AGENDA

Board of Trustees Meeting
Madison County Mass Transit District
9:00 a.m., Thursday, November 21, 2019
One Transit Way, Granite City, Illinois

<u>Section</u>	<u>lte</u>		Office Transit Way, Graffile City, Illinois		
	Pl	edge of Allegiance.			
	Ca	ıll to Order: Roll Call.			
	Pι	iblic Comments.			
l.		onsideration of the minutes of the October 31, 2019 regular inclusion in the official records of the District.	ar meeting	Approval	
II.	<u>Fii</u>	nancial:			
	A.	Payments and Claims: Consideration of the October 2019 of payment.	claims for	Approval	
	В.	Monthly Financial Report: Review of the monthly financial re October 31, 2019.	ecords as of	Approval	
	C.	Resolution 20-13 Authorizing an Additional Individual to Traffor the Madison County Mass Transit District.	nsfer Funds	Approval	
	D.	Resolution 20-14 Authorizing an Additional Individual to Traffor the Madison County Mass Transit District (Illinois Funds)		Approval	
	E.	Discussion on District's Cash Reserve Policy for Operating a Budgets.	and Capital	Discussion	
III.	<u>Tr</u>	ansit Service:			
	A.	Managing Director's Report: Jerry J. Kane.		Information	
	В.	Resolution 20-15 Authorizing the Award of Contract for the I Tractor.	Purchase of a	Approval	
	C.	Resolution 20-16 Authorizing Transportation Assistance for Disabled Individuals Serviced by Venice Township, the City and Soup-n-Share Outreach Program.		Approval	
	D.	Resolution 20-17 Approving the Extension of an Agreement Madison County Mass Transit District and The Bi-State Dev Agency of The Missouri-Illinois Metropolitan District.		Approval	
IV.	<u>Ot</u>	her Business:			
	A.	Approval to Send a Letter to the Metro East Park and Recre (MEPRD) Board to Request Allocation of Additional Funds f County for Bike Trails in Their Future Budgets.		Approval	
	B.	Approval to Send a Letter to Madison County Chairman and Finance Committee for Possible Funding From Additional M Funds to be Received by Madison County for Bike Path Enhand Expansion.	lotor Fuel Tax	Approval	

AGENDA Board of Trustees Meeting

Madison County Mass Transit District 9:00 a.m., Thursday, November 21, 2019 One Transit Way, Granite City, Illinois

- V. 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. Approval of Executive Session Minutes of the October 31, 2019 Executive Session for Inclusion in the Official Executive Session Records of the District.

Approval

<u>Adjournment</u> Approval

MINUTES

Board of Trustees Meeting

Madison County Mass Transit District One Transit Way, Granite City, Illinois 9:00 a.m., Thursday, October 31, 2019

Pledge of Allegiance

Trustee Hagnauer led the reciting of the Pledge of Allegiance.

Call to Order: Roll Call

Chairman Jedda called the meeting to order at 9:02 a.m.

MEMBERS PRESENT:

J. Terry Allan, Christopher C. Guy, Edward Hagnauer,

Ronald L. Jedda, and J. Kelly Schmidt.

MEMBER ABSENT:

None

OTHERS PRESENT:

Jerry J. Kane, Managing Director; Michelle Domer, ACT; Mark Steyer, ACT; SJ Morrison, ACT; Donna Price, ACT;

Tonya Genovese, Legal Counsel, Scott Weber and

Drew Nicol, Scheffel Boyle.

I. <u>Consideration of the Minutes of the September 26, 2019 Regular Meeting for Inclusion in the Official Records of the District.</u>

TRUSTEE ALLAN MADE THE MOTION, SECONDED BY TRUSTEE SCHMIDT, TO APPROVE THE MINUTES OF THE SEPTEMBER 26, 2019 REGULAR MEETING FOR INCLUSION IN THE OFFICIAL RECORDS OF THE DISTRICT.

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN	AYE
CHRISTOPHER C. GUY	AYE
EDWARD HAGNAUR	AYE
RONALD JEDDA	AYE
J. KELLY SCHMIDT	AYE

ALL AYES. NO NAYS. MOTION CARRIED.

II. Financial

A. <u>Payments and Claims: Consideration of the September 2019 claims for payment:</u> Managing Director Jerry Kane submitted the payments and claims.

TRUSTEE HAGNAUER MADE THE MOTION, SECONDED BY TRUSTEE ALLAN, TO APPROVE THE PAYMENTS AND CLAIMS, **EXCLUDING** THE PAYMENTS AND CLAIMS TO THE CITY OF GRANITE CITY.

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN AYE
CHRISTOPHER C. GUY AYE
EDWARD HAGNAUER AYE
RONALD JEDDA AYE
J. KELLY SCHMIDT AYE

ALL AYES. NO NAYS. MOTION CARRIED.

TRUSTEE GUY MADE THE MOTION, SECONDED BY TRUSTEE ALLAN, TO APPROVE THE PAYMENTS AND CLAIMS TO THE CITY OF GRANITE CITY.

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN AYE CHRISTOPHER C. GUY AYE

EDWARD HAGNAUER ABSTAINED

RONALD JEDDA AYE
J. KELLY SCHMIDT AYE

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

B. Monthly Financial Report: Review of the monthly financial records as of September 30, 2019: Managing Director Jerry Kane submitted the report.

TRUSTEE SCHMIDT MADE THE MOTION, SECONDED BY TRUSTEE GUY TO APPROVE THE MONTHLY FINANCIAL REPORT AS OF SEPTEMBER 30, 2019.

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN AYE
CHRISTOPHER C. GUY
EDWARD HAGNAUER
RONALD JEDDA
AYE
J. KELLY SCHMIDT
AYE

ALL AYES. NO NAYS. MOTION CARRIED.

 C. <u>Presentation of the FY2019 Audit</u>: Scott Weber, Scheffel Boyle, Presented the FY 2019 Audit.

TRUSTEE HAGNAUER MADE THE MOTION, SECONDED BY TRUSTEE GUY, TO ACCEPT THE FY2019 AUDIT AS PRESENTED.

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN AYE
CHRISTOPHER C. GUY
EDWARD HAGNAUER
RONALD JEDDA
AYE
J. KELLY SCHMIDT
AYE

ALL AYES. NO NAYS. MOTION CARRIED

D. District's Financial Reserves Policy

Chairman Jedda asked Mr. Kane to work with his staff to create a Financial Reserves Policy for the District with amounts allocated to capital funds and operating funds. The Policy should be brought back to the Board for recommendation at a future meeting.

III. Transit Service

- A. Managing Director's Report: Jerry Kane presented the report.
 - 1. Proposed February 2020 service changes:

TRUSTEE HAGNAUER MADE THE MOTION, SECONDED BY TRUSTEE ALLAN, TO APPROVE THE FEBRUARY 2020 SERVICE CHANGES AS PRESENTED.

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN	AYE
CHRISTOPHER C. GUY	AYE
EDWARD HAGNAUER	AYE
RONALD JEDDA	AYE
J. KELLY SCHMIDT	AYE

ALL AYES. NO NAYS. MOTION CARRIED.

- B. TRUSTEE ALLAN MADE THE MOTION, SECONDED BY TRUSTEE GUY, TO APPROVE THE FOLLOWING RESOLUTION.
 - 20-02 AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE AGREEMENT TO PROVIDE MANAGEMENT SERVICES AND OPERATE PUBLIC TRANSIT SERVICES BETWEEN MADISON COUNTY MASS TRANSIT DISTRICT AND THE AGENCY FOR COMMUNITY TRANSIT, INC.

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN	AYE
CHRISTOPHER C. GUY	AYE
EDWARD HAGNAUER	AYE
RONALD JEDDA	AYE
J. KELLY SCHMIDT	AYE

ALL AYES. NO NAYS. MOTION CARRIED.

- C. TRUSTEE SCHMIDT MADE THE MOTION, SECONDED BY TRUSTEE HAGNAUER, TO APPROVE THE FOLLOWING RESOLUTION.
 - 20-11 AUTHORIZING THE ADOPTION OF THE MADISON COUNTY MASS TRANSIT DISTRICT'S REVISED PROCUREMENT POLICIES AND PRACTICES.

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN AYE
CHRISTOPHER C. GUY
EDWARD HAGNAUER AYE
RONALD JEDDA AYE
J. KELLY SCHMIDT AYE

ALL AYES. NO NAYS. MOTION CARRIED.

D. TRUSTEE HAGNAUER MADE THE MOTION, SECONDED BY TRUSTEE GUY, TO AMEND THE LANGUAGE IN ITEM 4 OF THE FOLLOWING RESOLUTION SO IT READS THAT ONE OF THE TWO, CHAIRMAN OR VICE CHAIR AND THE MANAGING DIRECTOR ARE HEREBY AUTHORIZED AND DIRECTED TO TAKE ALL ACTION NECESSARY TO EXECUTE, COMPLETE, AND PERFORM ALL OBLIGATIONS ASSOCIATED WITH THE AGREEMENT, INCLUDING ANY AND ALL CHANGE ORDERS, AND TO TAKE ANY SUCH FURTHER ACTIONS AS ARE NECESSARY AND APPROPRIATE ON BEHALF OF AND IN A MANNER MOST BENEFICIAL TO THE MADISON COUNTY MASS TRANSIT DISTRICT.

