<table>
<thead>
<tr>
<th>Item</th>
<th>Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Pledge of Allegiance.</td>
<td></td>
</tr>
<tr>
<td>II. Call to Order: Roll Call.</td>
<td></td>
</tr>
<tr>
<td>III. Consideration of the minutes of the September 29, 2016, regular meeting for inclusion in the official records of the District.</td>
<td>Approval</td>
</tr>
<tr>
<td>IV. Public Comments.</td>
<td></td>
</tr>
<tr>
<td>V. Financial:</td>
<td></td>
</tr>
<tr>
<td>A. Payments and Claims: Consideration of the September 2016 claims for payment.</td>
<td>Approval</td>
</tr>
<tr>
<td>C. Presentation of the FY2016 Audit: Scott Weber, Scheffel Boyle.</td>
<td>Approval</td>
</tr>
<tr>
<td>VI. Transit Service:</td>
<td></td>
</tr>
<tr>
<td>A. Managing Director’s Report: Jerry J. Kane.</td>
<td>Information</td>
</tr>
<tr>
<td>B. Proposed January 2017 Service Changes.</td>
<td>Approval</td>
</tr>
<tr>
<td>C. Resolution 17-10 Authorizing the execution of an intergovernmental agreement with the City of Alton for the Alton Regional Multi-Modal Transportation Center at Robert Wadlow Town Centre.</td>
<td>Approval</td>
</tr>
<tr>
<td>D. Resolution 17-11 Authorizing the award of contract for the purchase and delivery of 7-passenger minivans for service in the RideFinders Regional Vanpool Program.</td>
<td>Approval</td>
</tr>
<tr>
<td>E. Resolution 17-12 Authorizing the award of contract for the lease of RideFinders Account Representative vehicles.</td>
<td>Approval</td>
</tr>
<tr>
<td>VII. Other Business:</td>
<td></td>
</tr>
<tr>
<td>VIII. Executive session to discuss the acquisition, and/or sale or lease of property, and/or security, and/or litigation, and/or review of executive session minutes (5ILCS 120/2 et. seq., 2(c)5, 2(c)6, 2(c) 8, 2(c)11, and 2(c)21 of the Open Meetings Act).</td>
<td>Approval</td>
</tr>
<tr>
<td>IX. Adjournment.</td>
<td>Approval</td>
</tr>
</tbody>
</table>
I. **Pledge of Allegiance**

Chairman Corbett led the reciting of the Pledge of Allegiance.

II. **Call to Order: Roll Call**

Chairman Corbett called the meeting to order at 9:30 a.m.

MEMBERS PRESENT: Daniel Corbett, J. Terry Allan, Rose Marie Chadwick, Edward Hagnauer, and Bruce Malone

OTHERS PRESENT: Jerry Kane, Managing Director; John Papa, Legal Counsel; Mary Ruth Kettenbach, ACT; Mark Steyer, ACT; and Erin Werner, ACT

III. **Consideration of the Minutes of August 25, 2016**

TRUSTEE MALONE MADE THE MOTION, SECONDED BY TRUSTEE ALLAN, TO APPROVE THE MINUTES OF THE AUGUST 25, 2016 REGULAR MEETING FOR INCLUSION IN THE OFFICIAL RECORDS OF THE DISTRICT.

A ROLL CALL VOTE FOLLOWED:

<table>
<thead>
<tr>
<th>Name</th>
<th>Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>J. TERRY ALLAN</td>
<td>AYE</td>
</tr>
<tr>
<td>ROSE MARIE CHADWICK</td>
<td>AYE</td>
</tr>
<tr>
<td>DANIEL CORBETT</td>
<td>AYE</td>
</tr>
<tr>
<td>EDWARD HAGNAUER</td>
<td>AYE</td>
</tr>
<tr>
<td>BRUCE MALONE</td>
<td>AYE</td>
</tr>
</tbody>
</table>

ALL AYES. NO NAYS. MOTION CARRIED.

IV. **Public Comments**

No public comments were presented.

V. **Financial**

A. **Payments and Claims: Consideration of the August 2016 claims for payment:**

Managing Director Jerry Kane submitted the payments and claims.

TRUSTEE MALONE MADE THE MOTION, SECONDED BY TRUSTEE CHADWICK, TO APPROVE THE PAYMENTS AND CLAIMS FOR AUGUST 2016, EXCLUDING THE PAYMENTS AND CLAIMS TO THE CITY OF GRANITE CITY, GRANITE CITY TOWNSHIP, AND SOUTHERN BUS & MOBILITY.
A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN       AYE
ROSE MARIE CHADWICK  AYE
DANIEL CORBETT       AYE
EDWARD HAGNAUER      AYE
BRUCE MALONE         AYE

ALL AYES. NO NAYS. MOTION CARRIED.

TRUSTEE MALONE MADE THE MOTION, SECONDED BY TRUSTEE ALLAN, TO APPROVE THE PAYMENTS AND CLAIMS TO THE CITY OF GRANITE CITY, GRANITE CITY TOWNSHIP, AND SOUTHERN BUS & MOBILITY FOR AUGUST 2016.

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN       AYE
ROSE MARIE CHADWICK  AYE
DANIEL CORBETT       AYE
EDWARD HAGNAUER      ABSTAIN
BRUCE MALONE         AYE

ALL AYES. NO NAYS. TRUSTEE HAGNAUER ABSTAINED. MOTION CARRIED.


TRUSTEE HAGNAUER MADE THE MOTION, SECONDED BY TRUSTEE ALLAN, TO APPROVE THE MONTHLY FINANCIAL REPORT AS OF AUGUST 31, 2016.

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN       AYE
ROSE MARIE CHADWICK  AYE
DANIEL CORBETT       AYE
EDWARD HAGNAUER      AYE
BRUCE MALONE         AYE

ALL AYES. NO NAYS. MOTION CARRIED.

VI. Transit Service

A. Managing Director's Report: Jerry Kane presented the report.

B. TRUSTEE HAGNAUER MADE THE MOTION, SECONDED BY MALONE, TO APPROVE THE FOLLOWING RESOLUTIONS:

17-08 AUTHORIZING THE AWARD OF CONTRACT FOR THE PURCHASE AND INSTALLATION OF A VIDEO SURVEILLANCE/MICROWAVE SYSTEM AT THE MCT ILLINOIS ROUTE 3 PARK & RIDE LOT
17-09  AUTHORIZING EXECUTION AND AMENDMENT OF DOWNSTATE OPERATING ASSISTANCE GRANT AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN    AYE
ROSE MARIE CHADWICK    AYE
DANIEL CORBETT    AYE
EDWARD HAGNAUER    AYE
BRUCE MALONE    AYE

ALL AYES. NO NAYS. MOTION CARRIED.

VII.  Other Business

No items were presented.

VIII.  Executive session to discuss the acquisition, and/or sale or lease of property, and/or security, and/or litigation, and/or review of executive session minutes (5ILCS 120/2 et. seq., 2(c)5, 2(c)6, 2(c)8, 2(c)11, and 2(c)21 of the Open Meetings Act).

TRUSTEE CHADWICK MADE THE MOTION, SECONDED BY TRUSTEE MALONE, TO MOVE IN TO EXECUTIVE SESSION TO DISCUSS THE ACQUISITION, AND/OR SALE OR LEASE OF PROPERTY, AND/OR SECURITY, AND/OR LITIGATION, AND/OR REVIEW OF EXECUTIVE SESSION MINUTES (5ILCS 120/2 ET. SEQ., 2(C)5, 2(C)6, 2(C)8, 2(C)11, AND 2(C)21 OF THE OPEN MEETINGS ACT).

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN    AYE
ROSE MARIE CHADWICK    AYE
DANIEL CORBETT    AYE
EDWARD HAGNAUER    AYE
BRUCE MALONE    AYE

ALL AYES. NO NAYS. MOTION CARRIED.

TRUSTEE MALONE MADE THE MOTION, SECONDED BY TRUSTEE CHADWICK, TO RETURN TO REGULAR SESSION.

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN    AYE
ROSE MARIE CHADWICK    AYE
DANIEL CORBETT    AYE
EDWARD HAGNAUER    AYE
BRUCE MALONE    AYE

ALL AYES. NO NAYS. MOTION CARRIED.
IX. **Adjournment**

TRUSTEE ALLAN MADE THE MOTION, SECONDED BY TRUSTEE MALONE, TO ADJOURN.

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN    AYE
ROSE MARIE CHADWICK    AYE
DANIEL CORBETT    AYE
EDWARD HAGNAUER    AYE
BRUCE MALONE    AYE

ALL AYES. NO NAYS. MOTION CARRIED.

Meeting adjourned at 10:20 a.m.

