

**CONNECT TRANSIT  
BOARD OF TRUSTEES  
PROCEEDINGS OF AUGUST 22, 2017**

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 August 22, 2017 at 4:30 p.m.

TRUSTEES PRESENT:           Mike McCurdy, Chairman  
                                  Ryan Whitehouse, Vice Chairman  
                                  Lauren Lacey, Secretary  
                                  John Bowman  
                                  Judy Buchanan

TRUSTEES ABSENT:           Jennifer McDade  
                                  John Thomas

CITY MANAGERS:

STAFF PRESENT:           Isaac Thorne, Interim General Manager  
                                  Julie Beer, Executive Assistant  
                                  Martin Glaze, Operations Manager  
                                  Jeff Holtke, Marketing Manager  
                                  Dave White, Safety and Training Director

The meeting was called to order by the Chairman at 4:30 p.m. Roll call was taken.

Motion by Trustee Judy Buchanan, seconded by Secretary Lauren Lacy to allow City of Bloomington, Assistant City Manager, Steve Rasmussen to participate in the meeting.

AYE: All

NAY: None

Motion carried.

**PUBLIC COMMENTS**

Lex Green addressed the Board. He noted that he lives on Cooked Creek Road in Bloomington. He quoted Connect Transit's Mission Statement. He stated his son is an individual that relies on Connect Mobility. His son is legally blind and has cerebral palsy. He would never drive. His son's job is very important to him and he relies on Connect Mobility to get him to and from his job.

Mr. Green stated the recent Board decision to eliminate the Bloomington and Normal Tripper Service has eliminated his son's access to the Connect Mobility service; even with the expanded Connect Mobility service area. Although the service area was expanded to one and one quarter miles (1¼) out from the fixed route service area, his son, along with six (6) other disabled riders are excluded.

Town of Normal Manager, Mark Peterson arrived at 4:32 p.m.

Mr. Green stated Connect Transit could, and should provide Connect Mobility service to all disabled persons within Bloomington/Normal's limits.

### **YEARS OF SERVICE AWARDS**

Chairman Mike McCurdy noted several individuals celebrating service year milestones. He recognized Art Abrams in the audience and asked him to come forward. Chairman McCurdy thanked Mr. Abrams for his 20 years of service and presented him with his service award.

Chairman McCurdy announced the following honorees that were not present at the meeting: Glenda LaFever, ten (10) years of service, Pay Boylan, ten (10) years of service, Marty Eckert, five (5) years of service, Mark Hoffman, five (5) years of service, and Latney Brooks, five (5) years of service. He thanked all of these individuals for their hard work and dedication to Connect Transit.

Trustee John Thomas arrived at 4:35 p.m.

### **CONSENT AGENDA**

1. Approval of Minutes of Previous Meeting of July 25, 2017 Public Hearing, and July 25, 2017 Regular Board Meeting Proceedings
2. Disbursements for Month of July, 2017
3. Monthly Statistical Report for month of July, 2017

Motion by Secretary Lauren Lacy, seconded by Trustee John Thomas that the Consent Agenda be approved.

AYE: All

NAY: None.

Motion carried.

### **OLD BUSINESS**

None.

### **NEW BUSINESS**

#### Universal Access Agreement – Illinois Wesleyan University

Interim General Manager, Isaac Thorne introduced this item. Connect Transit and Illinois Wesleyan University (IWU) began a pilot program in late February. Ridership has increased steadily each month. Staff estimates that Connect Transit will provide roughly 8,000 rides per year



1. Provide buses for the regularly scheduled fixed route bus service offered to the general public on routes and schedules as determined from time to time by Connect Transit and generally announced to the public.
2. Provide vehicle drivers to meet the schedule and service commitment defined above under paragraph 1.
3. Maintain and service all vehicles provided under paragraph 1.
4. Provide, during regular Connect Transit office hours, in-house telephone information services to callers who seek information about Universal Access services.
5. Accept IWU issued student identification cards, valid during the contract period, as pre-paid fares which entitle the bearer to whom the card was issued to ride Connect Transit fixed route services without fare payment. Persons who do not display a current employee identification card will be charged the general public posted fare.
6. Comply with all applicable laws and policies in the conduct of its business and in the performance of its obligations under this Agreement.
7. Exercise supervisory responsibility over employees of Connect Transit in the performance of its obligations under this Agreement.

