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August 1, 2007

VIA FEDEX

Ms. Marisol Simon, Regional Administrator
Federal Transit Administration, Region V
200 West Adams Street
Suite 320
Chicago, Illinois 60606

Re: Charter Service Complaint – Rock Island County Metropolitan Mass Transit District (MetroLINK) and Champaign-Urbana Mass Transit District (CUMTD)

Dear Ms. Simon:

This is a complaint on behalf of my client, Allerton Charter Coach, Inc. (“Allerton”), against the Rock Island County Metropolitan Mass Transit District (“MetroLINK”) and the Champaign-Urbana Mass Transit District (“CUMTD”) pursuant to the Federal Transit Administration’s charter service rules, 49 C.F.R. Part 604, and 49 U.S.C. § 5323(d). Both MetroLINK and CUMTD provided illegal charter service to the John Deere Classic professional golf tournament held in Moline, Illinois July 9-15, 2007, and in an unknown number of prior years. Allerton seeks a determination by the Regional Administrator that the service to the golf tournament constituted illegal charter service, and order that the two transit agencies cease and desist from conducting such service in the future, and a withholding of future federal funds from the agencies for the pattern of violations associated with this service.

BACKGROUND FACTS

MetroLINK operated illegal charter service in the form of a shuttle service between several locations in Moline and East Moline and the TPC at Deere Run during the week of the John Deere Classic. The shuttles were designed to serve both general patrons of the golf tournament as well as VIPs and volunteers. (See Exhibit 1) The four main parking locations were Moline High School, Quad City Downs, Rock Island County Fairgrounds, and a location just across from the golf course’s main entrance. Moline High School and Quad City Downs served general patrons. The Fairgrounds and the location across from the golf course served VIPs. The Riverbend Industrial Center served as parking for volunteers.

As shown in the schedule in Exhibit 1, the service was referred to as “John Deere Classic Public Parking & Shuttle Schedule.” The service ran from 6:00 a.m. most days during the tournament week and ran until 8:00 p.m. Buses ran from the designated parking lots to the main gate of the golf course for general patrons, and to the clubhouse for VIPs. Shuttles departed from the Quad City Downs, Moline High School, and the Fairgrounds every 5 to 10 minutes. Shuttles from other locations departed once every 10 to 15 minutes. Although some of the parking locations appear to be located near existing MetroLINK routes, there is no mention of connection with MetroLINK’s regular route service.¹ Nor is there any separate designation of the shuttle service as a regular route with a separate route number and map. No intermediate stops are listed between the parking lots and the golf course. There is no indication that the general public is permitted to ride the shuttles. In fact, Exhibit 1 apologizes that parking could not be provided at Bettendorf High School in Iowa but still promises “that the Park and Ride system will continue to deliver a great experience for all *patrons* . . .” Exhibit 1 (emphasis added).

Tournament patrons who used the shuttles were not required to pay a fare upon entering or exiting the bus. MetroLINK, through its attorneys, also has informed Allerton that there are no “Contracts, agreements, or informal agreements to which Metrolink and/or John Deere or State Farm are a party, related to bus shuttle service for the 2007 John Deere Golf Classic.” (Exhibit 2) This does not preclude the existence of a contract between MetroLINK and the golf tournament regarding provision of charter bus service, but Allerton is not in possession of any such agreement. Allerton requests that FTA require MetroLINK to provide any such contracts with any entity to provide shuttle service for the golf tournament pursuant to its authority under 49 C.F.R. § 604.15(f) (“If the Regional Administrator determines that further investigation is necessary, including the submission of additional information or the holding of an informal evidentiary hearing, the Regional Administrator shall so inform the parties in writing.”).

This is not the first year MetroLINK has provided shuttle service to the golf tournament. In fact, MetroLINK has provided the service for a number of years, and has provided similar service to other irregularly scheduled events. Exhibit 3 is an article from the Quad City Times from March 30, 2004, on MetroLINK partnering with several other transit agencies in providing charter service for the Grand Excursion 2004 event. The article also notes, “Each summer, scores of golf fans pile on buses to be shuttled to the John Deere Classic at TPC at Deere Run in Silvis, Ill, and buses deliver patrons of the annual Quad-City Air Show, which coincides with Grand Excursion this summer.” (Exhibit 3) Further, the MetroLINK website lists the John Deere Classic among other events for which MetroLINK provides “Park and Ride” shuttle service. (Exhibit 4)

MetroLINK provided the service, at least in part, with articulated buses borrowed from CUMTD. Exhibit 5 is an article from the Quad City Times dated July 12, 2007. The article notes that one private operator, Johannes Bus Service, was contacted about providing the service,

¹ Those stops that have regular route service, such as Moline High School, have stops with signs outside the school on the public road. The shuttle service, however, picked up and dropped off passengers in the parking lot in the back of the school.

Ms. Marisol Simon

August 1, 2007

Page 3 of 7

but declined to do so because MetroLINK wanted “those articulated buses that are able to bend in the middle, and we don’t have those and don’t have access to them.” In late June, well before the start of the tournament, an Allerton official called MetroLINK to inquire about providing the service, but was informed that MetroLINK was borrowing big, articulated buses from CUMTD like they had done the prior year.

Exhibit 6 contains other documents proving CUMTD loaned or leased buses to MetroLINK for the golf tournament. The first document is an “Intergovernmental Agreement” (“IGA”) dated June 19, 2007, between MetroLINK and CUMTD. The IGA calls for CUMTD to provide ten (10) 60-foot, articulated-style buses to MetroLINK for the John Deere Classic during the period of July 9 through July 16, 2007. MetroLINK would compensate CUMTD at the rate of \$1,000.00 per bus for the period of use. The other documents are Coach Lease Agreements in which CUMTD leased buses to MetroLINK for the golf tournament in 2004 and 2006. Those agreements also require compensation at the rate of \$1,000.00 per bus for the duration of the lease.

The most disturbing evidence of all, however, is that MetroLINK was apparently in contact with FTA officials about service to the golf tournament. Exhibit 7 contains several e-mails between officials at MetroLINK and CUMTD about CUMTD providing articulated buses. One email from Jeff Nelson of MetroLINK to Karl Gnadt of CUMTD states, “Karl, FTA has approved out [sic] shuttle but not the use of your vehicles. We are putting a notice out to the charter operators in our area asking if they can lease us 60 foot buses. If we get no responses, she indicate [sic] she would approve the use of yours. We have to wait until Thursday to complete the deal.” In follow up emails, Mr. Nelson indicated that a member of Congress was prepared to pressure FTA to permit the shuttles.