20-12 AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR LAND ACQUISITION SERVICES

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN	AYE
CHRISTOPHER C. GUY	AYE
EDWARD HAGNAUER	AYE
RONALD JEDDA	AYE
J. KELLY SCHMIDT	AYE

ALL AYES. NO NAYS. MOTION CARRIED.

TRUSTEE SCHMIDT MADE THE MOTION, SECONDED BY TRUSTEE GUY, TO APPROVE THE FOLLOWING **AMENDED** RESOLUTION.

20-12 AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR LAND ACQUISITION SERVICES

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN	AYE
CHRISTOPHER C. GUY	AYE
EDWARD HAGNAUER	AYE
RONALD JEDDA	AYE
J. KELLY SCHMIDT	AYE

ALL AYES. NO NAYS. MOTION CARRIED.

IV. Other Business

No items were presented.

Public Comments

No public comments were presented.

V. 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 SCHMIDT MADE THE MOTION, SECONDED BY TRUSTEE ALLAN, TO MOVE INTO 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
CHRISTOPHER C. GUY	AYE
EDWARD HAGNAUER	AYE
RONALD JEDDA	AYE
J. KELLY SCHMIDT	AYE

ALL AYES. NO NAYS. MOTION CARRIED.

TRUSTEE GUY MADE THE MOTION, SECONDED BY TRUSTEE HAGNAUER TO RETURN TO REGULAR SESSION.

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN	AYE
CHRISTOPHER C. GUY	AYE
EDWARD HAGNAUER	AYE
RONALD JEDDA	AYE
J. KELLY SCHMIDT	AYE

ALL AYES. NO NAYS. MOTION CARRIED.

A. TRUSTEE HAGNAUER MADE A MOTION, SECONDED BY TRUSTEE ALLAN, TO APPROVE THE FOLLOWING:

EXECUTIVE SESSION MINUTES OF THE SEPTEMBER 26, 2019 EXECUTIVE SESSION MEETINGS FOR INCLUSION IN THE OFFICIAL EXECUTIVE SESSION RECORDS OF THE DISTRICT.

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN	AYE
CHRISTOPHER C. GUY	AYE
EDWARD HAGNAUER	AYE
RONALD JEDDA	AYE
J. KELLY SCHMIDT	AYE

ALL AYES. NO NAYS. MOTION CARRIED.

B. Mr. Kane indicated MCT received a request from the Rails to Trails Conservancy (RTC) to join its effort in filing an Amicus Brief with the US Supreme Court. RTC made us aware of a recent decision made by the State Supreme Court of Alabama, in which it apparently ignored the railbanking statute, 16 USC 1247(d). The decision was detrimental to railbanking, and if not challenged, could stand as a precedent that could adversely affect all railbanked trail projects in the country. Although MCT was not a party in the Alabama case, it has an interest in the litigation, and therefore, it can support the preservation of railbanking by joining the Amicus Brief efforts along with RTC.

Mr. Kane recommends the District support this effort.

Chairman Jedda noted it is the consensus among the Trustees to proceed with the Amicus Brief to support this effort.

VI. Adjournment

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

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN	AYE
CHRISTOPHER C. GUY	AYE
EDWARD HAGNAUER	AYE
RONALD JEDDA	AYE
J. KELLY SCHMIDT	AYE

Jona Price

ALL AYES. NO NAYS. MOTION CARRIED.

Meeting adjourned at 10:40 a.m.

Respectfully submitted:

11/19/2019 15:05 tpohlman | Madison County Mass Transit District | CHECK REGISTER

P 1 apcshdsb

CASH ACCOUNT: 10000000 1	0101 Checking Account				1-1
CHECK NO CHK DATE TYPE	VENDOR NAME VOUCHER	INVOICE	INV DATE P	O WARRANT	NET
4200266 11/21/2019 PRTD	1050 Ameren Illinois		11/12/22		
1200200 11/21/2019 FRID	1030 Ameren Tillhois	OCT19	11/13/2019	112119B	5,235.16
			CHECK	4200266 TOTAL:	5,235.16
4200267 11/21/2019 PRTD	1043 AT&T	NOV19	11/01/2019	112119B	22.93
			CHECK	4200267 TOTAL:	22.93
4200268 11/21/2019 PRTD	1436 City of Highland	OCT19HPR	11/05/2019	112119B	176.61
			CHECK	4200268 TOTAL:	176.61
4200269 11/21/2019 PRTD	1507 Energy Petroleum Co	1816912	11/06/2019 120	000047 112119B	15,791.25
		1819780	11/08/2019 120	000049 112119B	15,986.25
		1819817	11/07/2019 120	000048 112119B	13,478.85
			CHECK	4200269 TOTAL:	45,256.35
4200270 11/21/2019 PRTD	1113 FedEx	6-832-01924	11/07/2019	112119B	60.08
			CHECK	4200270 TOTAL:	60.08
4200271 11/21/2019 PRTD	1014 Granite City Townshi	070819	07/08/2019	112119B	2,294.99
		101719	10/17/2019	112119B	2,982.45
		111819	11/18/2019	112119B	5,599.12
			CHECK	4200271 TOTAL:	10,876.56
4200272 11/21/2019 PRTD	1220 Illinois American Wa	111219AHSRIR	11/12/2019	112119B	60.42
			CHECK	4200272 TOTAL:	60.42
4200273 11/21/2019 PRTD	1220 Illinois American Wa	111219AHSRWS	11/12/2019	112119B	100 68
		- PROBLEM STILL			102.67
			CHECK	4200273 TOTAL:	102.67
4200274 11/21/2019 PRTD	1220 Illinois American Wa	111219SPATC	11/12/2019	112119B	169.87

11/19/2019 15:05 tpohlman | Madison County Mass Transit District | CHECK REGISTER

P 2 apcshdsb

CASH AC CHECK NO	COUNT: 1000 CHK DATE	0000 1 TYPE	0101 VENDOR	Checking Accoun	t VOUCHER	INVOICE	INV DAT	'E	PO	WARRANT	NET
							C	HECK	ζ 4	1200274 TOTAL:	169.87
4200275	11/21/2019	PRTD	1220	Illinois American Wa		111219WSATC	11/12/20	19		112119B	226.43
							C	HECK	(4	200275 TOTAL:	226.43
4200276	11/21/2019	PRTD	1733	Johnny on the Spot #		47-000227780	10/31/20	19		112119B	422.10
							С	HECK	(4	200276 TOTAL:	422.10
4200277	11/21/2019	PRTD	1437	Keller Construction,		111419	11/14/20	19		112119B	160,051.79
							C	HECK	. 4	200277 TOTAL:	160,051.79
4200278	11/21/2019	PRTD	2031	Best-One Fleet Servi		80087354	11/07/20	19		112119B	240.00
							C	HECK	: 4	200278 TOTAL:	240.00
4200279	11/21/2019	PRTD	1698	O'Brien Tire & Auto		0215079	11/05/20	19		112119B	2,142.30
							C	HECK	. 4	200279 TOTAL:	2,142.30
4200280	11/21/2019	PRTD	1173	Oates Associates		31964	11/11/20	19		112119B	1,750.00
							C	HECK	4	200280 TOTAL:	1,750.00
4200281	11/21/2019	PRTD	1757	Piasa Motor Fuels LL		252339	11/12/20	19 1	2000	050 112119B	15,528.35
							CI	HECK	4	200281 TOTAL:	15,528.35
4200282	11/21/2019	PRTD	1051	Pontoon Beach Public		110619-1	11/06/20	19		112119B	264.18
						110619-2	11/06/20	19		112119B	359.49
						110619BW	11/06/201	19		112119B	532.11
						110619N	11/06/203	19		112119B	23.88
						110619SS	11/06/201	19		112119B	22.00
						110619T	11/06/201	19		112119B	22.00

11/19/2019 15:05 tpohlman Madison County Mass Transit District CHECK REGISTER

P 3 apcshdsb

745,198.75

*** GRAND TOTAL ***

CASH AC CHECK NO	COUNT: 1000 CHK DATE	0000 10 TYPE V	101 ENDOR		VOUCHER	INVOICE		NV DATE	PO	WARRANT	NET
								CHE	CK	4200282 TOTAL	: 1,223.66
4200283	11/21/2019	PRTD	3864	SIUE		FY19	10	/31/2019		112119B	23,366.53
								CHEC	CK	4200283 TOTAL	: 23,366.53
4200284	11/21/2019	PRTD	3896	Southern Bus and Mob		8325	10	/25/2019	119	00085 112119B	119,374.87
						8326	10	/25/2019	119	00085 112119B	119,374.87
						8387	11	/07/2019	119	00085 112119B	119,374.87
						8388	11	/07/2019	119	00085 112119B	119,374.87
								CHEC	CK	4200284 TOTAL	: 477,499.48
4200285	11/21/2019	PRTD	1643	SumnerOne		2356568	11	/14/2019		112119B	368.00
								CHEC	CK	4200285 TOTAL	368.00
4200286	11/21/2019	PRTD	3965	UPS Supply Chain Sol		1359051689	11	/14/2019		112119B	88.04
								CHEC	CK	4200286 TOTAL	88.04
4200287	11/21/2019	PRTD	1506	Village of Glen Carb		INV00282	11	/12/2019		112119B	274.42
								CHEC	CK	4200287 TOTAL:	274.42
4200288	11/21/2019	PRTD	3923	Xerox Corporation		098659174	11	/06/2019	1200	00032 112119B	57.00
								CHEC	!K	4200288 TOTAL:	57.00
					N	MBER OF CHECKS 23		*** CASH	ACC	COUNT TOTAL ***	745,198.75
					TC	OTAL PRINTED CHECKS	COUNT 23			AMOUNT 198.75	

p 00	11/14/2019 10:11 jhartke WARRANT: 112119	CURRENT C	HECK REGISTE	ransit Distr R - PER DIEM 10/31/2019	nr	1 cchkreg 21/2019
	EMP # NAME	TY	P NET	PAY CHECK	# CHECK DATE S	SPECIAL
	10001 ALLAN, TERRY 10011 GUY, CHRISTON 10007 HAGNAUER, ED 10009 JEDDA, RONALI 10010 SCHMIDT, J. H	CK CK	184 184 184	.70 0032000 .70 0032000 .70 0032000 .70 0032000 .70 0032000	11/21/2019 23 11/21/2019 24 11/21/2019	
2	5 ** TOTAL CHECK(S)		923	.50		