Respectfully submitted:

[Signature]
January 2017 Service Change Briefing Paper

To: Board of Trustees
From: Jerry Kane, Managing Director
       SJ Morrison, Director of Marketing and Planning
       Joe Domer, Manager of Planning and Scheduling
Date: October 24, 2016

SUMMARY
Marketing & Planning staff propose the following changes for the upcoming January Service change – to take effect on January 8, 2017.

IL-111 CORRIDOR ENHANCEMENT
The expansion of Gateway Commerce Center (Gateway) and Lakeview Commerce Center (Lakeview) has created jobs and increased demand for service. Staff recommends the following enhancements on the IL-111 corridor:

#6 Roxana – Pontoon Beach:
- Increase the weekday frequency from 60 to 30 minutes from 5:48 a.m. to 6:48 p.m. Hourly until 11:15 p.m.
- Extend the #6, creating direct 30-minute service to Lakeview on weekdays, every 60 minutes on weekends.
- Provide direct 30-minute service to Dial on the weekdays (5-9 minutes of recovery), every 60 on weekends.
- Eliminate direct service to Liberty & Chain of Rocks Transfer Point on the #6.
- Move the #12 Bethalto Shuttle from Ferguson to IL-143 to avoid nose-to-tail service with the #6.
- Create transfer opportunity to and from the #20 (and Gateway) at Dial on weekdays and weekends.
- Add two northbound weekday trips on the #1 leaving Wood River Station at 10:48 p.m. and 11:05 p.m.
- Annual VSH increase 7592.83 hours. FTE increase 3.65. Cost increase of $599,302.34.

#20 Granite City - Pontoon Beach Shuttle:
- Maintain direct weekday 30-minute service to Gateway, from 4:17 a.m. to 7:17 p.m. Hourly until 12:17 a.m.
- Create direct 60-minute service to Gateway on weekends.
- Maintain pulse at Granite City Station and Liberty & Chain of Rocks Transfer Point.
- Create weekday transfer opportunity to and from the #6 at Dial. (5 minutes recovery time).
- Adjust pattern in Gateway to serve Amazon before Hershey.
- Serve the new turnaround in Gateway.
- Annual VSH increase 7,304.77 hours. FTE increase 3.51. Cost increase of $576,565.23

Additional Interlining:
- Extend Block 106 (#1 Riverbend) from 10:45 p.m. to 11:12 p.m. to provide service to Alton Station.
- Eliminate redundant 4:46 a.m. northbound #5 Tri-City Regional trip, as it’s covered by new schedule.
- Annual VSH increase 54.12 hours. FTE increase 0.003. Cost increase of $4,271.43

Temporary Lakeview Shuttle:
- Discontinue temporary Lakeview Shuttle.
- Annual VSH decrease 4,539 hours. FTE decrease 2.18. Cost decrease of $358,263.27

Liberty & Chain of Rocks Transfer Point:
- This plan removes two buses from Liberty, the #6 and the Lakeview Shuttle at Liberty & Chain of Rocks.
MCT EXPRESS REDUCTION AND REBALANCE
Since the fall of 2014, MCT Express ridership across all three routes has declined by 15%. Express trips that were added to accommodate growing ridership in 2008 and 2012 due to $4.00/gallon fuel are no longer necessary. With fuel hovering at $2.00/gallon and not likely to increase in the near future, staff recommends the following reductions and re-balancing of MCT Express routes:

#1X Riverbend Express:
- Reduce the number of morning trips from 9 to 8 and afternoon trips from 11 to 10.
- Maintain current morning and afternoon span.
- Eliminate the one morning and one afternoon Express trip in Downtown Alton.
- Maintain current trips from branches at Godfrey and Bethalto.
- Annual VSH decrease: 952 hours. FTE decrease: 0.46. Cost decrease: $75,141.36 Eliminates 1 bus per peak.

#14X Highland Express:
- Reduce the number of morning trips from 12 to 10 and afternoon trips from 13 to 10.
- Maintain current morning and afternoon span.
- Annual VSH decrease: 2,528.75 hours. FTE decrease: 1.2. Cost decrease: $199,594.24. Eliminates 2 buses per peak.

#16X Edwardsville – Glen Carbon Express:
- Reduce the number of morning trips from 9 to 7 and maintain afternoon trips at 9.
- Eliminate two short trips from Glen Carbon Park & Ride lot.
- Maintain current morning and afternoon span.
- Annual VSH decrease: 684.25 hours. FTE decrease: 0.33. Cost decrease: $54,007.85. Eliminates 1 morning peak bus.

LATE NIGHT SERVICE REDUCTION
In 2015, late night service was added on several routes to accommodate shift end times. To determine the efficacy of that service, a ridership analysis was conducted on all 31 "late night" trips (those which begin after 11 p.m.). The analysis revealed ten trips with an average daily boarding count of one or fewer. However, six of those are linked to productive trips or support late shift times. Staff recommends eliminating the other four as presented below:

#17 Edwardsville – SIUE Shuttle:
- Eliminate the Saturday 12:20 a.m. trip from Edwardsville Station.
- Annual VSH decrease: 17.33 hours. FTE decrease: 0.008. Cost decrease: $1,368.12.

#19 Edwardsville – Collinsville:
- Eliminate the Weekday 12:41 a.m. trip from Collinsville Station.
- Annual VSH decrease: 97.75 hours. FTE decrease: 0.05. Cost decrease: $7,715.41.

#20 Granite City – Pontoon Beach Shuttle:
- Eliminate the Weekday 1:16 a.m. trip from Granite City Station.
- Eliminate the Saturday 1:28 a.m. trip from Granite City Station.

OVERALL Annual VSH increase: 6,132.63 hours. FTE increase: 2.95. Cost increase: $484,048.75. Peak Buses: 74
January 2017 Express Reduction Adjustments

To: Board of Trustees

From: Jerry Kane, Managing Director
SJ Morrison, Director of Marketing and Planning
Joe Domer, Manager of Planning and Scheduling

Date: October 25, 2016

MCT EXPRESS REDUCTION AND REBALANCE ORIGINAL PROPOSAL
On Friday, October 14, MCT Marketing & Planning staff sent proposed schedules to MCT Express passengers and posted schedules online for review and comment. The plan included the following:

#1X Riverbend Express:
- Reduce the number of morning trips from 9 to 8 and afternoon trips from 11 to 10.
- Eliminate the one morning and one afternoon Express trip in Downtown Alton.
- Annual VSH decrease: 952 hours. FTE decrease: 0.46. Cost decrease: $75,141.36 Eliminates 1 bus per peak.

#14X Highland Express:
- Reduce the number of morning trips from 12 to 10 and afternoon trips from 13 to 10.

#16X Edwardsville — Glen Carbon Express:
- Reduce the number of morning trips from 9 to 7 and maintain afternoon trips at 9.
- Eliminate two short trips from Glen Carbon Park & Ride lot.
- Annual VSH decrease: 684.25 hours. FTE decrease: 0.33. Cost decrease: $54,007.85.Eliminates 1 a.m. peak bus.

REVISED PROPOSAL
Staff received 20 comments from Express passengers (6 from #1X passengers, 7 from #14X, and 7 from #16X), 19 were negative, 1 positive. The comments can be found in the attached spreadsheet and five are summarized below:

#1X Riverbend Express:
1) COMMENT: 30-minute service gap created in morning, forces passengers to take earlier trip for 7 am starts.
   RESPONSE: Move the proposed 6 am trip ahead 5 minutes, to reduce the gap and accommodate 7 am starts.

2) COMMENT: Reduce the number of trips pulling in to River’s Edge in the morning.
   RESPONSE: No change recommended.

3) COMMENT: Do not eliminate Express service from Alton Station (ATS) and on Broadway in Alton.
   RESPONSE: The trips from ATS carry an average of 2.2 people on Broadway and ATS. No change.

