

**CONNECT TRANSIT
BOARD OF TRUSTEES
PROCEEDINGS OF APRIL 28, 2015**

The regular meeting of the Board of Trustees of Connect Transit was held at the Connect Transit Board Room #135, 351 Wylie Drive, Normal, Illinois 61761 on at 4:30 p.m.

TRUSTEES PRESENT: Bill Wilson, Chairman
 Mike McCurdy, Vice-Chairman
 John Bowman, Secretary
 Judy Buchanan
 John Thomas

TRUSTEES ABSENT: Ryan Whitehouse

CITY MANAGERS: Bloomington City Manager, David Hales
 Town of Normal Manager, Mark Peterson

STAFF PRESENT: Andrew Johnson, General Manager
 Pat Kuebrich, Director of Finance
 Isaac Thorne, Director of Procurement
 Julie Phillips, Executive Assistant - Labor Relations

The meeting was called to order by the Chairman at 4:38 p.m. Roll call was taken.

PUBLIC COMMENTS

Patricia Marton addressed the Board. She stated that she continues to be concerned about her ability to cross Washington Street at State Street to catch the bus. She stated that it is impossible for her in the winter months. Due to this she is forced to utilize Connect Mobility. She believes that the new fixed stop location will make her situation worse. She continues to advocate for the return of the Grove Street route. Ms. Marton also noted litter on several of the buses and suggested that the font on the signs spelling out the prohibition of eating or drinking onboard the buses be larger. Her belief is that the larger font will encourage riders to comply.

Marilyn Evans addressed the Board. She noted that she had experienced longer ride times on the Connect Mobility buses. It seemed that there was a lot of backtracking. She understood the scheduling difficulties, but she hoped that the situation could be corrected.

Trustee Ryan Whitehouse arrived at 4:44 p.m.

CONSENT AGENDA

1. Approval of Minutes of Previous Meeting of March 19, 2015 Budget Work Session and March 24, 2015
2. Disbursements for Month of April, 2015
3. Financial Report for Month of March, 2015
4. Capital and Self Insurance Reserve Fund Balances for month of March, 2015

5. Monthly Statistical Report for month of March, 2015

Vice Chairman Mike McCurdy questioned if the increase in the bus parts line item was due to the aging fleet. Andrew Johnson, General Manager affirmed.

Trustee Judy Buchanan questioned the increase in utility costs. Pat Kuebrich, Director of Finance responded that there was greater usage resulting in increased costs.

Motion by Trustee Judy Buchanan, seconded by Vice Chairman Mike McCurdy that the Consent Agenda be approved.

AYE: All

NAY: None

Motion carried.

OLD BUSINESS

Illinois State Universal Access Agreement

Andrew Johnson, General Manager introduced this item. He stated that this item had been held over from the March 24, 2015 Board Meeting. Staff had an opportunity to meet with representatives from Illinois State University (ISU). Both parties have agreed to include a new article into the agreement, Article 9, which states that both parties agree to meet quarterly to review and discuss any aspects of the service, and to meet in January of 2016 to discuss any budgetary issues.

Trustee Judy Buchanan stated that she had observed that Connect Transit's logo and/or branding is absent from the "Red Bird Ride" and "Red Bird Express" maps. Mr. Johnson affirmed. Vice Chairman Mike McCurdy stated that it gave the impression that the "Red Bird Ride" and "Red Bird Express" are separate transit systems from Connect Transit. Connect Transit might be missing out on an opportunity to let ISU students know that Connect Transit buses will take them to other places that they want to go. Mr. Johnson agreed, and stated that he hoped that there would be greater understanding and discussion regarding the matter in the future.

Motion by Vice Chairman Mike McCurdy, seconded by Secretary John Bowman that the Illinois State University Universal Access Agreement for fiscal year 2016 be approved in the amount of \$519,000 and the necessary documents be executed.

AYE: All

NAY: None

Motion carried.

**AGREEMENT BETWEEN THE BLOOMINGTON-NORMAL
PUBLIC TRANSIT SYSTEM AND
ILLINOIS STATE UNIVERSITY FOR
FACULTY, STAFF AND STUDENT TRANSIT SERVICES
April 16, 2015**

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 FY2016.

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 \$43,312.50 over a twelve month period beginning July 1, 2015 and ending June 30, 2016. 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, 2015 through June 30, 2016.