11/14/2019 10:04 jhartke

| Madison County Mass Transit District | ADVICE REGISTER - PER DIEM | From: 10/01/2019 To: 10/31/2019

pradvreg

WARRANT: 112119

EMP #	NAME		CHK #	NET PAY
1138	Internal Revenu	e Servi	005200005	153.00
	Total Deposits:	1		153.00

11/07/2019 12:58 tpohlman

| Madison County Mass Transit District | CHECK REGISTER

apcshdsb CASH ACCOUNT: 10000000 10101 Checking Account CHECK NO CHK DATE TYPE VENDOR NAME VOUCHER INVOICE INV DATE PO WARRANT NET 4200238 11/07/2019 PRTD 1433 City of Edwardsville 110119L 11/01/2019 110719 30.48 110119SPEPR 11/01/2019 110719 321.79 110119WSEPR 11/01/2019 110719 77.08 CHECK 4200238 TOTAL: 429.35 4200239 11/07/2019 PRTD 3984 City of Troy 110419SPTPR 11/01/2019 110719 250.87 110419WSTPR 11/01/2019 110719 23.54 CHECK 4200239 TOTAL: 274.41 4200240 11/07/2019 PRTD 2047 City of Wood River 110419SPWRTC 11/01/2019 110719 5.00 110419WSWRTC 11/01/2019 110719 39.03 4200240 TOTAL: CHECK 44.03 4200241 11/07/2019 PRTD 1220 Illinois American Wa 102319GCTC 10/23/2019 110719 211.16 CHECK 4200241 TOTAL: 211.16 4200242 11/07/2019 PRTD 1506 Village of Glen Carb 102319GLPR 10/23/2019 110719 10.80 CHECK 4200242 TOTAL: 10.80 4200243 11/07/2019 PRTD 1932 Wex Bank 62108368 10/31/2019 110719 12,407.37 CHECK 4200243 TOTAL: 12,407.37 NUMBER OF CHECKS *** CASH ACCOUNT TOTAL *** 13,377.12 COUNT AMOUNT TOTAL PRINTED CHECKS 6 13,377.12

*** GRAND TOTAL ***

13,377.12

|Madison County Mass Transit District | CHECK REGISTER

P 1 apcshdsb

Cponiman	CHECK	KEGIS.	LEK							1 1
CASH ACCOUNT: CHECK NO CHK D	10000000 1 ATE TYPE	0101 VENDOR	Checking Accoun	t VOUCHER	INVOICE		INV DATE	PO	WARRANT	NET
4200244 11/21	/2019 PRTD	2501	Agency for Community		NOV19		L1/01/2019		112119	41,666.67
					OCT19BW	5	11/08/2019		112119	44,384.76
					OCT19DR	5	11/08/2019		112119	228,337.37
					OCT19FR	5	11/08/2019		112119	1,590,145.46
					OCT19RS	1	11/08/2019		112119	67,933.09
					OCT19VP	5	11/08/2019		112119	-25,959.30
							CHEC	K 4200	244 TOTAL:	1,946,508.05
4200245 11/21	/2019 PRTD	1002	Terry Allan		OCT19	į	11/06/2019		112119	26.91
,			-				CHEC	K 4200	245 TOTAL:	26.91
4200246 11/21	/2019 PRTD	1501	Ameren Illinois		OCT19	1	11/04/2019		112119	7,209.33
							CHEC	K 4200	246 TOTAL:	7,209.33
4200247 11/21	/2019 PRTD	1638	American Maid		1419-10	:	10/28/2019		112119	2,050.00
,					1919-10	-	10/28/2019		112119	1,260.00
					2419-10	:	10/28/2019		112119	1,600.00
					4519-10	5	10/28/2019		112119	1,000.00
					4819-10	:	10/28/2019		112119	900.00
							CHEC	2K 4200	247 TOTAL:	6,810.00
4200248 11/21	/2019 PRTD	1507	Energy Petroleum Co		1804659	;	10/29/2019	12000045	112119	15,422.62
					1806542	:	10/22/2019	12000043	112119	14,756.44
					1812130	:	11/01/2019	12000046	112119	15,007.50
					1812131	:	11/01/2019	12000046	112119	15,009.50
							CHEC	CK 4200	248 TOTAL:	60,196.06
4200249 11/21	/2019 PRTD	1029	Fort Russell Townshi		110519	;	11/05/2019		112119	272.85

| Madison County Mass Transit District | CHECK REGISTER

P 2 apcshdsb CASH ACCOUNT: 10000000 10101 Checking Account

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
							CHEC	!K	4200249 TOTAL:	272.85
4200250	11/21/2019	PRTD	1014	Granite City Townshi		102919	10/29/2019		112119	3,012.19
v							CHEC	K	4200250 TOTAL:	3,012.19
4200251	11/21/2019	PRTD	4002	Christopher C. Guy		OCT19	11/06/2019		112119	8.70
							CHEC	K	4200251 TOTAL:	8.70
4200252	11/21/2019	PRTD	3982	Ronald L. Jedda		OCT19	11/06/2019		112119	24.36
							CHEC	K	4200252 TOTAL:	24.36
4200253	11/21/2019	PRTD	3920	The Jerry Costello G		DEC19	11/01/2019		112119	7,000.00
						22017	CHEC:	K	4200253 TOTAL:	7,000.00
4200254	11/21/2010	DDED	1600	Madison County State		DEG1.0				
4200254	11/21/2019	PRID	1602	madison county state		DEC19	11/01/2019 CHEC	v	112119 4200254 TOTAL:	4,500.00
							CHEC	K	4200254 IOIAL:	4,500.00
4200255	11/21/2019	PRTD	1874	Main Street Communit		110719	11/04/2019		112119	156.36
							CHEC	K	4200255 TOTAL:	156.36
4200256	11/21/2019	PRTD	2031	Best-One Fleet Servi		80086556	10/24/2019		112119	378.00
							CHECI	K	4200256 TOTAL:	378.00
4200257	11/21/2019	PRTD	1698	O'Brien Tire & Auto		0214733	10/23/2019		112119	1,073.76
						0214751	10/23/2019		112119	1,749.48
							CHECI	K	4200257 TOTAL:	2,823.24
4200258	11/21/2019	PRTD	1757	Piasa Motor Fuels LL		252169	10/25/2019	1200	0044 112119	15,813.75
							CHECI	K ·	4200258 TOTAL:	15,813.75

|Madison County Mass Transit District | CHECK REGISTER

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o Front in the		1								1 -
CASH AC CHECK NO	CHK DATE	TYPE	VENDOR		VOUCHER		INV DATE		WARRANT	NET
4200259				J. Kelly Schmidt		OCT19	 11/06/2019		112119	9.28
							CHE	CK 4200	259 TOTAL:	9.28
4200260	11/21/2019	PRTD	3896	Southern Bus and Mob)	8310	10/22/2019	11900085	112119	119,374.87
						8311	10/22/2019	11900085	112119	119,374.87
						8312	10/22/2019	11900085	112119	119,374.87
						8313	10/22/2019	11900085	112119	119,374.87
						8324	10/25/2019	11900085	112119	119,374.87
							CHE	CK 4200	260 TOTAL:	596,874.35
4200261	11/21/2019	PRTD	1643	SumnerOne		2335902	10/26/2019		112119	204.00
							CHE	CK 4200	261 TOTAL:	204.00
4200262	11/21/2019	PRTD	3980	The Bancorp Bank		457560-31	11/01/2019	11700046	112119	992.13
							CHE	CK 4200	262 TOTAL:	992.13
4200263	11/21/2019	PRTD	1506	Village of Glen Cark)	INV00277	10/23/2019		112119	392.20
							CHE	CK 4200	263 TOTAL:	392.20
4200264	11/21/2019	PRTD	3986	Michael Joseph Walte	2	NOV19	11/01/2019		112119	3,000.00
							CHE	CK 4200	264 TOTAL:	3,000.00
4200265	11/21/2019	PRTD	3923	Xerox Corporation		098525441	11/01/2019	12000032	2 112119	141.00
						098525442	11/01/2019	12000032	112119	152.00
							CHE	CK 4200	265 TOTAL:	293.00