**UNIVERSAL ACCESS SERVICE AGREEMENT PRICE:**

IWU will pay Connect Transit Universal Access charges based on actual ridership per month at a cost of \$.90 per ride.

**CONTRACT PAYMENT TERMS**

Connect Transit will bill IWU for Universal Access by persons displaying IWU Identification Cards. Invoices will be sent monthly at the beginning of each month following universal access by IWU students. Payment will be due 30 days after the invoice date.

**OTHER MATTERS**

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

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

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

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

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

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

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

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

**No Beneficiaries:** The parties do not intend this Agreement to create any rights or rights of enforcement in third parties.

**Funding Contingency:** Connect Transit may, in its sole discretion, terminate this Agreement if Connect Transit does not have sufficient operating capital to sustain operations. Connect Transit will provide prompt notice to IWU in the event service is terminated.

**Liability:** Neither part 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.

Connect Transit agrees to indemnify, hold harmless and defend IWU, including its trustees, officers, employees and agents from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including reasonable attorney's fees) arising out of, or relating to: (a) the negligent or intentional acts or omissions by Connect Transit in the performance of the transit services contemplated under this Agreement; or (b) any breach or default on the part of Connect Transit in the performance of this Agreement. As a condition to such defense and indemnification, IWU will provide Connect Transit with prompt written notice of the claim and permit Connect Transit to control the defense, settlement, adjustment or compromise of any such claim. IWU may employ counsel at its own expense to assist it with respect to any such claim; provided; however, that if such counsel is necessary because of a conflict of interest or because Connect Transit does not assume control, Connect Transit will bear the expense of such counsel.

IWU agrees to indemnify, hold harmless and defend Connect Transit, including its trustees, officers, employees and agents from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including reasonable attorney's fees) arising out of, or relating to: (a) the negligent or intentional acts or omissions by IWU in the performance of the transit services contemplated under this Agreement; or (b) any breach or default on the part of IWU in the performance of this Agreement. As a condition to such defense and indemnification, Connect Transit will provide IWU with prompt written notice of the claim and permit IWU to control the defense, settlement, adjustment or compromise of any such claim. Connect Transit may employ counsel at its own expense to assist it with respect to any such claim; provided; however, that if such counsel is necessary because of a conflict of interest or because IWU does not assume control, IWU will bear the expense of such counsel.

**Notices:** All notices under this Agreement shall be given in writing to the parties at the address first above written by Certified mail or Overnight Courier service.

**SIGNATURE FORM**

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

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

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

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

**FOR: Bloomington-Normal Public Transit System**

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

\_\_\_\_\_

**Mike McCurdy**  
**Chairman, Board of Trustees**

**Lauren Lacy**  
**Secretary, Board of Trustees**

---

**FOR: Illinois Wesleyan University**

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

\_\_\_\_\_  
**Authorized Signatory**

**Typed or Printed Name of Authorized Signatory**

4811-7822-3181, v. 2

Motion by Trustee John Bowman, seconded by Trustee Judy Buchanan that the Universal Access Agreement with Illinois Wesleyan University be approved for fiscal year 2018 and retroactive to July 1, 2017.

AYE: All

NAY: None.

Motion carried.

Bus Infrastructure Support Letter

Interim General Manager Isaac Thorne introduced this item. He provided an overview of the Grant program and the support letter. This is the second discretionary grant that Connect Transit has applied for. This grant, if awarded, will fund the purchase of replacement heavy duty buses, bus shelters and solar array.

Mr. Thorne noted that 23 of Connect Transit's 42 fixed route vehicles are beyond their useful life. He respectfully requested that the Board provide the letter of support for a Section 5339 Bus and Bus Facilities Discretionary Grant application.

Vice Chairman Ryan Whitehouse noted a few minor edits to be made in the support letter.

(Revised letter on file in the Connect Transit office.)