Beyond the references above, there is no indication that MetroLINK attempted to contact private operators about providing buses for the tournament. Allerton had notified MetroLINK that it was willing and able to provide charter transportation in MetroLINK’s service area a year before the tournament. (Exhibit 8) MetroLINK responded at that time that it did not provide charter service. *Id.* Nevertheless, MetroLINK contacted Johannes Bus Service “about a week-and-a-half” before the 2007 tournament but specified that only articulated buses were needed, apparently at the suggestion or behest of an FTA official. *See* Exhibit 5.

The John Deere Classic is a regular stop on the PGA Tour and brings in large crowds. The article in Exhibit 5 reports that 15,000 to 20,000 people per day ride the shuttle during the tournament. Parking for the tournament is limited, making bus service essential for patrons. The article also quotes Jeff Nelson, executive Director of MetroLINK, as saying, “Without the shuttle service, where would they park all those people? We also make use of those large lots that are just sitting vacant.” (Exhibit 5) Allerton estimates that the service could have resulted in fees approaching \$250,000 for a private operator. The damages sustained by private operators over the several years MetroLINK has run the shuttles is a staggering amount of money.

COMPLAINT

MetroLINK and CUMTD conducted illegal charter service in violation of 49 C.F.R. Part 604. Service to irregular events such as golf tournaments are not regular and continuing public transportation service under 49 U.S.C. §§ 5302(a)(7) and (10). The service is charter service under the regulatory definition in 49 C.F.R. § 604.5(e) and as FTA has defined that term over time.

The determination of whether a particular service is charter or public transportation rests on whether the service is controlled by the transit agency or the customer, whether the service benefits the public at large, and whether the service is open door. *Kemp's Bus Service, Inc. v. Rochester-Genesee Transportation Authority* ("Kemp's"), Decision of the Regional Administrator (Sept. 18, 2002), upheld by decision of the FTA Administrator by letter dated January 2, 2003. In the *Kemp's* decision, the Regional Administrator found that service to a golf tournament was "more akin to charter than mass transportation." *Id.* at p.5.

In this case, the first prong of the three-part balancing test is not yet determined. MetroLINK has stated to Allerton that it has no "Contracts, agreements, or informal agreements to which Metrolink and/or John Deere or State Farm are a party, related to bus shuttle service for the 2007 John Deere Golf Classic." (Exhibit 2) This carefully worded response does not fully put to rest whether any contract exists for bus service to the golf tournament. While MetroLINK may not have a contract with John Deere or State Farm for the 2007 tournament, it does not preclude them from having a contract with another entity associated with the tournament. Nor does it preclude them from having had contracts or other agreements in the past. Allerton requests that the FTA use its investigatory power to require MetroLINK to answer fully and unequivocally whether they have any contracts or other agreements with any person or entity whatsoever, either written or oral, to provide bus service to the golf tournament for any years, including 2007.

If MetroLINK does not have any such contracts or agreements, then it has run afoul of the requirement that charter service be incidental to its public transportation service. *See Allerton Charter Coach, Inc. v. Champaign-Urbana Mass Transit District*, Charter Service Docket No. 2004-10, Decision of the Regional Administrator at p.8 (Feb. 8, 2005) ("Any charter service that a recipient provides must be incidental (49 CFR Section 604.9(e)). . . . In order to be incidental, a recipient must recover at least its fully allocated costs."). Tournament patrons using the MetroLINK shuttle were not required to pay a fare upon entering or exiting the bus, although patrons parking at Moline High School or Quad City Downs had to pay a \$5.00 fee to enter the parking area. Without a subsidy arrangement through an agreement between MetroLINK and some entity associated with the golf tournament, the service would have been provided for free and MetroLINK could not have recovered its fully allocated costs.

MetroLINK has run afoul of the second and third prongs of the balancing test. The service was not designed to benefit the public at large and was not open door. The FTA Administrator's affirmance of the prior *Kemp's* decision held that the service to the golf tournament was not open door and not designed to benefit the public at large. The FTA Administrator noted that "FTA looks not only at who rides the bus in determining if it is open

door, but also at the intent of the recipient in offering the service.”² Finding that RGRTA did not advertise the service adequately, the FTA administrator held that the service was not open to the public and was “designed to benefit the LPGA rather than the public at large.” The FTA Administrator also stated, “Finally, the service was for the benefit of people attending the golf tournament rather than the public at large.” So as not to miss the point, the Administrator stated again that “the LPGA service was not designed to benefit the public at large.”

The shuttle service here was purely designed to benefit patrons of the tournament. The newspaper and tournament web site referred to the service solely as a shuttle between parking locations and the golf tournament. Some of the shuttles even went directly to the clubhouse – obviously not a destination of any legitimate public transportation rider. There was no indication that the shuttles connected with other regular route service. In fact, a MetroLINK representative was quoted as saying the shuttles were designed to take people from parking lots to the course. The service was one thing and one thing only: designed to serve golf tournament patrons. No member of the public who did not wish to go to the tournament would have boarded the shuttles.

Likewise, the service was not open door. FTA must look at the intent of the transit agency in offering the service, and the touchstone of showing intent is the extent to which the service was published to the general public. Here, MetroLINK did not post the shuttle service on its website, and the only website showing the shuttle locations and times was posted by the tournament. A few newspaper articles mentioned the service, but there appear to have been no published schedules. The only rational conclusion is that the service was not open door.

Further, although it is true that anyone could have boarded the buses, the service carried only golf tournament patrons. The FTA has stated that service which is only nominally open door does not qualify as public transportation when the service is designed to meet the needs of a particular group and only coincidentally serves the needs of the general public. *McGill, Inc. v. Greensboro Transit Authority*, Decision of the Regional Administrator, at p.8 (July 1, 1998) (“Finally, we note that although the service was technically ‘open door’ in that anyone could ride the service, the service was designed to meet the transportation needs of university students and personnel, and that it only coincidentally served the needs of the general public.”); *see also Kemps*, Decision of the Regional Administrator at p. 4 (“[A]lthough anyone boarding the bus travels for free, the service is not set up to benefit the general public except as the public might coincidentally need to travel around the campus area. While there are published scheduled, one factor alone is not determinative of whether a service is mass transportation or charter.”).

Besides the determination of whether the service is charter or public transportation, a number of other issues require consideration. First, there is evidence that MetroLINK inadequately informed private operators that it was planning to conduct the service. Exhibit 5 contains a quote by a private operator stating that MetroLINK contacted it only days before the

² There is no indication that any riders did not go to the tournament, which argues strongly for the notion that the service did not benefit the public at large. In fact, passengers were screened prior to boarding. Anyone with a cell phone, camera, cooler, or other items prohibited by the tournament were not permitted to board. Obviously, any legitimate public transportation rider carrying those items would have lost the opportunity to board the bus.

