complying with 5 ILCS 420/4A-101 et seq., Disclosure of Economic Interest, the System shall be considered a unit of local government, and

for purposes of complying with Article 70 of the State Official and Employees Ethics Act, the System shall be considered a governmental entity.

G. Removal. A trustee whose term has not expired may be removed at will by the body which appointed said trustee. Removal may be by the Mayor with the majority consent of the Council or by a two-thirds majority of the Council without the consent of the Mayor. An order of removal shall be filed with the Clerk of the body which appointed the trustee and a copy provided to the trustee.

H. Officers and Employees. The Board shall appoint a General Manager of the System who shall have authority to hire or contract with a private contractor which shall recommend management services, any and all employees, agents, professionals and other persons, permanent and temporary, as determined necessary to operate and maintain the System. The General Manager shall, within the constraints of the approved budget, fix and determine compensation of all persons employed, including pay scales for employee classifications within the parameters of the pay scale established by the Board and shall also fix and determine qualifications, duties and the amount of bond, if any, to be furnished by employed persons. Upon consent of the Board, the General Manager may engage one or more attorneys to secure necessary legal services for the System. For such legal services as may be required, the Board may call upon the chief law offices of the City of Bloomington or Town of Normal or may employ and fix the compensation of its own counsel and legal staff or other attorneys.

I. Powers of the Board.

- (a) The Board of Trustees of every System may establish or acquire any or all manner of mass transit facility. The Board may engage in the business of transportation of passengers on scheduled routes and by contract on nonscheduled routes within the territorial limits of the counties or municipalities creating the System, by whatever means it may decide. Its routes may be extended beyond such territorial limits with the consent of the governing bodies of the municipalities or counties into which such operation is extended.
- (b) The Board of Trustees may for the purposes of the System, acquire by gift, purchase, lease, legacy, condemnation, or otherwise and hold, use, improve, maintain, operate, own, manage or lease, as lessor or lessee, such cars, buses, equipment, buildings, structures, real and personal property, and interests therein, and services, lands for terminal and other related facilities, improvements and services, or any interest therein, including all or any part of the plant, land, buildings, equipment, vehicles, licenses, franchises, patents, property, service contracts and agreements of every kind and nature. Real property may be so acquired if it is situated within or partially within the area served by the System or if it is outside the area if it is desirable or necessary for the purposes of the System.

- (c) The Board of Trustees may contract with any person or corporation or public or private entity for the operation or provision of transit facilities and services upon such terms and conditions as the Board shall determine.
- (d) The Board of Trustees shall have the authority to contract for any and all purposes of the System, including with an interstate transportation authority, or with local Mass Transit System or any other municipal, public, or private corporation entity in the transportation business including the authority to contract to lease its or otherwise provide land, buildings, and equipment, and other related facilities, improvements, and services, for the carriage of passengers beyond the territorial limits of the System or to subsidize transit operations by a public or private or municipal corporation operating entity providing mass transit facilities.
- (e) The Board of Trustees shall have the authority to establish, alter and discontinue transportation routes and services and any or all ancillary or supporting facilities and services, and to establish and amend rate schedules for the transportation of persons thereon or for the public or private use thereof which rate schedules shall, together with any grants, receipts or income from other sources, be sufficient to pay the expenses of the System, the repair, maintenance and the safe and adequate operation of its mass transit facilities and public mass transportation system and to fulfill the terms of its debts, undertakings, and obligations.
- (f) The Board of Trustees of every System shall have perpetual succession and shall have the following powers in addition to any others in this Ordinance granted:
  - (1) to sue and be sued;
  - (2) to adopt and use a seal;
  - (3) to make and execute contracts loans, leases, subleases, installment purchase agreements, contracts, notes and other instruments evidencing financial obligations, and other instruments necessary or convenient in the exercise of its powers;
  - (4) to make, amend and repeal bylaws, rules and regulations not inconsistent with this Ordinance;
  - (5) to sell, lease, sublease, license, transfer, convey or otherwise dispose of any of its real or personal property, or interests therein, in whole or in part, at any time upon such terms and conditions as it may determine (with public bidding if the value exceeds \$10,000), at negotiated, competitive, public, or private sale;

(6) to invest funds, not required for immediate disbursement, in property, agreements, or securities legal for investment of public funds controlled by savings banks under applicable law;

(7) upon consent of the Town of Normal and City of Bloomington, to mortgage, pledge, hypothecate or otherwise encumber all or any part of its real or personal property or other assets, or interests therein;

(8) to apply for, accept and use grants, loans or other financial assistance from any private entity or municipal, county, State or Federal governmental agency or other public entity;