Motion by Vice Chairman Ryan Whitehouse, seconded by Trustee Judy Buchanan that the Board provide the letter of support for a Section 5339 Bus and Bus Facilities Discretionary Grant application, pending suggested edits by Vice Chairman Whitehouse.

AYE: All

NAY: None.

Motion carried.

Recommendation for Eastview Tripper Service

Chairman Mike McCurdy stated this item was pulled from the agenda. However, the Board could discuss same. There would be no vote taken.

Interim General Manager Isaac Thorne stated a potential tripper service to Eastview Christian Church could be defined as a charter service. He was waiting for the Federal Transit Administration, (FTA) to qualify the service. If it is deemed a charter service, other providers would be allowed to provide a quote. Mr. Thorne added he did not believe the service fits in the charter service category, but a final decision will come from the FTA.

Chairman Mike McCurdy stated this item would return to the Board for approval once the FTA has made a determination.

### Recommendation for Shelter Locations

Isaac Thorne, Interim General Manager introduced this item. He stated many Connect Transit customers have requested bus stop shelters and sidewalks. Over the last fifteen (15) months, fifteen (15) shelters have been installed, most of which were in partnership with the Town of Normal.

Mr. Thorne provided an overview of the suggested shelter locations, prioritized by those that have the highest ridership. There were ten (10) recommended locations. He noted that barriers to installing shelters at these locations include the need for easements and/or sidewalks.

Trustee Judy Buchanan questioned responsibility for maintenance of the proposed shelters. Interim General Manager, Isaac Thorne responded that Connect Transit would be responsible; however, partnerships would be sought for their maintenance.

Motion by Trustee Judy Buchanan, seconded by Secretary Lauren Lacy that staff be authorized to pursue installing bus stop pads and shelters at the following bus stop locations:

#### **Walmart - Bloomington**

Connect Transit serves about 300 passengers a day at Walmart in Bloomington. A bus shelter on both sides of JC Parkway would be installed. Three (3) different routes serve this location, and it serves as a hub in the bus network. These shelters would require an easement.

#### **Walmart - Normal**

Connect Transit also serves about 300 passengers a day at Walmart in Normal. A shelter on both sides of Parkway Plaza would be installed. Three (3) different routes serve this location, and it serves as a hub in the bus network. These shelters would require an easement.

#### **Southgate and Greyhound**

Connect Transit serves 38 passengers a day at Southgate and Greyhound. A shelter would be installed on this corner. This shelter location would require an easement.

#### **Raab and Sugar Creek Blvd**

Connect Transit serves 33 passengers a day at this bus stop. A shelter would be installed on the west side of Main Street. This shelter location would require an easement.



**Main and Oak Creek Plaza**

Connect Transit serves 32 passengers a day at this bus stop. A shelter would be installed on the west side of Main Street. This shelter location would require an easement.

**Main and Virginia Avenue**

Connect Transit serves about 30 passengers a day at this bus stop. A shelter would be installed on the east side of Main Street. This shelter location would require an easement.

**College and Young Drive**

Connect Transit serves about 27 passengers a day at this bus stop. A shelter would be installed on the east side of Main Street. This shelter location would require an easement.

**ALDI – Wylie Drive**

Connect Transit serves about 25 passengers a day at this bus stop. A shelter would be installed on the east side of Wylie Drive. This shelter location would require an easement.

**IAA and Rowe Drive**

Connect Transit serves about 25 passengers a day at this bus stop. A shelter would be installed on the west side of IAA Drive. This shelter location would require an easement.

**Main and Oak Valley Road**

Connect Transit serves 24 passengers a day at this bus stop. A shelter would be installed on the west side of Main Street. This shelter location would require an easement.

AYE: All

NAY: None.

Motion carried.

**Recommendation for Communications and Marketing Plan**

Isaac Thorne, Interim General Manager stated one of the goals of the new Strategic Plan is to create a Marketing and Communications Plan. One area of focus is to have one (1) consistent message, and the tag line “Get Connected” has been selected as that message. Another area of focus is to begin building an audience through social media outlets. He stated that Jeff Holtke, Marketing Manager, would provide an overview of the proposed plan.