#14X Highland Express:
4) COMMENT: Add an earlier 3:15 pm trip to accommodate early start times.
   RESPONSE: Add an afternoon trip at 3:10 pm and remove a low performing trip later at 5:25 pm

#16X Edwardsville – Glen Carbon Express:
5) COMMENT: Do not eliminate the 6:01 am trip from Glen Carbon Park & Ride due to possible overcrowding.
   RESPONSE: The trips before and after have capacity to accommodate elimination of this trip. No change.
## Proposed Express Route Reduction and Rebalance

<table>
<thead>
<tr>
<th>Date</th>
<th>Route</th>
<th>Summarized Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>14-Oct</td>
<td>1X</td>
<td>Opposes eliminating the 6:14 AM trip. Very large group rides and the new 6:57 AM arrival in downtown won't allow for a 7 AM start time.</td>
</tr>
<tr>
<td>14-Oct</td>
<td>1X</td>
<td>Opposes eliminating the 6:14 AM trip. Unhappy she will have to ride the later trip with a wheelchair passenger. Takes too long to load her.</td>
</tr>
<tr>
<td>14-Oct</td>
<td>1X</td>
<td>Opposes eliminating the 6:14 AM Trip. Will be inconvenient for everyone.</td>
</tr>
<tr>
<td>14-Oct</td>
<td>1X</td>
<td>How can we justify eliminating all of the Alton 1X buses?</td>
</tr>
<tr>
<td>17-Oct</td>
<td>1X</td>
<td>Opposes eliminating the 6:14 AM trip. If so, change 5:54 to 6:00/6:05/6:10. New trip won't allow for 7 AM start.</td>
</tr>
<tr>
<td>17-Oct</td>
<td>1X</td>
<td>4:12 - 4:17 add another bus between, even if it doesn't go to ATS, Quit going to Rivers Edge, Have times meet up with MetroLink</td>
</tr>
<tr>
<td>14-Oct</td>
<td>14X</td>
<td>They have to pull the cord at 6th &amp; Washington otherwise the driver will not stop.</td>
</tr>
<tr>
<td>14-Oct</td>
<td>14X</td>
<td>Would like to have an earlier trip from St. Louis, 3:15 PM start from Jeff &amp; Pine.</td>
</tr>
<tr>
<td>RE 18-Oct</td>
<td>14X</td>
<td>Would like a 3:15 PM bus or something earlier that would get people back to Highland by 4 PM. Believe additional riders would like this too.</td>
</tr>
<tr>
<td>14-Oct</td>
<td>14X</td>
<td>Would like to have an earlier trip from St. Louis, 3:15 PM start from Jeff &amp; Pine.</td>
</tr>
<tr>
<td>14-Oct</td>
<td>14X</td>
<td>Too much time in between buses. New schedule doesn't impress her.</td>
</tr>
<tr>
<td>RE 17-Oct</td>
<td>14X</td>
<td>Downtown not safe, doesn't want to wait additional 5 mins if she misses her intended bus. Would rather drive in the AM instead of wait 15-20 minutes for another bus. Doesn't think first two buses in afternoon are necessary.</td>
</tr>
<tr>
<td>14-Oct</td>
<td>14X</td>
<td>Too much time in between buses. Doesn't work well with passengers shift times boarding at 7th &amp; Locust.</td>
</tr>
<tr>
<td>14-Oct</td>
<td>14X</td>
<td>Eliminate 14X to MetroLink, replace trip with earlier trip from Highland to downtown.</td>
</tr>
<tr>
<td>14-Oct</td>
<td>14X</td>
<td>New schedule looks good.</td>
</tr>
<tr>
<td>14-Oct</td>
<td>16X</td>
<td>Opposed to 6:01 AM elimination from P&amp;R Lot. Earlier trip is often too full.</td>
</tr>
<tr>
<td>RE 17-Oct</td>
<td>16X</td>
<td>RE: 5:51 AM trip full on 10/17. 10-15 passengers picked up at Glen Carbon P&amp;R</td>
</tr>
<tr>
<td>14-Oct</td>
<td>16X</td>
<td>Unhappy because she will have to change her work schedule again.</td>
</tr>
<tr>
<td>14-Oct</td>
<td>16X</td>
<td>Wonders how elimination of a crowded trip will impact riders on the next trip.</td>
</tr>
<tr>
<td>17-Oct</td>
<td>16X</td>
<td>Opposes eliminating the 6:01 AM trip from P&amp;R lot, as it will cause safety issue as there will be standing room only on other trips.</td>
</tr>
<tr>
<td>17-Oct</td>
<td>16X</td>
<td>Opposes eliminating 6:01 AM trip. The buses will be over crowded if it is eliminated.</td>
</tr>
<tr>
<td>17-Oct</td>
<td>16X</td>
<td>18X trips were taken away, now the 16X trips at Convention Center are being eliminated.</td>
</tr>
</tbody>
</table>
RESOLUTION 17-10

AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF ALTON
FOR THE ALTON REGIONAL MULTI-MODAL TRANSPORTATION CENTER
AT ROBERT WADLOW TOWN CENTRE

WHEREAS, on April 16, 2009, President Obama announced a new vision for developing high-speed passenger rail in America. The vision called for a collaborative effort among the Federal Government, States, railroads, and other key stakeholders to help transform America’s transportation system through the creation of a national network of high-speed rail corridors; and,

WHEREAS, the leadership of the City of Alton realized the current site of the Alton Amtrak station was inadequate to support significant improvements and had the vision and fortitude to propose a new site located on City property that would allow for the development of a Regional Multi-Modal Transportation Facility; and,

WHEREAS, in 2011, the City of Alton received one of twelve Transportation Investment Generating Economic Recovery (TIGER) grants awarded in the Midwest United States, in the amount of $13,850,000; and,

WHEREAS, on February 27, 2014, the Board of Trustees adopted Resolution 14-24 committing the District enter into an intergovernmental agreement with the City of Alton that would “commit the District to fund fifty percent (50%) of the estimated remaining cash local match required to make the Alton Regional Multi-Modal Facility become a reality.”; and,

WHEREAS, a MCT transit transfer hub, which would provide connectivity to the many communities that MCT serves, would be constructed as a part of a project; and,

WHEREAS, it has been determined to be in the best interest of the District and the residents of the greater Metro-East region, to execute an intergovernmental agreement with the City of Alton for the funding assistance of the Alton Regional Multi-Modal Transportation Center at Robert Wadlow Town Centre.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:

1. The Madison County Mass Transit District enter into an intergovernmental agreement with the City of Alton, as set forth in Attachment A, that would commit the District to fund fifty percent (50%) of the estimated remaining cash local match of the Alton Regional Multi-Modal Facility.

2. Daniel L. Corbett, Chairman, J. Terry Allan, Vice Chairman, and/or Jerry J. Kane, Managing Director, of the Madison County Mass Transit District, are hereby authorized to execute the attached intergovernmental agreement with the City of Alton for the Alton Regional Multi-Modal Transportation Center at Robert Wadlow Town Centre.

3. Daniel L. Corbett, Chairman, J. Terry Allan, Vice Chairman, and/or Jerry J. Kane, Managing Director, of the Madison County Mass Transit District, are hereby authorized and directed to take all action necessary to execute, complete, and perform all obligations associated with the intergovernmental agreement, including any and all amendments on behalf of and in a manner most beneficial to the Madison County Mass Transit District.
ADOPTED by the Board of Trustees of the Madison County Mass Transit District, Madison County, Illinois, on this twenty-seventh day of October 2016.

Daniel L. Corbett, Chairman

J. Terry Allan
Edward A. Hagnauer

Rose Marie Chadwick
Bruce A. Malone

APPROVED as to Form:

John T. Papa, Legal Counsel
CERTIFICATE

I, Erin Werner, do hereby certify that I am the fully qualified and acting Secretary of the Board of Trustees of the Madison County Mass Transit District, and as such Secretary, I am the keeper of the records and files of the Madison County Mass Transit District.

I do further certify that at a duly constituted and legally convened meeting of the Board of Trustees of the Madison County Mass Transit District held on Thursday, October 27, 2016, a resolution was adopted in full accordance and conformity with the by-laws of the Madison County Mass Transit District and the statutes of the State of Illinois, as made and provided, and that the following is a full, complete, and true copy of the pertinent provisions of said Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:

1. The Madison County Mass Transit District enter into an intergovernmental agreement with the City of Alton, as set forth in Attachment A, that would commit the District to fund fifty percent (50%) of the estimated remaining cash local match of the Alton Regional Multi-Modal Facility.

2. Daniel L. Corbett, Chairman, J. Terry Allan, Vice Chairman, and/or Jerry J. Kane, Managing Director, of the Madison County Mass Transit District, are hereby authorized to execute the attached intergovernmental agreement with the City of Alton for the Alton Regional Multi-Modal Transportation Center at Robert Wadlow Town Centre.

3. Daniel L. Corbett, Chairman, J. Terry Allan, Vice Chairman, and/or Jerry J. Kane, Managing Director, of the Madison County Mass Transit District, are hereby authorized and directed to take all action necessary to execute, complete, and perform all obligations associated with the intergovernmental agreement, including any and all amendments on behalf of and in a manner most beneficial to the Madison County Mass Transit District.

I further certify that the original of the complete said resolution is on file in the records of the Madison County Mass Transit District in my custody. I do further certify that the foregoing Resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto affixed my official signature as Secretary of the Madison County Mass Transit District on this twenty-seventh day of October 2016.