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| Madison County Mass Transit District | CHECK REGISTER

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NUMBER OF CHECKS 22 *** CASH ACCOUNT TOTAL *** 2,656,504.76

COUNT AMOUNT
TOTAL PRINTED CHECKS 22 2,656,504.76

*** GRAND TOTAL *** 2,656,504.76

Madison County Transit District Management Report of Revenue and Expenses October, 2019

October, 2019	Current	Current	Prior	Percentage Increase / (Decrease)	FY20	Budget % Expended
Revenue	<u>Month</u>	YTD	YTD	Over Prior YTD	<u>Budget</u>	(33% of FY)
Operating Revenue						
Sales Tax Revenue	\$866,329.24	\$3,532,254.48	\$3,344,666.49	6%	\$9,300,000	38%
Interest Income	115,630.08	474,123.68	278,923.51	70%	750,000	63%
IDOT Operating Assistance	12,101,050.00	12,101,050.00	11,041,875.00	0%	17,260,000	70%
Local Sales Tax Reform Fund	267,308.51	1,040,967.42	906,426.53	15%	2,600,000	40%
CMAQ Rideshare Marketing and Outreach	0.00	0.00	0.00	0%	650,000	0%
Commuter Initiative	14,238.38	14,238.38	29,975.35	0%	100,000	14%
Fares	0.00	0.00	313,458.93	-100%	1,032,000	0%
Other Revenue	250,000.00	374,988.60	2,979.00	12488%	16,000	2344%
Total Operating Revenue	\$13,614,556.21	\$17,537,622.56	\$15,918,304.81	. 12400 % _	\$31,708,000	55%
Capital Revenue	Ψ10,014,000.21	Ψ17,007,022.00	Ψ10,310,304.01	. 1076_	φ31,700,000	5576
Congestion Mitigation Air Quality	\$0.00	\$0.00	\$0.00	0%	\$2,068,000	0%
FTA Transit Admin Section 5307	\$23,404.00	\$187,611.00	\$96,563.00	94%	\$19,462,600	1%
FTA Transit Admin Section 5339	\$0.00	\$0.00	\$0.00	0%	\$3,600,000	0%
Illinois Department of Natural Resources	\$0.00	\$0.00	\$0.00	0%	\$5,600,000	0%
Illinois Department of Transportation	0.00	0.00	0.00	0%	240,000	0%
Metro East Park and Recreation District	0.00	0.00	0.00	0%	2,050,000	0%
Total Capital Revenue	\$23,404.00	\$187,611.00	\$96,563.00	94%	\$27,996,600	1%
Total Revenues	\$13,637,960.21	\$17,725,233.56	\$16,014,867.81	11%	\$59,704,600	30%
1544114514455	Ψ10,001,000.21	ψ17,720,200.00	ψ10,014,007.01	1170_	ψ00,704,000	30 70
Expenses						
Operating Expenses						
Fixed Route and Paratransit	\$2,079,661.44	\$8,419,022.39	\$7,913,341.74	6%	\$26,000,000	32%
ACT Administrative Contract	41,666.67	166,666.67	166,666.67	0%	500,000	33%
Rideshare	65,463.60	179,463.79	196,345.90	-9%	750,000	24%
Professional and Other Services	14,500.00	58,000.00	60,000.00	-3%	265,000	22%
Trustee Expenses	1,145.75	4,613.26	4,514.54	2%	30,000	15%
District Office Expenses	20,157.21	137,440.94	140,620.43	-2%	515,000	27%
Facilities Maintenance	51,238.33	238,534.82	235,881.09	1%	825,000	29%
District Budget Contingency	0.00	0.00	0.00	0%	1,000,000	0%
Total Operating Expenses	\$2,273,833.00	\$9,203,741.87	\$8,717,370.37	6%	\$29,885,000	31%
Capital Expenses				_		
Bikeways	\$27,495.72	\$687,056.20	\$63,957.90	974%	\$7,970,000	9%
Bus Station/Stops and Park & Ride	3,195.00	37,026.65	0.00	0%	4,450,000	1%
Cooperative Police Bicycle Grant Program	0.00	0.00	0.00	0%	100,000	0%
Facility Improvements	0.00	66,400.00	48,220.91	38%	4,058,000	2%
Fare Collection System	0.00	0.00	1,372.50	-100%	0	0%
Maintenance Equipment	0.00	0.00	0.00	0%	375,000	0%
MIS Equipment	0.00	72,072.00	6,245.00	0%	373,000	19%
Transit Support Equipment	0.00	173,433.89	0.00	0%	670,000	26%
Vehicles - Buses	835,624.09	907,187.09	0.00	0%	24,468,000	4%
Vehicles - Rideshare Vans	0.00	0.00	94,542.00	-100%	475,000	0%
Vehicles - Transit Support	0.00	162,443.00	0.00	0%	899,000	18%
Contingency	0.00	0.00	0.00	0%	2,000,000	0%
Total Capital Expenses	\$866,314.81	\$2,105,618.83	\$214,338.31	882%	\$45,838,000	5%
Total Expenses	\$3,140,147.81	\$11,309,360.70	\$8,931,708.68	27%	\$75,723,000	15%
Excess Revenue Over (Under) Expenses	\$10,497,812.40	\$6,415,872.86	\$7,083,159.13	-9% —	(\$16,018,400)	(40%)
				1000		

Description	Current Period Year to Date					Date		
	Actual	Budget	Deviation	<u>Pct</u>	Actual	Budget	Deviation	Pct ytd
OPERATING REVENUE								
Sales Tax Revenue	866,329.24	775,000.00	91,329.24	111.78	3,532,254.48	3,100,000.00	432,254.48	113.94
Interest Income	115,630.08	62,500.00	53,130.08	185.01	474,123.68	250,000.00	224,123.68	189.65
IDOT Operating Assistance	12,101,050.00	1,438,333.33	10,662,716.67	841.32	12,101,050.00	5,753,333.33	6,347,716.67	210.33
Local Sales Tax Reform Fund	267,308.51	216,666.67	50,641.84	123.37	1,040,967.42	866,666.67	174,300.75	120.11
CMAQ Rideshare Marketing & Outreach	0.00	54,166.67	-54,166.67	0.00	0.00	216,666.67	-216,666.67	0.00
Commuter Initiative	14,238.38	8,333.33	5,905.05	170.86	14,238.38	33,333.33	-19,094.95	42.72
Fares	0.00	86,000.00	-86,000.00	0.00	0.00	344,000.00	-344,000.00	0.00
Other Revenue	250,000.00	1,333.33	248,666.67	18,750.05	374,988.60	5,333.33	369,655.27	7,031.04
TOTAL OPERATING REVENUE	13,614,556.21		10,972,222.88		17,537,622.56	27 W. State, St. B. S. Server, M. S.	6,968,289.23	165.93
CAPITAL REVENUE								
Fed Transit Admin Section 5307	23,404.00	1,621,883.33	-1,598,479.33	1.44	187,611.00	6,487,533.33	-6,299,922.33	2.89
Fed Transit Admin Section 5339	0.00	300,000.00	-300,000.00	0.00	0.00	1,200,000.00	-1,200,000.00	0.00
Congestion Mitigation Air Quality	0.00	172,333.33	-172,333.33	0.00	0.00	689,333.33	-689,333.33	0.00
Illinois Dept of Transportation	0.00	20,000.00	-20,000.00	0.00	0.00	80,000.00	-80,000.00	0.00
Illinois Dept of Natural Resources	0.00	48,000.00	-48,000.00	0.00	0.00	192,000.00	-192,000.00	0.00
Metro East Park and Recreation District	0.00	170,833.33	-170,833.33	0.00	0.00	683,333.33	-683,333.33	0.00
TOTAL CAPITAL REVENUE	23,404.00	2,333,049.99	-2,309,645.99	1.00	187,611.00	9,332,199.99	-9,144,588.99	2.01
TOTAL REVENUES	13,637,960.21	4,975,383.32	8,662,576.89	274.11	17,725,233.56	19,901,533.32	-2,176,299.76	89.06
OPERATING EXPENSES								
Fixed Route and Paratransit	2,079,661.44	2,166,666.67	-87,005.23	95.98	8,419,022.39	8,666,666.67	-247,644.28	97.14
ACT Administrative Contract	41,666.67	41,666.67	0.00	100.00	166,666.67	166,666.67	0.00	100.00
Rideshare	65,463.60	62,500.00	2,963.60	104.74	179,463.79	250,000.00	-70,536.21	71.79
Professional and Other Services	14,500.00	22,083.33	-7,583.33	65.66		88,333.33	-30,333.33	65.66
Trustee Expenses	1,145.75	2,500.00	-1,354.25	45.83	11.00 (1) (1) (1) (1)	10,000.00	-5,386.74	46.13
District Office Expenses	20,157.21	42,916.67	-22,759.46	46.97	137,440.94	171,666.67	-34,225.73	80.06
Facilities Maintenance	51,238.33	68,750.00	-17,511.67	74.53		275,000.00	-36,465.18	86.74
District Budget Contingency	0.00	83,333.33	-83,333.33	0.00	0.00	333,333.33	-333,333.33	0.00
TOTAL OPERATING EXPENSES	2,273,833.00	2,490,416.67	-216,583.67	91.30	9,203,741.87	9,961,666.67	-757,924.80	92.39
CAPITAL EXPENSES								
Bikeways	27,495.72	664,166.67	-636,670.95	4.14		2,656,666.67	-1,969,610.47	25.86
Bus Station/Stops and Park & Ride	3,195.00	370,833.33	-367,638.33	0.86	5 5 Commence	1,483,333.33	-1,446,306.68	2.50
Cooperative Police Bicycle Grant Program		8,333.33	-8,333.33	0.00		33,333.33	-33,333.33	0.00
Facility Improvements	0.00	338,166.67	-338,166.67	0.00	0.00	1,352,666.67	-1,286,266.67	4.91
Maintenance Equipment	0.00	31,250.00	-31,250.00	0.00	0.00	125,000.00	-125,000.00	0.00
MIS Equipment	0.00	31,083.33	-31,083.33	0.00	72,072.00	124,333.33	-52,261.33	57.97
Transit Support Equipment	0.00	55,833.33	-55,833.33	0.00	173,433.89	223,333.33	-49,899.44	77.66
Vehicles - Buses	835,624.09		-1,203,375.91	40.98	907,187.09		-7,248,812.91	11.12
Vehicles - Rideshare Vans	0.00	39,583.33	-39,583.33	0.00		158,333.33	-158,333.33	0.00
Vehicles - Transit Support	0.00	74,916.67	-74,916.67	0.00	162,443.00	299,666.67	-137,223.67	54.21
Contingency	0.00	166,666.67	-166,666.67	0.00		666,666.67	-666,666.67	0.00
TOTAL EXPENSES	866,314.81		-2,953,518.52	22.68		15,279,333.33		13.78
TOTAL EXPENSES	3,140,147.81	6,310,250.00	-3,170,102.19			25,241,000.00		44.81
EXCESS REVENUE OVER EXPENSE	10,497,812.40	-1,334,866.68	11,832,679.08	-786.43	6,415,872.86	-5,339,466.68	11,755,339.54	-120.16

