



## NOTICE

# MEETING DATE & LOCATION CHANGE

Due to the Administration Office Remodel Project and lack of a quorum the August 25, 2015 Board meeting has been rescheduled to September 1, 2015 and will be held at Uptown Station, Normal, 4<sup>th</sup> Floor, Room 409 at 4:30 P.M.



# AGENDA

## Meeting of the Connect Transit Board of Trustees

September 1, 2015

4:30 P.M.

Uptown Station, 4<sup>th</sup> Floor, Room 409  
Normal, IL 61761

- A. Call to Order
- B. Roll Call
- C. Public Comments
- D. Consent Agenda
  - 1. Approval of Minutes of the Previous Meeting of July 28, 2015
  - 2. Disbursements for Month of August, 2015
  - 3. Financial Report for Month of July, 2015
  - 4. Capital and Self Insurance Reserve Fund Balances for month of July, 2015
  - 5. Monthly Statistical Report for month of July, 2015
- E. Old Business
- F. New Business
  - 1. Illinois Downstate Operating Assistance Grant
  - 2. Amendment to By-Laws
- G. General Manager's Report
- H. Trustee's Comments
- I. Executive Session – ILCS 120/2(c)(1) – Personnel Matters  
ILCS 120/2(c)(11) – Pending Litigation
- J. Approval of Settlement Agreement
- K. Adjournment



July 2015

## Financial and Statistical Reports

Disbursements to be Approved  
August 25, 2015

Payee	Goods Purchased	Amount
A.T.U. - C.O.P.E.	Payroll Deduction	\$ 156.32
AEM Fire Systems	Building Maintenance	\$ 326.00
Airgas USA, LLC	Welding Supplies	\$ 556.91
Amalgamated Transit Union Local 752	Payroll Deduction	\$ 7,955.45
American Solutions for Business	Office Supplies	\$ 247.00
Andrew Johnson	Travel and Meetings	\$ 100.00
Andrew Johnson	Car Allowance	\$ 500.00
Assurance Agency, Ltd.	Insurance	\$ 31,970.00
Barker Motor Co.	Bus Air Conditioning System	\$ 274.64
BlueLine Rental	Machine Rentals	\$ 637.50
Bob Hawthorne	Uniform Reimbursement	\$ 150.00
Central Illinois Regional Broadband Netw	Internet	\$ 347.84
Central Illinois Trucks Inc.	Bus Parts	\$ 3,611.58
CHEMSEARCH H2O SOLUTIONS	Building Maintenance	\$ 735.11
Chris Wold	Travel and Meetings	\$ 477.57
City of Bloomington	Utilites	\$ 729.61
Comcast Cable	Internet	\$ 407.85
Cummins Crosspoint	Bus Parts	\$ 10,842.56
Debra S. Hopkins	Employee Reimbursement	\$ 109.19
Dennison Corporation	Outside Repair	\$ 119.19
Dish Network	Television Service	\$ 72.00
Engraving Express	Printed Materials	\$ 136.00
Evergreen FS	Fuel	\$ 61,347.99
Fastenal Company	Bus Parts	\$ 1,677.54
Fleet-Net Corporation	Software & Tech Support	\$ 1,623.75
Frontier	Telephone	\$ 1,048.90
G&K Services	Cleaning Uniforms & Rugs	\$ 1,188.05
Gabe Goldsmith	Travel and Meetings	\$ 30.64
Gillig LLC	Bus Parts	\$ 12,122.74
HDR	Consulting fees	\$ 4,913.12
Heller Ford	Bus Parts	\$ 558.19
Henson Disposal	Garage Overhead	\$ 202.50
Heritage Machine & Welding, Inc.	Bus Parts	\$ 50.60
ICMA- Retirement Trust - 457	Payroll Deduction	\$ 22,231.34
Idaho Child Support Receipting	Payroll Deduction	\$ 190.00
Illinois Department of Revenue	Payroll Deduction	\$ 14,877.20
Illinois State Disbursement Unit	Payroll Deduction	\$ 2,224.88
Interstate Batteries of Mid-Illinois	Shop Tools	\$ 1,164.60
Isaac Thorne	Education Reimbursement	\$ 825.00
Employee	Medical Reimbursement	\$ 1,257.36
IWIN	Employee Physicals	\$ 70.00

Jason Garmon	Tool Reimbursement	\$	475.00
John A. Dash & Associates, Inc	Subscriptions	\$	200.00
John H. Germeraad, Trustee	Payroll Deduction	\$	960.00
Judd Fink	Tool Reimbursement	\$	215.45
LeeAnn Biddle	Travel and Meetings	\$	14.38
Lift-U	Bus Parts- FR	\$	2,021.06
Mass Transit Magazine	Promotions	\$	1,995.00
McLean County Chamber of Commerce	Sponsorship	\$	375.00
Michael Stone	Uniform Reimbursement	\$	73.07
Michelin North America, Inc	Tires	\$	8,074.24
Miller Janitor Supply	Maintenance Supplies	\$	311.82
Minerva Promotions	Uniforms	\$	533.00
Mohawk Mfg. & Supply Co.	Bus Parts- FR	\$	803.53
Morris Avenue Garage	Outside Repair Services	\$	200.00
Motion Industries, Inc.	Bus Parts	\$	100.50
Mutual of Omaha	Life, AD&D,STD & LTD -	\$	16,379.52
Napa Auto Parts	Bus Parts	\$	448.54
New Flyer Industries Canada UIC	Bus Parts	\$	453.41
Nicor Gas	Utilites	\$	184.81
North American Bus Industries	Bus Parts- FR	\$	1,254.38
Oberlander Alarm Systems, Inc.	Security Alarm Service Fee	\$	197.00
Oklahoma Centralized Support Registry	Payroll Deduction	\$	427.68
Orkin Pest Control	Pest Control	\$	538.96
Payroll- net		\$	304,440.86
Pinnacle Door	Door Repair	\$	577.84
Ricoh USA, INC	Copier	\$	799.58
Rilco, Inc.	Oil, Anitfreeze	\$	2,746.60
Southtown Wrecker Service, Inc.,	Towing	\$	475.00
Staples	Office Supplies	\$	547.00
TeVoert Auto Electric, Inc.	Bus Parts- FR	\$	854.89
Thermo King Quad Cities, Inc.	Bus Parts	\$	397.57
Town of Normal	Alarm System	\$	75.00
Town of Normal	Utilites	\$	763.60
Transportation Safety Apparel	Safety Equipment	\$	1,215.00
Trish Tilton	Employee Reimbursement	\$	141.76
Truck Centers, Inc.	Bus Parts	\$	6,773.33
US Department of treasury	Federal Tax Payment	\$	63,267.57
Unemployment Tax	Tax Payment	\$	3,048.93
United Parcel Service	Shipping	\$	45.20
Verizon Wireless	Mobile Data Terminals for SS	\$	538.74
Visa- Commerce	Travel & Meetings	\$	6,368.20
Visa- Commerce	Advertising-Employment	\$	47.14
Visa- Commerce	Safety/Training	\$	375.19
Visa- Commerce	Computer Software	\$	220.53
Visa- Commerce	Shipping/Handling	\$	7.93