Erin Werner
This Intergovernmental Agreement is entered into, by and between the City of Alton (hereafter referred to as “City”) whose address is 101 East Third Street, Alton, IL 62002, and the Madison County Mass Transit District (hereafter referred to as “District”), an Illinois municipal corporation whose address is One Transit Way, P. O. Box 7500, Granite City, Illinois 62040. The parties are authorized to enter into this agreement pursuant to the authority granted by the Illinois Constitution, 1970, Article VII, Section 10, Inter-governmental Cooperation, and the Inter-governmental Cooperation Act, 5 ILCS 220/1 et seq.

WHEREAS, on April 16, 2009, President Obama announced a new vision for developing high-speed passenger rail in America. The vision called for a collaborative effort among the Federal Government, States, railroads, and other key stakeholders to help transform America's transportation system through the creation of a national network of high-speed rail corridors; and,

WHEREAS, to achieve this vision, the Federal Railroad Administration (FRA) launched the High-Speed Intercity Passenger Rail (HSIPR) Program in June 2009 as part of the American Recovery and Reinvestment Act (ARRA); and,

WHEREAS, on January 28, 2010, Illinois was selected for a $1.2 billion federal award to bring high-speed passenger rail service to Illinois by 2015-2017; and,

WHEREAS, the FRA is the lead federal agency and the Illinois Department of Transportation (IDOT) is the joint-lead state agency for design and implementation of the designated Chicago to St. Louis High-Speed Rail (HSR) Corridor; and,

WHEREAS, FRA and IDOT determined that current Amtrak stations along the 284 mile St. Louis to Chicago corridor in Pontiac, Dwight, Joliet, Normal, Lincoln, Springfield, Carlinville, and Alton, were in need of either improvement or replacement in order to meet the new design criteria required for High-Speed Rail service; and,

WHEREAS, the leadership of the City realized the current site of the Alton Amtrak station was inadequate to support significant improvements and had the vision and fortitude to propose a new site located on city property that would allow for the development of a Regional Multi-Modal Transportation Facility; and,

WHEREAS, the City sought the assistance and resources of the District to apply for a Transportation Investment Generating Economic Recovery (TIGER) grant to fund the Alton Regional Multi-Modal Transportation Center; and,

WHEREAS, the District partnered with the City in drafting a Regional Multi-Modal project application that included a transit transfer hub, bicycle and pedestrian facilities, indoor passenger waiting area including restrooms, electronic arrival/departure information signs, 350 parking spaces, access roadways, and landscaping; and,
WHEREAS, in 2011, the City received one of twelve TIGER grants awarded in the Midwest United States, in the amount of $13,850,000; and,

WHEREAS, the TIGER grant requires a local match of $3,462,500, of which $1,219,000 in donated land and $287,296 of donated utilities by the City, reduced the current estimated cash match balance to $1,956,204; and,

WHEREAS, the District can utilize the benefit of eighty percent (80%) TIGER grant funding to construct a MCT transit transfer hub at the Alton Multi-Modal station which would provide connectivity to the many communities that MCT serves; and,

WHEREAS, the District has the authority and resources to partner with the City to equally share in the financial obligation of meeting the remaining cash match balance; and,

WHEREAS, it is in the best interest of the residents of the District to partner with the City and other agencies to fund the construction of the MCT transit transfer hub as part of the Alton Multi-Modal station within the Chicago to St. Louis High-Speed Rail Corridor; and,

WHEREAS, on February 27, 2014, the District Board passed Resolution 14-24, attached hereto and marked Exhibit A, committing that the District enter into an intergovernmental agreement with the City that would “commit the District to fund fifty percent (50%) of the estimated remaining cash local match required to make the Alton Regional Multi-Modal Facility become a reality.”

WHEREAS, the District’s multi-modal mission is to provide public mass transit services to the residents of the region; to own, operate, and maintain a system of bikeways and trails which is integrated with the District’s bus service; and to operate the St. Louis region’s rideshare program, RideFinders, providing carpool and vanpool commuting alternatives to single occupant vehicles.

NOW, THEREFORE, CONSISTENT WITH THIS MISSION AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS, TERMS AND CONDITIONS STATED HEREIN, THE PARTIES MUTUALLY AGREE:

To establish the terms and conditions which define and set forth the financial assistance to be provided by the District for the design and construction of the Alton Regional Multimodal Transportation Center at Robert Wadlow Town Centre (hereafter referred to as the “Project”) on City property located at #1 Golf Road in Alton, Illinois, as illustrated on the “Site Plan” attached hereto and marked as Exhibit B. Additionally, this agreement shall establish the terms and conditions associated with the lease of a portion of the Project facility for use by the District.

Responsibilities and Rights of the District:

1. Financial Assistance: The District agrees to contribute 50% of the remaining local cash balance required for the project, not to exceed $1,000,000.00, as outlined in the attached “Project Budgets” attached hereto and marked as Exhibit C-1 and C-2. The District will make the payments as provided in Section 3 (Payment Schedule) set forth hereinafter.

2. Limitations: The parties agree that the District specifically shall only assist financially with the MCT portions of the project marked as Exhibit D.
3. Payment Schedule: An initial payment of $750,000 shall be contributed by the District, to the City, within sixty (60) days of the execution of this agreement. During the construction of the project, the City shall provide the District with a copy of any financial reports that are provided to FRA or IDOT, specifically indicating the amount of the local match. Additionally, the City will provide the District, on a monthly basis, a calculation of the District’s responsibility for its portion of the local match. Upon completion and acceptance of the Project, a final payment shall be calculated and contributed by the District, to the City, within sixty (60) days and in accordance with Section 1 (Financial Assistance) and Section 2 (Limitations) above.

4. Design and Construction: The District will consult and cooperate with the City in the design and construction of that portion of the project comprising the MCT Transit Transfer Hub (as detailed in the drawings, Plans and Specifications for the Alton Regional Multi-Modal Transportation Center Work Package 1, marked as Exhibit E-1, and Work Package 2, marked as Exhibit E-2, attached hereto and incorporated herein), and the District shall exercise and provide input and oversight over the design and construction of the infrastructure and any structures leased by the District as drawn, demonstrated and identified in Exhibits marked F-1, F-2, F-3 and F-4 (the “Future District Lease Premises”) attached hereto and made a part hereof. During construction, the District may provide City with a daily contact person for the purpose of conducting routine inspections of the Future District Lease Premises and advising City of any suspected construction deficiencies in the infrastructure of structures comprising the Future District Lease Premises.

5. Maintenance: Upon completion of the Project and execution of the Lease Agreement, the District shall maintain its portion of the facilities as outlined in Lease Agreement.

Responsibilities and Rights of the City:

1. Design: The City shall include MCT in the design of the Project to ensure joint use of the facilities constructed.

2. Hold Harmless: Neither the City nor the District can exert control of the design or construction standards of the platform serving the access of passengers entering or exiting trains. Should any claims, complaints, or causes of actions be asserted against the District based upon any alleged violation of the Americans with Disability Act or regulations promulgated in relation thereto, City shall indemnify and hold District harmless from any and all losses, costs, expenses arising out of this Agreement as a result of such claims, complaints or causes of actions related to the access of passengers entering or exiting trains on the platform.

3. Future Improvements: The City shall obtain the District's permission prior to making any changes, additions, or new construction (structures, buildings, or crossings of any kind, as well as utilities or site amenities) to the Future District Leased Premises. All work shall be performed in such a manner suitable to the District and providing for uninterrupted daily bus operations.

4. Ridesharing: The City shall designate an ETC (Employee Transportation Coordinator) and provide preferential carpool/vanpool parking at City Hall and the Alton Police Station to promote ridesharing in the region.

Mutual Responsibilities of the Parties:

1. Lease: The parties agree to enter into a lease agreement (Exhibit G) which shall further establish the conditions for the use of the Project property by the District.
2. **Severability**: In the event that any of the terms or provisions of this Intergovernmental Agreement are declared void or unenforceable for any reason, the remaining terms and conditions of this Intergovernmental Agreement shall remain in full force and effect.

3. **Governing Law**: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

4. **Binding**: The parties each have taken all actions necessary to enter into an Intergovernmental Agreement and this Intergovernmental Agreement is binding on the parties, their successors and assigns. Additionally, this document with Exhibits constitutes the entire agreement between the parties and any modification of this Intergovernmental Agreement must be in writing and signed by each of the respective parties.

This Agreement is being executed in duplicate counterparts, each of which shall be considered an original, and which together shall constitute one and the same document.