Ms. Marisol Simon
August 1, 2007
Page 6 of 7

start of the tournament. MetroLINK knows full well that it would be difficult, if not impossible, for a private operator to provide a substantial number of buses on such short notice. Moreover, the charter service rules require 30 days notice for private operators to submit evidence that they are willing and able to provide charter service. 49 C.F.R. § 604.11(c)(3).

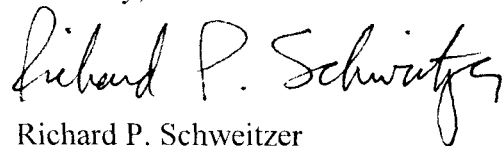
Further, the FTA has long prohibited transit agencies to specify the kind of buses requested for charter service as a condition of determining whether a private operator is willing and able to conduct the service. *See, e.g., September Winds Motor Coach, Inc. v. Toledo Area Regional Transit Authority*, Charter Service Complaints No. 2004-16 and 2004-18, Decision of the Regional Administrator (Feb. 24, 2004) (customer's specification of dual-door buses did not justify conducting the charter service under the lack of capacity exception). The fact that MetroLINK specifically requested that private operators provide 60-foot, articulated buses is expressly prohibited by the FTA, and their half-hearted attempts at contacting private operators while improperly specifying a type of bus does not constitute adequate notice.

MetroLINK does not understand the new rule, either. In a purported attempt to comply with the spirit of the proposed new rule, MetroLINK scrapped plans to shuttle golf patrons from a location in Iowa because "[n]ew federal guidelines dictate that all the parking lots served by the John Deere Classic Park and Ride system be located in Illinois." (Exhibit 1) That represents a fundamental misunderstanding of the proposed rule. The proposed rule defines charter service as including "Shuttle service to events such as festivals, sporting events, conventions, and similar functions that occur on an irregular basis or for a limited duration." Proposed Rule 604.4(c)(1)(ii), 72 *Federal Register* 7538 (Feb. 15, 2007). Golf tournaments are certainly sporting events that occur on an irregular basis and for a limited duration. There is no doubt that MetroLINK was conducting shuttle service. MetroLINK's service to the John Deere Classic is exactly the type of service that would be considered charter under the new rule as currently proposed.

CONCLUSION

The service to the John Deere Classic golf tournament for 2007 and in past years constitutes illegal charter service. Allerton requests that the FTA issue a determination find that the service is charter and imposing an appropriate remedy for the pattern of violations by both MetroLINK and CUMTD. Part of that remedy should be to exclude shuttle riders as part of the two transit agencies' public transportation ridership figures.

Sincerely,



Richard P. Schweitzer
Counsel for Allerton Charter Coach, Inc.

Attachments

cc: Jeffrey Nelson, Rock Island County Metropolitan Mass Transit District

Ms. Marisol Simon

August 1, 2007

Page 7 of 7

William Volk, Champaign-Urbana Mass Transit District
Elizabeth Martineau, Federal Transportation Administration

Exhibit 1



JOHN DEERE CLASSIC

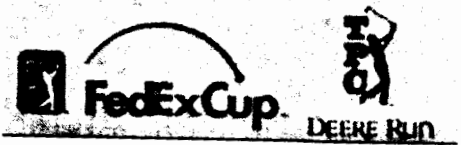
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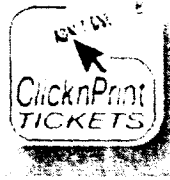


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John Deere Classic Parking Alert


Iowa general parking moved to Moline High School

New federal guidelines dictate that all the parking lots served by the John Deere Classic Park and Ride system be located in Illinois. So, the Bettendorf high school parking location in Iowa has been moved to Moline High School in Illinois. The John Deere Classic apologizes for the late change, and the loss of an Iowa alternative, but knows that the Park and Ride system will continue to deliver a great experience for all patrons with its air-conditioned, handicapped accessible buses.

John Deere Classic Public and Sponsor Parking & Shuttle Schedule

	Moline High School 3600 Ave of the Cities Moline, IL	Quad City Downs 5005 Morton Dr East Moline, IL	Preferred Across from TPC Main Entrance	Rock Island County Fairgrounds Archer Dr & Ave of the Cities East Moline, IL
MONDAY, July 9th	CLOSED	6 A.M. - 6 P.M.	6 A.M. - 6 P.M.	6 A.M. - 6 P.M.
TUESDAY, July 10th	CLOSED	6 A.M. - 6 P.M.	6 A.M. - 6 P.M.	6 A.M. - 6 P.M.
WEDNESDAY, July 11th	CLOSED	6 A.M. - 10 P.M.	6 A.M. - 10 P.M.	6 A.M. - 10 P.M.
THURSDAY, July 12th	6 A.M. - 11 P.M.	6 A.M. - 11 P.M.	6 A.M. - 11 P.M.	6 A.M. - 11 P.M.
FRIDAY, July 13th	6 A.M. - 11 P.M.	6 A.M. - 11 P.M.	6 A.M. - 11 P.M.	6 A.M. - 11 P.M.
SATURDAY, July 14th	6 A.M. - 11 P.M.	6 A.M. - 11 P.M.	6 A.M. - 11 P.M.	6 A.M. - 11 P.M.
SUNDAY, July 15th	6 A.M. - 8 P.M.	6 A.M. - 8 P.M.	6 A.M. - 8 P.M.	6 A.M. - 8 P.M.
DROP OFF LOCATION	MAIN GATE	MAIN GATE	CLUBHOUSE	CLUBHOUSE

[DOWNLOAD 2007 John Deere Classic Parking Map »](#)



Getting to and from the tournament is again free and easy this year thanks to the State Farm "Good Neighbor" Shuttle.

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Exhibit 2



Roger L. Strandlund
Extension: 233

Attorneys at Law

- Robert P. Boney
- Dennis R. Fox
- John A. Slover, Jr.
- Thomas A. Harper
- Jeffrey B. Moomouse
- Roger L. Strandlund
- Arthur W. Eggers
- Harvey A. Levin
- James S. Zmuda
- Jonathon C. Fox
- Franklin S. Mivalsky
- Karla C. Steele
- Michael R. Wendt II*

James A. Harper,
Of Counsel
Junius P. Califf
(1912-1999)

July 18, 2007

VIA FEDERAL EXPRESS
AND CERTIFIED MAIL

Mr. Dennis Toeppen
Allerton Charter Coach, Inc.
714 S. Sixth
Champaign, IL 61820

Re: Rock Island County Metropolitan Mass Transit District ("MetroLINK");
Freedom Of Information Act Request from Mr. Toeppen

Dear Mr. Toeppen:

This letter is written on behalf of Rock Island County Metropolitan Mass Transit District ("MetroLINK") as a supplement to my letter dated July 9, 2007, and in further response to your e-mail to Jeff Nelson dated June 27, 2007 (characterized as a request pursuant to the Illinois Freedom of Information Act). Below is the response to each respective request.