Jeff Holtke, Marketing Manager, addressed the Board. He provided the Board with an overview of the proposed Communication and Marketing Plan. The same had been presented previously to the Community Transportation Advisory Council, (CTAC). They were in favor of the plan.

Mr. Holtke stated he would be soliciting volunteers to be the featured on some Connect Transit posters. These posters would be placed on buses, shelters, and possibly at partner businesses. Another area of focus includes digital ads. Connect Transit would remain in partnership with

radio, but digital ads offer a variety of opportunities for reaching a larger audience. Digital ads are very customizable, and there are mechanisms to track effectiveness.

Vice Chairman Ryan Whitehouse questioned Connect Transit's options with the BN Advantage program through the Economic Development Council. Mr. Holtke responded he is currently on a committee and is slowly incorporating advertising opportunities. Vice Chairman Whitehouse stated he would like for BN Advantage to present an update to the Connect Transit Board of Trustees at a future Board meeting.

Motion by Trustee Judy Buchanan, seconded by Trustee John Thomas that the Marketing and Communications Plan for FY 2018 be approved.

AYE: All

NAY: None.

Motion carried.

#### Update on Community Transportation Advisory Council (CTAC) Meetings – CTAC Member Linda Foster

Linda Foster, CTAC, addressed the Board. She provided an overview of her CTAC experience thus far. She noted most of the members of the current CTAC group are new. The first meetings have consisted of a "Transit 101" education focus. There is a lot going on in the background that most Connect Transit riders and community citizens are unaware of. The CTAC members believe in Connect Transit's mission and vision.

Ms. Foster stated the CTAC members meet to review and discuss Connect Transit's structure, services and challenges, and services to individuals with disabilities. These challenges are much greater than what is seen on the street. CTAC has heard concerns from the community, and has reviewed Board decisions.

CTAC, the Connect Transit Board, and staff are aware of community concerns and can relay to the public that decisions made by Connect Transit are being made to be the least destructive, while working within budget constraints.

Recently, CTAC had the opportunity to review the proposed bus stop shelters proposal. CTAC was in agreement that everyone must work together to share the cost and improve bus stops for riders.

Ms. Foster stated she appreciates the openness/willingness of the Connect Transit Board and staff that work to provide the best service possible.

Chairman Mike McCurdy questioned if there were any anticipated increased advocacy role for the CTAC members. Isaac Thorne, Interim General Manager stated staff is focusing on an advisory role.

Julie Beer, Executive Assistant, agreed. She noted the majority of CTAC members are Connect Transit riders, and as such, are already advocates for transit.

#### Canvas Presentation – Dave White and Martin Glaze

Isaac Thorne, Interim General Manager introduced this item. He stated Dave White, Safety and Training Director, and Martin Glaze, Operations Manager would provide an overview of the Canvas Software. There was no recommendation for this item. It was an opportunity for staff to provide information about the software and how it has been utilized by Connect Transit. The Canvas Software allows for building of specialized applications.

Dave White, Safety and Training Director addressed the Board. He stated he had begun trying the Canvas Software several months prior, testing to see if it was something that could be utilized to streamline work processes.

Martin Glaze, Operations Manager addressed the Board. He stated with the Canvas Software, staff is able to ensure all employees are made aware of policy information, notices, road observations, and other items.

Mr. White agreed, there is the option to track errors, provide coaching, and provide remedial training if necessary. Additionally, there are several reports that have been converted into an electronic format, including the Vehicle Defect Reports. This saves on paper and waste.

Mr. Glaze noted there are also time-saving features when an accident occurs. The supervisor can go to the scene with a tablet, capture the location, the situation, and take photos, etc.

Town of Normal Manager, Mark Peterson left the meeting at 5:42 p.m.

City of Bloomington, Assistant City Manager, Steve Rasmussen left the meeting at 5:43 p.m.

Trustee John Thomas questioned how the information is collected. Dave White, Safety and Training Director responded through notifications via email to a variety of administrative personnel.

Secretary Lauren Lacy questioned if staff felt confident in the security of the data. Mr. White responded affirmative.

Chairman Mike McCurdy questioned if the Canvas Software was exclusive to Transit. Mr. White responded that it was not.

Chairman Mike McCurdy thanked the staff for the presentation of the Canvas Software.

#### Recommendation for Performance Measures

Interim General Manager, Isaac Thorne introduced this item. He stated staff is looking for guidance and feedback from the Board regarding reporting measures.

Chairman Mike McCurdy stated Mr. Thorne had previously requested input from the Board, and this recommendation is a starting point for discussion on what could be included in the monthly reports.

Mr. Thorne agreed. He stated his preference that the reports to be presented in graphical form.

Chairman McCurdy reminded the Board that Trustees McDade, Bowman, and Vice Chairman Whitehouse had requested tweaks to the current reports.

Trustee Judy Buchanan questioned the validated complaints report. Mr. Thorne responded these complaints are complaints that were researched and validated by staff. Trustee Buchanan requested that definitions be included, and that both validated and invalidated complaints be included.

Town of Normal Manager, Mark Peterson returned to the meeting at 5:52 p.m.

Secretary Lauren Lacy requested the distance that Connect Mobility Service is travelling be tracked. She would also like to see if the premium service fees are helpful in offsetting the cost associated with extending the Connect Mobility Service area.

Chairman Mike McCurdy stated the Board could approve these recommended performance measures and adjust later as necessary. Vice Chairman Ryan Whitehouse stated his preference to lay the item over until Trustee Jennifer McDade was in attendance.

Trustee John Thomas suggested including information regarding budget comparisons. Chairman Mike McCurdy agreed.

Motion by Vice Chairman Lauren Lacy, seconded by Trustee John Thomas that this item be laid over until the September 26, 2017 Board meeting.

AYE: All

NAY: None.

Motion carried.

## **GENERAL MANAGER'S REPORT**

Interim General Manager Isaac Thorne stated Connect Transit was previously awarded a 2010 and 2013 Illinois Department of Transportation, (IDOT) Capital Grant that it had been waiting to receive for a long time. He had reached out to IDOT concerning the award and has been notified that funds are now available for use.

Connect Transit will now be able to purchase ten (10) new fixed route buses. He has contacted New Flyer to inquire about a potential April/May 2018 build date. This is a huge relief as it will allow for the replacement of ten (10) of the 23 buses in its fleet that need replaced.

He may return to the Board in September for Board approval of a contract to purchase the new buses from the New Flyer contract.

City of Bloomington, Assistant City Manager Steve Rasmussen returned to the meeting at 5:56 p.m.

Mr. Thorne stated he had met with Senator Jason Barickman. He was thankful for his help with locating information regarding the Volkswagen Settlement. He would be applying for funding from the Volkswagen Settlement through the Illinois Environmental Protection Agency.

Mr. Thorne reminded the Board that the Fall Illinois Public Transportation Association Conference would be held on September 19, 2017 through the 20<sup>th</sup> in Springfield. He requested they contact him if they would like to attend.

He notified the Board that Connect Transit has received two (2) of the four (4) Propane buses. They are awaiting decals and fareboxes. He noted Connect Transit is the first agency in Illinois to use propane fueled buses. He would be working on an unveiling in the future.

Vice Chairman Ryan Whitehouse questioned if there were any opportunity for cross promotional advertising on the new propane fueled buses. Mr. Thorne responded that he would look into same.

### **TRUSTEE'S COMMENTS**

City of Bloomington, Assistant City Manager, Steve Rasmussen thanked Isaac Thorne, Interim General Manager for his help and patience for the LED Display ordinance recently passed by the City of Bloomington. He hoped that Connect Transit would be able to move forward very soon in the LED Display advertising program.

Mr. Thorne responded that several responses have been received. Connect Transit staff has a lot of work to do to select a vendor.

### **ADJOURNMENT**

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

AYE: All

NAY: None

Motion carried.

Time: 6:05 p.m.

Motion by Trustee John Bowman, seconded by Trustee Judy Buchanan to return to Regular Session and adjourn

Time: 6:37 p.m.

AYE: All

NAY: None

Motion carried.

---

Julie Beer, Executive Assistant