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. The parties agree to meet in the month of January 2016 to discuss the status of any potential budgetary issues. 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 obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

Illinois State University Approvals:

FOR: The Board of Trustees of Illinois State University

BY:

Vice President of Finance & Planning

Date:

President

Date:

Legal Counsel

Date:

Bloomington Normal Public Transit System Approvals:

FOR: Bloomington Norman Public Transit System Board of Trustees

By:

Date:

Bill Wilson, Chairman

Date:

John Bowman, Secretary

Appendix A

NEW BUSINESS

2015-2018 Cash Farm Lease

Andrew Johnson, General Manager introduced this item. He stated that staff had reviewed prevailing rates per acre and considered a multi-year lease agreement. Staff determined that grain prices did not vary much from year to year and that a rate of \$200 per acre was a fair price. Mr. Johnson noted that staff had included in this multi-year lease agreement a clause that allows Connect Transit to cancel the lease agreement after each growing season if the land was ever needed for another purpose. The lessee has also agreed to mow and maintain weed control. He recommended that the Board approve the multi-year lease agreement, thereby allowing the land to be productive.

Motion by Trustee John Thomas, seconded by Trustee Judy Buchanan that the Cash Farm Lease with Mark Thompson commencing on April 1, 2015 and ending on March 31, 2018 on a cash rent basis of \$200 per acre, with the annual rent payment due and payable on November 1, of each year be approved.

AYE: All

NAY: None

Motion carried.

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 1st day of April, 2015.

WITNESSETH:

1. That the Lessor hereby leases to Lessee, during the time period commencing on the 1st day of April, 2015, and ending on the 31st day of March, 2018, 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, in consideration of this lease, agrees to pay cash rent on the basis of \$200.00 per acre.

The Lessor reserves the right to terminate this lease upon a six month written notice to the Lessee. The Lessor will notify the Lessee no later than October 1st to terminate the lease for the following year.

Annual rent is due and payable in the amount of \$1,000.00 on November 1, 2015, \$1,000.00 November 1, 2016 and \$1,000.00 November 1, 2017.

2. Lessee agrees to do and perform the following items:
 - Roadways shall be mowed at least twice during the growing season.

Bus Stop Signs Project Recommendation

Andrew Johnson, General Manager introduced this item. This project includes the material, (signs, posts and brackets) for the Fixed Stop locations. He requested that Isaac Thorne, Procurement Director explain the bid process for this project.

Isaac Thorne, Procurement Director addressed the Board. He stated that the project was advertised and multiple quotes had been received. The lowest quotes received are being recommended to the Board for approval.

Trustee Ryan Whitehouse noted a typographical error in the staff recommendation. Mr. Thorne stated that the error will be corrected.

Motion by Trustee Ryan Whitehouse, seconded by Trustee Judy Buchanan the multiple fixed fee contracts be awarded in an amount not exceed \$55,552 for bus stop signs, posts, and brackets and the General Manager be authorized to execute the necessary documents.

AYE: All

NAY: None

Motion carried.

Installation of Bus Stop Signs Project Recommendation

Andrew Johnson, General Manager stated that only one proposal had been received for this project. He noted that the quote received was within range of staff's cost estimate, and in addition, the company could complete the project very quickly. He was confident that the project could be completed by the end of summer. There would be time to conduct public outreach and ensure that everyone understood where the bus stops are located and how to use them.

Vice Chairman Mike McCurdy questioned if the routes would be prioritized. Mr. Johnson affirmed and stated that the Fixed Stop Location Program would not be implemented until all of the routes were complete.

Trustee John Bowman questioned if the vendor was required to have a Hold Harmless clause in the contract. Isaac Thorne, Procurement Director responded that all agreements with Connect Transit are required to have Hold Harmless clauses, liability insurance, waiver of subrogation, etcetera.

Mr. Johnson stated that the contractor would be required to obtain the necessary permits for installing the posts. Mr. Bowman questioned if the contractor would be required to have excavation underground coverage. Mr. Thorne responded that the contractor would not be required to have that coverage. Any liability for destroyed utility lines would be borne by company that located and marked their utility lines.

Motion by Vice Chairman Mike McCurdy, seconded by Trustee John Thomas the a fixed fee contract for bus stop signs, posts, and brackets be awarded to A&H Company, Inc., in an amount not exceed \$57,000, and the General Manager be authorized to execute the necessary documents.

AYE: All

NAY: None

Motion carried.

FY 2016 Proposed Budget – Executive Summary

Andrew Johnson, General Manager introduced this item. He stated that the FY 2016 Proposed Budget is status quo. State funding is very uncertain at this time. It is possible that the Board may have to approve a budget amendment later in the year. He requested that Pat Kuebrich, Director of Finance provide the Board with an overview of the proposed budget.

Mr. Kuebrich addressed the Board. He provided them with the Operating revenue and support highlights and the Operating expense highlights of the FY 2016 Proposed Budget.

Town of Normal Manager Mark Peterson stated that it was important to budget accurately and suggested that an additional column be added to future budgets to show anticipated and/or estimated expenses. This would allow for comparison between what is budgeted, anticipated expense and actual expense.