Visa- Commerce	Legal	\$ 74.75
Visa- Commerce	Garage Maintenance Equip	\$ 1,091.85
Visa- Commerce	Dues & Subscriptions	\$ 330.00
Visa- Commerce	Employee Recognition	\$ 188.58
Visa- Commerce	Building Maintenance	\$ 283.00
Visa- Commerce	Office Supplies	\$ 115.98
VSP Of Illinois	Vision Insurance	\$ 614.36
William Masters, Inc	HVAC	\$ 3,053.94
Winkle Environmental Service	Solvent Tank	\$ 532.50
		<u>\$ 624,315.49</u>
Total Operating		

**Capital Account**

CAD Construction, Inc	Construction	\$ 69,537.67
Cummins Crosspoint	Engine and Transmission	\$ 45,814.49
		<u>\$ 115,352.16</u>
Total Capital		
	Total	<u><u>\$ 739,667.65</u></u>

**Bloomington Normal Public Transit**  
**Balance Sheet**

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Fiscal Year: 2016    Period 1    July - 2015                      Division: 99 Board Reports                      As of: 07/31/2015

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**Assets**

**Current Assets**

Checking and Savings	\$5,730,752.51
Accounts Receivable	\$4,366,549.04
Inventory Asset - Fuel	\$46,696.72
Inventory Asset - Parts	\$229,748.35
Inventory Asset - Tires	\$0.00
Other Current Assets	\$108,210.53

**Total Current Assets** \$10,481,957.15

Fixed Assets \$12,060,437.51

**Total Assets** \$22,542,394.66

**Liabilities & Equity**

**Liabilities**

Accounts Payable	\$152,947.87
Payroll Liabilities	\$806,273.64
Contracts	\$6,666.67
Due to Illinois Funds Account	\$2,980,249.22
Deferred Revenue	\$98,616.46
Deficit Funding Advance	\$0.00

**Total Liabilities** \$4,044,753.86

**EQUITY**

Fixed Asset Equity	\$12,483,532.77
Unreserved Fund Equity	\$6,750,412.62
Underground Petroleum Storage	\$20,000.00

**Total Equity** \$19,253,945.39

Retained Earnings (\$756,304.59)

**Total Liabilities & Equity** \$22,542,394.66

# Bloomington Normal Public Transit

## Income Statement With Approved Budget

Fiscal Year: 2016	Period 1	Division: 98 Operating Profit/Loss	As of: 07/31/2015		
			Jul-2015 Thru Jul-2015	Approved Budget	
			Year To Date		
			July - 2015		
<b>Operating Revenue</b>					
Passenger Fares	\$70,924.08	8.37%	\$70,924.08	8.37%	\$847,250.20
ISU Contract Fare	\$43,312.50	8.33%	\$43,312.50	8.33%	\$519,750.00
Other Contract Fares	\$12,166.66	9.01%	\$12,166.66	9.01%	\$135,000.00
Advertising Revenue	\$8,585.00	19.08%	\$8,585.00	19.08%	\$45,000.00
Miscellaneous Revenue	\$6,402.20	9.89%	\$6,402.20	9.89%	\$64,718.50
<b>Total Operating Revenue</b>	<b>\$141,390.44</b>	<b>8.77%</b>	<b>\$141,390.44</b>	<b>8.77%</b>	<b>\$1,611,718.70</b>
<b>Operating Expenses</b>					
Operators Wages	\$364,988.02	7.69%	\$364,988.02	7.69%	\$4,746,000.00
Maintenance Wages	\$73,283.07	7.38%	\$73,283.07	7.38%	\$993,350.00
Administration Wages	\$79,957.34	7.76%	\$79,957.34	7.76%	\$1,030,000.00
Employer Payroll Tax Expense	\$38,724.74	7.04%	\$38,724.74	7.04%	\$550,000.00
Retirement Plan	\$16,308.91	4.66%	\$16,308.91	4.66%	\$350,000.00
Group Insurance	\$79,873.31	7.88%	\$79,873.31	7.88%	\$1,014,000.00
Uniform Expense	\$1,266.31	4.57%	\$1,266.31	4.57%	\$27,700.00
Professional Services	\$1,181.96	0.93%	\$1,181.96	0.93%	\$126,650.00
Outside Repair-Labor	\$1,995.36	1.83%	\$1,995.36	1.83%	\$109,200.00
Contract Maintenance Services	\$12,129.84	8.64%	\$12,129.84	8.64%	\$140,450.00
Custodial Services	\$1,749.42	14.89%	\$1,749.42	14.89%	\$11,750.00
Employee Recruiting/Testing/Temp Help	\$150.14	0.63%	\$150.14	0.63%	\$24,000.00
Fuel	\$85,383.98	6.67%	\$85,383.98	6.67%	\$1,279,800.00
Lubricants	\$1,096.82	2.68%	\$1,096.82	2.68%	\$40,950.00
Tires	\$8,074.24	9.18%	\$8,074.24	9.18%	\$88,000.00
Bus Repair Parts	\$18,019.96	10.83%	\$18,019.96	10.83%	\$166,450.00
Other Materials & Supplies	\$4,832.69	8.19%	\$4,832.69	8.19%	\$59,000.00
Shelters/Signs/Shop Tools	\$564.38	7.05%	\$564.38	7.05%	\$8,000.00
Computer and Office Supplies	\$4,313.23	3.75%	\$4,313.23	3.75%	\$115,000.00
Utilities	\$6,834.04	5.38%	\$6,834.04	5.38%	\$127,000.00
Corporate Insurance	\$17,663.66	6.82%	\$17,663.66	6.82%	\$259,000.00
Dues/Subscriptions/Fees	\$2,355.00	6.25%	\$2,355.00	6.25%	\$37,700.00
Printing/Marketing/Training	\$16,081.60	6.51%	\$16,081.60	6.51%	\$247,000.00
<b>Total Operating Expenses</b>	<b>\$836,828.02</b>	<b>7.24%</b>	<b>\$836,828.02</b>	<b>7.24%</b>	<b>\$11,551,000.00</b>
<b>Operating Assistance</b>					
Operating Deficit	(\$695,437.58)	7.00%	(\$695,437.58)	7.00%	(\$9,939,281.30)
Illinois Downstate Operating Assistance	\$548,576.00	7.31%	\$548,576.00	7.31%	\$7,508,150.00
FTA 5307 Operating Assistance	\$152,122.00	6.26%	\$152,122.00	6.26%	\$2,431,131.00
<b>Total Operating Assistance</b>	<b>\$700,698.00</b>	<b>7.05%</b>	<b>\$700,698.00</b>	<b>7.05%</b>	<b>\$9,939,281.00</b>