(9) upon consent of the Town of Normal and City of Bloomington, to borrow money from the United States Government or any agency thereof, or from any other public or private source, for the purposes of the System and, as evidence thereof, to issue its revenue bonds, payable solely from the revenue derived from the operation of the System. These bonds may be issued with maturities not exceeding ~~40~~ 20 years from the date of the bonds, and in such amounts as may be necessary to provide sufficient funds, together with interest, for the purposes of the System. These bonds shall bear interest at a rate of not more than the maximum rate authorized by the Bond Authorization Act [30 ILCS 305/0.01 et seq.], as amended at the time of the making of the contract of sale, payable semi-annually, may be made registerable as to principal, and may be made payable and callable as provided on any interest payment date at a price of par and accrued interest under such terms and conditions as may be fixed by the ordinance authorizing the issuance of the bonds. Bonds issued under this Section are negotiable instruments. They shall be executed by the chairman and members of the Board of Trustees, attested by the secretary, and shall be sealed with the corporate seal of the System. In case any Trustee or officer whose signature appears on the bonds or coupons ceases to hold that office before the bonds are delivered, such officer's signature, shall nevertheless be valid and sufficient for all purposes, the same as though such officer had remained in office until the bonds were delivered. The bonds shall be sold in such manner and upon such terms as the Board of Trustees shall determine, except that the selling price shall be such that the interest cost to the System of the proceeds of the bonds shall not exceed the maximum rate authorized by the Bond Authorization Act, as amended at the time of the making of the contract of sale, payable semi-annually, computed to maturity according to the standard table of bond values.

The ordinance shall fix the amount of revenue bonds proposed to be issued, the maturity or maturities, the interest rate, which shall not exceed the maximum rate authorized by the Bond Authorization Act, as amended at the time of the making of the contract of sale, and all the details in connection with the bonds. The ordinance may contain such covenants and restrictions upon the issuance of additional revenue bonds thereafter, which will share

equally in the revenue of the System, as may be deemed necessary or advisable for the assurance of the payment of the bonds first issued. The Board may also provide in the ordinance authorizing the issuance of bonds under this Section that the bonds, or such ones thereof as may be specified, shall, to the extent and in the manner prescribed, be subordinated and be junior in standing, with respect to the payment of principal and interest and the security thereof, to such other bonds as are designated in the ordinance.

The ordinance shall pledge the revenue derived from the operations of the System for the purpose of paying the cost of operation and maintenance of the System, and, as applicable, providing adequate depreciation funds, and paying the principal of and interest on the bonds of the System issued under this Section.

(10) to contract with any school System in this State to provide for the transportation of pupils to and from school within such System pursuant to the provisions of Section 29-15 of the School Code [105 ILCS 5/29-15];

(11) to provide for the insurance of any property, directors, officers, employees or operations of the System against any risk or hazard, and to self-insure or participate in joint self-insurance pools or entities to insure against such risk or hazard;

(12) to use its established funds, personnel, and other resources to acquire, construct, operate, and maintain bikeways and trails. Systems may cooperate with other governmental and private agencies in bikeway and trail programs; and

(13) to acquire, own, maintain, construct, reconstruct, improve, repair, operate or lease any light-rail public transportation system, terminal, terminal facility, public airport, or bridge or toll bridge across waters with any city, state, or both.

(14) with respect to instruments for the payment of money issued under this Section to qualify for supplementary grants of power under the Illinois Omnibus Bond Act.

(15) the Board may provide one or more defined contribution or deferred compensation programs for its employees.

(16) the Board may provide life, disability, health, dental, vision and other insurance or similar programs and benefits by self insurance or a third party insurance for the benefit of its employees.

(17) the Board may enter into collective bargaining agreements with employees lawfully represented by an employee association or union.

This Section (f) shall be liberally construed to give effect to its purposes.

**SECTION FIVE: FUNDING OF THE SYSTEM.** The Town of Normal and the City of Bloomington shall annually contribute an amount to the System as determined by each municipality, provided such contribution shall be proportionate based on the following formula:

Total contribution amount times cities population divided by combined population of the Town of Normal and City of Bloomington.

Population is to be determined based on the most recent federal census data. The Board shall, by December 1 of each year, provide, in writing, to the Town of Normal and City of Bloomington an estimate of the funding requested from the two cities for the next fiscal year. If either City Council disagrees with such estimated funding request, it shall notify the Board of such disagreement no later than February 1<sup>st</sup> of the subsequent year.

**SECTION SIX: EXEMPTION FOR TAXATION:** The System shall be exempt from all country and municipal taxes and registration and license fees; the System shall be exempt from all State taxes and registration and license fees to the extent allowable by law. All property of the System is declared to be public property devoted to an essential public and governmental function and purpose and shall be exempt from all taxes and special assessments of the State or by any subdivision thereof to the extent allowable by law.