**Reply to
Moline Office:**
600 First Midwest
Bank Building
506 - 15th Street
P.O. Box 719
Moline, Illinois
61266-0719

Telephone:
309.764.8361
Facsimile:
309.764.8394

Wheaton Office:
123 W. Front Street
Suite 200
Wheaton, Illinois
60187
Telephone:
800.764.4999

All attorneys licensed in Illinois and Iowa unless otherwise noted

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- 1) Communications with Champaign-Urbana MTD (aka CUMTD) relating to leasing of articulated buses during July 2007.

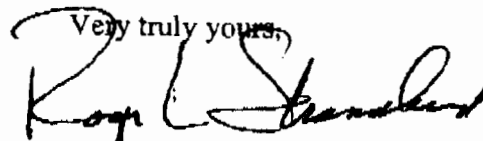
RESPONSE: Refer to the attached documents, Bates Nos. M001 through M0014.
- 2) Contract (s), agreements, or informal agreements related to Metrolink leasing, rental, borrowing, or similar, of CUMTD buses during July, 2007.

RESPONSE: Refer to the attached documents, Bates Nos. M0015 through M0017.
- 3) Contracts, agreements, or informal agreements to which Metrolink and/or John Deere or State Farm are a party, related to bus shuttle service for the 2007 John Deere Golf Classic.

RESPONSE: No such documents are in possession.

Mr. Dennis Toeppen
July 18, 2007
Page Two

To the extent that any person requesting documents is deemed to have been denied the right to records, that person should regard such denial as being made by the head of the subject public body; accordingly, such person may exercise rights to judicial review in accordance with 5 ILCS 140/11.

Very truly yours,

Roger L. Strandlund

RLS/mrk/corr/rls357

Exhibit 3

Transit systems partner to shuttle visitors to event

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70°F

Transit systems partner to shuttle visitors to event

Jennifer DeWitt | Tuesday, March 30, 2004

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All eyes will be on the Mississippi River this summer as the Grand Excursion 2004 begins its 400-mile river voyage in the Quad-Cities.

But organizers currently are paying keen attention to how visitors will navigate the area's roadways during the event.

With an estimated 80,000 people expected to participate in the two full days of area events June 25 and 26, event organizers and transportation experts are mapping out a transit plan that will move people to and from the multiple venues planned on both sides of the river.

To accomplish this task, Grand Excursion organizers have enlisted the cooperation of all four of the area's transit agencies: MetroLINK, Davenport Citibus, Bettendorf Transit and River Bend Transit.

"In my memory, this is the first time the four transits have gotten together for this kind of event," says Steve Swisher, River Bend Transit's marketing coordinator.

"This is unique and shows that there is a high level of interest in collaborating and making this a successful event," he adds.

It is by no means, though, the first time the transit agencies have been part of the recipe for success for major Quad-City events plagued by limited parking.

Each summer, scores of golf fans pile on buses to be shuttled to the John Deere Classic at TPC at Deere Run in Silvis, Ill., and buses deliver patrons of the annual Quad-City Air Show, which coincides with Grand Excursion this summer.

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"Imagine events of this magnitude and size, where there are a lot of events in many areas and visitors who have no idea where they're going," Swisher says.

"It's requiring a lot of logistics and a lot of heads getting together to think, 'What if this happens and what if this doesn't.' We're trying to anticipate any possible problems that could happen."

Lynn Hunt, Quad-City Grand Excursion coordinator, says with multiple venues and cities, as well as two states, it was no surprise that transportation and parking quickly rose on the to-do list.

"It would have made it really difficult to get people to find parking on the river," she says.

"We decided to make sure we were able to showcase the entire community."

With all seven riverboats in the traveling celebration docking in Bettendorf, other events have been planned across the area to expose visitors to all of the Quad-Cities, including Taste of the Quad-Cities in Moline, and a "Fusion" event in Rock Island.

The flotilla, which leaves June 27 for St. Paul, Minn., also will be joined by the Milwaukee 261 steam locomotive, which will arrive from Chicago June 25.

The entire event commemorates the 150th anniversary of the original Grand Excursion 1854, which celebrated America's first railroad connection to the Mississippi River.

Hunt says the event will establish a "Hospitality Landing" near the Isle of Capri Casino in Bettendorf to serve as the hub of all transit activities.

From there, a bi-directional circulator shuttle will take visitors over the Interstate 74 bridge or down to Davenport and across the Centennial Bridge.

The shuttles, which will make stops along the route, will run along the two riverfronts in both directions, arriving at each stop every 15 minutes. All shuttles will be free to participants.

Additionally, separate tour buses and satellite shuttles will take visitors from the Hospitality Landing to Arsenal Island as well as several locales in Davenport including LeClaire Park, Putnam Museum, IMAX Theatre and the Antoine LeClaire House.

From the District of Rock Island, visitors will be able to grab a satellite bus to head to the historic Chippiannock Cemetery in Rock Island.

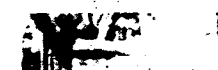
"We'll also be running shuttles from remote parking lots to catch up with the circulator," Hunt says, adding that "some lots will take them right to the landing, where they can board the boats."

Swisher says it has involved an immense planning process and, to top it off, the transit systems also will still be running all their regular routes. "I think we've got a workplace plan," he adds.

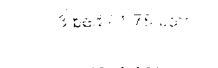
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4 bed / 2 1/2 bath



3 bed / 1 7/8 bath



1313 970



4 bed / 2 1/2 bath

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Export systems partner to shuttle visitors to event

Organizers of Grand Excursion 2004 are searching for volunteers to help visitors at shuttle stops.

To volunteer, contact Lynn Hunt, Quad-City Grand Excursion

coordinator, at (309) 762-4500.

Journalist DeWitt can be contacted at (563) 383-2318 or jdewitt@qctimes.com.

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Exhibit 4



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- STS/Airport Ground Transportation
- RuralINK
- Special Events
- Express Service
- Facilities
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Special Events

MetroLINK provides Park and Ride transportation to a series of annual festival and sporting events such as Quad City Music Guild performances, Moline Riverfest, John Deere Classic, Quad City Marathon, the Bix Music Fest and Bix 7 race.