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

<b><u>Self-Insurance Fund:</u></b>		<b><u>The Illinois Funds- Cash Balance</u></b>		
07/01/15	Beginning Balance		\$	106,864.34
07/31/15	Additions - Interest Income		\$	3.92
07/31/15	Ending Balance		\$	<u>106,868.26</u>
 <b><u>Local Capital Reserve:</u></b>		 <b><u>The Illinois Funds- Cash Balance</u></b>		
07/01/15	Beginning Balance		\$	2,087.14
07/31/15	Additions - Interest Income		\$	0.07
07/31/15	Ending Balance		\$	<u>2,087.21</u>
 <b><u>Local Capital</u></b>		 <b><u>Commerce Bank - Cash Balance</u></b>		
07/01/15	Beginning Balance		\$	3,596,057.04
07/02/15	Deposit- City of Bloomington		\$	47,420.83
07/10/15	Deposit- Town of Normal		\$	34,961.25
07/13/15	4Imprint		\$	(8,386.69)
07/13/15	Cummins Crosspoint		\$	(10,555.80)
07/20/15	Deposit- City of Bloomington		\$	47,420.83
07/20/15	Deposit- Town of Normal		\$	34,961.25
07/23/15	CAD Construction		\$	(43,956.32)
07/29/15	Deposit- FTA		\$	92,595.00
07/31/15	Deposit- City of Bloomington		\$	47,420.83
07/31/15	CAD Construction		\$	(69,537.67)
07/31/15	Additions - Interest Income		\$	467.51
07/31/15	Ending Balance		\$	<u>3,767,618.06</u>
 <b><u>FTA &amp; IDOT Capital</u></b>		 <b><u>The Illinois Funds- Cash Balance</u></b>		
07/01/15	Beginning Balance		\$	43,605.40
07/31/15	Additions - Interest Income		\$	1.60
07/31/15	Ending Balance		\$	<u>43,607.00</u>
				<b>Total Reserve Capital Account</b>
				<u><u>\$ 3,813,312.27</u></u>

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

Local Capital #1	Local Capital #2
<u>\$ 43,607.00</u>	<u>\$ 3,769,705.27</u>

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

	<u>FY16 Received</u> <u>7/31/2015</u>	<u>FY16 Receivable</u> <u>7/31/2015</u>
Bloomington	\$ 47,420.83	
Normal	\$ 34,961.25	
Total YTD	<u>\$ 82,382.08</u>	<u>\$ -</u>

<b><u>Local Capital Reserve Fund Balance - Account Value</u></b>			
07/31/15	Cash Balance		\$ 3,813,312.27
07/31/15	Loans to Operating		\$ 2,980,249.22
07/31/15	Reserve fund for underground storage tank (Cap. I)		\$ (40,000.00)
07/31/15	Ending Balance		<u>\$ 6,753,561.49</u>
Local Capital #1		Local Capital #2	
\$ 3,607.00		\$ 6,749,954.49	



# July 2015 Monthly Report

Ridership	
Ridership Fixed Route	161,363
Ridership Demand Response	5,683
Total Monthly % Change Over Prior Year	-8.0%
Total Ridership (year to date)	167,046
Fixed Route Year-to-Date % Change Over Prior Year	-8.0%
Demand Response Year-to-Date % Change Over Prior Year	-7.2%
Fixed Route Average Daily Boardings	6,141
Demand Response Average Daily Boardings	237
% On-Time Performance	85.6%
Average Boardings per Hour of Service	18.48

State of Good Repair	
Fixed Route National Transit Database Major Mechanical System Failures	6
Demand Response National Transit Database Major Mechanical System Failures	0
Fixed Route Miles Between National Transit Database Major Mechanical System Failures	16,962
Demand Response Miles Between National Transit Database Major Mechanical System Failures	33,917
Fixed Route National Transit Database Other Mechanical System Failures (Roadcalls)	42
Demand Response National Transit Database Other Mechanical System Failures (Roadcalls)	6
Fixed Route Miles Between National Transit Database Other Mechanical System Failures	2,423
Demand Response Miles Between National Transit Database Other Mechanical System Failures	5,653
Fixed Route Miles between All National Transit Database Mechanical System Failures	9,692
Demand Response Miles between All National Transit Database Mechanical System Failures	19,785
Average % of Buses with Defective Automated Voice Announcements	4.91%

Customer Service	
Number of Interior Cleanliness Inspections Conducted	42
Average Interior Cleanliness Inspection Score (1 to 5)	3
% of Validated Customer Complaints Not Closed Out Within 7 Days	0%
Validated ADA Complaints	0
National Transit Database Safety-Related Incidents per 100,000 Miles	2.47
National Transit Database Security-Related Incidents per 100,000 Miles	0
Number of Validated Complaints each month	9
Number of Customer Compliments Received	1
Number of Phone Calls Received for FR	8,936
Number of Phone Calls Received for DR	9,041