Town of Normal Manager Mark Peterson stated that it was important that it be communicated to the community the impact to Connect Transit's service if State funding is reduced. Andrew Johnson, General Manager agreed, however, he did not want to alarm the community. Once the State budget was passed staff would have a better idea of what service, if any, would be impacted and would have the correct timeline. At that point all resources would be utilized to inform the community.

Motion by Trustee Judy Buchanan, seconded by Vice Chairman Mike McCurdy that the FY 2016 Budget be approved.

AYE: All

NAY: None

Motion carried.

GENERAL MANAGER'S REPORT

Andrew Johnson, General Manager addressed the Board. He stated that Stand Up for Transportation Day was held on April 9, 2015. He thanked the Connect Transit staff for all of their hard work during the event but especially Melissa Chrisman, Business Development Manager for coordinating the entire event.

Mr. Johnson informed the Board that McLean County would be expanding the Law and Justice Center (L&JC) on Front Street. There would be an opportunity to include a new transfer center for Downtown Bloomington on the Olive Street side of the expanded and remodeled L&JC. McLean County and Connect Transit would be applying for the TIGER and Ladders of Opportunity grants to fund this project. If all goes well, Connect Transit would have a new transfer center in Downtown Bloomington.

Mr. Johnson informed the Board that the Comprehensive Operational Analysis project had kicked off earlier in the morning. There would be people on buses conducting rider surveys. Listening sessions would be planned in the near future.

He informed the Board that Connect Transit had been awarded the Ecology Action Center's Ann McGowan Making a Difference Award.

He had received feedback from the Illinois Environmental Protection Agency that the underground fuel tank at the Oakland Avenue facility was rated above a Tier 1 Contamination. As such, the Leaking Underground Storage Tank (LUST) fund would pay for the clean-up, with Connect Transit being responsible for paying the \$5,000 deductible.

Finally, Mr. Johnson provided the Board with a Strategic Plan Update.

Strategic Plan Update – April 2015

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 is listed below:

Funding

Staff joined Bloomington-Normal Economic Development Council to present Connect Transit's transfer point facility project as a main focus of EDC's One Voice trip to Washington DC.

- Staff and Board attended APTA Legislative Conference in Washington DC and visited entire Federal delegation to discuss FTA funding issues.
- Joined IPTA members to meet with IDOT Secretary Randy Blankenhorn in Springfield to discuss public transportation's concerns over the Governor's proposed budget.

Expanded Services

- Obtained concurrence from IDOT and executed contract with Nelson/Nygaard for Comprehensive Operational Analysis.
- Converted retired hybrid paratransit buses to gasoline and placed them back in service to accommodate increased customer demand.
- Awarded contract for joint bus procurement to New Flyer, enabling 28 transit agencies nationwide to purchase up to 360 buses. Connect Transit will purchase up to 30 new buses.
- Conducted pre-production meeting with New Flyer for new buses. Pending concurrence from IDOT, buses are scheduled for production in July 2015.
- Following input from the community approved fixed bus stop and shelter plan.

Awareness and Education

- Participated in the ISU International Students Orientation Day to pass out information and promotional materials.
- Participated in the Lincoln College Winter Semester Resource Fair to pass out information and promotional materials.
- Coordinated two public open houses to collect feedback on proposed fixed bus stop plan.
- Presented to residents at Phoenix Towers.
- Presented at a Lunch and Learn for Country Financial employees.
- Hosted on-site training for Eugene Field students.

Key Relationships/Partnerships

- Approved appointments to the newly-formed Connect Transit Community Transportation Advisory Committee. Committee will have its first meeting in May 2015.

- Obtained Proclamations from City of Bloomington and Town of Normal declaring April 9th “Stand Up for Transportation Day”, drawing attention to the need for transportation infrastructure in our community.

TRUSTEE’S COMMENTS

Chairman Bill Wilson congratulated Trustee Ryan Whitehouse for being elected to the Secretary position for the upcoming fiscal year.

Vice Chairman Mike McCurdy stated that he was very happy to see Connect Transit’s presence at the “Walk in – Bike Out” event held in Uptown Normal.

ADJOURNMENT

Motion by Trustee Judy Buchanan, Seconded by Trustee John Thomas to adjourn to Executive Session.

AYE: All

NAY: None

Motion carried.

Time: 5:59 p.m.

Motion by Trustee John Bowman, Seconded by Trustee Felicia Shaw to return to Regular Session.

AYE: All

NAY: None

Motion carried.

Time: 6:28 p.m.

Chairman Bill Wilson stated that the Board was not recommending the release of any Executive Session minutes at this time. The Board would review Executive Session Minutes again in six (6) months.

Motion by Trustee John Thomas, Seconded by Trustee Ryan Whitehouse to adjourn.

AYE: All

NAY: None

Motion carried.

Time: 6:29 p.m.

John Bowman, Secretary