ASSETS Checking Account Prime Account Illinois Funds Investment Pool Investments Inventory Other Receivables Sales Tax Receivable Interest Receivable Prepaid Expenses TOTAL ASSETS	13,774.18 76,064.63 5,459,641.07 51,082,000.00 802,059.02 38,713.00 2,625,936.37 92,650.02 387,545.15 60,578,383.44
LIABILITIES Accounts Payable Retainage Payable TOTAL LIABILITIES	2,387,489.34 70,703.28 2,458,192.62
FUND BALANCE Nonspendable Fund Balance Assigned Fund Balance Beginning Unassigned Fund Balance Excess Revenue Over Expenses Total Unassigned Fund Balance TOTAL FUND BALANCE	1,502,724.33 17,841,400.00 32,360,193.63 6,415,872.86 38,776,066.49 58,120,190.82
TOTAL LIABILITIES AND FUND BALANCE	60,578,383.44

MCT DETAILED SCHEDULE OF INVESTMENTS AT OCTOBER 31, 2019

INSTITUTION	. PURCHASE DATE	CD OR ACCOUNT NUMBER	MATURITY DATE	INTEREST RATES	CERTIFICATE AMOUNT	WEIGHTED AVERAGE INTEREST
	BATE	NOMBER	DAIL	IVATES	AWOONT	INTEREST
CERTIFICATES OF DEPOSIT (CD) Associated Bank	10-12-18	****1175	01-12-20	2.62%	1,000,000.00	
Associated Bank	05-09-18	****9226	05-08-20	2.38%	350,000.00	
Associated Bank Associated Bank	06-05-18 07-02-18	****2854 ****3462	06-04-20 07-02-20	2.60%	500,000.00	
Associated Bank	02-06-19	****1161	08-06-20	2.66% 2.75%	500,000.00 640,000.00	
Associated Bank	09-06-18	****8317	09-07-20	2.77%	1,000,000.00	
Associated Bank Associated Bank	10-12-18 10-12-18	****1019 ****1191	10-12-20 01-12-21	2.82% 2.88%	1,000,000.00 900,000.00	
Associated Bank	07-02-18	****3546	07-02-21	2.85%	675,000.00	
Associated Bank	07-30-18	****9475	07-30-21	2.90%	1,000,000.00	
Busey Bank (formerly Bank of Edwardsville) Busey Bank (formerly Bank of Edwardsville)	02-06-19 02-06-19	****9119 ****9120	03-06-21 04-06-21	2.82% 2.82%	520,000.00 300,000.00	
Bank of Hillsboro	02-06-19	****4422	05-06-21	3.00%	200,000.00	
Bank of Hillsboro	07-03-18	****4215	07-03-21	2.65%	600,000.00	
Bank of Hillsboro Bank of Hillsboro	11-01-18 11-01-18	****7636 ****2880	08-01-21 11-01-21	3.05% 3.10%	1,000,000.00 942,000.00	
Bank of Hillsboro	02-06-19	****6839	02-06-22	3.10%	1,250,000.00	
Bank of Hillsboro	05-01-19	****7000	04-01-22	2.95%	1,000,000.00	
Bank of Hillsboro Bradford National Bank of Greenville	05-01-19 04-27-18	****1102 ****7490	05-01-22 04-27-21	3.00% 2.40%	500,000.00 350,000.00	
Bradford National Bank of Greenville	06-06-18	****7562	06-06-21	2.40%	500,000.00	
Carrollton Bank Carrollton Bank	09-28-18	****7328	03-28-20	2.75%	1,000,000.00	
Carrollton Bank	09-17-18 09-06-18	****7312 ****7307	04-17-20 08-06-20	2.66% 2.76%	500,000.00 500,000.00	
Carrollton Bank	09-06-18	****7306	09-06-21	2.85%	1,000,000.00	
Carrollton Bank	06-10-19	****7390	11-10-21	2.76%	500,000.00	
CNB Bank & Trust, N.A. Commerce Bank	05-10-18 06-11-18	****1526 ****1562	05-10-21 06-11-21	2.40% 2.65%	400,000.00 1,350,000.00	
FCB Banks	10-31-18	****6532	03-01-21	2.97%	480,000.00	
FCB Banks	10-31-18	****6533	04-01-21	2.97%	240,000.00	
FCB Banks FCB Banks	05-02-18 10-12-18	****6525 ****6530	05-02-21 10-12-21	2.30% 3.00%	400,000.00 1,000,000.00	
FCB Banks	02-06-19	****6534	12-06-21	2.89%	1,000,000.00	
FCB Banks FCB Banks	02-06-19	****6535	01-06-22	3.04%	2,000,000.00	
FCB Banks	04-05-19 06-10-19	****6536 ****6538	03-05-22 05-10-22	3.02% 2.87%	1,000,000.00 500,000.00	
FCB Banks	06-10-19	****6539	06-10-22	2.87%	1,000,000.00	
FCB Banks First Mid Bank & Trust	07-11-19	****6720	07-11-22	2.66%	1,000,000.00	
First Mid Bank & Trust	05-22-18 06-12-18	****6461 ****6596	05-22-20 06-12-20	2.38% 2.38%	300,000.00 700,000.00	
First Mid Bank & Trust	07-02-18	****6657	06-28-20	2.66%	500,000.00	
First Mid Bank & Trust Simmons Bank (formerly Reliance Bank)	07-02-18	****6660 ****1005	06-28-21	2.85%	675,000.00	
Simmons Bank (formerly Reliance Bank)	11-08-18 11-15-18	****1217	11-08-19 11-15-19	2.65% 2.76%	1,250,000.00 1,000,000.00	
Simmons Bank (formerly Reliance Bank)	11-15-18	****1221	12-15-19	2.76%	1,000,000.00	
Simmons Bank (formerly Reliance Bank) Simmons Bank (formerly Reliance Bank)	11-08-18	****1021	01-08-20	2.65%	1,000,000.00	
Simmons Bank (formerly Reliance Bank)	10-11-18 10-11-18	****0009 ****0013	02-11-20 04-11-20	2.68% 2.78%	1,000,000.00 500,000.00	
Simmons Bank (formerly Reliance Bank)	05-10-18	****6009	05-10-20	2.05%	350,000.00	
State Bank of St. Jacob State Bank of St. Jacob	07-27-18	****2351	07-27-20	2.71%	630,000.00	
Town and Country Bank	08-25-18 04-16-18	****2370 ****4482	08-25-20 04-16-21	2.76% 2.05%	480,000.00 100.000.00	
<u> </u>			01110121	2.0070	100,000.00	
PENDING CERTIFICATES OF DEPOSIT (CD Simmons Bank (formerly Reliance Bank)	0) ACTIVITY 11-08-19			1.950/	4 000 000 00	
Simmons Bank (formerly Reliance Bank)	11-08-19			1.85% 1.88%	1,000,000.00 1,000,000.00	
Bank of Hillsboro	11-08-19			2.25%	2,000,000.00	
Simmons Bank (formerly Reliance Bank) Simmons Bank (formerly Reliance Bank)	11-15-19 11-15-19			1.82% 1.88%	1,000,000.00	
Simmons Bank (formerly Reliance Bank)	11-15-19			1.88%	1,000,000.00 1,000,000.00	
,					.,,	
TOTAL CD'S					45,082,000.00	2.66%
CERTIFICATES OF DEPOSIT ACCOUNT RE	GISTRY SERVIC	E (CDARS)				
Busey Bank (formerly Bank of Edwardsville)	06-28-18	****1112	06-25-20	2.66%	1,500,000.00	
Town and Country Bank Town and Country Bank	11-23-18 11-23-18	****0333 ****0392	11-19-20	2.89%	1,000,000.00	
Town and Country Bank	11-15-18	****0414	12-17-20 01-07-21	2.89% 2.92%	1,000,000.00 1,100,000.00	
Town and Country Bank	11-15-18	****0716	02-11-21	2.92%	1,000,000.00	
Town and Country Bank	06-21-18	****4803	06-17-21	2.35%	400,000.00	
TOTAL CDARS					6,000,000.00	2.81%
TOTAL INVESTMENTS					51,082,000.00	
CASH ACCOUNTS						
MCT checking account MCT prime account				0.05%	13,774.18	
Illinois Funds investment pool				0.10% 1.86%	76,064.63 5,459,641.07	
*				1.0070	0,700,041.07	
TOTAL CASH					5,549,479.88	1.84%
TOTAL CASH AND INVESTMENTS					56,631,479.88	2.59%
					22,221,110.00	2.55 /0