Efficiency	
Revenue/Expense Ratio	15.00%
Fixed Route Cost per Unlinked Passenger Trip	\$ 4.21
Demand Response Cost per Unlinked Passenger Trip	\$ 28.99
% of Preventative Maintenance Performed On-Time	90.00%
Fixed Route Maintenance Cost Per Mile (excluding fuel)	\$ 0.57
Demand Response Maintenance Cost Per Mile (excluding fuel)	\$ 0.96



Month:

# Monthly Report

## Ridership

	ACTUAL	GOAL	
Ridership Fixed Route			
Ridership Demand Response			
Monthly % Change Over Prior Year			%
Total Ridership (year to date)			
Fixed Route Year-to-Date % Change Over Prior Year			%
Demand Response Year-to-Date % Change Over Prior Year			%
Fixed Route Average Daily Boardings			
Demand Response Average Daily Boardings			
% On-Time Performance			%
Average Boardings per Hour of Service			

## State of Good Repair

Fixed Route National Transit Database Major Mechanical System Failures			
Demand Response National Transit Database Major Mechanical System Failures			
Fixed Route Miles Between National Transit Database Major Mechanical System Failures			
Demand Response Miles Between National Transit Database Major Mechanical System Failures			
Fixed Route National Transit Database Other Mechanical System Failures (Roadcalls)			
Demand Response National Transit Database Other Mechanical System Failures (Roadcalls)			
Fixed Route Miles Between National Transit Database Other Mechanical System Failures			
Demand Response Miles Between National Transit Database Other Mechanical System Failures			
Fixed Route Miles between All National Transit Database Mechanical System Failures			
Demand Response Miles between All National Transit Database Mechanical System Failures			
Average % of Buses with Defective Automated Voice Announcements			%

## Customer Service

Number of Interior Cleanliness Inspections Conducted			
Average Interior Cleanliness Inspection Score (1 to 5)			
% of Validated Customer Complaints Not Closed Out Within 7 Days			%
Validated ADA Complaints			
National Transit Database Safety-Related Incidents per 100,000 Miles			
National Transit Database Security-Related Incidents per 100,000 Miles			
Number of Validated Complaints each month			
Number of Customer Compliments Received			
Number of Phone Calls Received for FR			
Number of Phone Calls Received for DR			

## Efficiency

Revenue/Expense Ratio			%
Average Cost per Unlinked Passenger Trip			
Average Cost per Unlinked Passenger Trip (year to date)			
% of Preventative Maintenance Performed On-Time			%
Fixed Route Maintenance Cost Per Mile (excluding fuel)			
Demand Response Maintenance Cost Per Mile (excluding fuel)			



## MEMO

DATE: August 25, 2015  
TO: Board of Trustees  
FROM: Patrick Kuebrich, Director of Finance  
SUBJECT: Illinois Downstate Operating Assistance Grant Agreement

**PROPOSED ACTION:** That Illinois Downstate Operating Assistance Grant Agreement for fiscal year 2016 be approved, the necessary documents executed, and the Resolution adopted.

**BACKGROUND:** The Illinois Downstate Operating Assistance Grant agreement will pay for sixty-five percent of Connect Transit's eligible operating expenses up to \$9,487,400 for FY 2016.

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF PUBLIC and INTERMODAL TRANSPORTATION  
AND  
BLOOMINGTON-NORMAL PUBLIC TRANSIT SYSTEM

**DOWNSTATE PUBLIC TRANSPORTATION  
OPERATING ASSISTANCE  
GRANT AGREEMENT  
(30 ILCS 740/2-1)**

CONTRACT NO. 4651

STATE GRANT NO. OP-16-07-IL

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Exhibit A, entitled "School Bus Certification"

Exhibit B, entitled "Drug Free Workplace Certification"

This Agreement is made by and between the State of Illinois (hereinafter the "State"), acting by and through the Illinois Department of Transportation, Division of Public and Intermodal Transportation (hereinafter the "Department"), and the Bloomington-Normal Public Transit System (hereinafter the "Grantee," which term shall include its successors and assigns).

WHEREAS, the Grantee proposes to provide public transportation services in a downstate area of Illinois (hereinafter the "Project");

WHEREAS, the Grantee has made application to the Department under Article II of the Illinois Downstate Public Transportation Act, (30 ILCS 740/2-1 *et seq.*, hereinafter the "Act"); the Department's implementing regulations thereunder (92 Illinois Administrative Code Part 653, hereinafter the "Rules") and the forms included in the Department's current "Downstate Public Transportation Operating Assistance Program" (hereinafter the "Standard Forms"); and

WHEREAS, the Department has approved the Grantee's application and has certified to the Illinois Department of Revenue the Grantee's boundaries and its eligibility to participate under the Act;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, this Agreement is made to provide state operating assistance funds to Grantee and to set forth the terms and conditions of such assistance.

### **ITEM 1 - DEFINITIONS**

As used in this Agreement:

- A. "AICPA" means the American Institute of Certified Public Accountants.
- B. "FTA" means the Federal Transit Administration of the United States Department of Transportation, or its successor
- C. "OMB" means the U.S. Office of Management and Budget.

### **ITEM 2 - PROJECT SCOPE**

Grantee agrees to provide the public transportation services described in its final approved application and program of proposed expenditures ("POPE") approved by the Department, and in accordance with the Act, the Rules, the Standard Forms and all other applicable laws and regulations. Grantee shall not reduce, terminate, or substantially change such public transportation services or increase fares without prior written notification to the Department.

### **ITEM 3 - PROJECT BUDGET**

Under the Act, the Department enters into this Grant Agreement to implement Grantee's approved program of expenditures, within the following condition:

The Grantee shall be paid under this Agreement sixty-five percent (65%) of Grantee's eligible operating expenses incurred during fiscal year 2016, up to the corresponding identical or minimally different appropriation amount provided by the appropriation legislation for fiscal year 2016, as per 30 ILCS 740/2-7(b-10) and 30 ILCS 740/2-3(d), as long as there are sufficient funds transferred into the Downstate Public Transportation Fund (30 ILCS 740/2-7 (b)), and provided that the amount paid under this Agreement together with any operating assistance received by the Grantee from any other state or local agency for fiscal year 2016 does not exceed Grantee's actual operating deficit for that year.