- Home

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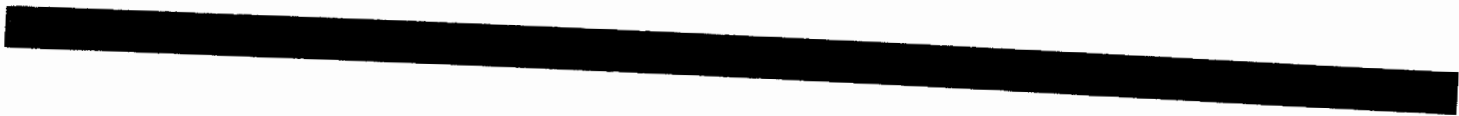


Exhibit 5



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70°F

John Deere Classic: Park-and-ride site in Bettendorf eliminated

By Tom Saul | Thursday, July 12, 2007

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Fans who thought attending the John Deere Classic this year would be as easy as parking at Bettendorf High School and riding to the golf course in an air-conditioned shuttle bus have found themselves out in the cold.

A proposed federal rule that would bar public transit systems from offering special-event shuttle service to areas they do not serve on a daily basis has meant the elimination of the park-and-ride site at Bettendorf High, said Jeff Nelson, executive director of MetroLINK, Rock Island County's public transit service.

While MetroLINK does not have routes in Bettendorf, Bettendorf's public transit buses come to MetroLINK's central station in Rock Island.

"We saw it after it was published in the Federal Register in February and wanted to comply with the spirit and intent of the new rule," Nelson said Wednesday. "It was supposed to go into effect by July 1, but it hasn't yet. But it was too late for us to change things by the time (the annual golf tournament) started."

The text of the proposal by the Federal Transit Administration mentions that the rule is meant to prevent publicly funded bus services from offering special-event shuttles that could just as easily be provided by private charter bus services.

"The revised exception would require recipients to first consult with private charter operators registered in the recipient's geographic service area," the proposed rule states.

A spokesman for the federal agency did not return a telephone call seeking answers to questions about the proposed rule.

On its Web site, John Deere Classic officials note the elimination of

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- Acting Scott Co. attorney to be named Friday
- John Deere Classic Park-and-ride site in Bettendorf eliminated
- Amateurs enjoy day with pros
- Man takes council to task on Van Fossen allegations
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Should the Davenport City Council exercise its option to remove 1st Ward Alderman Ron Van Fossen from the council?

Yes

No

Wait until the sexual harassment claim against Van Fossen is concluded

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the Bettendorf High School lot and apologize for the late change and the loss of an Iowa alternative.

A sampling Wednesday of Quad-City area charter bus services found none that take spectators to or from the event. Some said they have no interest in servicing the event. Others said they do not have the type of buses required to bid on the job.

Rock Island-based Johannes Bus Service offered shuttle service to the event years ago, but it has not done so recently, said Steve Johannes, the company president. At the time, event planners allowed the use of school buses to take spectators to and from remote parking lots.

"Funny you should call me said. About a week-and-a-half ago, we got something from them asking if we wanted to bid. We didn't because they want those articulated buses that are able to bend in the middle, and we don't have those and don't have access to them."

"It has always been a win-win for everyone," Nelson said. "Without the shuttle service, where would they park all those people? We also make use of those large lots that are just sitting vacant."

Tom Saul can be contacted at (563)383-2453 or tsaul@qctimes.com.

GET THE SHUTTLE

Rock Island County's MetroLINK public transit system will offer park-and-ride shuttle service to and from lots in the Illinois Quad-Cities for the duration of the John Deere Classic. From 15,000 to 20,000 people per day ride the shuttles during the event that continues through Sunday. These are the locations of the remote lots and the type of parking allowed at each:

- Quad-City Downs, 505 Morton Drive, East Moline, general public
- Moline High School, 3600 Avenue of the Cities, Moline, general public
- Rock Island County Fairgrounds, Archer Drive and Avenue of the Cities, East Moline, VIP parking
- Merry Oaks, across from the main entrance to the TPC at Deere Run golf course, Silvis, Ill., VIP preferred parking

Exclusive Online Offer

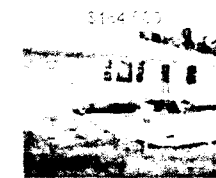
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2 bed - 1 bath



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The following are comments from the readers. In no way do they represent the views of the Quad-City Times or Lee Enterprises.

Patriot

wrote on Jul 12, 2007 8:49 AM

Another example of the Federal Government getting involved in something they have no business in. We need less regulation not more.

[Report Abuse](#)

old dawg

wrote on Jul 12, 2007 10:12 AM

Exhibit 6

INTERGOVERNMENTAL AGREEMENT

This Agreement is made as of the Nineteenth day of June, 2007, by and between the:

Rock Island County Metropolitan Mass Transit District,
an Illinois Municipal Corporation,
("MetroLINK")

and

Champaign-Urbana Mass Transit District,
an Illinois Municipal Corporation,
("CUMTD")

and, in consideration of the mutual promises and covenants set forth herein, the parties state and agree as follows:

RECITALS

WHEREAS, the Rock Island County Metropolitan Mass Transit District has identified a temporary requirement for the provision of ten (10) "articulated" style transit buses, to meet planned transit requirements during the month of July, 2007;

WHEREAS, the Champaign-Urbana Mass Transit District has stated that they could provide ten (10) , 60-foot, articulated buses to meet the temporary transit vehicle needs of MetroLINK;

WHEREAS, the MetroLINK and CUMTD Board of Trustees have approved this temporary use of CUMTD owned articulated transit buses by MetroLINK for a temporary period in July, 2007;

WHEREAS, intergovernmental cooperation between units of local government to contract, further combine, or transfer a lawful power or function in any manner not prohibited by law or ordinance is authorized by Article VII, Section 10, of the Illinois Constitution of 1970;

WHEREAS, the Illinois General Assembly, in order to implement Article VII, Section 10 of the Illinois Constitution of 1970, adopted the Intergovernmental Cooperation Act (50 ILCS 605/1 et seq.);

WHEREAS, MetroLINK and CUMTD wish to participate in the Intergovernmental Agreement for the following public purposes, which purposes shall include, without limitation, the development of the community and MetroLINK's general transit business base, the general public benefit, including the improvement of health, safety, and welfare of MetroLINK and its transit Ridership and residents;

WHEREAS, the action of CUMTD herein is intended to provide CUMTD-owned transit vehicles in support of the temporary transit requirements of MetroLINK during the month of July, 2007; and,

WHEREAS, all aspects of this Intergovernmental Agreement are designed and intended to enhance the public health and safety, as related to MetroLINK, its Ridership, and its residents.

NOW, THEREFORE, in a spirit of comity, and pursuant to the appropriate constitutional and statutory provisions, MetroLINK and CUMTD do hereby agree as follows:

- MetroLINK, as a formal recipient of U. S. Department of Transportation, Federal Transit Administration (FTA) Section 5307 Formula and Section 5309 Discretionary grant funds, shall administer and maintain transit vehicles on loan from CUMTD, at no direct charge to CUMTD.
- CUMTD's Project Manager will coordinate with the MetroLINK Project Manager and make final arrangements for the provision of the ten loaned buses. The planned pick-up or bus delivery schedule will account for the provision of said articulated-style transit buses in sufficient time to meet planned transit requirements of MetroLINK during the period of July 9 through July 16, 2007. CUMTD and MetroLINK shall be responsible for completing inspection and delivery documentation on matters pertaining to this Project.
- CUMTD shall be compensated at the rate of \$1,000.00, per transit bus, for the period of the temporary use of CUMTD buses.
- MetroLINK will be responsible for the maintenance and care of the CUMTD transit buses while in their possession, and will return the loaned vehicles to CUMTD, in equal to or better shape than when borrowed;
- CUMTD shall submit an invoice to MetroLINK, for the use of their articulated buses, upon the return of said buses to CUMTD, by MetroLINK.
- MetroLINK, shall make payment for its use of CUMTD Transit Buses no later than twenty (20) calendar days after receipt of the CUMTD Invoice for said CUMTD loaned transit vehicles.
- A Memorandum of Understanding, containing additional details regarding the use of CUMTD buses shall be signed by both parties, be attached to this Agreement, and shall be binding upon their respective districts.

This Agreement, and each and every term and provision thereof, shall be for the benefit of, and be binding upon the parties hereto, and each of them and their respective successors and assigns.

This Agreement is made and entered into, in Rock Island County, Illinois, to be performed in the State of Illinois, and any dispute arising hereunder shall be settled under the laws of the State of Illinois.

This Agreement constitutes the sole Agreement of the parties hereto, and all prior negotiations or correspondence shall be deemed merged into this Agreement; and the terms of this Agreement and attachments, if any, shall govern the rights of the parties exclusively.

This Agreement shall not be modified or changed in any manner, unless the same be reduced to writing and signed by all parties, setting forth the modifications, changes, or amendments.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed and to be effective as of the first date set forth above.

Rock Island County Metropolitan
Mass Transit District
(MetroLINK),
an Illinois municipal corporation

By: _____

Board Chairman, Lawrence W. Lorensen

Attest: _____
Secretary-Treasurer, Robert J. Baecke

Approved as to form:

Attorney: _____
Legal Counsel, Roger L. Strandlund

Date: _____

ORIGINAL DULY EXECUTED

Champaign-Urbana Mass Transit District
(CUMTD)
an Illinois municipal corporation

By: _____
Board Chairman,

ORIGINAL DULY EXECUTED

Attest: _____
Secretary,

Approved as to form:

Attorney: _____
Legal Counsel,

Date: _____

ORIGINAL DULY EXECUTED

COACH LEASE AGREEMENT

For and in consideration of the mutual promises herein, the Champaign-Urbana Mass Transit District (hereinafter "CUMTD") and the Rock Island County Metropolitan Mass Transit District, (hereinafter "RICMMTD"), agree as follows:

1. Lease of Equipment. The CUMTD shall make available to RICMMTD, seven motor coach buses for the use of RICMMTD to transport passengers to and from the John Deere Classic July 5 through July 11, 2004 or such other dates as may be mutually agreed upon between the parties. The specific equipment herein leased to RICMMTD is listed on Appendix A attached hereto. RICMMTD has the right to examine such equipment at any reasonable time prior to its intended use, and unless RICMMTD gives written notice to the CUMTD prior to July 1, 2004, that any particular motor coach buses are not acceptable, it shall be presumed that such motor coach buses are acceptable to RICMMTD as fulfillment of the CUMTD's obligations under this agreement. CUMTD agrees that the coaches provided to RICMMTD under this agreement will be in good running condition and current on their preventative maintenance schedule at the time of delivery to RICMMTD.

2. Compensation. Except for any motor coach buses which are returned to the CUMTD under conditions set forth in Section 4 below, RICMMTD shall pay CUMTD the sum of \$1,000.00 for each motor coach bus released to RICMMTD under this agreement. Payment shall be made on or before August 15, 2004.

3. Minor Repairs. RICMMTD will provide for minor repairs such as tires, hoses, belts, and any broken glass at their sole expense. RICMMTD will insure that all fluids required of such vehicles will at all times be kept at proper operating levels at their sole expense.

4. Major Breakdowns. In the event of a major breakdown which renders the motor coach unuseable in the sole opinion of RICMMTD, the broken down vehicle will be towed to the CUMTD garage in Urbana, Illinois at the sole expense of RICMMTD.

5. Liability for Major Repairs. If a motor coach bus is returned to the CUMTD as provided for in Paragraph 4 above, and if the breakdown is caused by the negligence of RICMMTD or its agents or employees, the cost of repair shall be the responsibility of RICMMTD, otherwise the expense of repairs shall be the responsibility of the CUMTD.

6. Qualified Drivers. It is understood that the equipment provided to RICMMTD herein shall be used only for public transportation and will be driven only by qualified employees of RICMMTD.

7. Condition of Return. RICMMTD agrees to have the coaches returned to the CUMTD garage in Urbana fully fueled by Tuesday, July 13, 2004, in the same condition as received, normal wear and tear excepted.

8. RICMMTD's Care of Equipment. RICMMTD agrees to exercise reasonable care and caution in the care of the equipment leased to them hereunder, protecting them from all loss, destruction, or damage due to acts or omissions of RICMMTD, including but not limited to loss, destruction, or damage partial or total due to theft, malicious mischief, vandalism, collision, or other casualty due to acts or omissions of RICMMTD.

9. Indemnification. RICMMTD agrees to indemnify and hold the CUMTD, its officers and employees, harmless against all losses, damages, injuries, death, claims, demands, and expenses arising from or in connection with the use, operation, or maintenance of any coach which is provided thereunder, and agrees to defend any suit or action brought against CUMTD by any individual, partnership, corporation, or other entity bases on any injury (including death) or property damage arising out of the use, operation, or maintenance of any coach, except any claim of design deficiency of the equipment, or occasioned directly by the negligence of CUMTD or its officers, employees, agents, or servants.

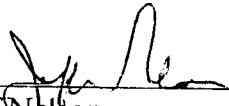
10. Insurance. RICMMTD will provide CUMTD with a certificate of insurance indicating liability coverage in the minimum amount of \$300,000.00 per person, \$5,000,000.00 per accident, property damage coverage, and collision coverage equal to replacement cost of the vehicle (replacement cost determined by straight line depreciation over 12 years), and worker's compensation coverage for its employees.

11. Licenses and Permits. RICMMTD, at its own expense, shall (i) obtain any necessary licenses and/or permits for the coaches necessary for operation in RICMMTD or its service area, (ii) pay all taxes (including penalties or interest) which may be levied or assessed thereon in accordance with the laws of the jurisdiction(s) operated in, and (iii) be responsible for all other costs incurred in the operation, use or maintenance of the coaches.

12. Temporary Advertising Signs. RICMMTD, at its own expense, may affix temporary advertising or signs on the equipment subject to this agreement, but shall cause the same to be removed without damage to the coaches at RICMMTD's sole expense prior to their return of the coaches to the CUMTD.

It is agreed that nothing in this agreement shall be construed as conveying to RICMMTD any right, title, or interest in or to the coaches other than the right to use the coaches under the terms and conditions contained in this agreement, and that the coaches are and remain the sole exclusive property of the CUMTD.

ROCK ISLAND COUNTY
METROPOLITAN MASS TRANSIT
DISTRICT




Jeff Nelson,
General Manager

7/20/07

Date

CHAMPAIGN-URBANA MASS
TRANSIT DISTRICT



Karl P. Gnadt
Director, Market Development

8/16/2007

Date

ATTACHMENT A

	Fleet #	VIN	License Number
1)	0101	5FYD2UM031U023182	
2)	0102	5FYD2UM051U023183	
3)	0103	5FYD2UM071U023184	
4)	0105	5FYD2UM001U023186	
5)	0106	5FYD2UM021U023187	
6)	0108	5FYD2UM061U023189	
7)	0112	5FYD2UM081U023193	

COACH LEASE AGREEMENT

For and in consideration of the mutual promises herein, the Champaign-Urbana Mass Transit District (hereinafter "CUMTD") and the Rock Island County Metropolitan Mass Transit District, (hereinafter "RICMMTD"), agree as follows:

1. Lease of Equipment. The CUMTD shall make available to RICMMTD, eight motor coach buses for the use of RICMMTD to transport passengers to and from the John Deere Classic July 9 through July 16, 2006 or such other dates as may be mutually agreed upon between the parties. The specific equipment herein leased to RICMMTD is listed on Appendix A attached hereto. RICMMTD has the right to examine such equipment at any reasonable time prior to its intended use, and unless RICMMTD gives written notice to the CUMTD prior to July 1, 2006, that any particular motor coach buses are not acceptable, it shall be presumed that such motor coach buses are acceptable to RICMMTD as fulfillment of the CUMTD's obligations under this agreement. CUMTD agrees that the coaches provided to RICMMTD under this agreement will be in good running condition and current on their preventative maintenance schedule at the time of delivery to RICMMTD.

2. Compensation. Except for any motor coach buses which are returned to the CUMTD under conditions set forth in Section 4 below, RICMMTD shall pay CUMTD the sum of \$1,000.00 for each motor coach bus released to RICMMTD under this agreement. Payment shall be made on or before August 15, 2006.

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7. Condition of Return. RICMMTD agrees to have the coaches returned to the CUMTD garage in Urbana fully fueled by Wednesday, July 19, 2006, in the same condition as received, normal wear and tear excepted.

8. RICMMTD's Care of Equipment. RICMMTD agrees to exercise reasonable care and caution in the care of the equipment leased to them hereunder, protecting them from all loss, destruction, or damage due to acts or omissions of RICMMTD, including but not limited to loss, destruction, or damage partial or total due to theft, malicious mischief, vandalism, collision, or other casualty due to acts or omissions of RICMMTD.

9. Indemnification. RICMMTD agrees to indemnify and hold the CUMTD, its officers and employees, harmless against all losses, damages, injuries, death, claims, demands, and expenses arising from or in connection with the use, operation, or maintenance of any coach which is provided thereunder, and agrees to defend any suit or action brought against CUMTD by any individual, partnership, corporation, or other entity bases on any injury (including death) or property damage arising out of the use, operation, or maintenance of any coach, except any claim of design deficiency of the equipment, or occasioned directly by the negligence of CUMTD or its officers, employees, agents, or servants.

10. Insurance. RICMMTD will provide CUMTD with a certificate of insurance indicating liability coverage in the minimum amount of \$300,000.00 per person, \$5,000,000.00 per accident, property damage coverage, and collision coverage equal to replacement cost of the vehicle (replacement cost determined by straight line depreciation over 12 years), and worker's compensation coverage for its employees.

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12. Temporary Advertising Signs. RICMMTD, at its own expense, may affix temporary advertising or signs on the equipment subject to this agreement, but shall cause the same to be removed without damage to the coaches at RICMMTD's sole expense prior to their return of the coaches to the CUMTD.

ATTACHMENT A

Bus#	VIN number	Lic #
0105	5FYD2UM001U023186	M-122099
0106	5FYD2UM021U023187	M-122100
0107	5FYD2UM041U023188	M-122095
0108	5FYD2UM061U023189	M-122093
0109	5FYD2UM021U023190	M-122092
0110	5FYD2UM041U0231901	M-122090
0111	5FYD2UM061U0231902	M-122094
0112	5FYD2UM081U023193	M-122096

Exhibit 7

Jeff Nelson

From: Karl Gnad [mailto:kgnadt@cumtd.com]
Sent: Monday, June 25, 2007 11:05 AM
To: Jeff Nelson
Subject: RE: 40-footers

Isn't this crazy?

Karl Gnad
Director, Market Development
Champaign-Urbana Mass Transit District
1101 East University Avenue
Urbana, IL 61802-2009
(217) 384-8188
(217) 384-8215 FAX
www.cumtd.com

From: Jeff Nelson [mailto:jnelson@qcmetrolink.com]
Sent: Monday, June 25, 2007 10:57 AM
To: Karl Gnad
Subject: RE: 40-footers

Karl, FTA has approved out shuttle but not the use of your vehicles. We are putting a notice out to the charter operators in our area asking if they can lease us 60 foot buses. If we get no responses, she indicate she would approve the use of yours. We have to wait until Thursday to complete the deal. I'll keep you advised of our progress.

-----Original Message-----

From: Karl Gnad [mailto:kgnadt@cumtd.com]
Sent: Thursday, June 14, 2007 2:02 PM
To: Jeff Nelson
Subject: RE: 40-footers

Alright, I'll add five into the IGA then...

Karl Gnad
Director, Market Development
Champaign-Urbana Mass Transit District
1101 East University Avenue
Urbana, IL 61802-2009
(217) 384-8188
(217) 384-8215 FAX
www.cumtd.com

From: Jeff Nelson [mailto:jnelson@qcmetrolink.com]
Sent: Thursday, June 14, 2007 1:42 PM
To: Karl Gnad
Subject: RE: 40-footers

sure, that would be great. Thanks

-----Original Message-----

From: Karl Gnad [mailto:kgnadt@cumtd.com]
Sent: Thursday, June 14, 2007 11:29 AM
To: Jeff Nelson

7/18/2007

M0012

Subject: 40-footers

Jeff --

Dave thought he could prep five 40-footers for you. Do you want them added to the IGA?

Karl Gnadl
Director, Market Development
Champaign-Urbana Mass Transit District
1101 East University Avenue
Urbana, IL 61802-2009
(217) 384-8188
(217) 384-8215 FAX
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M0013

7/18/2007

Jeff Nelson

From: Jeff Nelson
Sent: Monday, June 25, 2007 11:27 AM
To: 'Karl Gnadl'
Subject: RE: 40-footers

ok. these people are intent to remove us from providing any transit. But the nice thing is they are pissing off congressional member.

-----Original Message-----

From: Karl Gnadl [mailto:kgnadt@cumtd.com]
Sent: Monday, June 25, 2007 11:05 AM
To: Jeff Nelson
Subject: RE: 40-footers

Isn't this crazy?

Karl Gnadl
Director, Market Development
Champaign-Urbana Mass Transit District
1101 East University Avenue
Urbana, IL 61802-2009
(217) 384-8188
(217) 384-8215 FAX
www.cumtd.com

From: Jeff Nelson [mailto:jnelson@qcmetrolink.com]
Sent: Monday, June 25, 2007 10:57 AM
To: Karl Gnadl
Subject: RE: 40-footers

Karl, FTA has approved out shuttle but not the use of your vehicles. We are putting a notice out to the charter operators in our area asking if they can lease us 60 foot buses. If we get no responses, she indicate she would approve the use of yours. We have to wait until Thursday to complete the deal. I'll keep you advised of our progress.

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Subject: RE: 40-footers

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Urbana, IL 61802-2009
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www.cumtd.com

From: Jeff Nelson [mailto:jnelson@qcmetrolink.com]
Sent: Thursday, June 14, 2007 1:42 PM

To: Karl Gnad
Subject: RE: 40-footers

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-----Original Message-----

From: Karl Gnad [mailto:kgnadt@cumtd.com]
Sent: Thursday, June 14, 2007 11:29 AM
To: Jeff Nelson
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Jeff -

Dave thought he could prep five 40-footers for you. Do you want them added to the IGA?

Karl Gnad
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M005

7/18/2007

Jeff Nelson

From: Jeff Nelson
Sent: Thursday, June 28, 2007 4:47 PM
To: 'Karl Gnadl'
Subject: RE: John Deere

me either, we have the email and voice mail pending. If we don't hear by 1000a tomorrow, I have Grassley's office calling.

-----Original Message-----

From: Karl Gnadl [mailto:kgnadt@cumtd.com]
Sent: Thursday, June 28, 2007 2:51 PM
To: Jeff Nelson
Subject: John Deere

FYI - We still haven't heard anything from FTA...

Karl Gnadl
Director, Market Development
Champaign-Urbana Mass Transit District
1101 East University Avenue
Urbana, IL 61802-2009
(217) 384-8188
(217) 384-8215 FAX
www.cumtd.com

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M006

7/18/2007

Jeff Nelson

From: Jeff Nelson
Sent: Friday, June 29, 2007 5:04 PM
To: 'Karl Gnadt'
Subject: RE: John Deere

ok Karl, we will have written confirmation Monday

-----Original Message-----

From: Karl Gnadt [mailto:kgnadt@cumtd.com]
Sent: Thursday, June 28, 2007 4:52 PM
To: Jeff Nelson
Subject: RE: John Deere

Ok, let me know what you here...

Karl Gnadt from mobile phone

-----Original Message-----

From: "Jeff Nelson" <jnelson@qcmetrolink.com>
To: "Karl Gnadt" <kgnadt@cumtd.com>
Sent: 6/28/07 4:47 PM
Subject: RE: John Deere

me either, we have the email and voice mail pending. If we don't hear by 1000a tomorrow, I have Grassley's office calling.

-----Original Message-----

From: Karl Gnadt [mailto:kgnadt@cumtd.com]
Sent: Thursday, June 28, 2007 2:51 PM
To: Jeff Nelson
Subject: John Deere

FYI - We still haven't heard anything from FTA...

Karl Gnadt

Director, Market Development

Champaign-Urbana Mass Transit District

1101 East University Avenue

Urbana, IL 61802-2009

(217) 384-8188

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Exhibit 8

Jeff Nelson, 6/2/06 2:10 PM -0500, RE: Willing and Able

1

To: "Jeff Nelson" <jnelson@gcmetrolink.com>
From: dt05@66.net
Subject: RE: Willing and Able
Cc: rpschweitzer@rpslegal.com
Bcc:

Attachments:

Jeffrey,

I disagree with your assertion that you do not offer charter service. Your annual shuttle service for the John Deere Classic is charter work. Furthermore, the FTA requires that you provide annual notice to all willing and able charter companies of your intent to operate charters in the coming year.

Dennis Toeppen

>Dennis, I am in receipt of your e-mail. We do not offer charter service. FOIA requests must be done in writing with a detail description of what you are looking for. Thanks. You may want to contact Terry Fleedge at Tri State Tours. I believe they do most of the Quad City charter work. I see there vehicles at the Deere plants and schools quite a bit.

>

>-----Original Message-----

>From: Dennis Toeppen [mailto:dt05@66.net]
>Sent: Thursday, June 01, 2006 11:36 AM
>To: MetroLink; Jeff Nelson
>Cc: rpschweitzer@rpslegal.com
>Subject: Willing and Able

>

>

>Dennis Toeppen
>Allerton Charter Coach, Inc.
>PO Box 2400
>Champaign, IL 61825

>

>May 31, 2006

>

>Jeffrey A Nelson
>Metrolink
>2929 5th Avenue
>Rock Island, IL 61201

>

>Dear Jeffrey A Nelson,

>

>I am writing to advise you that Allerton Charter Coach, Inc.
>(http://www.allertoncharter.com) is willing and able to provide
>charter/contract transportation in your service area.

>

>Please include us in your next annual willing and able determination
>(ie send us a letter advising us that you are soliciting willing and
>able providers), and please also refer charter calls to us at (217)
>365-9301 / http://www.allertoncharter.com.

>

>Please also advise me who your FOIA officer is, so that I may tender
>an FOIA request for all charters operated in the past two years.

>

>Regards,

>

>

>

>Dennis Toeppen
>President