RESOLUTION 20-13

AUTHORIZING AN ADDITIONAL INDIVIDUAL TO TRANSFER FUNDS FOR THE MADISON COUNTY MASS TRANSIT DISTRICT

BE IT RESOLVED, that the following individuals are authorized to transfer funds between Accounts Nos. 100434009 and 0112864301 at Busey Bank, in Edwardsville, Illinois, on behalf of the MADISON COUNTY MASS TRANSIT DISTRICT, MADISON COUNTY, ILLINOIS:

Jerry J. Kane, Managing Director Michelle Domer, Director of Accounting Nicholas Bingheim, Accounting Manager

ADOPTED, by the Board of Trustees of the Madison County Mass Transit District, Madison County, Illinois, on this twenty-first day of November 2019.

Ronald L. Jedda	a, Chairman
J. Jerry Allan	El Yhyn
Clethy	Edward A. Hagnauer
Christopher C. Guy ✓	J. Kelly Schmidt

APPROVED as to Form:

Tonya/Genovese, Legal Counsel

CERTIFICATE

I, Donna Price, 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, November 21, 2019, 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.

BE IT RESOLVED, that the following individuals are authorized to transfer funds between Accounts Nos. 100434009 and 0112864301 at Busey Bank, in Edwardsville, Illinois, on behalf of the MADISON COUNTY MASS TRANSIT DISTRICT, MADISON COUNTY, ILLINOIS:

Jerry J. Kane, Managing Director Michelle Domer, Director of Accounting Nicholas Bingheim, Accounting Manager

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-first day of November 2019.

RESOLUTION 20-14

AUTHORIZING AN ADDITIONAL INDIVIDUAL TO TRANSFER FUNDS FOR THE MADISON COUNTY MASS TRANSIT DISTRICT

BE IT RESOLVED, that the following individuals are authorized to transfer funds via telephone wire transfer between Account No. 7139122738 at The Illinois Funds, Springfield, Illinois, and Account No. 0112864301 at Busey Bank, in Edwardsville, Illinois, on behalf of the MADISON COUNTY MASS TRANSIT DISTRICT, MADISON COUNTY, ILLINOIS:

Jerry J. Kane, Managing Director Michelle Domer, Director of Accounting Nicholas Bingheim, Accounting Manager

Topya Genovese, Legal Counsel

ADOPTED, by the Board of Trustees of the Madison County Mass Transit District, Madison County, Illinois, on this twenty-first day of November 2019.

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I Very allon Ed Glagn	
J. Terroy Allan Edward A. Hagnauer	
Christopher C. Guy J, Kelly Schmidt	
APPROVED as to Form:	

CERTIFICATE

I, Donna Price, 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, November 21, 2019, 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.

BE IT RESOLVED, that the following individuals are authorized to transfer funds via telephone wire transfer between Account No. 7139122738 at The Illinois Funds, Springfield, Illinois, and Account No. 0112864301 at Busey Bank, in Edwardsville, Illinois, on behalf of the MADISON COUNTY MASS TRANSIT DISTRICT, MADISON COUNTY, ILLINOIS:

Jerry J. Kane, Managing Director Michelle Domer, Director of Accounting Nicholas Bingheim, Accounting Manager

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-first day of November 2019.

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RESOLUTION 20-15

AUTHORIZING THE AWARD OF CONTRACT FOR THE PURCHASE OF A TRACTOR

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 is a recipient of grant funds from the United States Department of Transportation, Federal Transit Administration (FTA), for various capital projects necessary to support and sustain transit service for the residents of Madison County, Illinois; and,

WHEREAS, a tractor, used for maintaining District facilities and trails, has exceeded its useful life and is no longer economical to repair; and,

WHEREAS, the District, in accordance with the guidelines and regulations set forth, initiated a procurement for the purchase of a 4-wheel drive tractor; and,

WHEREAS, the District, having successfully completed said procurement, has identified Wm. Nobbe & Company of Jerseyville, Illinois, as the lowest responsive and responsible bidder with a bid of sixty-seven thousand, nine hundred sixty-two dollars and seventy-five cents (\$67,962.75) for the purchase of a John Deere Model 5090R 4-wheel drive tractor; and,

WHEREAS, Federal Transit Administration Section 5307 grant funds are available for this project at an 80/20 Federal/local ratio through a grant administered by FTA; and,

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

- Madison County Mass Transit District award a contract to Wm. Nobbe & Company of Jerseyville, Illinois, in the amount of sixty-seven thousand, nine hundred sixty-two dollars and seventy-five cents (\$67,962.75) for the purchase and delivery of a John Deere Model 5090R 4-wheel drive tractor.
- Madison County Mass Transit District shall increase the Assigned Fund Balance by the percent required of the contract award necessary to meet the grant requirements.
- 3. Ronald L. Jedda, Chairman, or J. Kelly Schmidt, Vice Chairman, and 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 Board of Trustees of the Madison County Mass Transit District, Madison County, Illinois, on this twenty-first of November 2019.

Ronald L. Jedda, Chairman

J. Terry Allan

Christopher C. Guy

August

Edward A. Hagnauer

J. Kelly Schmidt

APPROVED as to Form:

Tonya Genovese, Legal Counsel

CERTIFICATE

I, Donna Price, 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, November 21, 2019, 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 Wm. Nobbe & Company of Jerseyville, Illinois, in the amount of sixty-seven thousand, nine hundred sixty-two dollars and seventy-five cents (\$67,962.75) for the purchase and delivery of a John Deere Model 5090R 4-wheel drive tractor.
- 2. Madison County Mass Transit District shall increase the Assigned Fund Balance by the percent required of the contract award necessary to meet the grant requirements.
- 3. Ronald L. Jedda, Chairman, or J. Kelly Schmidt, Vice Chairman, and 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-first day of November 2019.

Contract Award Recommendation

To: Board of Trustees

From: Jerry Kane, Managing Director,

Penny Brown, Procurement Specialist

Project: 4-Wheel Drive Tractor 20-1-13600

Date: November 14, 2019

A Request for Quotes (RFQ) was issued on October 30, 2019 to solicit offers from vendors for the purchase of a 4-wheel drive tractor capable of handling a variety of utility and implement handling applications. This tractor is intended to replace a tractor that has exceeded its useful life and is no longer economical to repair. The new tractor will be used for facility grounds and trail maintenance.

Four bids were received and all were deemed responsive.

Wm. Nobbe & Company was identified as the apparent low bidder. A price analysis determined their offer to be fair and reasonable and a responsibility review concluded they have the capacity to provide the equipment as specified.

Recommendation is being made for a contract award to the lowest responsive and responsible bidder, Wm. Nobbe & Company in the amount of \$67,962.75.

Bidder	Bid	Notes:
Wm. Nobbe & Company Jerseyville, IL	\$67,962.75	Award Recommendation
Art's Lawn Mower Shop Florissant, MO	\$68,426.00	
Erb Turf Equipment, Inc. Belleville, IL	\$69,700.00	
Sloan Implement Hamel, IL	\$76,300.00	

Section 5307 funds are available for this purchase through a grant administered by the Federal Transit Administration

	Section 5307	Local	<u>Total</u>
4WD Tractor	\$54,370.00	\$13,592.55	\$67,962.75

RESOLUTION 20-16

AUTHORIZING TRANSPORTATION ASSISTANCE FOR SENIOR AND DISABLED INDIVIDUALS SERVICED BY VENICE TOWNSHIP, THE CITY OF VENICE, AND SOUP-N-SHARE OUTREACH PROGRAM

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.) to foster an improved coordinated transportation system; and,

WHEREAS, the District has the responsibility to operate and maintain mass transit as a public service for the welfare of the residents of the District and the vitality of Madison County, Illinois; and,

WHEREAS, the District has, from time to time, donated used commuter vans and used coach-on-chassis buses that have reached the end of their useful life; to units of local governments and 501(c)(03) private not-for-profit corporations; for the purpose of transporting elderly and disabled individuals, and,

WHEREAS, the District has leveraged state and federal funds by encouraging not-for-profits to apply for federal 5310 funds, both urban and rural, to replace the District's donated vehicles in the future.

