

**CONNECT TRANSIT
BOARD OF TRUSTEES
PROCEEDINGS OF OCTOBER 24, 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 October 24, 2017 at 4:30 p.m.

TRUSTEES PRESENT: Mike McCurdy, Chairman
 Ryan Whitehouse, Vice Chairman
 Lauren Lacey, Secretary
 John Thomas

TRUSTEES ABSENT: John Bowman
 Judy Buchanan
 Jennifer McDade

CITY MANAGERS:

STAFF PRESENT: Isaac Thorne, General Manager
 Julie Beer, Executive Assistant

The meeting was called to order by the Chairman at 4:33 p.m. Roll call was taken.

Motion by Trustee John Thomas, 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.

Chairman Mike McCurdy congratulated Mr. Rasmussen on his selection as the Interim City Manager for the City of Bloomington. For the duration of his service as Interim City Manager, the Board would not need to vote to allow him to participate in meetings. He hoped the Intergovernmental Agreement between the City and the Town could be updated in the future to address allowing a City Manager's delegate to attend and participate in Connect Transit Board meetings.

YEARS OF SERVICE AWARDS

Chairman Mike McCurdy stated a Years of Service Award would be presented to Lee Spiecker. He requested that Mr. Spiecker come forward. Chairman McCurdy presented Mr. Spiecker with his five (5) Years of Service award and thanked him for his hard work and dedication to Connect Transit.

PUBLIC COMMENTS

Karen Green addressed the Board. She read a written letter that was provided to the Board prior to the meeting. She stated her son Jeffrey Connolly was a regular Connect Mobility rider until the fixed route service area was reduced. Her son Jeffrey relied on Connect Mobility to go to and from his job.

Although the Connect Mobility service area had been increased from .75 miles to 1.25 miles from the fixed route service area, her son Jeffrey was still outside of the Connect Mobility service area. She respectfully requested that the Board reevaluate the service area to “grandfather” her son Jeffrey into the service area and reinstate his service.

Trustee Jennifer McDade arrived at 4:38 p.m.

CONSENT AGENDA

1. Approval of Minutes of Previous Meeting of September 26, 2017 and the Approval and Release of the Executive Session of August 22, 2017
2. Disbursements for Month of September, 2017
3. Financial Report for Month of September, 2017
4. Capital and Self-Insurance Reserve Fund Balances for month of September, 2017
5. Monthly Statistical Report for month of September, 2017
6. Federal Report for Connect Transit – Prepared by Cardinal Infrastructure

Chairman Mike McCurdy noted the increase in ridership. Isaac Thorne, General Manager, responded he believed that more frequent service, coupled with the ridership growing more accustomed to the new route structure has played a vital role in the increased ridership.

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

Presentation of FY 2017 Audit – CliftonLarsonAllen

Hope Wheeler, CliftonLarsonAllen, addressed the Board. She provided an overview of the FY 2017 Connect Transit audit. She discussed the types of audit requirements necessary, and the methods

used. She noted Connect Transit has received a clean opinion and there were no findings to report for the FY 2017 Connect Transit audit.

Chairman Mike McCurdy and General Manager, Isaac Thorne congratulated Patrick Kuebrich, Finance Director and LeeAnn Biddle on a clean audit.

(FY 2017 Connect Transit audit on file at the Connect Transit's office.)

Illinois Downstate Operating Assistance Grant Agreement

Isaac Thorne, General Manager introduced this item. He stated this grant provides Connect Transit with funding for 65% of its eligible expenses, up to \$11 million for FY 2018. This Grant is an annual application. Annually, \$11.4 million is appropriated to Connect Transit; however, it is not always eligible to use all of those funds. He recommended Board approval of this Grant application.

Motion by Trustee John Thomas, seconded by Secretary Lauren Lacy that the Illinois Downstate Operating Assistance Grant Agreement for Fiscal Year 2018 be approved, the necessary documents executed, and the Resolution adopted.

AYE: All

NAY: None

Motion carried.

Recommendation for Eastview Church Service

Isaac Thorne, General Manager, introduced this item. He stated Eastview Christian Church had approached Connect Transit staff regarding providing service to their facility for their food pantry and church services. This service would be considered a Charter Service and 100% of the cost would be paid by Eastview Church. The service would be provided on Thursdays from 9:30 a.m. until 3:00 p.m. for the food pantry, and on Sundays from 9:30 a.m. until 1:00 p.m. for church services.

Vice Chairman Ryan Whitehouse questioned the process of eliminating the service. General Manager Isaac Thorne responded it is written into the agreement that the service will be eliminated if Eastview Christian Church discontinued paying for it. It is understood that Connect Transit is unable to subsidize this service.

Vice Chairman Whitehouse questioned how the service would work. Mr. Thorne responded Eastview Church would be billed monthly, at \$100 per hour. The service would be a dedicated route only. No transfer tickets would be issued. The bus will be marketed as a new service that Eastview Christian Church will be paying for. It will be called the "Eastview Christian Church Tripper". The service would begin on November 12, 2017 if approved.

Motion by Trustee Jennifer McDade, seconded by Trustee John Thomas that the General Manager be authorized to pursue contract with Eastview Christian Church (ECC) for bus service.

AYE: All

NAY: None

Motion carried.

CHARTER SERVICE AGREEMENT

This Agreement is entered into by and between **BLOOMINGTON NORMAL PUBLIC TRANSIT SYSTEM d/b/a CONNECT TRANSIT**, 351 Wiley Drive, Normal, Illinois and **EASTVIEW CHRISTIAN CHURCH** an Illinois not-for-profit corporation, 1500 North Airport Road, Normal, Illinois.

WHEREAS, Connect Transit has taken the necessary steps required under Federal Law to provide Charter Bus Service to Eastview Christian Church; and

WHEREAS, Eastview Christian Church desires to engage Connect Transit for the purpose of providing Charter Bus Service to Eastview Christian Church during the times and on the days provided herein; and

WHEREAS, Connect Transit is able and willing to provide such transit services according to the terms of this Agreement.

NOW THEREFORE in consideration of the mutual promises and other and valuable consideration, the receipt of which is hereby acknowledge, the parties agree as follows:

Section 1. Connect Transit will provide Charter Bus Service to Eastview Christian Church every Thursday from 9:00 a.m. to 3:00 p.m. and every Sunday from 9:30 a.m. to 1:00 p.m., except on Holidays observed by Connect Transit, which include Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, July 4th, and Labor Day.

Section 2. Eastview Christian Church agrees to pay Connect Transit One Hundred Dollars (\$100.00) per service hour for the above-described charter services, payment to be made within thirty (30) days of billing from Connect Transit.

Section 3. That the term of this Agreement shall be from the 16th day of November, 2017 to the 17th day of May, 2018, provided however, either party may terminate this Agreement upon written notice given at least thirty (30) days prior to effective date of termination.

Section 4. Connect Transit shall, for all purposes, be considered an independent contractor and not an employee of Eastview Christian Church.

Section 5. Connect Transit shall, in its sole discretion and business judgment, have the authority to provide buses for the charter service described herein, provide vehicle drivers to meet the schedule and service commitment described herein, exercise supervisory responsibility over employees of Connect Transit in the performance of its obligations under this Agreement, and comply with all applicable laws and policies in the conduct of its business and in the performance of its obligations under this Agreement.

Section 6. This Agreement shall not be assigned or delegated without the written consent of either party.

Section 7. This Agreement is binding upon the parties hereto and their successors and assigns.

Section 8. 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.

Section 9. The parties hereby irrevocably and unconditional submit to the exclusive jurisdiction of any State of Illinois Court sitting in Bloomington, Illinois, over any suit, action or proceeding at law or in equity, rising out of or relating to this Agreement.

Section 10. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois.

Section 11. This Agreement constitutes the entire Agreement between the parties concerning the subject matter herein.

Section 12. This Agreement may be amended by mutual written consent of the parties.

Section 13. In the event Connect Transit is required to bring an action against Eastview Christian Church for payment under this agreement, then Eastview Christian Church shall be responsible for interest on any delinquent amounts due at the rate of 1% per month, plus attorney fees and costs incurred by Connect Transit to collect such amounts.

In the event that Eastview Christian Church is required to bring an action against Connect Transit regarding any breach of this agreement, then Connect Transit shall be responsible to pay the attorney fees and cost incurred by ECU Christian Church in the enforcement of this agreement, in the event that Connect Transit is determined, either through settlement, mediation or court action, to have breached this agreement.

Section 14. 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 and hold harmless Eastview Christian Church from any and all claims incurred by reason of the negligence of Connect Transit and its officers and employees in the performance of this Agreement. The foregoing shall not waive the right of Connect Transit to raise any and all defenses available to it under the Illinois Governmental Tort Immunity Act.

Eastview Christian Church agrees to indemnify and hold harmless Connect Transit from any and all claims incurred by reason of the negligence of Eastview Christian Church and its officers and employees in the performance of this Agreement.

Section 15. Connect Transit shall provide a Certificate of Insurance to Eastview Christian Church naming the Church as an additional insured on a primary and non-contributory basis with respect to general liability. The Certificate of Insurance will evidence the following coverage and be maintained for the duration of this agreement.

- A. General Liability: \$1,000,000.00 per occurrence.
- B. Automobile Liability: \$5,000,000.00 per occurrence.
- C. Workmen's Compensation as required under the terms of the Illinois Workmen's Compensation Act.

Eastview Christian Church shall provide a Certificate of Insurance to Connect Transit naming Connect Transit as an additional insured **on a primary and non-contributory basis** with respect to general liability. The Certificate of Insurance will evidence the following general liability coverage and be maintained for the duration of this agreement: \$1,000,000.00 per occurrence.

The parties hereto each waives any and all rights of recovery against the other and against officers and employees of the other, for loss of or damage to property or injury to person to the extent such damage or injury is covered by proceeds received under any insurance policy carried by Connect Transit or Eastview Christian Church in force at the time of such loss or damage. The parties further agree their respective insurance companies shall have no right of subrogation against the other.

This Agreement is entered into by and between the parties on the date adjacent to each signature below.

Bloomington Normal Transit System

By: _____
Mike McCurdy, Chairman

Date: _____, 20____

ATTEST:

Secretary

Eastview Christian Church an Illinois not-for-profit corporation

By: _____

Tyler Hari

Date: _____,

20_____

Executive Pastor of Ministry Operations

4845-1120-3922, v. 1

Recommendation for the Approval of a Revised Procurement Policy

General Manager, Isaac Thorne introduced this item. He noted the Board approved the Connect Transit Procurement Policy in 2011. This is the third revision since that time. He stated the following major changes are as follows:

- Section 5.3 Micro-Purchases - Federal Transit Administration (FTA) increased the dollar amount of a micro-purchase from \$3,000 to \$3,500
- Illinois Department of Transportation (IDOT) increased the dollar threshold for capital funding from \$10,000 to \$20,000 for small purchases. This will require Connect Transit to conduct formal procurement procedures on purchases over \$20,000 when using IDOT capital funding
- Section 10.12 Buy America Provisions – FTA has increased the dollar threshold from \$100,000 to \$150,000 and will be gradually increasing the percentage of domestic content over the next few years
- Added Appendix F and G

Typically, changes are triggered by Federal Transit Authority changes and/or internal policy changes. He recommended approval of the revised policy.

Motion by Trustee John Thomas, seconded by Trustee Jennifer McDade that the revised Procurement Policy be approved.

AYE: All

NAY: None

Motion carried.

(Connect Transit Procurement Policy on file at Connect Transit's office.)

GENERAL MANAGER'S REPORT

Isaac Thorne, General Manager stated the Downtown Bloomington Task Force recommended and approved a catalyst project between Connect Transit, the Market Street Parking Garage and the Bloomington Library to improve the property currently occupied by the Market Street Garage.

The project would be a combination of a Connect Transit Downtown Transfer Center, a new Library and parking deck. The next step in the process would be for the Downtown Task Force's recommendation to go to before the Bloomington City Council for review. The Council would then decide if this project should be on their capital priority list. He believed it to be very positive that Connect Transit was included in this recommendation by the Downtown Bloomington Task Force.

Regardless, Connect Transit would need to move forward with a feasibility study and an Environmental Protection Agency (EPA) Phase 1 analysis in order to qualify for Federal grants. Staff would be working over the next six (6) months to conduct this work.

Mr. Thorne advised the Board that staff has been moving forward with the demolition of the old Oakland Avenue bus facility. This facility has been vacant since Connect Transit moved from it to the Wylie Drive facility in 2010. It has continued to fall into disrepair.

Chairman Mike McCurdy questioned if the land was more valuable without the building. Mr. Thorne affirmed. Additionally, developers want to purchase land below market value.

Trustee John Thomas questioned if the property was inside of a Tax Increment Financing (TIF) District. Mr. Thorne responded that it is not. The TIF district falls just short of the property.

Trustee Jennifer McDade questioned if Connect Transit had a plan "B" for a Downtown Bloomington Transfer Station if the City of Bloomington was unwilling to partner with the Market Street Garage location. General Manager Isaac Thorne stated the Feasibility Study would consider several potential locations in the Downtown area.

Chairman Mike McCurdy noted the idea of moving the Downtown Transfer center off of Front Street is not a new recommendation by the City of Bloomington. It is in the current Bloomington Comprehensive Operational Analysis.

Isaac Thorne, General Manager informed the Board that Connect Transit has several retired buses that need to be disposed of. One (1) of the buses will be used to create a Community Bus that could be used to conduct community engagement and training sessions. Staff is currently working with community partners to also use it to provide a fresh foods market, health screenings, and voter registration drives. He sees this as a positive way to partner with local non-profits to serve the community. He noted that Connect Transit staff is very excited about this opportunity to continue to spread Connect Transit's message.

Mr. Thorne updated the Board with on the bus shelter project at the locations of Aldi's, and the two (2) Wal-Marts. He has made some progress, and it is his hope that the shelters could be installed before winter.

Mr. Thorne stated the recent annual American Public Transportation Association conference was very educational and informative.

TRUSTEE'S COMMENTS

Vice Chairman Ryan Whitehouse stated he, and Isaac Thorne, General Manager recently travelled to Springfield to visit with Congressional delegation. It was a good opportunity to continue to promoting support for public transportation.

ADJOURNMENT

Motion by Trustee Jennifer McDade, Seconded by Secretary Lauren Lacy to adjourn to adjourn.

Time: 5:14 p.m.

AYE: All

NAY: None

Motion carried.

Julie Beer, Executive Assistant