---

City of Alton                 Madison County Mass Transit District

________________________________          ________________________________
Mayor         Managing Director

________________________________          ________________________________
Witness        Witness

________________________________          ________________________________
Date                    Date

Approves as to form:                                         Approves as to form:

________________________________          ________________________________
City Attorney         District Attorney
RESOLUTION 14-24

TO COMMIT FINANCIAL SUPPORT TO THE
CITY OF ALTON FOR THE DESIGN AND CONSTRUCTION OF THE
ALTON REGIONAL MULTI-MODAL TRANSPORTATION CENTER AT
ROBERT WADLOW TOWN CENTRE

WHEREAS, on April 16, 2009, President Obama announced a new vision for developing high-speed passenger rail in America. The vision called for a collaborative effort among the Federal Government, States, railroads, and other key stakeholders to help transform America's transportation system through the creation of a national network of high-speed rail corridors; and,

WHEREAS, to achieve this vision, the Federal Railroad Administration (FRA) launched the High-Speed Intercity Passenger Rail (HSIPR) Program in June 2009 as part of the American Recovery and Reinvestment Act (ARRA); and,

WHEREAS, on January 28, 2010, Illinois was selected for a $1.2 billion federal award to bring high-speed passenger rail service to Illinois by 2015-2017; and,

WHEREAS, approximately ninety-nine percent (99%) of the 35 million annual trips made in the Chicago to St. Louis corridor are accomplished through automobile and air travel; and,

WHEREAS, an improved high-speed rail project between Chicago and St. Louis would attract travelers from automobile and air travel by establishing a more balanced modal use of the transportation network, by reducing travel time, increasing service reliability, and enhancing safety; and,

WHEREAS, the Federal Railroad Administration (FRA) is the lead federal agency and the Illinois Department of Transportation (IDOT) is the joint-lead state agency for design and implementation of the designated Chicago to St. Louis High-Speed Rail (HSR) Corridor; and,

WHEREAS, FRA and IDOT determined that current Amtrak stations along the 284 mile St. Louis to Chicago corridor in Pontiac, Dwight, Joliet, Normal, Lincoln, Springfield, Carlinville, and Alton, were in need of either improvement or replacement in order to meet the new design criteria required for High-Speed Rail service; and,

WHEREAS, the leadership of the City of Alton realized the current site of the Alton Amtrak station was inadequate to support significant improvements and had the vision and fortitude to propose a new site located on city property that would allow for the development of a Regional Multi-Modal Transportation Facility; and,

WHEREAS, the City of Alton sought the assistance and resources of the Madison County Mass Transit District to apply for a Transportation Investment Generating Economic Recovery (TIGER) grant to fund the Alton Regional Multi-Modal Transportation Center; and,

WHEREAS, the District partnered with the City in drafting a Regional Multi-Modal project application that included a transit transfer hub, bicycle and pedestrian facilities, indoor passenger waiting area including restrooms, electronic arrival/departure information signs, 350 parking spaces, access roadways, and landscaping; and,

WHEREAS, in 2011, the City of Alton received one of twelve TIGER grants awarded in the Midwest United States, in the amount of $13,850,000; and,
WHEREAS, the TIGER grant requires a local match of $3,462,500, of which $1,437,000 in
donated land and $432,525 of donated utilities by the City of Alton, reduced the current estimated
cash match balance to $1,592,975; and,

WHEREAS, the Madison County Mass Transit District can utilize the benefit of eighty percent
(80%) TIGER grant funding to construct a MCT transit transfer hub at the Alton Multi-Modal
station which would provide connectivity to the many communities that MCT serves; and,

WHEREAS, the Madison County Mass Transit District has the authority and resources to partner
with the City of Alton to equally share in the financial obligation of meeting the remaining cash
match balance; and,

WHEREAS, it is in the best interest of the residents of the District to partner with the City of Alton
and other agencies to fund the construction of the MCT transit transfer hub as part of the Alton
Multi-Modal station within the Chicago to St. Louis High-Speed Rail Corridor.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON
COUNTY MASS TRANSIT DISTRICT THAT:

1. The District enter into an intergovernmental agreement with the City of Alton, that would
commit the District to fund fifty percent (50%) of the estimated remaining cash local match
required to make the Alton Regional Multi-Modal Facility become a reality.

2. The terms and conditions of the intergovernmental agreement will be jointly drafted by the
Legal Counsel of the District and the Legal Counsel of the City of Alton, to be considered
for approval at a future meeting.

3. The Managing Director of the District, Jerry J. Kane, and Legal Counsel for the District,
John T. Papa, are hereby authorized and directed to negotiate the terms and conditions of
the proposed intergovernmental agreement with the City Alton.

ADOPTED by the Madison County Mass Transit District, Madison County, Illinois, on this twenty-
seventh day of February 2014.

Daniel L. Corbett, Chairman

J. Terry Allan

Edward A. Hagmann

Rose Marie Chadwick

Bruce A. Malone

APPROVED as to Form:

John T. Papa, Legal Counsel
CERTIFICATE

I, Erin Werner, do hereby certify that I am the fully qualified and acting Secretary of the Board of Trustees of the Madison County Mass Transit District, and as such Secretary, I am the keeper of the records and files of the Madison County Mass Transit District.

I do further certify that at a duly constituted and legally convened meeting of the Board of Trustees of the Madison County Mass Transit District held on Thursday, February 27, 2014, a resolution was adopted in full accordance and conformity with the by-laws of the Madison County Mass Transit District and the statutes of the State of Illinois, as made and provided, and that the following is a full, complete, and true copy of the pertinent provisions of said Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:

1. The District enter into an intergovernmental agreement with the City of Alton, that would commit the District to fund fifty percent (50%) of the estimated remaining cash local match required to make the Alton Regional Multi-Modal Facility become a reality.

2. The terms and conditions of the intergovernmental agreement will be jointly drafted by the Legal Counsel of the District and the Legal Counsel of the City of Alton, to be considered for approval at a future meeting.

3. The Managing Director of the District, Jerry J. Kane, and Legal Counsel for the District, John T. Papa, are hereby authorized and directed to negotiate the terms and conditions of the proposed intergovernmental agreement with the City Alton.

I further certify that the original of the complete said resolution is on file in the records of the Madison County Mass Transit District in my custody. I do further certify that the foregoing Resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto affixed my official signature as Secretary of the Madison County Mass Transit District on this twenty-seventh day of February 2014.

Erin Werner
## EXHIBIT C-1: TIGER BUDGET

The amounts shown below are accurate as of the date of execution of the agreement, and are subject to change until such time as the project is finalized.

<table>
<thead>
<tr>
<th>Task Name</th>
<th>Approved FRA Budget</th>
<th>Estimated Grantee Cash Obligation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FRA Share</td>
<td>Grantee Match</td>
</tr>
<tr>
<td>1.0 Preliminary Engineering and Property Acquisition</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1 Design and Specifications</td>
<td>$794,257.23</td>
<td>-</td>
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<tr>
<td>1.4 Property Acquisition</td>
<td>$-</td>
<td>$1,228,300.00</td>
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<tr>
<td>2.0 Final Design</td>
<td></td>
<td></td>
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<tr>
<td>2.1 Final Design and Specifications</td>
<td>$521,642.77</td>
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<tr>
<td>3.0(A) Construction WP #1 (Actual)</td>
<td></td>
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</tr>
<tr>
<td>3.1 Site Preparation and Grading</td>
<td>$1,167,291.06</td>
<td>$193,258.14</td>
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<tr>
<td>3.2 Water Line (In-kind by Alton)</td>
<td>$-</td>
<td>$187,296.05</td>
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<tr>
<td>3.2 Other Site Utilities</td>
<td>$128,636.19</td>
<td>$21,297.17</td>
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<td>3.6 Landscaping</td>
<td>$87,297.00</td>
<td>$14,453.00</td>
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<tr>
<td>3.7 Construction Oversight</td>
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<tr>
<td>3.0(B) Construction WP #2</td>
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<td></td>
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<tr>
<td>3.1 Site Preparation and Grading</td>
<td>$911,829.58</td>
<td>$159,859.57</td>
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<tr>
<td>3.2(1) Site Utilities (RCS)</td>
<td>$899,486.33</td>
<td>$157,695.58</td>
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<td>3.2(2) Site Utilities (Water-by others/In-kind by Alton)</td>
<td>$-</td>
<td>$100,000.00</td>
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<td>3.2(3) Site Utilities (Electric-by others)</td>
<td>$297,791.91</td>
<td>$52,208.09</td>
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<td>3.2(4) Site Utilities (Gas-by others)</td>
<td>$25,525.02</td>
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<td>3.2(5) Site Utilities (Fiber-by others)</td>
<td>$17,016.68</td>
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<td>3.2(6) Site Utilities (Phone-by others)</td>
<td>$12,762.51</td>
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<tr>
<td>3.3 Access and Signage</td>
<td>$2,564,919.38</td>
<td>$449,674.93</td>
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<tr>
<td>3.4 Parking</td>
<td>$2,137,319.88</td>
<td>$374,709.31</td>
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<tr>
<td>3.5 Bus Terminal</td>
<td>$1,622,215.11</td>
<td>$284,402.49</td>
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<tr>
<td>3.6 Landscaping</td>
<td>$638,751.87</td>
<td>$111,984.30</td>
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<td>3.7 Construction Oversight</td>
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<tr>
<td>4.0 Administration Support</td>
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<tr>
<td>4.1 Administration (City Personnel/PM/Rent)</td>
<td>$432,100.00</td>
<td>-</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$13,850,000.00</strong></td>
<td><strong>$3,462,500.00</strong></td>
</tr>
</tbody>
</table>