The Department has approved and agrees to make a grant in the estimated amount of \$9,487,400, subject to the limitations set forth above, the Act and the Rules.

In the event that a Grantee receives an amount in excess of the amount provided to be paid to the Grantee above, or the combined state and local operating assistance grants for fiscal year 2016 exceed Grantee's actual operating deficit for that year, Grantee agrees to remit to the State any excess funds received. For purposes of this Agreement, the term "operating deficit" shall have the following meaning set forth in Section 2-2.03 of the Act (30 ILCS 740/2-2.03): "the amount by which eligible operating expenses exceed revenue from fares, reduced fare reimbursements, rental of properties, advertising, and any other amounts collected and received by a provider of public transportation, which, under standard accounting practices, are properly classified as operating revenue or operating income attributable to providing public transportation and revenue from any federal financial assistance received by the participant to defray operating expenses or deficits. For purposes of determining operating deficits, local effort from local taxes or its equivalent shall not be included as operating revenue or operating income."

Grantee agrees to commit the necessary local funding to cover costs incurred in providing public transportation which are not reimbursed under this Agreement or by other federal, state or local assistance programs.

#### **ITEM 4 - FAILURE TO APPROPRIATE FUNDS**

This Agreement is contingent upon the availability of sufficient funds appropriated to the Department by the Illinois General Assembly. The Grantee understands and agrees that the obligations of the Department to make any grants or payments under this Agreement are conditional upon funds being appropriated therefore by the General Assembly and the Grantee shall not hold the Department liable for failure by the General Assembly to appropriate sufficient funds for this Project.

#### **ITEM 5 - PAYMENT PROCEDURES**

The Department shall process up to a total of five payments, comprising of a combination of advance, reimbursement or reconciling payments, to Grantee upon the timely receipt of quarterly expense and revenue submitted on the Department's prescribed forms. Payments will be processed upon the Department determining if and to what extent the request is for eligible operating expenses incurred in conformity with Grantee's approved application and the Act.

Grantees shall have the flexibility to request:

- A. an advance based on its estimated quarterly expense and revenue, up to the date the actual expense and revenue for that quarter is required to be filed with the Department; or
- B. a reimbursement for actual quarterly expense and revenue incurred; or
- C. a combination of both.

Advance payments may not be processed by the Department, or dated by the Grantee, earlier than thirty days prior to the start of the quarter for which the advance is requested. No payments will be made until the State's annual budget has been passed, and grant contracts are fully executed by both the Department and the Grantee and filed with the Office of the Comptroller.

Grantee shall file actual expense and revenue incurred in the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> quarters by December 1, March 1, May 1, and August 1, respectively.

The Grantee shall adjust payment requests to reflect all previous quarter actual expense and revenue not reflected in previous payment requests.

Grantee agrees that payment shall not constitute a final determination by the Department of the eligibility of such expense and shall not constitute a waiver of any violation of the terms of this Agreement. The Department reserves the right to offset any payment to satisfy any monetary claims that the Department may have outstanding against Grantee.

#### **ITEM 6 - ELIGIBLE OPERATING EXPENSES**

Eligible operating expenses include, but are not limited to the following:

- A. employee wages and benefits;
- B. materials, fuels and supplies;
- C. rental of facilities;
- D. taxes other than income taxes;
- E. payment for debt service (including principal and interest) on equipment or facilities owned by Grantee, to the degree that the Grantee's governing board, through resolution, certifies that the public transportation portion of the equipment or facilities is required for the day-to-day provision of public transportation within the next 24 months, provided that, in undertaking and administering the acquisition and ownership of the equipment and facilities, the Grantee complies with the Department's "Public Transportation Capital Improvement Grants Manual" and "Supplemental Operating Assistance Guidelines";
- F. non-rolling stock-equipment purchases that are less than \$10,000;
- G. administrative costs (i.e., costs incurred in capital grant record keeping, grant management, and the preparation of status reports required by the Department under its capital grant program) associated with capital projects which are not reimbursed elsewhere;

- H. routine maintenance and repairs to buildings, equipment or vehicles that do not extend their useful life for replacement eligibility purposes;
- I. reasonable expenses and compensation for Grantee's board members or trustees as provided under the Local Mass Transit district Act (70 ILCS 3610/4)
- J. established reserves for self-insurance programs;
- K. the costs associated with the audit requirements set forth in Section 653.410 of the Rules;
- L. Eighty percent of the dues paid by the applicant to the Illinois Public Transportation Association and 90% of the dues paid by the applicant to the American Public Transportation Association or the Community Transportation Association of America; and
- M. any other expenditure that an independent auditor retained by the Grantee's governing board determines is required for the provision of public transportation according to the most current version of AICPA's generally accepted standard accounting principles for public transportation operations.

#### **ITEM 7 - INELIGIBLE OPERATING EXPENSES**

Ineligible operating expenses include, but are not limited to, the following:

- A. depreciation, whether funded or unfunded;
- B. amortization of any intangible assets;
- C. debt service on capital assets acquired with the assistance of capital grant funds provided by the State;
- D. profit or return on investments;
- E. excessive payments to associated entities;
- F. expenses associated with the Workforce Investment Act (29 USC Chapter 30), or its successor;
- G. costs reimbursed under Section 5303, 5304, and 5305 of the Federal Mass Transit Act (49 USC 53)
- H. travel and entertainment expenses incurred in attending non-public transportation-related activities;
- I. charter, school bus and sightseeing expenses as defined by the FTA;
- J. fines and penalties;
- K. charitable donations;

- L. interest expense on long-term borrowing and debt retirement other than on that portion of publicly-owned equipment and facilities required for public transportation;
- M. income taxes;
- N. that portion of any eligible operating expense for which the Grantee has or will receive reimbursement from any other federal or State capital grant program absent a specific federal or State directive allowing the capital expense to be treated as an operating expense;
- O. expenses associated with compliance with OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations);
- Q. expenses for freight haulage provided by Grantee;
- R. any expense that is reimbursed from insurance proceeds;
- S. maintenance or operation of vehicles that are not used by a Grantee or its contractors for public transportation or to support public transportation operations; and
- T. any other expense determined by the Department to be inconsistent with federal regulations or requirements.