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

The District assist the following entities with their transportation needs for elderly and disabled individuals in the manner described:

- a. The District donate one (1) used RideFinders commuter van to: Venice Township, 910 Madison Avenue, Madison, Illinois, and the 501(c)(3) not-for-profit, Soup-n-Share Outreach Program, 5 Caine Dr., Madison, Illinois.
- b. The District donate one (1) used "Runabout" Coach-on-Chassis, to the City of Venice, 329 Broadway, Venice, Illinois.

ADOPTED, by the Board of Trustees of the Madison County Mass Transit District, Madison County, Illinois, on this twenty-first day of November 2019.

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	Ronald L. Jedda, Chairman
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Christopher C. Guy	J. Kelly Schmidt
	/
APPROVED as to Form:	
Taget	
Tonya Genovese, Legal Counsel	

CERTIFICATE

I, Donna Price, 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, November 21, 2019, 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:

The District assist the following entities with their transportation needs for elderly and disabled individuals in the manner described:

- a. The District donate one (1) used RideFinders commuter van to: Venice Township, 910 Madison Avenue, Madison, Illinois, and the 501(c)(3) not-for-profit, Soup-n-Share Outreach Program, 5 Caine Dr., Madison, Illinois.
- b. The District donate one (1) used "Runabout" Coach-on-Chassis, to the City of Venice, 329 Broadway, Venice, Illinois.

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-first day of November 2019.

RESOLUTION 20-17

AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN MADISON COUNTY MASS TRANSIT DISTRICT AND THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT

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; and,

WHEREAS, since its inception, the District has expanded transit services for the benefit of the residents of Madison County through the use of innovative service planning and cooperation between local operators; and,

WHEREAS, the District has maintained an agreement with Bi-State Development Agency of the Missouri-Illinois Metropolitan District, hereinafter referred to as (Metro) since 1980 to provide various public transportation services; and,

WHEREAS, the existing agreement, as amended, between the parties, expired June 30, 2019, and,

WHEREAS, the District has determined that it is in the best regional interest to continue this relationship with Metro in order to provide the seamless integration of fare instruments between the parties and define other relationships.

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 has determined to be in the best interest of the District to execute an agreement with Bi-State Development Agency of the Missouri-Illinois Metropolitan District, hereinafter referred to as "Metro." as attached.
- 2. Ronald Jedda, Chairman, or J. Kelly Schmidt, Vice Chair; and 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 agreement, including any and all change orders, and to take any such further actions as are necessary and appropriate 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-first day of November 2019.

Senovese, Legal Counsel

	Ronald L. Jedda, Chairman
J. Leny allar	El Than
J. Terry Allan	Edward A. Haghauer
Christopher C. Guy	J. Kelly Schmidt
APPROVED as to Form:	

CERTIFICATE

I, Donna Price, 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 seal, 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 Madison County Mass Transit District held on Thursday, November 21, 2019, 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 has determined to be in the best interest of the District to execute an agreement with Bi-State Development Agency of the Missouri-Illinois Metropolitan District, hereinafter referred to as "Metro." as attached.
- 2. Ronald Jedda, Chairman, or J. Kelly Schmidt, Vice Chair; and 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 agreement, including any and all change orders, and to take any such further actions as are necessary and appropriate 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 and the seal of the Madison County Mass Transit District this twenty-first day of November 2019.

CONTRACT

This contract is entered into between the BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI- ILLINOIS METROPOLITAN DISTRICT, hereinafter referred to as "METRO" and the MADISON COUNTY MASS TRANSIT DISTRICT, MADISON COUNTY ILLINOIS, hereinafter referred to as "DISTRICT".

WHEREAS, METRO and DISTRICT are similarly engaged in the provision of public mass transportation services in the St. Louis Metropolitan region; and,

WHEREAS, METRO is the designated recipient for Federal Transit Administration (FTA) Section 5307 formula funds for the St. Louis Metropolitan region; and,

WHEREAS, DISTRICT is entitled to receive pro-rata amounts FTA Section 5307 funds for which METRO is the designated recipient; and,

WHEREAS, METRO and DISTRICT are desirous of coordinating fare revenue collection and transit pass utilization for the convenience of transit patrons using both systems for regional travel; and,

WHEREAS, METRO and DISTRICT are amenable to cooperation in other matters for the benefit of the residents of the St. Louis metropolitan region and the contracting parties;

NOW, THEREFORE, in consideration of the premises and in consideration of the mutual covenants and undertakings set forth hereinafter, METRO and DISTRICT agree as follows:

WITNESSETH:

1. Term of Contract

This Contract shall remain in full force and effect for a period of ten (10) years, commencing on July 1, 2019, and terminating on June 30, 2029. Any service, transactions, or causes of action between the parties occurring or arising between July 1, 2019, and June 30, 2029, inclusive, shall be governed by this Contract.

Unless notified to the contrary, by either party, 30 days preceding the termination date of the base contract, this agreement will be automatically extended for a period of ninety days in order to conclude negotiations. All other terms and conditions remain the same until a new agreement has been executed or the existing contract has been terminated.

2. <u>Scope of Services</u>

METRO and DISTRICT mutually recognize that the intent of this Contract is to facilitate cooperation in the provision of public transportation services in the St. Louis metropolitan region. It is understood that specific performance on the part of either party shall be limited to the provisions stated herein. However, the parties acknowledge their willingness to discuss additional matters of mutual concern in good faith as needs and conditions arise, provided that neither party shall be obligated to agree to provisions not explicitly addressed in this Contract.

3. Access to MetroLink Stations

Transit vehicles operated by DISTRICT shall be afforded unrestricted access without charge to any and all MetroLink stations either owned or operated by METRO.

4. Fare-Free Access to METRO and DISTRICT Services by Active Employees and Board Members

Active METRO and DISTRICT employees, trustees and commissioners shall be afforded the opportunity to ride all regularly scheduled fixed route bus and rail services operated by METRO or DISTRICT without payment of fare, provided that they present a current valid photo identification card with Metro Insignia issued by METRO or DISTRICT to the bus operator upon boarding or MetroLink fare enforcement personnel when requested. It is understood that this provision shall not apply to special events or paratransit services operated by either party, for which payment of the published fare shall be required.

5. Fare Coordination

METRO and DISTRICT agree generally to coordinate the collection of passenger fares and use of prepaid passes, tickets and other fare media for the benefit and convenience of transit patrons using both transit systems in combination to travel within the St. Louis metropolitan region. The parties agree to accept passes, tickets and related fare instruments issued by the other subject to the limitations of Exhibit A of this Contract.

6. Pass-through Distribution of Federal Funds

METRO and DISTRICT agree to share FTA Section 5307 formula assistance funds allocated to the St. Louis Urbanized Area (UZA) 15 and the Alton/Wood River UZA 254 as prescribed in Exhibit B of this Contract.

7. <u>Indemnification</u>

With respect to METRO fixed route, paratransit and special services operated at or on DISTRICT property, including, but not limited to DISTRICT park-ride lots and transfer stations, METRO, subject to, and to the extent authorized by, and as may be limited by applicable law, agrees to indemnify and hold harmless DISTRICT, its trustees, officers, agents or employees against any loss, claim or suit hereinafter made or brought against such parties arising directly from the negligence of METRO, its commissioners, its officers, agents or employees, in providing services hereunder. METRO further agrees to defend any such claim or suit at its own expense, provided, however, that DISTRICT and Madison County, Illinois, may, at the option of said parties, defend any such claim or suit.

With respect to DISTRICT fixed route, paratransit and special services funded services operated at or on METRO property, including, but not limited to MetroLink stations, parkride lots and transfer stations, DISTRICT, subject to, and to the extent authorized by, and as may be limited by applicable law, agrees to indemnify and hold harmless METRO, its commissioners, officers, agents or employees, against any loss, claim or suit hereinafter made

or brought against such parties arising directly from the negligence of DISTRICT, its officers, agents or employees. DISTRICT further agrees to defend any such claim or suit at its own expense, provided, however, that METRO may, at the option of said parties, defend any such claim or suit.

8. METRO's Warranties

METRO warrants that it has taken all corporate actions necessary to authorize it to enter into this Contract. METRO warrants that there is no provision of its charter, and to its knowledge no law, ordinance or regulation, which prohibits METRO from entering into and performing this Contract.

9. Non-Waiver

The parties agree that in no event shall the making or receipt of any payment under this Contract constitute or be construed as a waiver by one party of any breach of covenant or any default on the party of the other party which may then exist and the making or receipt of any payment under this Contract, while any such breach or default shall exist, shall in no way impair or prejudice any right to remedy available to the parties under this Contract. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles or law equity.

10. Ethics

METRO and DISTRICT shall maintain a written code or standard of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by Federal funds. Such code shall provide that no employee, officer or agent of METRO and DISTRICT shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent would be involved. Such conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- A. the employee, officer or agent:
- B. any member of his immediate family;
- C. his or her partner; or
- D. an organization which employs, or is about to employ, any of the above.