**SECTION SEVEN: ANNUAL AUDIT.** It shall be the duty of the Board of Trustees of the System to cause an annual audit of its account to be made by a certified public accountant of Illinois. The audit shall be completed, filed with the System within four months after the close of each fiscal year of the System. Certified copies of annual audits shall likewise be filed with the Secretary of State and the corporate authorities of Bloomington and Normal.

**SECTION EIGHT: ANNUAL BUDGET.** The Board shall pass and approve an Annual Budget and provide each City a copy of the Budget prior to the start of the System's fiscal year. The budget shall be effective, unless the corporate authorities of the Town of Normal or City of Bloomington affirmatively vote to reject such budget, prior to the start of the System's fiscal year. The System's fiscal year currently begins on July 1<sup>st</sup>. If rejected by one or both of the two cities, the cities will work with the Board to develop a new budget for the System.

**SECTION NINE: REPORT TO MUNICIPALITIES.** The System shall give a monthly report of its activities to the City Managers of Bloomington and Normal. The System shall submit an annual report to the corporate authorities of Bloomington and Normal. The System shall also submit a report prior to any anticipated major change in the level of its service or deviation from its budget; such change or deviation shall not take effect until approved by the corporate authorities of Bloomington and Normal.

**SECTION TEN: DISCONTINUANCE.** Whenever the Board of Trustees of the System shall determine that there is no longer a public need for its transportation services or that other adequate services are or can be made available or that continued operation of the System is impractical, and that it should terminate its existence and services, it may by resolution so certify

to the corporate authorities of Bloomington and Normal. If the corporate authorities of Bloomington and Normal approve of such discontinuance, they may by ordinance or resolution, as the case may be, authorize the System to discontinue its services and wind up its affairs. The corporate authorities of Bloomington and Normal shall have the power to so terminate the System for any of the aforesaid reasons in the absence of a resolution from the Board. A copy of such ordinance or resolution, or both, shall be filed with the municipal clerks and the Secretary of State. After payment of all its debts and settlement of all obligations and claims, any funds remaining after the sale and disposition of its property shall be disposed of by payment of the treasurers of Bloomington and Normal, first, to repay in whole or pro rata, funds advanced to the System, and the balance, if any, pro rata according to the previous subsidies provided by Bloomington and Normal.

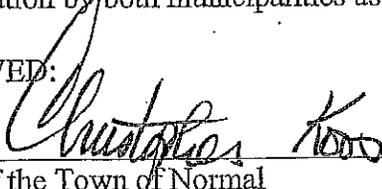
SECTION ELEVEN: VOTING. Whenever this Ordinance requires a matter to be approved by the corporate authorities of Bloomington and Normal, such matter shall require a majority vote of each governing body to receive approval.

SECTION TWELVE: REPEALER. All ordinances in conflict herewith shall be and the same are hereby repealed.

SECTION THIRTEEN: AUTHORITY. This ordinance is enacted pursuant to the home rule powers of Bloomington and Normal bestowed upon them by the 1970 Constitution of the State of Illinois.

SECTION FOURTEEN: EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage, approval and publication by both municipalities as provided by law.

APPROVED:

  
\_\_\_\_\_  
Mayor of the Town of Normal

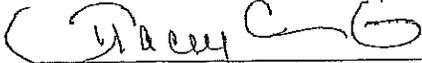
ATTEST:

  
\_\_\_\_\_  
Town Clerk

APPROVED:

  
\_\_\_\_\_  
Mayor of the City of Bloomington

ATTEST:

  
\_\_\_\_\_  
City Clerk

This Ordinance was passed by the Normal Town Council on March 19, 2012,  
and by the Bloomington City Council on March 12, 2012.



**RESOLUTION GRANTING AUTHORITY TO SIGN CHECKS, DRAFTS OR ORDERS OF PAYMENT OF MONEY ON BEHALF OF BLOOMINGTON NORMAL PUBLIC TRANSIT SYSTEM D/B/A CONNECT TRANSIT IN CONNECTION WITH THE DAY TO DAY BUSINESS TRANSACTIONS**

WHEREAS the Board of Trustees for Bloomington Normal Public Transit System, d/b/a Connect Transit (Connect Transit) has power as stated in its By-Laws, to grant authority to certain employees of Connect Transit to sign checks, drafts or orders of money on behalf of Connect Transit in connection with the day-to-day business transactions and operations.

WHEREAS the Board of Trustees of Connect Transit has selected two (2) Connect Transit employees, and one (1) alternate to be authorized to sign checks, drafts or orders of payment on behalf of Connect Transit in connection with the day-to-day business transactions and operations.