#### **ITEM 8 - RECORD RETENTION**

All costs charged to the Project shall be supported by properly executed and clearly identified payrolls, time records, invoices, contracts, vouchers or checks evidencing in detail the nature and propriety of the charges. Such documentation shall be readily accessible on site at least until Project closeout.

The Grantee shall maintain, for a minimum of three years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General or the Department (hereinafter "Auditing Parties"): and the Grantee agrees to cooperate fully with any audit conducted by the Auditing Parties and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

If any litigation, claim, negotiation, audit or other action involving the records has been started prior to the expiration of the three-year period, Grantee shall retain the records for three years after completion of the action and resolution of all issues arising from it.

## **ITEM 9 - INSPECTION AND AUDIT**

Grantee shall permit, and shall require its contractors and auditors to permit, the Department, and any authorized agent of the Department, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Department may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. Grantee agrees to implement any audit findings contained in the Department's final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review.

Grantee agrees to permit the Department to conduct scheduled or unscheduled inspections of Grantee's public transportation services. Such inspections shall be conducted at reasonable times, without unreasonable disruption or interference with any transportation service or other business activity of the Grantee or any Service Board.

Grantee agrees to notify the Department of any pending federal triennial review as soon as it is scheduled and to permit the Department to attend same.

## **ITEM 10 - GRANTEE'S INDEPENDENT AUDIT**

Grantee shall select an independent licensed Certified Public Accountant to perform an audit pursuant to the requirements of Ill. Admin. Code tit. 92, § 653.410. The standards for selection of the auditor and the scope and contents of the audit are contained in Ill. Admin. Code tit. 92, § 653.410; Grantee and its auditor shall become familiar with the Rules and adhere to its provisions in completion of the audit. The audit shall also be completed in conformity with the Single Audit Act (31 USC 7501 *et seq.*), and shall include a statement, if applicable, that any allocation of revenues and expenses to the program of approved expenditures funded under this Agreement is in accordance with a cost allocation plan approved by the Department. Grantee's audit must include a schedule of operating revenues and expenses for the participant's grant contract period on forms prescribed by the Department. Grantee's independent audit shall be submitted to the Department no later than 180 days following the last day of the fiscal year. This deadline may be changed, at the discretion of the Department, to accommodate the participant's fiscal year periods or due to unforeseen circumstances.

## **ITEM 11 - PROJECT CLOSEOUT**

Upon the Department's receipt of the Grantee's independent audit report of the Project, the Department shall perform a review of the Grantee's independent audit to determine whether to approve the independent audit. Once the Grantee's independent audit has been approved by the Department, the Department shall determine the eligibility of costs incurred and shall make a final determination of amounts due to the Grantee under this Agreement. If the Department has made payment to the Grantee in excess of the final total amount determined by the Department-approved independent audit to be due the Grantee, the Grantee shall promptly remit such excess to the Department. At the discretion of the Department, several years of audit reconciliation balances may be combined to allow for one payment to reconcile minor annual reconciliation balances. The Project close-out occurs when the Department notifies the Grantee that the Project is closed-out and forwards the final Grant payment, as determined by the Department-approved independent audit to the Grantee, or when an appropriate refund of Grant

funds, as determined by the Department-approved independent audit, has been received from the Grantee and acknowledged by the Department. Close-out shall be subject to any continuing obligations imposed on the Grantee by this Agreement or contained in the final notification or acknowledgment from the Department.

Payment issues, audit issues or any other matters pertaining to the grant may not be subsequently raised and are forever settled upon Project closeout.

## **ITEM 12 - ETHICS**

### **A. Code of Conduct**

1. Personal Conflict of Interest – The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the Grantee may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- a. the employee, officer, board member, or agent;
- b. any member of his or her immediate family;
- c. his or her partner; or
- d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that Grantee's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Department may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2. Organizational Conflict of Interest – The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or Grantee or impair the objectivity in performing the contract work.

- B. Bonus or Commission - The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Grant or Agreement upon an

agreement or understanding for a commission, percentage, brokerage, or contingent fee. The State shall have the right to annul this Agreement without liability, or at its discretion to deduct such commission or fee. No State officer or employee, or member of the State General Assembly or of any unit of local government who or which contributes to the Project Funds shall be allowed to share in any part of this Agreement or to any benefits arising therefrom.

- C. Bribery - Non-governmental grantees and third party contractors shall certify that they have not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government, nor has the Grantee made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the such grantees or third party contractors committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the Grantee. Such grantees or third party contractors shall further certify that they have not been barred from contracting with a unit of the State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code.

### **ITEM 13 - UNLAWFUL DISCRIMINATION**

- A. Human Rights - Grantee agrees not to commit unlawful discrimination in employment as that term is used in Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 *et seq.*); agrees to take affirmative action to ensure that no unlawful discrimination is committed; and agrees that the Illinois Equal Employment Opportunity Clause referenced in Section 2-105 of the Human Rights Act (775 ILCS 5/2-105) and contained in the regulations promulgated thereunder (44 Ill. Admin. Code Part 750), is incorporated into this Agreement and into all contracts let for or related to the Project.
- B. Sexual Harassment - The Grantee shall have written sexual harassment policies that include at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.

### **ITEM 14 - SCHOOL BUS OPERATIONS**

Pursuant to 20 ILCS 2705/2705-605(f), Grantee agrees not to engage in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are able to provide adequate transportation at reasonable rates, in conformance with applicable safety standards. However, this requirement shall not apply if Grantee operates a school system in the locality and operates a separate and exclusive school bus program for the school system. Grantee's certification regarding school bus operations is signed and attached to this Agreement as Exhibit A.