The code shall also provide that METRO and DISTRICT officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-contracts.

11. Amendment

The Parties agree that no change or modification to this Contract shall be of any force or effect unless a written amendment is dated and executed by both parties. No cost or obligations shall be incurred on consequence of an amendment to this Contract unless and until such written amendment has been executed.

12. Severability

The Parties agree that if any provision(s) of this Contract shall be held invalid for any reason whatsoever, the remaining provision(s) shall not be affected thereby if such remaining provision(s) could then continue to conform to the purposes, terms and requirements or applicable law.

13. <u>Interpretation of Contract Provisions</u>

This Contract shall be interpreted under the laws of the State of Illinois. Any suit arising from, interpreting, enforcing, or otherwise concerning this Contract shall be brought in a court of competent jurisdiction and proper venue in Illinois.

14. Termination

In the event of default by either party hereto in the performance of any covenant or obligation hereunder, and failure to cure such default within thirty (30) days after written notice of same by the other party, said non-defaulting party shall have the right to terminate this Contract and obligations hereunder. It is understood and agreed that failure to assert a default in any instance or on any occasion shall not constitute a waiver and shall not preclude the assertion of such default at a later date. Said termination shall not constitute a waiver of any and all other rights of the non-defaulting party may have under law to enforce this Contract or recover damages for the breach thereof. In the event of termination, each party shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Either party shall promptly submit its termination claim to the other for payment. If either party has any property in its possession belonging to the other, the parties will account for the same, and dispose of it in the manner directed by the other party.

15. Independence of METRO

METRO agrees that none of its officers, employees or agents, by reason of this Contract or grants made hereunder, is or was authorized to hold themselves out or claim to be officers, employees or agents of the State of Illinois, and that none of them is to be permitted by METRO, by reason of this Contract or the grants hereunder, to make any claim, demand or application to or for any right or privileges concerning workers' compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.

16. IDOT Downstate Operating Assistance Agreement

METRO and DISTRICT recognize that there exists between DISTRICT and the State of Illinois, Department of Transportation (hereinafter referred to as "IDOT"), an Agreement referred to as the DOWNSTATE OPERATING ASSISTANCE GRANT PROGRAM AGREEMENT (hereinafter referred to as "IDOT Agreement"). The IDOT Agreement governs the provision of certain monetary assistance to DISTRICT by IDOT. To the extent that any portion of these funds are used by DISTRICT to pay METRO for services rendered in accordance with this Contract, METRO agrees as follows:

- A. to provide any and all information of any nature requested by DISTRICT or by IDOT in order for DISTRICT or IDOT to determine if the funds provided to METRO by DISTRICT are eligible for reimbursement to DISTRICT by IDOT;
- B. to not seek reimbursement from DISTRICT for any expenses that are not eligible for reimbursement to DISTRICT from IDOT under the IDOT Agreement, and
- C. to not perform any acts of commission or omission which, if performed by DISTRICT, could render DISTRICT ineligible for reimbursement under the IDOT Agreement.

Entered into this day of, 20	
BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI ILLINOIS METROPOLITAN DISTRICT	MADISON COUNTY MASS TRANSIT DISTRICT, MADISON COUNTY, ILLINOIS
President & CEO	Chairman
ATTEST:	
	Managing Director
	ATTEST:

EXHIBIT A

Mutual Acceptance of Regional Transit Passes, Tickets and Related Fare Instruments

1. DISTRICT agrees to accept un-validated tickets, passes, transfers, and other pre-paid fare instruments issued by METRO, as defined in EXHIBIT C, for the convenience of passengers using both METRO and DISTRICT transit vehicles in combination to travel within the St. Louis metropolitan region, provided that METRO reimburses DISTRICT for acceptance of such fare media at rate defined in Paragraph 2 of this Exhibit A.

METRO agrees to accept DISTRICT's fare products, as defined in EXHIBIT C.

- 2. Beginning in FY 2020, and annually thereafter, any and all METRO fare instruments accepted by DISTRICT shall be reimbursed at a rate equivalent to the average fare collected from passengers boarding all METRO regular bus and rail route services, as calculated by METRO, for the previous fiscal year, subject to the review and concurrence of DISTRICT.
 - METRO shall retain the sum of one hundred thousand dollars, (\$100,000.00) of the above amount, on an annual basis, for the exclusive purpose of providing funding for The St. Louis Regional Freightway, of METRO.
- 3. In the event that DISTRICT secures a universal pass agreement with a third party located in Madison County, METRO shall accept the universal pass on terms comparable to those applied to DISTRICT's acceptance of METRO's universal pass products.

Remainder of this page intentionally left blank.

EXHIBIT B

Pass Through of Federal Transit Administration (FTA) Section 5307 Formula Assistance Funds

- 1. METRO shall pass through to DISTRICT, on an annual basis, the amount of Federal formula assistance equal to one hundred percent (100%) of the Alton/Wood River urbanized area (UZA 254) formula allocation as capital assistance, on the basis that DISTRICT is the exclusive provider of public transit service in the Alton/Wood River UZA with total responsibility for capital and operating expenses to deliver such services. DISTRICT shall be responsible for any obligations associated with the receipt of these funds per the requirements of FTA.
- 2. METRO shall pass through to DISTRICT, one hundred percent (100%) of that portion of the Federal Section 5307 formula funds allocation generated to the St. Louis urbanized area (UZA 15) as a result of the District's filing of National Transit Database (NTD) statistics for passengers miles and revenue miles for those transportation services operated and reported by DISTRICT, including motor bus, demand response, and vanpool services as defined by FTA. METRO shall use the FTA Unit Values of Data, published annually in the Federal Register, to calculate this allocation each year. DISTRICT shall be responsible for any obligations associated with the receipt of these funds per the requirements of FTA.

METRO agrees to recognize the DISTRICT's carpool vanpool program, known as RideFinders, as the exclusive operator of carpool / vanpool service for the St. Louis Region, and refrain from subsidizing, directly or indirectly, any competing carpool / vanpool programs. This restriction does not apply to microtransit, or ride hailing services, such as Uber or Lyft.

3. METRO shall retain the Federal Section 5307 formula funds allocated by FTA to the region on the basis of Madison County, Illinois population and population density within UZA 15. Additionally, METRO shall retain those Federal Section 5307 formula funds allocated on the basis of regular fixed route and seasonal services operated and reported by METRO in UZA 15. These revenues shall constitute the total financial commitment and payment in full for:

Any and all claims, debts or obligations, rights, liabilities, direct or indirect, made or asserted by METRO, arising out of any previous service agreements, issues or relationship between DISTRICT and METRO occurring on or before, June 30, 2019.

Any capital or operating subsidy for the MetroLink Light Rail System, as currently configured and/or may be extended in the future. Metro shall afford DISTRICT'S bus passengers and vehicles full access to the MetroLink system without any additional fees or surcharges above and beyond those fares typically charges residents of the St. Clair County, the City of St. Louis, or St. Louis County for comparable distance trips; subject to Exhibit A of this agreement, until such time MetroLink is extended into Madison County.

Remainder of this page intentionally left blank

EXHIBIT C METRO – DISTRICT Fare Products Acceptance

Products Accepted by METRO

- DISTRICT's 2 Hour Regional Pass
- Effective July 1, 2020: DISTRICT's 2 Hour Regional Pass on MCT's mobile app

METRO Products Accepted by DISTRICT (31 total instruments)

- Two Hour Pass
- Two Hour Student Pass
- 10 Ride Ticket Booklet
- 10 Ride Student Ticket Booklet
- Any Gateway Card on the Valid List
- Metro Paper Passes
 - o Monthly/30 Day
 - Weekly
 - Day/Adventure
- College Passes
 - o SWIC
 - o UMSL
 - o Webster
 - o SLU
 - Wash-U Employee
 - Wash-U Student
 - o College/University Passes
- Paper Tickets
 - One Ride Ticket PINK; Non-Validated
 - MetroLink Pink One Ride Ticket Non-Validated
 - MetroLink 2 Hour Pass Validated
 - MetroLink 2 Hour Pass Non-Validated
 - o MetroLink Student Pass Validated
 - MetroLink Student Pass Non- Validated
 - MetroLink Half Fare Ticket Validated
 - MetroLink Half Fare Ticket Non-Validated
 - o Reduced Fare Ticket Validated
 - o Reduced Fare Ticket Non-Validated
 - o Reduced Fare 2 Hour Pass Validated
 - o Reduced Fare 2 Hou Pass Non-Validated
 - Wash U Day Pass
- Transfers
 - o Call-A-Ride Transfers
 - Metro Transfers

METRO Products NOT Accepted by DISTRICT (6 total instruments)

Gateway Cards with Stored Value (MCT has no way to decrement the stored value)

Trolley Tickets (Trolleys only operate in Missouri)
 One-Ride Ticket PINK; Validated (Ride was already provided by Metro)
 Bi-State Contractor Badges (Not employees of Metro or Bi-State)
 Metro Contractor Badges (Not employees of Metro or Bi-State)

High School Pass (non-smartcard) (Metro high school passes are accepted)