NOW THEREFORE BE IT RESOLVED THAT the following persons namely, Andrew Johnson, David White, and Roy Rickert be authorized to sign checks, drafts or orders of payment on behalf of Connect Transit in connection with the day-to-day business transactions and operations.

Name of Authorized Signatory	Designation	Signature
Andrew Johnson	General Manager	
David White	Safety and Training Director	
Roy Rickert	Transit Operations Director	

ADOPTED this 22<sup>nd</sup> Day of April, 2014

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary



April 22, 2014

To: Board of Trustees

From: Patrick Kuebrich, Finance Director

Subject: Recommendation to Approve Cash Farm Lease

**BACKGROUND:** In 2009 Connect Transit purchased seven additional adjoining acres for possible future expansion. Five of those seven acres are tillable. The past several years we have leased those acres to Mark Thompson to farm. The lease states Mr. Thompson agrees to mow the roadways and spray fence rows for weeds. The lease saves Connect Transit from having to maintain the property and provides some revenue. Mr. Thompson reports the land produces fair to average yields due to the fact it sits rather low and does not properly drain because of some tile damage. Per the Illinois Society of Professional Farm Managers and Rural Appraisers in the 2013 Illinois Farmland Values and Lease Trends the typical cash rental rates for an acre of land with average productivity ranges from \$125 to \$200.

**PROPOSED ACTION:** That the Cash Farm Lease with Mark Thompson for 2014 at \$200 per acre for the five tillable acres be approved.

## CASH FARM LEASE

MADE AND ENTERED into by and between Bloomington-Normal Public Transit System, herein after called Lessor, and Mark Thompson, herein after called Lessee, this 1<sup>st</sup> day of April, 2014.

WITNESSETH:

1. That the Lessor hereby leases to Lessee, during the time period commencing on the 1<sup>st</sup> day of April, 2014, and ending on the 1<sup>st</sup> day of March, 2015, the following property (see Attachment A) to be used for farming purposes only. The tillable acres are stipulated to be 5 acres, more or less. Lessee, inconsideration of this lease, agrees to pay cash rent on the basis of \$200.00 per acre.

Rent is due and payable as follows:

100% of rent on November 1, 2014

2. Lessee agrees to do and perform the following items:
  - Roadways shall be mowed at least twice during the growing season.
  - Spray fence rows in the spring with brush killer or other material.
  - To plant cover crop in the event layout acres are provided under the Government Program.
  - Ditch maintenance and tiling would be responsibility of Lessor.
  - Not to damage any existing grass waterways.
  - To provide adequate crop insurance.
  - To vacate said premises at the expiration of this lease without any notice to quit or any demands and to deliver up the premises to the Lessor.
  - Lessor consents to Lessee entering into any farm program and agrees to join in executing necessary agreements with Lessee receiving farm program payments.
  - To prorate lime application over a 4-year period.

IT IS FURTHER UNDERSTOOD AND ACKNOWLEDGED that Lessor has a lien against all crops harvested for payment of cash rent.

IT IS FURTHER UNDERSTOOD AND AGREED that this land is rent for farm uses only.

WITNESS our hands and seals this 22<sup>nd</sup> day of April of 2014.

\_\_\_\_\_ Lessor \_\_\_\_\_ Lessee



April 22, 2014

To: Board of Trustees

From: Patrick Kuebrich, Finance Director

Subject: Recommendation to Approve Illinois State University Universal Access Agreement

**BACKGROUND:** The universal access agreement allows students, faculty, and staff of Illinois State University and students of University High School 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 including, but not limited to: service through ISU Campus on bus routes known as the Redbird Express, Nite Ride and Late Nite Ride routes. Members of ISU staff and Connect Transit management negotiated an agreement with ISU for the payment to Connect Transit \$495,000 for one year of Universal Access in FY 2015, which is an \$18,585 (3.9%) increase over FY 2014.

**PROPOSED ACTION:** That the renewal of the Illinois State University Universal Access Agreement for \$495,000 for fiscal year 2015 be approved.

**AGREEMENT BETWEEN THE BLOOMINGTON-NORMAL  
PUBLIC TRANSIT SYSTEM AND  
ILLINOIS STATE UNIVERSITY FOR  
FACULTY, STAFF AND STUDENT TRANSIT SERVICES  
April 11, 2014**

This Agreement is made by and between the Board of Trustees of Illinois State University (ISU) and Bloomington Normal Public Transit System (Connect Transit).

Whereas ISU and Connect Transit have agreed that benefits accrue to both parties in providing a means by which ISU may provide for fare prepayment for ISU students, faculty, staff and University High School students utilizing the Connect Transit fixed route buses and,

Whereas ISU and Connect Transit have agreed to terms, which will allow ISU students, faculty, staff and University High School students to use the fixed route services of Connect Transit without the requirement to pay the posted fare.

**ARTICLE I – RECITALS**

Whereas Connect Transit provides bus service open to the public on a regular basis, along fixed routes, during published hours and at published frequencies; and

Whereas Connect Transit service provides a satisfactory means of transporting many University faculty, staff, and students, as well as staff members of University-affiliated agencies to and from their place of residence and the University campus; and

Whereas the use of Connect Transit services by faculty, staff, and students is advantageous to the University as well as the cities of Bloomington and Normal, Illinois.

Therefore, be it resolved that the following responsibilities be carried out by the parties to this agreement as set forth below.

**ARTICLE II – RESPONSIBILITIES OF CONNECT TRANSIT**

2.1. Connect Transit shall honor the University faculty, staff and student photo identification card and/or other approved credential when presented by current University faculty, staff, and students to Connect Transit agents and bus drivers and regard it as a Connect Transit bus pass.

2.2. Connect Transit shall provide established and regularly publicized Bloomington-Normal citywide public transportation service including, but not limited to: service through the ISU Campus on bus routes known as the Redbird Express, Nite Ride and Late Nite Ride Routes. Appendix A provides a comprehensive list of the hours and frequencies of service and transit stop locations currently provided for the Redbird Express, Nite Ride and Late Nite Ride routes. All transit services described in this paragraph are provided to ISU faculty, staff, students and University High School students upon presentation of their University photo identification card

and/or credential provided by the University. Service will be provided to all others according to a fare schedule established by Connect Transit.

2.3. In providing the public transit services described in sections 2.1 and 2.2 of this Article, Connect Transit shall act as an independent contractor and not as agents or employees of the University. Additionally, the University shall not have, and shall not exercise any control over Connect Transit operations in connection with providing the public transits services described in sections 2.2 and 2.3 of this Article. The University shall not have and shall not exercise any control or supervision whatsoever over drivers providing transit service. All bus drivers will be employed by Connect Transit, shall constitute Connect Transit's employees only, shall not constitute agents or employees of the University, and shall be subject solely to the supervision and control of Connect Transit.

2.4. Connect Transit shall provide ISU with a detailed breakdown of ridership numbers on a monthly basis for students, faculty, and staff by route for all Connect Transit routes. This information shall be sent monthly to Illinois State University, c/o Director of Parking and Transportation, 709 N. Main Street, Normal, Illinois 61790-92500.

2.5. Connect Transit shall provide audited financial statements annually, when the audit is complete, generally by November. This information shall be sent to Illinois State University, c/o Director of Parking and Transportation, 709 N. Main Street, Normal, Illinois 61790-92500.

2.6. Connect Transit shall provide in-house telephone information services to callers seeking information about the evening bus service.

2.7. Connect Transit shall provide a detailed breakdown to ISU for the budgeted cost of transit services provided under the terms of this agreement, including hourly operating expense rates, before and after the application of the Downstate Operating Assistance Program (DOAP) subsidy.

2.8. Connect Transit shall notify ISU of the percentage and contract amount of the DOAP subsidy they are granted in FY2015.

### ARTICLE III – RESPONSIBILITIES OF THE UNIVERSITY

3.1. RIDER IDENTIFICATION. University shall identify current faculty, staff and students at the Bloomington-Normal campus of the University through the issuance of a photo identification card, and/or an approved alternate credential.

3.2. Contract Payment Terms

3.3. The University shall pay Connect Transit a monthly amount of \$41,250.00 over a twelve month period beginning July 1, 2014 and ending June 30, 2015. This amount will be the total of all transit servicing the ISU community.

3.4. The University shall process payments to the Connect Transit upon receipt of invoices submitted to the Office of Parking & Transportation Services, c/o, Director of Parking & Transportation Services at, 709 N. Main Street, Normal, Illinois 61790.

#### ARTICLE IV – LIABILITY AND RISK

4.1 INSURANCE. Connect Transit shall provide for a Certificate of Insurance to be issued naming the Board of Trustees of Illinois State University as an additional insured with respect to general liability. The required insurance coverage shall be provided by an insurance company that has a current Best's Rating of B+: IV, or better, or is approved by Illinois State University. This Certificate of Insurance must be received and approved before commencement of operations. The Certificate must evidence the following coverage in at least the limits stipulated. Connect Transit agrees to maintain such insurance for the duration of the project or the term for which services will be rendered.

- I. Workmen's Compensation (including Occupational Disease) under the terms of the Illinois Workmen's Compensation Act.
- II. Employer's Liability: \$500,000.
- III. General Liability: \$1,000,000 per occurrence.
- IV. Automobile Liability: \$5,000,000 per occurrence.

4.2 LIABILITY. Neither party shall be legally liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. This Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against third parties.

#### ARTICLE V – MARKETING AND INFORMATION

Each party shall, through the various means available to each, publish agreed upon information regarding the services provided pursuant to this Agreement. Each party shall bear its full cost of publishing such information in its own publications. Neither party will use the name of the other in any form of advertising or publicity without the express written permission of the other party.

#### ARTICLE VI – PUBLIC SAFETY

6.1 The parties acknowledge and agree that public safety is of the highest concern and that each shall take appropriate actions to maximize the safety of riders, pedestrians, bicyclists, other vehicles, property and any other related considerations. Subject to any limitations set forth in this Agreement or otherwise by law, such actions may include, but shall not be limited to, driver training, educational programming regarding public safety, consolidation of stops, and pedestrian safety infrastructure improvements and initiatives. The parties will cooperate and collaborate in good faith on public safety initiatives.

6.2 Connect Transit shall maintain driver qualification records in accordance with requirements of state and federal law and shall make such records available for purposes of pending litigation to the University or its agents for inspection and copying upon reasonable notice and during normal business hours.

#### ARTICLE VII – TERM AND TERMINATION

7.1. This Agreement shall be in effect from July 1, 2014 through June 30, 2015.

7.2. In the event of an alleged material breach, the aggrieved party shall so advise the other party by written notice indicating in specific detail the nature and basis of the alleged breach. The alleged breaching party shall cure the breach within One-Hundred-Twenty (120) days from its receipt of notice; if the breach is not remedied to the reasonable satisfaction of the aggrieved party within the cure period, the aggrieved party may terminate this Agreement upon One-Hundred-Twenty (120) days written notice.

7.3. All accounts shall be settled on a pro-rated basis in the event of termination of this Agreement prior to its full term.

#### ARTICLE VIII – AMENDMENTS

This Agreement may be modified or renewed only by a written instrument signed by both parties. Fixed route hours and compensation may be modified to this Agreement at any time by amendment.

#### ARTICLE IX – COOPERATION

The parties agree to meet quarterly during the term of this agreement to discuss any aspects of the service, including but not limited to routing, service periods, and frequencies. While the parties recognize the importance of consultation and cooperation in the evaluation of decisions relating to public transit services and agree to collaborate whenever possible and permissible, final decisions relating to public transit services, and in particular Article II, shall be the sole and exclusive responsibility of Connect Transit.

Connect Transit shall give notice to ISU regarding any changes to routing, service periods and frequencies no later than 30 days prior to the implementation of the changes. Notice shall be directed to the Office of Parking & Transportation Services, c/o, Director of Parking & Transportation Services at 709 N. Main Street, Normal, Illinois 61790.

#### ARTICLE X – NOTIFICATION

All communications required or permitted under this Agreement, except as otherwise noted, shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by overnight courier service to the party's representative listed below.

Notices to the University shall be sent to: to the Office of Parking & Transportation Services, c/o Director of Parking & Transportation Services at, 709 N. Main Street, Normal, Illinois 61790-92500.

Notices to Connect Transit shall be sent to General Manager, Connect Transit, 351 Wylie Drive, Normal, Illinois 61761.

#### ARTICLE XI – MISCELLANEOUS

11.1. PARTY STATUS. Neither party is agent, employee, legal representative, and partner or considered a participant of a joint venture of the other. Neither party has the power or right to bind or commit the other.

11.2. NO BENEFICIARIES. The parties do not intend for this Agreement to create any rights, or rights of enforcement, in third parties.

#### ARTICLE XII - SEVERABILITY

12.1. SEVERABILITY. If a court of competent, jurisdiction finds any provision of this Agreement legally invalid or unenforceable, such finding will not affect the validity or enforceability of any other provision of this Agreement and the parties will continue to perform. If the Agreement cannot be performed in the absence of the provision, this Agreement will terminate upon one-hundred-twenty (120) written notice by one party to the other party.

12.2. ASSIGNMENT. This Agreement shall bind, and inure to the benefit of, the parties and any successors to substantially the entire assets of the respective party. Neither party may assign this Agreement without first obtaining the prior written consent of the other party. Any attempted assignment without consent is void.

12.3. FORCE MAJEURE. Each party will be excused from performance of the Agreement only to the extent that performance is prevented by conditions beyond the reasonable control of the affected party. The party claiming excuse for delayed performance will promptly notify the other Party and will resume its performance as soon as performance is possible.

12.4. EFFECT OF WAIVERS. No waiver of any right, remedy, power or privilege by any party shall be effective unless made in writing. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or of any other provision of this Agreement.

#### ARTICLE XIII – REPRESENTATION ON AUTHORITY OF PARTIES/SIGNATORIES

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's



## Appendix A



## MEMO

DATE: April 16, 2014  
TO: Board of Trustees  
FROM: Isaac Thorne, Procurement Director  
SUBJECT: Recommendation for Insurance Brokerage Services RFP 14-01

**BACKGROUND:** Connect Transit received three (3) proposals for Insurance Brokerage Services RFP. The proposals were evaluated using the following criteria: qualifications and experience 40%, scope of work 40%, and cost 20%.

**PROPOSED ACTION:** Authorize the General Manager to execute a five (5) year firm-fixed price contract to not exceed \$167,500 with Assurance Agency.

### KEY FEATURES:

- Consolidates property and casualty and employee benefits insurance to one broker
- All brokerage fees are net commission
- Quarterly utilization reports for employee benefits

**BUDGET INFORMATION:** Funding for this service will come from the fiscal year operating budget.



## MEMO

DATE: April 16, 2014  
TO: Board of Trustees  
FROM: Isaac Thorne, Procurement Director  
SUBJECT: Recommendation for Financial Auditing Services RFP 14-03

**BACKGROUND:** Connect Transit received four (4) proposals for Financial Auditing Services. The proposals were evaluated using the following criteria: qualifications and experience 40%, scope of work 40%, and cost 20%.

**PROPOSED ACTION:** Authorize the General Manager to execute a five (5) year firm-fixed price contract to not exceed \$109,500 with CliftonLarsenAllen LLP.

### **KEY FEATURES:**

CliftonLarsenAllen LLP will provide the following:

- Financial Statements
- Schedule of Federal Financial Assistance
- Internal Control Review and Reporting
- Compliance Review and Reporting
- Single Audit Report

**BUDGET INFORMATION:** Funding for this work will come from the fiscal year operating budget.



April 22, 2014

To: Board of Trustees  
From: Patrick Kuebrich, Finance Director  
Subject: FY 2015 Proposed Budget – Executive Summary

**BACKGROUND:** Attached for your review and consideration is the Fiscal Year 2015 Proposed Budget. The budget totals \$10,450,000.

Operating revenue and support highlights:

- Passenger fares are expected to increase 6.43% over FY 2014 Annual Budget. No fare increases are included in the budget.
- ISU contract fares are expected to increase 3.90% over FY 2014 Annual Budget.
- Other contract fares are expected to decrease 10% over FY 2014 Annual Budget based on current Heartland Community College ridership.
- Advertising Revenue is expected to increase 200% over FY 2014 Annual Budget due to projected contract with an advertising company to advertise on the buses.

Operating expense highlights:

- A new Maintenance Supervisor and one full time and one part time Custodian position are being proposed.
- All administrative positions will be filled for the whole year.
- Health Insurance premiums are expected to increase about 20% for FY 2015 due to the Health Care Reform. Health Alliance is our current provider. We will continue to seek alternative quotes to keep prices down.
- Uniform expense is increasing in order to expedite the phase in of the new uniforms.



- Employment expenses are decreasing because we are not using outside labor for customer service calls.
- We anticipate Outside Repair – Labor and Bus Repair Parts to decrease due to new engines and transmissions added to many of the buses in FY 2014, and because we are performing more repairs in house.
- Tire expense is anticipated to increase due to a full year of leasing tires from Michelin. For FY 2014, we used tires that were previously purchased for part of the year and used leased tires for part of the year.
- Other Materials and Supplies increase is due to shifting expenses from small parts and materials into this category.
- Computer and Office Supplies are expected to decrease due to a decrease in computer hardware and repair expense.
- Utilities expense is expected to decrease due to the anticipated sale or lease of the 104 E. Oakland Avenue property.
- Corporate Insurance is budgeted to increase over FY 2014 budget to reflect current insurance contract.

While preparing the FY 2015 budget, we took a look at three different scenarios. The three scenarios were a budget with funding and service comparable to FY 2014, a budget with a decrease in funding, and a budget with increased service. By looking at the three scenarios we determined that our budget for FY 2015 is adaptable to many scenarios that could arise in the future.

Staff is dedicated to quality customer care and providing efficient and cost-effective services to the community. To that end, Connect Transit's management team will continue to critically examine every aspect of our operation in an effort to control costs, improve efficiencies, and increase revenue.

**PROPOSED ACTION:** That the Fiscal Year 2015 Budget be approved.



FY 2015 Proposed Operating Budget

	FY 2014 Projected Year End	FY 2014 Annual Budget	FY 2015 Proposed Budget	FY 2014-FY 2015 Budget Change
<b>Operating Revenue</b>				
Passenger Fares	788,357.36	742,300.00	790,000.00	6.43%
ISU Contract Fares	476,414.40	476,415.00	495,000.00	3.90%
Other Contract Fares	119,350.01	150,000.00	135,000.00	-10.00%
Advertising Revenue	-	15,000.00	45,000.00	200.00%
Miscellaneous Revenue	6,386.63	2,000.00	2,750.00	37.50%
<b>Total Operating Revenue</b>	<b>1,390,508.40</b>	<b>1,385,715.00</b>	<b>1,467,750.00</b>	<b>5.92%</b>
<b>Operating Expenses</b>				
Operations Wages	4,068,481.48	4,130,570.00	4,250,500.00	2.90%
Maintenance Wages	776,686.56	877,297.00	977,500.00	11.42%
Administration Wages	627,200.75	701,655.00	792,500.00	12.95%
Employer Payroll Tax Expense	446,119.39	466,778.00	485,700.00	4.05%
Retirement Plan	226,211.64	250,000.00	275,000.00	10.00%
Group Insurance	866,553.40	896,002.00	1,035,150.00	15.53%
Uniform Expense	24,704.01	15,500.00	28,200.00	81.94%
Professional Services	88,359.95	94,800.00	98,600.00	4.01%
Outside Repair - Labor	81,873.19	78,400.00	63,400.00	-19.13%
Contract Maintenance Services	133,498.44	96,000.00	104,760.00	9.13%
Custodial Services	4,429.13	6,400.00	5,300.00	-17.19%
Employment Expenses	24,621.91	26,200.00	12,975.00	-50.48%
Fuel	1,189,970.00	1,203,420.00	1,260,148.00	4.71%
Lubricants	9,162.08	23,000.00	20,000.00	-13.04%
Tires	68,340.01	81,100.00	93,667.00	15.50%
Bus Repair Parts	162,704.17	120,000.00	110,000.00	-8.33%
Other Materials and Supplies	53,967.67	30,500.00	56,000.00	83.61%
Shelters/Signs/Shop Tools	29,761.20	37,000.00	35,300.00	-4.59%
Computer and Office Supplies	140,481.88	136,500.00	120,000.00	-12.09%
Utilities	132,431.24	125,500.00	110,200.00	-12.19%
Corporate Insurance	235,905.33	182,378.00	243,800.00	33.68%
Dues/Subscriptions/Fees	39,806.67	28,000.00	34,300.00	22.50%
Printing/Marketing/Training	259,898.24	243,000.00	237,000.00	-2.47%
<b>Total Operating Expenses</b>	<b>9,691,168.34</b>	<b>9,850,000.00</b>	<b>10,450,000.00</b>	<b>6.09%</b>
Operating Revenue	1,390,508.40	1,385,715.00	1,467,750.00	5.92%
State Support	6,299,259.42	6,386,250.00	6,792,500.00	6.36%
Federal Support	2,001,400.52	2,078,035.00	2,189,750.00	5.38%
<b>Total Revenue and Support</b>	<b>9,691,168.34</b>	<b>9,850,000.00</b>	<b>10,450,000.00</b>	<b>6.09%</b>



## **Strategic Plan Update – April 2014**

Following the adoption of the Connect Transit Strategic Plan, staff has been directed to provide quarterly updates on progress toward the goals set in the plan. Those goals and progress to date are listed below:

### **Funding**

- Staff began preparing an FTA TIGER Grant application that will be filed in late April to fund the Front Street Transfer Center.

### **Expanded Services**

- A request for proposals (RFP) is being prepared for a comprehensive operational analysis (COA) of the transit system. The COA will review all current services and provide recommendations for improvements. In addition, the analysis will include recommendations for the establishment of bus stops and shelters throughout the community. The RFP will be issued in the second quarter of 2014.

### **Awareness and Education**

- Staff is working with Connect Transit's contracted web designer to create a new website for the transit system. The new website will be operational in the second quarter of 2014.
- The Community Relations Manager has increased the frequency of social media posts with positive public response.
- Connect Transit staff hosted a local Cub Scout troop at the transit system facility to increase awareness of public transportation in the community.

### **Key Relationships/Partnerships**

- Staff met with local disability advocates to discuss strategies to improve accessibility of public transportation.
- Staff and a Trustee attended the APTA Legislative Conference in Washington DC. Group visits were made with the Illinois Public Transportation Association to Connect Transit's congressional delegation, with the Connect Transit General Manager leading the discussions with congressional staff.