## **ITEM 15 - GRANTEE'S WARRANTIES**

Grantee warrants that it has the requisite fiscal, managerial, and legal capability to carry out the Project and to receive and disburse Project funds. Grantee agrees to initiate and consummate all actions necessary to enable it to enter into this Agreement. Grantee warrants that there is no provision in its charter, bylaws, or any rules, regulations, or legislation which prohibits, voids, or otherwise renders unenforceable against Grantee any provision or clause of this Agreement. Grantee warrants further that it has paid all federal, state and local taxes levied or imposed and will continue to do so, excepting only those which may be contested in good faith. Grantee agrees that upon execution of this Agreement, Grantee will deliver to the Department:

- A. a legal opinion from an attorney licensed to practice law in Illinois and authorized to represent the Grantee in the matter of this Agreement, stating:
  - a. the Grantee is lawfully organized;
  - b. the Grantee is an eligible "participant" as defined in the Act;
  - c. the Grantee is legally authorized to enter into this Agreement; and
  - d. this Agreement will be legally binding on the Grantee.
- B. a certified copy of a resolution or ordinance adopted by the Grantee's governing body that authorizes the execution of this Agreement and identifies the person, by position, authorized to sign this Agreement and payment requisitions.

## **ITEM 16 - DRUG FREE WORKPLACE**

Grantee agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and has signed the Drug Free Workplace Certification attached to this Agreement as Exhibit B.

## **ITEM 17 - INDEMNIFICATION AND INSURANCE**

Grantee agrees to hold harmless and indemnify the Department and the State from any and all liabilities, losses, expenses (including attorney's fees), damages (including loss of use), demands and claims arising out of or in connection with the Project, and shall defend any suit or action brought against it and/or the Department, whether at law or in equity, based on any such alleged injury (including death) or damage. Grantee shall pay all damages, judgments, costs and expenses in connection with said demands and claims resulting therefrom. The Department agrees to promptly notify Grantee in writing of the assertion of any such claim, suit or action in which the State or the Department is a defendant.

Grantee agrees that it will take out and maintain at its own cost and expense, for the duration of the Project, such policies of insurance in companies, as will protect Grantee from any claims for damages to property or for bodily injury (including death), which may arise from the Project.

## **ITEM 18 - INDEPENDENCE OF GRANTEE**

In no event shall Grantee or any of its contractors be considered agents or employees of the Department or the State. The Grantee agrees that none of its employees, agents or contractors will hold themselves out as, or claim to be, agents, officers or employees of the Department or the State, and will not make any claim, demand or application to or for any right or privilege applicable to an officer, agent or employee of the State, including, but not limited to, rights and privileges concerning worker's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.

## **ITEM 19 - NON-WAIVER**

Grantee agrees that in no event shall any action, including the making by the Department of any payment under this Agreement, constitute or be construed as a waiver by the Department of any breach of covenant or any default on the part of the Grantee which may then exist; and any action, including the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department in respect to such breach or default. The remedies available to the Department under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.

## **ITEM 20 - TERMINATION, PAYMENT DELAY, RECALL**

Upon written notice to the Grantee, the Department reserves the right to suspend or terminate all or part of the financial assistance provided by this Agreement, (i) if the Grantee is, or has been, in violation of any of the terms of this Agreement or any other grant between the Grantee and the Department, (ii) for just cause as deemed by the Department, or (iii) if the Department determines that the purpose of the Project would not be adequately served by continued financial assistance. Termination of any part of the Agreement will not invalidate obligations properly incurred by Grantee prior to the date of termination, to the extent that they cannot be cancelled. Upon the occurrence of any condition or conditions listed in this Item for termination or suspension, the Parties agree that the Department may also elect, by written notice to the Grantee, to withhold or delay any or all payments under this Agreement, or any portion thereof; or, if payment or payments have already been made, to recall such payment or payments or any portion thereof. The Grantee agrees that upon receipt of such notice of recall, the Grantee shall immediately return such payments, or any portion thereof, which the Grantee has received.

## **ITEM 21 - DISPUTE RESOLUTION**

In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Department and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Department. The Department shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The

Department's decision upon all claims, questions and disputes shall be final and conclusive.

#### **ITEM 22 - AMENDMENT**

The Parties agree that no change or modification to this Agreement shall be of any force or effect unless the amendment is dated and is reduced to writing and executed by both parties.

#### **ITEM 23 - SEVERABILITY**

The Parties agree that if any provisions of the Agreement shall be held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remaining provisions could then continue to conform with the purposes, terms and requirements of applicable law.

#### **ITEM 24 - ASSIGNMENT**

Grantee agrees that this Agreement shall not be assigned or transferred without the written consent of the Department and that any successor to Grantee's rights under this Agreement will be required to accede to all of the terms, conditions and requirements of this Agreement as a condition precedent to such succession.

#### **ITEM 25 - DOCUMENTS FORMING THIS AGREEMENT**

This Agreement, together with Exhibits A and B; the Grantee's Application for the fiscal year as approved by and on file at the Department; the Standard Forms; and all other documents or materials requested by the Department submitted by the Grantee and accepted by the Department before and after execution of this Agreement constitute the entire agreement between the parties and supersede any and all prior agreements or understandings between the parties.

#### **ITEM 26 - ETHANOL GASOLINE**

Pursuant to the Downstate Public Transportation Act (30 ILCS 740/2-15.1), Grantee hereby certifies that all gasoline burning motor vehicles operated under its jurisdiction use, if capable, fuel containing ethanol gasoline.

#### **ITEM 27 - TAXPAYER IDENTIFICATION NUMBER**

The Grantee certifies that 370963585 is its correct Federal Taxpayer Identification Number. The entity is doing business as a governmental entity.

IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officials for the period July 1, 2015 through June 30, 2016.

Accepted on behalf of Bloomington-Normal Public Transit System:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Type or Print Name of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type or Print Title of Authorized Representative

Accepted on behalf of the State of Illinois, Department of Transportation:

\_\_\_\_\_  
Randall S. Blankenhorn, Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: John Oimoen, Acting Director, Division of Public and Intermodal Transportation

\_\_\_\_\_  
Date

EXHIBIT A

CERTIFICATION BY GRANTEE NOT TO ENGAGE  
IN SCHOOL BUS OPERATIONS

Pursuant to Section 49.19(6) of the Civil Administrative Code of Illinois (20 ILCS 2705/49.19(b) ), as a condition of receiving grant monies from the Illinois Department of Transportation, the Grantee certifies that it is not engaged in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are available to provide adequate transportation at reasonable rates in conformance with applicable safety standards.