Note: MCT is furnishing 6 quad unit bike lockers resulting in a reduction of project expense in the amount of $78,416.00. MCT’s local match obligation for the Bus Terminal will be reduced from the amount shown above by an amount of $15,683.20, or 20% of the $78,416.00.
<table>
<thead>
<tr>
<th>Task Name</th>
<th>IDOT Share</th>
<th>Grantee Match</th>
<th>Total Cost</th>
<th>MCT Portion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0 Preliminary Engineering and Property Acquisition</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>1.1 Design and Specifications</td>
<td>$</td>
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<td>$</td>
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<tr>
<td>2.0 Final Design</td>
<td>$ 269,000.00</td>
<td>$</td>
<td>$ 269,000.00</td>
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<tr>
<td>3.0 Construction Station/Platform</td>
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<td>$ 4,093,100.00</td>
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<td>3.1 Station</td>
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<td>$ 1,078,925.00</td>
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<tr>
<td>4.0 Soft Costs/Contingency</td>
<td>$ 475,072.00</td>
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<td>$ 475,072.00</td>
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<td>4.1 Construction Management</td>
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<tr>
<td>4.2 Construction Administration</td>
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<td>$ 50,000.00</td>
<td>$</td>
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<tr>
<td>4.3 Amtrak Relocation</td>
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<td>$ 480,337.00</td>
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<tr>
<td>4.4 Project Contingency</td>
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<td>$</td>
<td>$</td>
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<tr>
<td>TOTAL</td>
<td>$ 6,496,434.00</td>
<td>$</td>
<td>$ 6,496,434.00</td>
<td>$</td>
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</tbody>
</table>
ALTON REGIONAL MULTIMODAL TRANSPORTATION CENTER
WORK PACKAGE 1 "ROUGH GRADING"

US DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION
TIGER GRANT FR-TII-0017-13-01-00

LOCATION

OWNERS

CITY OF ALTON

101 EAST THIRD STREET

ALTON, ILLINOIS 62002

Phone: (618) 466-2820

Fax: (618) 469-5872

MACADON COUNTY TRANSIT DISTRICT

ONE TRANSIT WAY

GRANITE CITY, ILLINOIS 62038

Phone: (618) 694-6200

Fax: (618) 721-7347

CONSULTANTS

CIVIL & STRUCTURAL ENGINEER

LINEAU ASSOCIATES, INC., P.C.

133 NORTH RESEARCH DRIVE

EDWARDSVILLE, ILLINOIS 62025

Phone: (618) 694-1250

Fax: (618) 694-1251

LANDSCAPE ARCHITECT

Massie Massie Associates

2315 SOUTH EMERSON STREET

SPRINGFIELD, ILLINOIS 62704

Phone: (217) 544-2222

Fax: (217) 544-2225

GEOTECHNICAL

TSI ENGINEERING, INC.

129 ASHLEY STREET

BLOOMINGTON-Normal, ILLINOIS 61701

Phone: (309) 444-2354

Fax: (309) 444-2355

SHEET INDEX

CIVIL

L-1

CITY OF ALTON

L-2

MACADON COUNTY TRANSIT DISTRICT

L-3

CIVIL & STRUCTURAL ENGINEER

L-4

LINEAU ASSOCIATES, INC., P.C.

L-5

LANDSCAPE ARCHITECT

Massie Massie Associates

L-6

GEOTECHNICAL

TSI ENGINEERING, INC.

LANDSCAPING

L-7

L-8

L-9

L-10

EXHIBIT E-1

JULY 22, 2015

CONSTRUCTION SET
ALTON REGIONAL MULTI-MODAL TRANSPORTATION CENTER
ALTON, ILLINOIS

Work Package 1
“Rough Grading”

Owner:
City of Alton
101 East Third Street
Alton, Illinois 62002

Date:
July 22, 2015

Civil Engineer:
Juneau Associates, Inc., P.C.
100 North Research Drive
Edwardsville, Illinois 62025
Phone: (618) 659-0900
Fax: (618) 659-0941

Geotechnical Engineer:
TSI Engineering, Inc.
5850 Arsenal Street
St. Louis, Missouri 63139
Phone: (314) 644-3134
Fax: (314) 644-3135

Landscape Consultant:
Massie & Massie Associates
1210 South 5th Street
Springfield, Illinois 62703
Phone: (217) 544-3210
Fax: (217) 544-3214
ALTON REGIONAL MULTI MODAL TRANSPORTATION CENTER
ALTON, ILLINOIS

Work Package 2
"Final Construction"

VOLUME 1

Owner:
City of Alton
101 East Third Street
Alton, Illinois 62002

Date:
January 29, 2016

Civil Engineer:
Juneau Associates, Inc., P.C.
100 North Research Drive
Edwardsville, Illinois 62025
Phone: (618) 659-0900
Fax: (618) 659-0941

Architect:
AAIC inc.
One Design Mesa
Collinsville, Illinois 62234
Phone: (618) 345-1270
Fax: (618) 345-1282

MEP Consultant:
Woolpert, Inc
343 Fountains Parkway, Suite 220
Fairview Heights, Illinois 62008
Phone: (618) 632-7004
Fax: (618) 632-0100

Landscape Consultant:
Massie & Massie Associates
1210 South 5th Street
Springfield, Illinois 62703
Phone: (217) 544-3210
Fax: (217) 544-3214
EXHIBIT E-2

ALTON REGIONAL MULTI MODAL TRANSPORTATION CENTER

ALTON, ILLINOIS

Work Package 2
"Final Construction"

VOLUME 2A

Owner:
City of Alton
101 East Third Street
Alton, Illinois 62002

Date:
January 29, 2016

Civil Engineer:
Juneau Associates, Inc., P.C.
100 North Research Drive
Edwardsville, Illinois 62025
Phone: (618) 659-0900
Fax: (618) 659-0941

Architect:
AAIC inc.
One Design Mesa
Collinsville, Illinois 62234
Phone: (618) 345-1270
Fax: (618) 345-1282

MEP Consultant:
Woolpert, Inc
343 Fountains Parkway, Suite 220
Fairview Heights, Illinois 62008
Phone: (618) 632-7004
Fax: (618) 632-0100

Landscape Consultant:
Massie & Massie Associates
1210 South 5th Street
Springfield, Illinois 62703
Phone: (217) 544-3210
Fax: (217) 544-3214
ALTON REGIONAL MULTI MODAL TRANSPORTATION CENTER

ALTON, ILLINOIS

Work Package 2
"Final Construction"

VOLUME 2B

Owner:
City of Alton
101 East Third Street
Alton, Illinois 62002

Date:
January 29, 2016

Civil Engineer:
Juneau Associates, Inc., P.C.
100 North Research Drive
Edwardsville, Illinois 62025
Phone: (618) 659-0900
Fax: (618) 659-0941

Architect:
AAIC inc.
One Design Mesa
Collinsville, Illinois 62234
Phone: (618) 345-1270
Fax: (618) 345-1282

MEP Consultant:
Woolpert, Inc
343 Fountains Parkway, Suite 220
Fairview Heights, Illinois 62008
Phone: (618) 632-7004
Fax: (618) 632-0100

Landscape Consultant:
Massie & Massie Associates
1210 South 5th Street
Springfield, Illinois 62703
Phone: (217) 544-3210
Fax: (217) 544-3214
EXHIBIT E-2

ALTON REGIONAL MULTI MODAL TRANSPORTATION CENTER

ALTON, ILLINOIS

Work Package 2
"Final Construction"

VOLUME 2C

Owner:
City of Alton
101 East Third Street
Alton, Illinois 62002

Date:
January 29, 2016

Civil Engineer:
Juneau Associates, Inc., P.C.
100 North Research Drive
Edwardsville, Illinois 62025
Phone: (618) 659-0900
Fax: (618) 659-0941

Architect:
AAIC inc.
One Design Mesa
Collinsville, Illinois 62234
Phone: (618) 345-1270
Fax: (618) 345-1282

MEP Consultant:
Woolpert, Inc
343 Fountains Parkway, Suite 220
Fairview Heights, Illinois 62008
Phone: (618) 632-7004
Fax: (618) 632-0100

Landscape Consultant:
Massie & Massie Associates
1210 South 5th Street
Springfield, Illinois 62703
Phone: (217) 544-3210
Fax: (217) 544-3214
LEASE
AND
INTERGOVERNMENTAL AGREEMENT
BETWEEN
MADISON COUNTY MASS TRANSIT DISTRICT
AND
THE CITY OF ALTON

FOR THE LEASE OF CERTAIN PROPERTY FROM THE CITY OF ALTON
TO OPERATE AND MAINTAIN A
MASS TRANSIT TERMINAL IN THE CITY OF ALTON

This Lease and Intergovernmental Agreement is entered into between Madison County Mass Transit District, One Transit Way, Granite City, Illinois 62040, (hereinafter DISTRICT) and the City of Alton, 101 East Third Street, Alton, Illinois 62002, (hereinafter CITY) for the purpose of the operation and maintenance of a Mass Transit Terminal on the subject real estate. In consideration for the promises, covenants, terms and conditions stated herein, the parties mutually agree as follows:

1. This Lease and Intergovernmental Agreement is entered into pursuant to the authority granted by the 1970 Illinois Constitution, Article VII, Section 10, Intergovernmental Cooperation and the Intergovernmental Corporation Act, 5 ILCS 220/1 et. seq.

2. The District has participated in funding the construction, operation, and maintenance of a Mass Transit Terminal and Alton Regional Multi-Modal Transportation Facility. That the District desires to operate and maintain the portion of these facilities dedicated to the Mass Transit Terminal.

3. That the property to be leased, operated and maintained by the District are described, demonstrated, identified and shown in Exhibits F-1, F-2, F-3 and F-4 attached hereto and made a part hereof prepared by Juneau and Associates.

4. In consideration for the sum of $1.00 per year, which amount may be paid in advance, and other good and valuable consideration received by the City, relative to this transportation project City hereby Leases the described portions of the facilities to the District for a term of forty (40) years beginning on or about _____________, 2016.

5. The purpose of this Lease and Agreement is for the District to operate and maintain a Mass Transit Terminal in the City of Alton. The City hereby warrants, informs and ensures the District that the use of the premises in question as proposed is in fact in compliance with the building and zoning laws of the City of Alton and that no zoning hearings or approvals will be required.

6. The District and its agents and employees shall have reasonable right to enter upon the subject real estate to view and inspect the premises in order to comply with its obligations as stated hereinabove. The District shall be solely responsible for, and shall pay, save and hold harmless the City from any and all damages and injuries incurred by such inspections or other procedures. It is the intent of this paragraph that all such entries for inspections or other procedures shall specifically include returning the subject real estate to the condition it was in immediately before inspection or other procedures.
7. Until the District takes possession of its portion of the Facilities, the real estate and risk of loss shall at all times remain in the possession, ownership and control of the City. The possession of the premises shall be delivered to the District at a time mutually agreed to by and between the Parties.

8. The transfer or execution of the Lease shall take place within thirty (30) days of the request to do so on the part of the District.

9. It is anticipated that the District will contribute an amount of less than $1,000,000.00 toward the construction of the Facilities, and that the Facilities will benefit the citizens of Alton and the businesses surrounding the transit terminal. The benefit to the City, and the consideration referred to in Paragraph 4 above, constitutes the sole consideration paid for by the District to the City, and the City agrees to Lease the property herein in consideration for the benefits and mutual promises, covenants, terms and conditions contained herein.

10. Time is of the essence.

11. This Agreement shall be binding on the parties, their successors, and assigns. It is anticipated by the Parties that this Lease and Agreement may be recorded with the Madison County Recorder of Deeds, or filed with the corporate authorities of each Party.

12. The District may terminate this Lease and Agreement at any time by giving thirty (30) days prior notice to the City of Alton.

13. All correspondence and notices to be given by either party to the other pursuant to this Lease and Agreement shall be given in writing by personal delivery or certified mail, return receipt requested and delivered to the applicable address set forth below:

If to Madison County Mass Transit District:

Madison County Mass Transit District
Attn: Managing Director
One Transit Way
P.O. Box 7500
Granite City, IL 62040

If to the City of Alton:

City of Alton
Attn: Mayor
101 East Third Street
Alton, IL 62002

14. Throughout the term of this Lease, neither the City of Alton nor the District shall discriminate against any person or class of person based upon their race, disability, sex, national origin or religion.

15. Each party warrants to the other that it has taken any and all actions necessary to enter into this Lease and Agreement, that the below stated individuals have full authority to
execute this Lease and Agreement and that all ordinances and resolutions necessary to implement this Lease and Agreement have been passed and duly adopted and this Lease and Agreement is fully binding on the parties, their heirs, successors and assigns.

16. This Lease and Agreement may be assigned, modified, amended or extended by mutual agreement of the Parties hereto expressed in writing.

17. Any dispute regarding the interpretation, application or understanding between the Parties relative to the terms and conditions hereof shall be resolved through mediation with a mediator selected by agreement of the Parties. Should said mediation not resolve the dispute, the Parties may exercise any and all legal remedies available to them.

Dated this __________ day of ________________, 2016.

Madison County Mass Transit District

Attest:  

Managing Director

_______________________________ 

City of Alton, Illinois

Attest:  

Mayor

_______________________________

Approved as to Form:

_______________________________

John T. Papa, Attorney for 
Madison County Mass Transit District

_______________________________

James Schrempf, Attorney for the 
City of Alton
RESOLUTION 17-11

AUTHORIZING THE AWARD OF CONTRACT
FOR THE PURCHASE AND DELIVERY OF 7-PASSENGER MINIVANS
FOR SERVICE IN THE RIDEFINDERS REGIONAL VANPOOL PROGRAM

WHEREAS, the Madison County Mass Transit District (District) was chosen by the St. Louis region’s Metropolitan Planning Organization, the East West Gateway Council of Governments, to administer the area’s regional rideshare program known as RideFinders; and,

WHEREAS, RideFinders offers a variety of successful programs for the region’s commuting public, including a vanpool program for groups commuting to common employment centers, thereby reducing traffic congestion and air pollution; and,

WHEREAS, the District initiated a procurement for the purchase and delivery of 7-passenger minivans for the RideFinders program; and,

WHEREAS, a single bid was received from Wright Automotive, of Hillsboro, Illinois, in the amount of twenty thousand, seven hundred ten dollars ($20,710) per vehicle; and,

WHEREAS, a price analysis concluded the bid price to be fair and reasonable and the firm has the capacity to provide the vehicles as specified; and,

WHEREAS, it has been determined to be in the best interest of the District to award a contract to Wright Automotive, of Hillsboro, Illinois, for the purchase and delivery of seven (7) 7-passenger minivans; and,

WHEREAS, Congestion Mitigation and Air Quality (CMAQ) grant funds are available, through a grant administered by the Federal Transit Administration, for the entire purchase of the vehicles, therefore requiring no local match by the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:

1. Madison County Mass Transit District award a contract to Wright Automotive, Inc., Hillsboro, Illinois, for the purchase and delivery of seven (7) 7-passenger minivans at a unit price of twenty thousand, seven hundred ten dollars ($20,710) per vehicle. The total contract amount is one hundred forty-four thousand, nine hundred seventy dollars ($144,970) for the purchase and delivery of seven (7) 2017 model year Dodge Grand Caravan SE vehicles for use in the RideFinders Vanpool Program.

2. Daniel L. Corbett, Chairman, J. Terry Allan, Vice Chairman, and/or Jerry J. Kane, Managing Director, of the Madison County Mass Transit District, are hereby authorized and directed to take all action necessary to execute, complete, and perform all obligations associated with the contract, including any and all change orders on behalf of and in a manner most beneficial to the Madison County Mass Transit District.
ADOPTED by the Madison County Mass Transit District, Madison County, Illinois, on this twenty-seventh day of October 2016.

Daniel L. Corbett, Chairman

J. Terry Allan

Edward A. Hagnauer

Rose Marie Chadwick

Bruce C. Malone

Bruce A. Malone

APPROVED as to Form:

John T. Papa, Legal Counsel
CERTIFICATE

I, Erin Werner, do hereby certify that I am the fully qualified and acting Secretary of
the Board of Trustees of the Madison County Mass Transit District, and as such
Secretary, I am the keeper of the records and files of the Madison County Mass
Transit District.

I do further certify that at a duly constituted and legally convened meeting of the
Board of Trustees of the Madison County Mass Transit District held on Thursday,
October 27, 2016, a resolution was adopted in full accordance and conformity with
the by-laws of the Madison County Mass Transit District and the statutes of the
State of Illinois, as made and provided, and that the following is a full, complete, and
true copy of the pertinent provisions of said Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE
MADISON COUNTY MASS TRANSIT DISTRICT THAT:

1. Madison County Mass Transit District award a contract to Wright Automotive,
   Inc., Hillsboro, Illinois, for the purchase and delivery of seven (7) 7-passenger
   minivans at a unit price of twenty thousand, seven hundred ten dollars
   ($20,710) per vehicle. The total contact amount is one hundred forty-four
   thousand, nine hundred seventy dollars ($144,970) for the purchase and
delivery of seven (7) 2017 model year Dodge Grand Caravan SE vehicles for
   use in the RideFinders Vanpool Program.

2. Daniel L. Corbett, Chairman, J. Terry Allan, Vice Chairman, and/or Jerry J.
   Kane, Managing Director, of the Madison County Mass Transit District, are
   hereby authorized and directed to take all action necessary to execute,
   complete, and perform all obligations associated with the contract, including
   any and all change orders on behalf of and in a manner most beneficial to the
   Madison County Mass Transit District.

I further certify that the original of the complete said resolution is on file in the
records of the Madison County Mass Transit District in my custody. I do further
certify that the foregoing Resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto affixed my official signature as Secretary
of the Madison County Mass Transit District on this twenty-seventh day of October
2016.

[Signature]

Erin Werner
To: Board of Trustees  
From: Jerry Kane, Managing Director  
       Penny Brown, Procurement Specialist  
Subject: 7-Passenger Minivans No. 17-1-11300  
Date: October 14, 2016

On September 27, 2016, the District issued a Request for Bids (RFB) for the purchase and delivery of 7-passenger minivans for the RideFinders program. A single bid was received from Wright Automotive Inc. located in Hillsboro, Illinois.

The RFB was sent to 11 companies. Because only one bid was received, an adequacy of competition review was conducted in order to determine if the single bid could be accepted or if the project would need to be rebid. The results of the review concluded that competition was adequate and the single bid could be accepted.

A price analysis deemed the bid price of $20,710.00 per vehicle from Wright Automotive Inc. as fair and reasonable. A responsibility determination review concluded that they have the capacity to provide the vehicles as described in the RFB.

Recommendation is being made for a contract award in the amount of $144,970 to Wright Automotive Inc. to purchase a quantity of seven (7) minivans.

Full funding is available for this purchase through a Congestion Mitigation and Air Quality (CMAQ) grant administered by the Federal Transit Administration.
RESOLUTION 17-12

AUTHORIZING THE AWARD OF CONTRACT
FOR THE LEASE OF RIDEFINDERS ACCOUNT REPRESENTATIVE VEHICLES

WHEREAS, the Madison County Mass Transit District (District) was created in December 1980 by resolution of the Madison County Board pursuant to Section 3 of the Local Mass Transit District Act, approved July 21, 1959, as amended (70 ILCS 3610/1 et. seq.); and,

WHEREAS, the District was chosen by the St. Louis region’s metropolitan planning organization, the East-West Gateway Council of Governments, to administer the St. Louis Regional Rideshare Program known as RideFinders; and,

WHEREAS, it has been determined that RideFinders is in need of three (3) vehicles to be utilized by staff for promoting and marketing the St. Louis Regional Rideshare Program; and,

WHEREAS, the District, in accordance with the guidelines and regulations set forth, initiated a procurement for the lease of three (3) new 5-passenger vehicles for a 3-year term; and,

WHEREAS, the Madison County Mass Transit District, having successfully completed said procurement, has identified Sutton Leasing, Inc., of Sterling Heights, Michigan, with a bid price of three hundred nineteen dollars and seventy-nine cents ($319.79) monthly lease rate per vehicle, as the lowest responsive and responsible bidder for the lease of three (3) 2017 Ford Focus SE sedans for a 3-year term, subject to additional charges of ten (10) cents per mile for exceeding the allowed mileage and any costs associated with excessive wear and tear; and,

WHEREAS, Congestion Mitigation and Air Quality funds are available from marketing and outreach grants with the Missouri Highways and Transportation Commission and the Illinois Department of Transportation, for the entire project cost, therefore requiring no local match by the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:

1. Madison County Mass Transit District award a contract to Sutton Leasing, Inc., Sterling Heights, Michigan, in the amount of thirty-four thousand, five hundred thirty-seven dollars and thirty-two cents ($34,537.32) for the lease of three 2017 Ford Focus SE sedans for a 3-year term, subject to additional charges of ten (10) cents per mile for exceeding the allowed mileage and any costs associated with excessive wear and tear.

2. Daniel L. Corbett, Chairman, J. Terry Allan, Vice Chairman, and/or Jerry J. Kane, Managing Director, of the Madison County Mass Transit District, are hereby authorized and directed to take all action necessary to execute, complete, and perform all obligations associated with the contract, including any and all change orders, on behalf of and in a manner most beneficial to the Madison County Mass Transit District.
ADOPTED by the Madison County Mass Transit District, Madison County, Illinois, on this twenty-seventh day of October 2016.

[Signatures]

Daniel L. Corbett, Chairman

J. Terry Allan
Edward A. Hagnauer

Rose Marie Chadwick
Bruce C. Malone

APPROVED as to Form:

[Signature]

John T. Papa, Legal Counsel
CERTIFICATE

I, Erin Werner, do hereby certify that I am the fully qualified and acting Secretary of the Board of Trustees of the Madison County Mass Transit District, and as such Secretary, I am the keeper of the records and files of the Madison County Mass Transit District.

I do further certify that at a duly constituted and legally convened meeting of the Board of Trustees of the Madison County Mass Transit District held on Thursday, October 27, 2016, a resolution was adopted in full accordance and conformity with the by-laws of the Madison County Mass Transit District and the statutes of the State of Illinois, as made and provided, and that the following is a full, complete, and true copy of the pertinent provisions of said Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:

1. Madison County Mass Transit District award a contract to Sutton Leasing, Inc., Sterling Heights, Michigan, in the amount of thirty-four thousand, five hundred thirty-seven dollars and thirty-two cents ($34,537.32) for the lease of three 2017 Ford Focus SE sedans for a 3-year term, subject to additional charges of ten (10) cents per mile for exceeding the allowed mileage and any costs associated with excessive wear and tear.

2. Daniel L. Corbett, Chairman, J. Terry Allan, Vice Chairman, and/or Jerry J. Kane, Managing Director, of the Madison County Mass Transit District, are hereby authorized and directed to take all action necessary to execute, complete, and perform all obligations associated with the contract, including any and all change orders, on behalf of and in a manner most beneficial to the Madison County Mass Transit District.

I further certify that the original of the complete said resolution is on file in the records of the Madison County Mass Transit District in my custody. I do further certify that the foregoing Resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto affixed my official signature as Secretary of the Madison County Mass Transit District on this twenty-seventh day of October 2016.

__________________________
Erin Werner
To: Board of Trustees  
From: Jerry Kane, Managing Director  
Penny Brown, Procurement Specialist  
Subject: RF Vehicles Lease No. 17-1-02702R1  
Date: October 20, 2016

The District solicited bids for a 3-year lease of three (3) new 5-passenger vehicles to be utilized by RideFinders staff for promoting and marketing the St. Louis Regional rideshare program. Bids were received from four (4) firms.

Sutton Leasing, Inc. was identified as the apparent low bidder. They bid two different vehicles. Their lowest bid price was deemed non-responsive due to the vehicle offered not meeting the District’s requirements. The second lowest bid price of theirs was deemed responsive. Based on a price analysis, their bid of $319.79 has been deemed fair and reasonable. A responsibility determination review concluded they have the capacity to provide the vehicles as required.

Recommendation is being made for a contract award to the lowest responsive and responsible bidder, Sutton Leasing Inc., with a 3-year contract value of $34,537.32 for three 2017 Ford Focus SE vehicles, subject to additional charges of 10 cents per mile for exceeding the allowed mileage and any costs associated with excessive wear and tear.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid Price*</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sutton Leasing, Inc. Sterling Heights, MI</td>
<td>$315.88</td>
<td>Non-responsive</td>
</tr>
<tr>
<td>Sutton Leasing, Inc. Sterling Heights, MI</td>
<td>$319.79</td>
<td>Award recommendation</td>
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<tr>
<td>The Bancorp Orlando, FL</td>
<td>$330.71</td>
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<td>Acme Auto Leasing North Haven, CT</td>
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<tr>
<td>Advantage Leasing Associates Towson, MD</td>
<td>$367.00</td>
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</tr>
</tbody>
</table>

*Monthly lease rate per vehicle

This project has 100% CMAQ funding available from marketing and outreach grants with the Missouri Highways and Transportation Commission and the Illinois Department of Transportation.