If the Grantee does engage in school bus operations exclusively for the transportation of students and school bus personnel as described above, then the Grantee certifies that it operates a school system in the area to be served and operates a separate and exclusive school bus program for the school system.

The Grantee further agrees and certifies that it shall immediately notify the Department in writing of its involvement in or its intention to become involved in any school bus operation prohibited by Section 49.19(6) of the Civil Administrative Code of Illinois after the date of this certification.

Accepted on behalf of Bloomington-Normal Public Transit System:

\_\_\_\_\_  
Signature of Authorized  
Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## EXHIBIT B

### STATE OF ILLINOIS DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

Grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
  - (A) abide by the terms of the statement; and
  - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the Grantee's policy of maintaining a drug free workplace;
- (3) any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) the penalties that may be imposed upon an employee for drug violations.

- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the Department within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Accepted on behalf of Bloomington-Normal Public Transit System:

\_\_\_\_\_  
Signature of Authorized  
Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF  
DOWNSTATE OPERATING ASSISTANCE GRANT AGREEMENT

WHEREAS, the provision of public transportation service is essential to the people of Illinois; and

WHEREAS, the Downstate Public Transportation Act (30 ILCS 740/2-1 *et seq.*) ("Act") authorizes the State of Illinois, acting by and through the Illinois Department of Transportation, to provide grants and make funds available to assist in the development and operation of public transportation systems; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including provision by it of the local share of funds necessary to cover costs not covered by funds provided under the Downstate Public Transportation Act.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE  
BLOOMINGTON-NORMAL PUBLIC TRANSIT SYSTEM:

Section 1. That the Bloomington-Normal Public Transit System enter into a Downstate Public Transportation Operating Assistance Agreement ("Agreement") with the State of Illinois and amend such Agreement, if necessary, for fiscal year 2016 in order to obtain grant assistance under the provisions of the Act.

Section 2. That the Chairman, Bill Wilson, of the Bloomington-Normal Public Transit System is hereby authorized and directed to execute the Agreement or its amendment(s) on behalf of the Bloomington-Normal Public Transit System for such assistance for fiscal year 2016.

Section 3. That the General Manager of the Bloomington-Normal Public Transit System is hereby authorized to provide such information and file such documents as may be required to perform the Agreement and to request and receive the grant funding for fiscal year 2016.

Section 4. That while participating in said operating assistance program the Bloomington-Normal Public Transit System shall provide all required local matching funds.

PRESENTED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Attest)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

OPINION OF COUNSEL

I, the undersigned, am an attorney licensed by and duly admitted to practice law in the State of Illinois and am counsel and attorney for the Bloomington-Normal Public Transit System ("Grantee"). In this capacity, my opinion has been requested regarding the eligibility of the Grantee for grant assistance under the provisions of the Downstate Public Transportation Act, 30 ILCS 740/2-1 *et seq.* ("Act"). I have also reviewed the Downstate Operating Assistance Grant Agreement, Contract No. 4651, Grant No. (OP-16-07-IL) ("Agreement") tendered by the State of Illinois ("State") to the Grantee, and I hereby find the following:

1. The Grantee is an eligible "Participant" as defined in the Act.
2. There are no provisions in the Grantee's charter, by-laws, or in the laws or rules of the State of Illinois, United States of America, or any unit of local government that preclude or prohibit the Grantee from entering into such Agreement.
3. The Grantee is fully empowered and authorized to enter into the Agreement and that Agreement, when executed by both parties, will be legally binding upon the Grantee and its successors and assigns.
4. I have no knowledge of any pending or threatened litigation, in either Federal or State court, which would adversely affect the Agreement or prevent the Grantee from contracting with the State for the purpose of receiving a Downstate Operating Assistance Grant.

Based on the foregoing, I am of the opinion that the Grantee is an eligible Participant under the provisions of the Act, and that it is fully empowered and authorized to accept the grant from the State.

Signature: \_\_\_\_\_

Steve Mahrt  
Attorney for Bloomington-Normal Public Transit System

Date: \_\_\_\_\_



## MEMO

DATE: August 25, 2015  
TO: Board of Trustees  
FROM: Julie Phillips, Executive Assistant  
SUBJECT: Amendment to By-Laws

**RECOMMENDATION:** That the Amended By-Laws be approved.

**BACKGROUND:** On May 26, 2015, the Board of Trustees approved adopting rules to allow remote participation in Board of Trustees meetings. These rules excluded remote participation in Executive Session meetings.

At the July 28, 2015 Board meeting, the Board of Trustees requested that the By-Laws be amended to allow remote participation in Executive Session meetings. Staff has made the requested change and respectfully request that the Amended By-Laws be approved.

**FINANCIAL IMPACT:** None.

# **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, 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.

If a quorum of the members of the Board of Trustees is physically present as required by the State of Illinois Section 2.01 of 5 ILCS 120/Open Meetings Act, a majority of the Board of Trustees may allow by motion and vote, a Trustee to attend the meeting by other means if the Trustee is prevented from physically attending because of: (1) personal illness or disability; (2) employment purposes or the business of the public body; or (3) a family or other emergency. "Other means" is by video or audio conference.

~~A Trustee(s) may not attend a closed meeting by other means.~~

If a Trustee wishes to attend a meeting by other means, the Trustee must notify the recording secretary or designee of the Board before the meeting unless advance notice is impractical.

A majority of the Board of Trustees may allow a member to attend a meeting by other means only in accordance with and to the extent allowed by rules adopted by the Board of Trustees.

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

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

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 approved by the Trustees from time to time, with the latest Board approved list of employees 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. The General Manager shall determine which employees of the System shall be bonded in an amount to be determined by the General Manager 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.

The foregoing By-Laws were approved unanimously by the Trustees at a meeting held on the 26<sup>th</sup> Day of May, 2015 and are still in full force and effect.

DATED THIS 26<sup>th</sup> DAY OF May, 2015.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary