

**AGENDA**  
**Board of Trustees Meeting**  
 Madison County Mass Transit District  
 8:30 a.m., Thursday, November 19, 2020  
 Video/Teleconference

<b><u>Section</u></b>	<b><u>Item</u></b>	<b><u>Recommendation</u></b>
I.	<b>Pledge of Allegiance</b>	
II.	<b>Call to Order: Roll Call.</b>	
III.	<b>Public Comments.</b>	
IV.	<b><u>Consideration of the minutes of the October 29, 2020 regular meeting for inclusion in the official records of the District.</u></b>	Approval
V.	<b><u>Financial:</u></b>	
	A. Presentation of the FY2020 Audit: Scott Weber and Drew Nicol, Scheffel Boyle	Approval
	B. Payments and Claims: Consideration of the October 2020 claims for payment.	Approval
	C. Monthly Financial Report: Review of the monthly financial records as of October 31, 2020.	Approval
VI.	<b><u>Transit Service:</u></b>	
	A. Managing Director's Report, SJ Morrison	Information
	B. Resolution 21-14 Authorizing the Fares and Fees for the District's Regional Vanpool Program	Approval
	C. Resolution 21-15 Authorizing an Award of Contract to Oates Associates, Inc. for Design Services for Schoolhouse Trail Tunnel Under IL-157	Approval
VII.	<b><u>Other Business:</u></b>	
VIII.	<b><u>Executive session to discuss the acquisition or lease of real property under (c)(5), and litigation under (c)(11) of the Open Meetings Act (5 ILCS 120/2).</u></b>	
IX.	<b><u>Adjournment</u></b>	Approval

**MINUTES**  
**Board of Trustees**

Madison County Mass Transit District  
One Transit Way, Granite City, Illinois  
8:30 a.m., Thursday, October 29, 2020

**I. Pledge of Allegiance**

Chairman Jedda led the reciting of the Pledge of Allegiance.

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

Chairman Jedda called the meeting to order at 8:30 a.m.

MEMBERS PRESENT: ALLEN P. ADOMITE, ANDREW F. ECONOMY,  
CHRISTOPHER C. GUY, RONALD L. JEDDA, AND J.  
KELLY SCHMIDT.

MEMBER ABSENT: NONE.

OTHERS PRESENT: TONYA GENOVESE, LEGAL COUNSEL; ANDREW  
CARRUTHERS, LEGAL COUNSEL; SJ MORRISON, ACT;  
SUMMER MOORE, ACT; MICHELLE DOMER, ACT; PHIL  
ROGGIO, ACT; MARK STEYER, ACT; JONATHAN  
CORTEZ, ACT; AMANDA SCHOMAKER, ACT; MARLA  
BROWN, ACT; TINA JOHNESSEE, ACT; TINA ROGIER,  
ACT; CAL MORRIS, AAIC, INC.

**III. Public Comments**

No public comments were presented.

**IV. Consideration of the Minutes of the September 24, 2020, regular meeting for inclusion in the official records of the District.**

TRUSTEE GUY MADE THE MOTION, SECONDED BY TRUSTEE ECONOMY, TO APPROVE THE MINUTES FOR INCLUSION IN THE OFFICIAL RECORDS OF THE DISTRICT.

A ROLL CALL VOTE FOLLOWED:

ALLEN P. ADOMITE	AYE
ANDREW F. ECONOMY	AYE
CHRISTOPHER C. GUY	AYE
RONALD L. JEDDA	AYE
J. KELLY SCHMIDT	AYE

ALL AYES. NO NAYS. MOTION CARRIED.

**V. Financial**

A. Payments and Claims: Consideration of the August 2020 claims for payment:

Managing Director SJ Morrison presented the payments and claims report.

TRUSTEE ECONOMY MADE THE MOTION, SECONDED BY TRUSTEE GUY, TO APPROVE THE PAYMENTS AND CLAIMS TO THE CITY OF TROY AND THE AGENCY FOR COMMUNITY TRANSIT.

A ROLL CALL VOTE FOLLOWED:

ALLEN P. ADOMITE	ABSTAINED
ANDREW F. ECONOMY	AYE
CHRISTOPHER C. GUY	AYE
RONALD L. JEDDA	AYE
J. KELLY SCHMIDT	ABSTAINED

TRUSTEE ADOMITE & SCHMIDT ABSTAINED. ALL AYES. NO NAYS. MOTION CARRIED.

TRUSTEE GUY MADE THE MOTION, SECONDED BY TRUSTEE ADOMITE, TO APPROVE THE PAYMENTS AND CLAIMS, EXCLUDING THE PAYMENTS AND CLAIMS TO THE CITY OF TROY AND THE AGENCY FOR COMMUNITY TRANSIT.

A ROLL CALL VOTE FOLLOWED:

ALLEN P. ADOMITE	AYE
ANDREW F. ECONOMY	AYE
CHRISTOPHER C. GUY	AYE
RONALD L. JEDDA	AYE
J. KELLY SCHMIDT	AYE

ALL AYES. NO NAYS. MOTION CARRIED.

- B. Monthly Financial Report: Reviews of the monthly financial records as of September 30, 2020:

Managing Director SJ Morrison presented the monthly financial report.

TRUSTEE ADOMITE MADE THE MOTION, SECONDED BY TRUSTEE SCHMIDT, TO APPROVE OF THE MONTHLY FINANCIAL REPORT AS OF DATE.

A ROLL CALL VOTE FOLLOWED:

ALLEN P. ADOMITE	AYE
ANDREW F. ECONOMY	AYE
CHRISTOPHER C. GUY	AYE
RONALD L. JEDDA	AYE
J. KELLY SCHMIDT	AYE

ALL AYES. NO NAYS. MOTION CARRIED.

- C. Quarterly Investment Report

ACT Director of Accounting, Michelle Domer, presented the Quarterly Investment Report.

TRUSTEE ADOMITE MADE THE MOTION, SECONDED BY TRUSTEE SCHMIDT, TO APPROVE OF THE QUARTERLY INVESTMENT REPORT.

A ROLL CALL VOTE FOLLOWED:

ALLEN P. ADOMITE	AYE
ANDREW F. ECONOMY	AYE
CHRISTOPHER C. GUY	AYE

RONALD L. JEDDA                      AYE  
J. KELLY SCHMIDT                      AYE

ALL AYES. NO NAYS. MOTION CARRIED.

D. Capital Budget Review

Managing Director SJ Morrison presented the Capital Budget Review and provided status updates on all projects in the current MCT Capital Budget.

**VI. Transit Service**

A. Managing Director's Report:

Managing Director, SJ Morrison produced the report.

Fixed Route ridership increased to ninety-three thousand (93,000) boardings in September, this is still a forty-nine percent decrease from the previous September. Fixed Route averages three thousand eight hundred (3,800) boardings per day.

Paratransit continues to average ninety to one hundred trips per day.

The Confluence Trail is closed from McKinley Bridge to America's Central Port for the Terminal Railroad Bridge reconstruction.

A pre-construction trail beautification project meeting was held Monday, October 26, with Focal Pointe Outdoor Solutions. Phase I, tree planting, is scheduled to commence next week and end December 31. Phase II, berms, flowers, and shrub planting are scheduled to be completed on April 1, 2021.

Morrison mentioned how the Transportation Network Companies (TNC), such as Uber and Lyft, are legally obligated by Federal Transit Administration (FTA) requirements regardless of the use of Federal funds or not. The most common types of service outlined by the FTA are first mile/last mile, low demand service, supplementing ADA Paratransit Service, provisions of new Demand Response Service, and Non-Service Partnerships (linking passengers to TNC apps and/or marketing).

B. Proposal to Revise Vanpool Fares

ACT Director of Marketing & Communications, Amanda Schomaker presented the Proposal to Revise Vanpool Fares. The proposed fare chart is available online for viewing, will be sent directly to all current vanpoolers, and a public meeting will be held virtually on November 12. All comments will be presented to the Board at the November meeting.

C. TRUSTEE ADOMITE MADE THE MOTION, SECONDED BY TRUSTEE ECONOMY, TO APPROVE THE FOLLOWING RESOLUTION:

21-11 AUTHORIZING AN AWARD OF CONTRACT TO AAIC, INC. FOR DESIGN SERVICES FOR ADMINISTRATION BUILDING AND SAFETY & SECURITY IMPROVEMENTS

A ROLL CALL VOTE FOLLOWED:

ALLEN P. ADOMITE                      AYE  
ANDREW F. ECONOMY                      AYE



CHRISTOPHER C. GUY	AYE
RONALD L. JEDDA	AYE
J. KELLY SCHMIDT	AYE

ALL AYES. NO NAYS. MOTION CARRIED.

- D. TRUSTEE SCHMIDT MADE THE MOTION, SECONDED BY TRUSTEE ECONOMY, TO APPROVE THE FOLLOWING RESOLUTION:

21-12 AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR AN ILLINOIS TRANSPORTATION ENHANCEMENT PROGRAM GRANT FOR THE INSTALLATION OF A GRADE SEPARATION AT IL-111 AND MCT SCHOOLHOUSE TRAIL

A ROLL CALL VOTE FOLLOWED:

ALLEN P. ADOMITE	AYE
ANDREW F. ECONOMY	AYE
CHRISTOPHER C. GUY	AYE
RONALD L. JEDDA	AYE
J. KELLY SCHMIDT	AYE

ALL AYES. NO NAYS. MOTION CARRIED.

- E. TRUSTEE ADOMITE MADE THE MOTION, SECONDED BY TRUSTEE GUY, TO APPROVE THE FOLLOWING RESOLUTION:

21-13 AUTHORIZING THE AWARD OF CONTRACT FOR CONSTRUCTION OF THE EASTGATE PARK & RIDE FACILITY

A ROLL CALL VOTE FOLLOWED:

ALLEN P. ADOMITE	AYE
ANDREW F. ECONOMY	AYE
CHRISTOPHER C. GUY	AYE
RONALD L. JEDDA	AYE
J. KELLY SCHMIDT	AYE

ALL AYES. NO NAYS. MOTION CARRIED.

**VII. Other Business**

**VIII. Executive session to discuss the acquisition or lease of real property under (c)(5), and litigation under (c)(11) of the Open Meetings Act (5 ILCS 120/2).**

TRUSTEE ADOMITE MADE THE MOTION, SECONDED BY TRUSTEE GUY, TO MOVE INTO EXECUTIVE SESSION TO DISCUSS THE ACQUISITION OR LEASE OF REAL PROPERTY UNDER 2(C)(5), AND LITIGATION UNDER 2(C)(11) OF THE OPEN MEETINGS ACT (5 ILCS 120/2).

A ROLL CALL VOTE FOLLOWED:

ALLEN P. ADOMITE	AYE
ANDREW F. ECONOMY	AYE
CHRISTOPHER C. GUY	AYE
RONALD L. JEDDA	AYE
J. KELLY SCHMIDT	AYE

ALL AYES. NO NAYS. MOTION CARRIED.

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

A ROLL CALL VOTE FOLLOWED:

ALLEN P. ADOMITE	AYE
ANDREW F. ECONOMY	AYE
CHRISTOPHER C. GUY	AYE
RONALD L. JEDDA	AYE
J. KELLY SCHMIDT	AYE

ALL AYES. NO NAYS. MOTION CARRIED.

**IX. ADJOURNMENT**

TRUSTEE ADOMITE MADE THE MOTION, SECONDED BY TRUSTEE SCHMIDT TO ADJOURN.

A ROLL CALL VOTE FOLLOWED:

ALLEN P. ADOMITE	AYE
ANDREW F. ECONOMY	AYE
CHRISTOPHER C. GUY	AYE
RONALD L. JEDDA	AYE
J. KELLY SCHMIDT	AYE

ALL AYES. NO NAYS. MOTION CARRIED.

Meeting adjourned at 10:30 a.m.

Respectfully submitted

*Summer Moore*

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MADISON COUNTY MASS TRANSIT DISTRICT

REPORT AND FINANCIAL STATEMENTS

JUNE 30, 2020

MADISON COUNTY MASS TRANSIT DISTRICT  
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MADISON COUNTY MASS TRANSIT DISTRICT  
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ALTON EDWARDSVILLE BELLEVILLE HIGHLAND  
JERSEYVILLE COLUMBIA CARROLLTON

## INDEPENDENT AUDITOR'S REPORT

October 19, 2020

Board of Trustees  
Madison County Mass Transit District  
Madison County, Illinois

### **Report on the Financial Statements**

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the blended component unit, and each major fund of Madison County Mass Transit District, as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of the Agency for Community Transit, a blended component unit, which statements reflect total assets constituting 19 percent of combined total assets at June 30, 2020. Those statements were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for the Agency for Community Transit, is based solely on the report of the other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### ***Opinions***

In our opinion, based on our audit and the report of other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the blended component unit, and each major fund of Madison County Mass Transit District as of June 30, 2020, and its proprietary fund type as of December 31, 2019, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### ***Emphasis of Matter***

The present level of service of the District is dependent upon the District's ability to obtain operating assistance as described in Note 4. While resources exist to meet present obligations, revenues derived from services are not adequate to meet the expenses of continued service without such operating assistance.

### ***Other Matters***

#### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 6 through 10 and 34 through 36 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

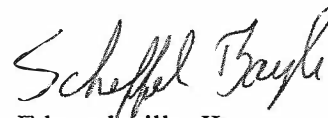
*Other Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The supplementary information contained in the schedule of expenses by function-proprietary fund type is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The schedule of expenses by function-proprietary fund type is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America by us and other auditors. In our opinion, based on our audit, the procedures performed as described above, and the report of other auditors and the schedule of expenses by function-proprietary fund type are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated October 19, 2020, on our consideration of Madison County Mass Transit District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

  
Edwardsville, IL





ALTON EDWARDSVILLE BELLEVILLE HIGHLAND  
JERSEYVILLE COLUMBIA CARROLLTON

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND  
OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL  
STATEMENTS PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS

October 19, 2020

Board of Trustees  
Madison County Mass Transit District  
Madison County, Illinois

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the blended component unit, and each major fund of Madison County Mass Transit District as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the Madison County Mass Transit District's basic financial statements, and have issued our report thereon dated October 19, 2020. Our report includes a reference to the other auditors who audited the financial statements of Agency for Community Transit, as described in our report on Madison County Mass Transit District's financial statements. The financial statements of Agency for Community Transit were not audited in accordance with *Government Auditing Standards*.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Madison County Mass Transit District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Madison County Mass Transit District's internal control. Accordingly, we do not express an opinion on the effectiveness of Madison County Mass Transit District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

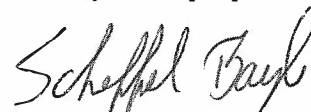
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Madison County Mass Transit District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

  
Edwardsville, IL

MADISON COUNTY MASS TRANSIT DISTRICT  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
JUNE 30, 2020

The following discussion and analysis of the Madison County Mass Transit District's financial performance provides an overview of the District's financial activities for the fiscal year ended June 30, 2020, compared to the financial activities for the year ended June 30, 2019. Please review it in conjunction with the District's financial statements and accompanying notes.

OVERVIEW OF THE FINANCIAL STATEMENTS

The accompanying financial statements contain two funds, the General Fund and the Business-Type Activities Fund. Both funds are considered to be Major Funds. The General Fund, which is classified as a Governmental Fund, contains the financial activity of the Madison County Mass Transit District (the District). The Business-Type Activities Fund, which is classified as a Proprietary Fund, contains the financial activity of the Agency for Community Transit (the Agency). The Agency is a not-for-profit entity with a December 31 fiscal year end. It is a blended component unit of the District. Further information regarding the Agency can be found in their separately-issued audited financial statements for the year ended December 31, 2019.

Reimbursements from the District to the Agency are reported in the accompanying financial statements as Transfers to Other Funds. Additional information concerning the combining of the General and Business-Type Activities funds as well as other accounting policies is contained in the accompanying notes to the financial statements.

FINANCIAL HIGHLIGHTS

During the year ended June 30, 2020, work was completed on construction of the Quercus Grove Trail Extension and the Troy-O'Fallon bike trail, which became part of the Goshen Trail. Other purchases included forty-two heavy duty thirty-foot buses for fixed route service, twenty-nine light-duty fourteen-passenger buses for demand response service, road supervisor vehicles, and vans for the St. Louis Regional Rideshare Program. Additional analysis of capital project expenditures is included on page 8 of this report.

The COVID-19 pandemic impacted the District's operations beginning in March 2020, and this pandemic is ongoing as of the date of this report. In response to this pandemic, the FTA awarded the District a Federal CARES Act grant in the amount of \$12,531,431 to help offset operating expenses, capital projects expenses, and preventive maintenance expenses over the next several fiscal years. Additional information is included on Note 7 of this report, on page 32.

Net Position: The District's net position reflects the difference between assets, what the District owns, and liabilities, what the District owes. During the year ended June 30, 2020, the District's combined net position increased \$19,755,623. The majority of this increase, \$18,394,809, is due to the increase in net fixed assets stemming from the purchases of the buses and other assets described above. Overall, the District continues to be in solid financial condition.

MADISON COUNTY MASS TRANSIT DISTRICT  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
JUNE 30, 2020

The following table summarizes the combined net position of the District and the Agency for the years ended June 30, 2020 and June 30, 2019:

Condensed Combined Statement of Financial Position

	<u>6/30/2020</u>	<u>6/30/2019</u>	<u>Increase (Decrease)</u>
<u>Assets</u>			
Cash and Investments	\$73,030,102	\$73,163,171	(\$133,069)
Receivables	7,151,170	5,238,117	1,913,053
Other Assets	2,205,811	1,904,670	301,141
Fixed Assets, Net	71,591,425	53,202,420	18,389,005
Total Assets	<u>\$153,978,508</u>	<u>\$133,508,378</u>	<u>\$20,470,130</u>
<u>Liabilities</u>			
Payables	\$2,988,341	\$2,311,260	\$677,081
Accrued Wages and Compensated Absences	3,282,396	3,275,241	7,155
Other Liabilities	640,513	610,242	30,271
Total Liabilities	<u>\$6,911,250</u>	<u>\$6,196,743</u>	<u>\$714,507</u>
<u>Net Position</u>			
Investment in Fixed Assets	\$71,591,425	\$53,202,420	\$18,389,005
Restricted for Local Match	17,841,400	19,729,777	(1,888,377)
Unrestricted	57,634,433	54,379,438	3,254,995
Total Net Position	<u>\$147,067,258</u>	<u>\$127,311,635</u>	<u>\$19,755,623</u>

Receivables: The increase in receivables is primarily due to amounts owed to the District for the purchases of thirty-foot buses and reimbursement of expenses related to the COVID-19 pandemic as of June 30, 2020.

Fixed Assets, Net: The main reasons for the increase in net fixed assets was the purchase of a thirty-foot bus fixed route fleet and a fourteen-passenger bus demand response fleet. Additional analysis of capital projects expenditures is included on page 8 of this report.

Net Position, Restricted for Local Match: The decrease in assigned fund balance is largely due to decreased amounts assigned for vehicle purchases when the new single year capital budget was approved during the year ended June 30, 2020.

MADISON COUNTY MASS TRANSIT DISTRICT  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
JUNE 30, 2020

Net Position, Unrestricted: The increase in unrestricted net position is mostly due to more revenues than expenditures in the current fiscal year.

Investment in Fixed Assets: The District's investment in fixed assets reports the land, buildings, improvements, vehicles and equipment utilized in the District's operations. The depreciation assessed to these assets spreads their cost over their estimated useful lives. Additional information regarding the fixed assets is included in Note 5.

The changes in net fixed assets in the General Fund during the years ended June 30, 2020 and June 30, 2019 are summarized as follows.

Summary of Fixed Assets Activity – General Fund

	<u>6/30/2020</u>	<u>6/30/2019</u>	Increase (Decrease)
Fixed Assets in Service, Beginning of the Year	\$133,407,173	\$132,732,480	\$674,693
Additions and Adjustments	26,514,320	1,246,279	25,268,041
Retirements	<u>(5,155,079)</u>	<u>(571,586)</u>	<u>(4,583,493)</u>
Fixed Assets in Service, End of the Year	<u>\$154,766,414</u>	<u>\$133,407,173</u>	<u>\$21,359,241</u>
Accumulated Depreciation, Beginning of the Year	\$80,236,086	\$73,337,095	\$6,898,991
Additions and Adjustments	8,046,557	7,465,614	580,943
Retirements	<u>(5,082,125)</u>	<u>(566,623)</u>	<u>(4,515,502)</u>
Accumulated Depreciation, End of the Year	<u>\$83,200,518</u>	<u>\$80,236,086</u>	<u>\$2,964,432</u>
Net Fixed Assets at the End of the Year	<u>\$71,565,896</u>	<u>\$53,171,087</u>	<u>\$18,394,809</u>

Capital Projects: Many of the District's fixed assets involve projects which take longer than one year to complete. The revenues and expenditures associated with these projects vary each fiscal year depending upon the status of the project. A summary of the revenues and expenditures associated with the major capital projects in progress in the General Fund during the years ended June 30, 2020 and June 30, 2019 is on the following page.

MADISON COUNTY MASS TRANSIT DISTRICT  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
JUNE 30, 2020

Capital Project Activity – General Fund

	Revenues		Expenditures	
	<u>6/30/20</u>	<u>6/30/19</u>	<u>6/30/20</u>	<u>6/30/19</u>
Transit Centers and Park and Ride				
Facilities	\$0	\$0	\$587,053	\$51,962
Equipment	239,339	122,709	9,900	104,320
Vehicles	18,419,334	148,217	24,168,572	601,546
Facility Improvements	0	0	529,610	48,721
Bikeways	668,798	231,908	1,219,185	439,729
Totals	<u>\$19,327,471</u>	<u>\$502,834</u>	<u>\$26,514,320</u>	<u>\$1,246,278</u>

Statement of Activities/Statement of Revenues, Expenditures and Changes in Fund Balance:

The following table summarizes the District's Statement of Activities for the General Fund for the year ended June 30, 2020:

Condensed Statement of Activities/Statement of Revenues, Expenditures and  
Changes in Fund Balance – General Fund

	<u>6/30/20</u>	<u>6/30/19</u>	<u>Change</u>
Revenues:			
Transit Operating Revenues	\$826,678	\$1,037,082	(\$210,404)
Capital Grant Revenues	19,327,471	502,834	18,824,637
Operating Grants	17,811,217	17,477,273	333,944
Sales Tax	13,589,837	12,972,382	617,455
Interest Income	1,370,762	1,226,840	143,922
Other Revenues	471,674	49,775	421,899
Total Revenues	<u>\$53,397,639</u>	<u>\$33,266,186</u>	<u>\$20,131,453</u>
Expenditures:			
Transit Services	\$3,304,884	\$3,639,214	(\$334,330)
Rideshare Program	346,618	384,349	(37,731)
Bikeways	1,392,175	439,729	952,446
Transit Centers and Equipment	25,122,145	806,549	24,315,596
Management and General	650,411	668,016	(17,605)
Total Expenditures	<u>\$30,816,233</u>	<u>\$5,937,857</u>	<u>\$24,878,376</u>
Transfers to Other Funds	<u>\$23,304,477</u>	<u>\$22,451,165</u>	<u>\$853,312</u>
Net Revenues Over (Under) Expenditures	<u>(\$723,071)</u>	<u>\$4,877,164</u>	<u>(\$5,600,235)</u>

MADISON COUNTY MASS TRANSIT DISTRICT  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
JUNE 30, 2020

These Statements measure the District's performance during the year. Significant fluctuations in the District's Statements for the year ended June 30, 2020 include the following:

- General Fund Revenues increased \$20,131,453
- General Fund Expenditures increased \$24,878,376

These changes are primarily due to the purchases of the thirty-foot bus fixed route fleet and the fourteen-passenger bus demand response fleet, as well as other capital projects activity during the year ending June 30, 2020.

General Fund Budget: The District's General Fund budget has two components, the Operating Budget and the Capital Budget. The Operating Budget measures the anticipated revenues and expenditures needed to perform the daily business operations of the District. The Capital Budget is used to account for the capital projects that generate the fixed assets of the District. In prior fiscal years, the District adopted multi-year capital budgets. However, for the year ending June 30, 2020, the District adopted a five-year capital plan, and a single year Capital Budget. The Operating and Capital budgets were modified during the year ending June 30, 2020, adding new projects and adjusting the anticipated revenues and costs of current projects. Resolutions were approved by the District's Board as additional projects were developed and related grant revenues were determined to be available.

The detailed comparison of the District's budgeted and actual expenditures is found with Schedule 1 on pages 34 through 36 of the accompanying financial statements.

REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of the District's finances for those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Office of the Accounting Director, One Transit Way, P.O. Box 7500, Granite City, Illinois 62040-7500.

MADISON COUNTY MASS TRANSIT DISTRICT  
STATEMENT OF FINANCIAL POSITION

	<u>GOVERNMENTAL</u> <u>ACTIVITIES</u> <u>JUNE 30, 2020</u>	<u>BUSINESS-TYPE</u> <u>ACTIVITIES</u> <u>AGENCY FOR</u> <u>COMMUNITY</u> <u>TRANSIT</u> <u>DECEMBER 31, 2019</u>	<u>TOTAL</u>
<u>ASSETS</u>			
Cash	\$ 10,443	\$ 4,536,951	\$ 4,547,394
Investments	46,982,708	21,500,000	68,482,708
Accounts Receivable, Net	101,409	165,118	266,527
Interest Receivable	69,960	-	69,960
Due from Governmental Agencies	4,816,688	-	4,816,688
Transfers Due from Other Funds	-	1,957,427	1,957,427
Inventory	949,670	-	949,670
Prepaid Expenses	869,827	186,755	1,056,582
Other Receivable	40,568	-	40,568
Other Assets	-	199,559	199,559
Fixed Assets, Net of Accumulated Depreciation	71,565,896	25,529	71,591,425
<b>TOTAL ASSETS</b>	<u><u>\$ 125,407,169</u></u>	<u><u>\$ 28,571,339</u></u>	<u><u>\$ 153,978,508</u></u>
<u>LIABILITIES AND NET POSITION</u>			
<u>LIABILITIES:</u>			
Accounts Payable	\$ 836,859	\$ 128,314	\$ 965,173
Contracts Payable - Retainage	27,309	-	27,309
Transfers Due to Other Funds	1,995,859	-	1,995,859
Accrued Wages and Compensated Absences	-	3,282,396	3,282,396
Other Liabilities	-	640,513	640,513
<b>Total Liabilities</b>	<u><u>\$ 2,860,027</u></u>	<u><u>\$ 4,051,223</u></u>	<u><u>\$ 6,911,250</u></u>
<u>NET POSITION:</u>			
Investment in Fixed Assets	\$ 71,565,896	\$ 25,529	\$ 71,591,425
Restricted For:			
Local Match	17,841,400	-	17,841,400
Unrestricted	33,139,846	24,494,587	57,634,433
<b>Total Net Position</b>	<u><u>\$ 122,547,142</u></u>	<u><u>\$ 24,520,116</u></u>	<u><u>\$ 147,067,258</u></u>
<b>TOTAL LIABILITIES AND NET POSITION</b>	<u><u>\$ 125,407,169</u></u>	<u><u>\$ 28,571,339</u></u>	<u><u>\$ 153,978,508</u></u>

The accompanying notes are an integral part of the financial statements.



MADISON COUNTY MASS TRANSIT DISTRICT  
STATEMENT OF ACTIVITIES

FUNCTIONS/PROGRAMS	EXPENSES	PROGRAM REVENUES			NET (EXPENSE) REVENUE AND CHANGES IN NET POSITION		
		CHARGES FOR SERVICES	CAPITAL GRANTS	OPERATING GRANTS	PRIMARY GOVERNMENT		TOTAL
					GOVERNMENTAL ACTIVITIES	BUSINESS-TYPE ACTIVITIES	
PRIMARY GOVERNMENT:							
Governmental Activities:							
For the Year Ended June 30, 2020							
Transportation	\$ 12,348,470	\$ 826,678	\$ 19,327,471	\$ 17,811,217	\$ 25,616,896	\$ -	\$ 25,616,896
Business-Type Activities:							
For the Year Ended December 31, 2019							
Transportation	\$ 23,700,808	\$ 1,511,723	\$ -	\$ -	\$ -	\$ (22,189,085)	\$ (22,189,085)
Total Primary Government	\$ 36,049,278	\$ 2,338,401	\$ 19,327,471	\$ 17,811,217	\$ 25,616,896	\$ (22,189,085)	\$ 3,427,811
General Revenues and Transfers:							
Sales Tax					\$ 13,589,837	\$ -	\$ 13,589,837
Miscellaneous					1,769,482	686,371	2,455,853
Transfers					(23,304,477)	23,586,599	282,122
Total General Revenues and Transfers					\$ (7,945,158)	\$ 24,272,970	\$ 16,327,812
Change in Net Position					\$ 17,671,738	\$ 2,083,885	\$ 19,755,623
Net Position, Beginning of Year					104,875,404	22,436,231	127,311,635
Net Position, End of Year					\$ 122,547,142	\$ 24,520,116	\$ 147,067,258

The accompanying notes are an integral part of the financial statements.

MADISON COUNTY MASS TRANSIT DISTRICT  
BALANCE SHEET - GOVERNMENTAL FUNDS  
JUNE 30, 2020

	<u>GENERAL</u> <u>FUND</u>
<u>ASSETS:</u>	
Cash	\$ 10,443
Investments	46,982,708
Accounts Receivable, Net	101,409
Interest Receivable	69,960
Due from Governmental Agencies	4,816,688
Inventory	949,670
Prepaid Expenses	869,827
Other Receivable	<u>40,568</u>
 TOTAL ASSETS	 <u>\$ 53,841,273</u>
 <u>LIABILITIES AND FUND BALANCES:</u>	
<u>LIABILITIES:</u>	
Accounts Payable	\$ 836,859
Contracts Payable - Retainage	27,309
Transfers Due to Other Funds	<u>1,995,859</u>
Total Liabilities	<u>\$ 2,860,027</u>
 <u>FUND BALANCES:</u>	
Nonspendable	
Inventory	\$ 949,670
Prepaid Expense	869,827
Assigned	
Local Match	17,841,400
Unassigned	<u>31,320,349</u>
Total Fund Balances	<u>\$ 50,981,246</u>
 TOTAL LIABILITIES AND FUND BALANCES	 <u>\$ 53,841,273</u>

The accompanying notes are an integral part of the financial statements.

MADISON COUNTY MASS TRANSIT DISTRICT  
RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET  
TO THE STATEMENT OF FINANCIAL POSITION  
JUNE 30, 2020

Total Fund Balances for Governmental Funds	\$ 50,981,246
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Total net position reported for governmental activities in the statement of net position is different because:

Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds. Those assets consist of:

Land	\$ 9,888,663	
Bikeways, buildings and improvements, net of \$47,841,422 accumulated depreciation	30,465,903	
Vehicles, net of \$29,769,723 accumulated depreciation	30,656,937	
Equipment, net of \$5,589,373 accumulated depreciation	<u>554,393</u>	
		<u>71,565,896</u>

Total Net Position of Governmental Activities	<u>\$ 122,547,142</u>
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The accompanying notes are an integral part of the financial statements.

MADISON COUNTY MASS TRANSIT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCES-  
GOVERNMENTAL FUNDS  
FOR THE YEAR ENDED JUNE 30, 2020

## GENERAL

## REVENUES:

Sales Tax	\$ 10,183,141
Interest	1,370,762
Illinois Department of Transportation (IDOT) Operating Assistance	16,380,459
Illinois Department of Transportation (IDOT) Local Sales Tax Reform	3,406,696
Rideshare Program	456,092
Lease and Rental Income	24,752
Federal Transit Administration (FTA) Section 5307	11,994,567
Federal Transit Administration (FTA) Section 5339	3,600,000
Federal CARES Act	875,913
Congestion Mitigation Air Quality (CMAQ)	3,153,449
Fares	826,678
Metro East Park and Recreation District (MEPRD)	633,458
Intergovernmental Agreements	44,750
Other Revenues	446,922
Total Revenues	<u>\$ 53,397,639</u>

## EXPENDITURES:

Transit Services (Note 1.A.)	\$ 3,192,719
Rideshare Program (Note 1.A.)	346,618
Professional and Other Services	214,058
Trustee Expense	13,955
District Office	422,398
Facilities Maintenance	112,165
Transit Centers and Park and Ride Facilities	414,063
Equipment	363,359
Vehicles	24,100,609
Facility Improvements	244,114
Bikeways	1,392,175
Total Expenditures	<u>\$ 30,816,233</u>

REVENUES OVER EXPENDITURES	\$ 22,581,406
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## OTHER FINANCING USES:

Transfers to Other Funds (Note 1.A.)	<u>23,304,477</u>
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## REVENUES UNDER EXPENDITURES

AND OTHER FINANCING USES	\$ (723,071)
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FUND BALANCE, BEGINNING OF YEAR	<u>51,704,317</u>
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FUND BALANCE, END OF YEAR	<u><u>\$ 50,981,246</u></u>
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The accompanying notes are an integral part of the financial statements.

MADISON COUNTY MASS TRANSIT DISTRICT  
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND  
CHANGES IN FUND BALANCE OF GOVERNMENTAL FUND  
TO THE STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED JUNE 30, 2020

Net Change in Fund Balance - Total Governmental Fund	\$ (723,071)
Amounts reported for governmental activities in the Statement of Activities are different because:	
Governmental funds report capital outlays as expenditures while governmental activities report depreciation expense to allocate those expenditures over the life of the assets. This is the amount by which capital outlays exceeded depreciation in the current period.	18,467,763
Governmental funds only report the disposal of assets to the extent proceeds are received from the sale. In the Statement of Activities, a gain or loss is reported for each disposal. This is the amount of the basis in the fixed assets disposed.	<u>(72,954)</u>
Change in Net Position of Governmental Activities	<u><u>\$ 17,671,738</u></u>

The accompanying notes are an integral part of the financial statements.

MADISON COUNTY MASS TRANSIT DISTRICT  
STATEMENT OF FINANCIAL POSITION - PROPRIETARY FUND  
AGENCY FOR COMMUNITY TRANSIT  
DECEMBER 31, 2019

TRANSPORTATIONASSETS

Cash	\$ 4,536,951
Investments	21,500,000
Accounts Receivable, Net	165,118
Due from Other Funds	1,957,427
Prepaid Insurance	2,357
Prepaid Expenses	184,398
Fixed Assets, Net of Accumulated Depreciation	25,529
Other Assets	<u>199,559</u>
 TOTAL ASSETS	 <u>\$ 28,571,339</u>

LIABILITIES

Accounts Payable	\$ 128,314
Accrued Wages and Compensated Absences	3,282,396
Other Liabilities	<u>640,513</u>
 Total Liabilities	 <u>\$ 4,051,223</u>

NET ASSETS

Investment in Fixed Assets	\$ 25,529
Unrestricted	<u>24,494,587</u>
 Total Net Assets (Exhibit "H")	 <u>\$ 24,520,116</u>
 TOTAL LIABILITIES AND NET ASSETS	 <u>\$ 28,571,339</u>

The accompanying notes are an integral part of the financial statements.

MADISON COUNTY MASS TRANSIT DISTRICT  
STATEMENT OF REVENUES, EXPENSES AND  
CHANGES IN FINANCIAL POSITION - PROPRIETARY FUND  
AGENCY FOR COMMUNITY TRANSIT  
FOR THE YEAR ENDED DECEMBER 31, 2019

TRANSPORTATION

OPERATING REVENUES:	
Charges for Services	\$ 1,511,723
OPERATING EXPENSES:	
Transportation Program (Schedule "2")	\$ 22,603,386
Management and General Expense (Schedule "2")	1,097,422
Total Operating Expenses	<u>\$ 23,700,808</u>
OPERATING LOSS	<u>\$ (22,189,085)</u>
NON-OPERATING REVENUES :	
Interest Income	\$ 540,777
Maintenance Income	51,106
Radio Tower Repeater Fees	23,832
Miscellaneous Income	69,684
Gain on Sale of Assets	972
Total Non-Operating Revenues	<u>\$ 686,371</u>
LOSS BEFORE OPERATING TRANSFERS FROM OTHER FUNDS	\$ (21,502,714)
TOTAL OPERATING TRANSFERS FROM OTHER FUNDS	<u>23,586,599</u>
INCREASE IN NET ASSETS	\$ 2,083,885
TOTAL NET ASSETS, BEGINNING OF YEAR	<u>22,436,231</u>
TOTAL NET ASSETS, END OF YEAR	<u><u>\$ 24,520,116</u></u>

The accompanying notes are an integral part of the financial statements.

MADISON COUNTY MASS TRANSIT DISTRICT  
STATEMENT OF CASH FLOWS - PROPRIETARY FUND  
AGENCY FOR COMMUNITY TRANSIT  
FOR THE YEAR ENDED DECEMBER 31, 2019

## CASH FLOWS FROM OPERATING ACTIVITIES:

Cash Received from Customers	\$ 1,600,438
Cash Paid to Employees and Suppliers	(23,671,318)
Interest Received	540,777
Net Cash Used by Operating Activities	<u>\$ (21,530,103)</u>

## CASH FLOWS FROM INVESTING ACTIVITIES:

Cash Purchase of Fixed Assets	\$ (8,611)
Purchase of Investments	(1,520,000)
Proceeds from Sale of Fixed Assets	972
Net Cash Used by Investing Activities	<u>\$ (1,527,639)</u>

## CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES:

Cash Received From Other Funds	<u>\$ 23,730,089</u>
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## NET INCREASE IN CASH

\$ 672,347

## CASH, BEGINNING OF YEAR

3,864,604

## CASH, END OF YEAR

\$ 4,536,951

RECONCILIATION OF LOSS BEFORE OPERATING TRANSFERS TO  
NET CASH FLOWS FROM OPERATING ACTIVITIES:

LOSS BEFORE OPERATING TRANSFERS	\$ (21,502,714)
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## ADJUSTMENTS:

Depreciation	14,415
(Gain)/Loss on Sale/Disposal of Property	(972)

## CHANGES IN ASSETS AND LIABILITIES:

## INCREASE (DECREASE) IN:

Accounts Receivable, Net	(55,907)
Prepaid Insurance	(123)
Prepaid Expenses	18,404
Other Assets	(2,649)

## INCREASE (DECREASE) IN:

Accounts Payable	(37,983)
Accrued Wages and Compensated Absences	7,155
Other Liabilities	<u>30,271</u>

## NET CASH USED BY OPERATING ACTIVITIES

\$ (21,530,103)

The accompanying notes are an integral part of the financial statements.



MADISON COUNTY MASS TRANSIT DISTRICT  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2020

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Madison County Mass Transit District was established in 1980 under the provision of the local Mass Transit District Act, as amended. The District is to provide transportation to the elderly and disabled, and fixed route transportation to the general public.

The accounting policies of the District conform to accounting principles generally accepted in the United States of America as applicable to governmental units. The accepted standard setting body for establishing governmental accounting and financial reporting principles is the Governmental Accounting Standards Board (GASB). The following is a summary of the significant accounting policies:

A. Reporting Entity

The following criteria have been developed to determine whether related organizations should be included within the financial reporting entity. The criteria, as set forth in GASB No. 14, "The Financial Reporting Entity", as amended by GASB No. 39 "Determining Whether Certain Organizations Are Component Units" is financial accountability. Financial accountability is defined as appointment of a voting majority of a component unit's board and either the ability to impose its will by a primary government or the possibility that a component unit will provide a financial benefit to or impose a financial burden on a primary government. Based on this criteria, the Agency for Community Transit, a not-for-profit entity with a December 31 fiscal year end, qualifies as a component unit.

The financial statements of the Agency for Community Transit (Agency) for year ended December 31, 2019, are reported as a blended component unit, and are presented as a proprietary fund type. The Agency issues separately audited financial statements and they can be obtained from the Agency's office. The following is a brief description of activities and relationship to the District:

The District contracts with the Agency to provide transportation services to the Madison County area and provide administrative services to the District. The Agency provides services exclusively for the District. The Agency's Board of Directors are appointed by the District's Board of Directors.

All transactions and balances between the District and the Agency have been reclassified as transfers to or from other funds. These transfer accounts will not balance at June 30, 2020, due to the different reporting periods of the District and the Agency. In addition, the operating budget of the District does not reflect the reclassification of the transactions and balances.

MADISON COUNTY MASS TRANSIT DISTRICT  
NOTES TO FINANCIAL STATEMENTS (CONT'D)  
JUNE 30, 2020

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

B. Fund Accounting

The accounts of the District are organized on the basis of funds. The operation of the funds are accounted for by providing a separate set of self-balancing accounts which comprise its assets, liabilities, fund balances, revenue, and expenditures.

General Fund - The General Fund is the operating fund of the District. It accounts for all financial resources that are not required to be accounted for in another fund.

Proprietary Fund - The Proprietary Fund reports the activity of the component unit. The fund's objective is the determination of change in net assets and cash flows.

C. Basis of Accounting

Government-Wide Financial Statements

The statement of net position and the statement of activities display information about the District, the primary government, as a whole. These statements distinguish between activities that are governmental and those that are considered business-type activities.

The government-wide statements are prepared using the economic resources measurement focus and the accrual basis of accounting. This is the same approach used in the preparation of the proprietary fund financial statements but differs from the manner in which governmental fund financial statements are prepared. Therefore, governmental fund financial statements include a reconciliation with brief explanations to better identify the relationship between the government-wide statements and the statements for governmental funds.

The government-wide statement of activities presents a comparison between expenses and program revenues for each segment of the business-type activities of the District and for each governmental activity. Program revenues include charges paid by the recipients of the services offered by the programs and grants and contributions that are restricted to meeting operational or capital requirements of a particular program. Revenues which are not classified as program revenues are presented as general revenues. The comparison of program revenues and expenses identifies the extent to which each program or business segment is self-financing or draws from the general revenues of the District.

MADISON COUNTY MASS TRANSIT DISTRICT  
NOTES TO FINANCIAL STATEMENTS (CONT'D)  
JUNE 30, 2020

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

Fund Financial Statements

Fund financial statements report detailed information about the District. The focus of governmental and proprietary fund financial statements is on major funds rather than reporting funds by type. All funds are considered major.

Governmental Funds

All governmental funds are accounted for using modified accrual basis of accounting and the current financial resources measurement focus. Under this basis revenues are recognized in the accounting period in which they become measurable and available. Expenditures are recognized in the accounting period in which the fund liability is incurred, if measurable.

Revenue Recognition

The modified accrual basis of accounting is used in the Governmental Fund Type. Revenues are recognized when they become "measurable and available." Measurable means the amount can be determined. Available means collectable within the current period or soon enough thereafter to pay current liabilities.

Expenditure Recognition

The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Most expenditures are measurable and are recorded when the related fund liability is incurred. However, principal and interest on long-term debt, which has not matured, are recognized when paid. Allocations of costs, such as depreciation and amortization, are not recognized in the governmental funds.

Proprietary Funds

All proprietary funds are accounted for using the accrual basis of accounting. The economic resource focus determines costs as a means of maintaining capital investment and management control. Their revenues are recognized when they are earned and their expenses are recognized when they are incurred. Allocations of costs, such as depreciation, are recorded in proprietary funds.

MADISON COUNTY MASS TRANSIT DISTRICT  
NOTES TO FINANCIAL STATEMENTS (CONT'D)  
JUNE 30, 2020

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

D. Investments

Investments are carried at cost, which approximates market.

E. Inventory

Inventory consists of bus parts, fuel and lubricants and is valued at cost. Cost is determined by the first-in, first-out method.

F. Fixed Assets and Depreciation

The accounting and reporting treatment applied to the fixed assets associated with a fund are determined by its measurement focus. General fixed assets are long-lived assets of the District as a whole with a cost of \$5,000 or greater. When purchased, such assets are recorded as expenditures in the governmental fund. The valuation basis for general fixed assets is historical cost. Historical cost is the amount paid by the District for the asset. The District pays only the local portion of some bikeway projects. The local portion is the historical cost. Where historical cost is not available, estimated historical cost is based on replacement cost. Donated fixed assets are reported at their fair market value as of the date received.

Fixed assets in the proprietary fund are capitalized in the fund in which they are utilized. The valuation basis for proprietary fund fixed assets are the same as those used for the general fixed assets.

Depreciation of fixed assets is computed and recorded by the straight-line method. Estimated useful lives of the various classes of depreciable fixed assets are as follows:

Buildings and Improvements	15 to 25 years
Vehicles	4 to 12 years
Equipment	3 to 10 years

MADISON COUNTY MASS TRANSIT DISTRICT  
NOTES TO FINANCIAL STATEMENTS (CONT'D)  
JUNE 30, 2020

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

G. Equity Classifications

Government-Wide Statements

Equity is classified as net position and displayed in three components:

- a. Invested in capital assets, net of related debt – Amount of capital assets, net of accumulated depreciation, less outstanding balances of any bonds, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.
- b. Restricted – Amount of net position that is subject to restrictions that are imposed by 1) external groups, such as creditors, grantors, contributors or laws and regulations of other governments or 2) law through constitutional provisions or enabling legislation.
- c. Unrestricted – Net position that is neither classified as restricted nor as invested in capital assets, net of related debt.

Fund Statements

Governmental fund equity is classified as fund balance. In accordance with Governmental Accounting Standards Board Statement No. 54 – Fund Balance Reporting and Governmental Fund Type Definitions, the District classifies governmental fund balance as follows:

- a. Nonspendable – Includes fund balance amounts that cannot be spent either because they are not in spendable form or because legal or contractual requirements require them to be maintained intact.
- b. Restricted – Consists of fund balances with constraints placed on their use either by 1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments or, 2) law through constitutional provisions of enabling legislation. As of June 30, 2020, the District does not have restricted funds.

MADISON COUNTY MASS TRANSIT DISTRICT  
NOTES TO FINANCIAL STATEMENTS (CONT'D)  
JUNE 30, 2020

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

- c. Committed – Includes fund balance amounts that are constrained for specific purposes that are internally imposed by the government through formal action of the highest level of decision-making authority. Fund balance amounts are committed through a formal resolution of the District board. This formal action must occur prior to the end of the fiscal year, but the amount of the commitment, which will be subject to the constraints, may be determined in the subsequent fiscal year. Any changes to the constraints imposed require the same formal action of the District board that originally created the commitment. As of June 30, 2020, the District does not have committed funds.
- d. Assigned – Includes spendable fund balance amounts that are intended to be used for specific purposes that are not considered restricted or committed. Fund balance may be assigned through the following: 1) The District board may take action to assign amounts for a specific purpose or, 2) all remaining positive spendable amounts in governmental funds, other than the general fund, that are neither restricted nor committed. Assignments may take place after the end of the fiscal year.
- e. Unassigned – Includes residual positive fund balance within the general fund which has not been classified within the other above-mentioned categories. Unassigned fund balance may also include negative balances for any governmental fund if expenditures exceed amounts restricted, committed or assigned for those specific purposes.

Unless specifically identified, expenditures act to reduce restricted balances first, then committed balances, next assigned balances, and finally to reduce unassigned balances. Expenditures for a specifically identified purpose will act to reduce the specific classification of fund balance that is identified.

The District has a formal minimum fund balance policy to maintain cash and investment balances at a level sufficient to pay for not less than nine months of operating expenditures and not less than 5% of the audited Net Fixed Assets at the end of the prior fiscal year. These minimum balances are included in unassigned fund balance.

The District also has a formal minimum fund balance policy to maintain cash and investments at a level sufficient to pay for not less than twelve months of the capital reserve amount. This minimum fund balance is included in assigned fund balance.

MADISON COUNTY MASS TRANSIT DISTRICT  
NOTES TO FINANCIAL STATEMENTS (CONT'D)  
JUNE 30, 2020

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

H. Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

I. Functional Allocation of Expenses

The costs of providing the various programs and other activities of the Proprietary Fund have been summarized on a functional basis in the schedule of functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

NOTE 2. CASH AND INVESTMENTS

Cash consists of cash on hand and cash in checking accounts. Investments consist of cash in high yield money market accounts, certificates of deposit, and a pooled investment account.

	<u>CARRYING</u> <u>AMOUNT</u>	<u>BANK</u> <u>BALANCE</u>
Cash:		
General Fund	\$ 10,443	\$ 2,468,251
Proprietary Fund	4,536,951	4,716,784
Total	<u>\$ 4,547,394</u>	<u>\$ 7,185,035</u>
Non-Pooled Investments:		
General Fund	\$ 41,214,057	\$ 41,214,057
Proprietary Fund	21,500,000	21,500,000
Pooled Investments:		
General Fund	5,768,651	5,768,651
Total	<u>\$ 68,482,708</u>	<u>\$ 68,482,708</u>

MADISON COUNTY MASS TRANSIT DISTRICT  
NOTES TO FINANCIAL STATEMENTS (CONT'D)  
JUNE 30, 2020

NOTE 2. CASH AND INVESTMENTS (CONT'D)

The District is authorized to invest in any type of security allowed for in Illinois statutes regarding the investment of public funds.

A. Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. One of the ways that the District manages its exposure to interest rate risk is by purchasing shorter term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for operations.

Information about the sensitivity of the fair values of the District's investments to market interest rate fluctuations is provided by the following table that shows the distribution of the District's investments by maturity.

	<u>Remaining Maturity</u>		
	<u>Total</u>	<u>12 months or less</u>	<u>1-5 years</u>
State Investment Pool	\$ 5,768,651	\$ 5,768,651	\$ -
Certificates of Deposit	62,632,000	26,185,000	36,447,000
Money Market Accounts	82,057	82,057	-
Total	<u>\$ 68,482,708</u>	<u>\$ 32,035,708</u>	<u>\$ 36,447,000</u>

B. Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The District invests in a state investment pool. The investment pool earned Standard and Poor's highest rating of AAAm.

C. Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party.



MADISON COUNTY MASS TRANSIT DISTRICT  
NOTES TO FINANCIAL STATEMENTS (CONT'D)  
JUNE 30, 2020

NOTE 2. CASH AND INVESTMENTS (CONT'D)

The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The District's deposit policy states that all funds on deposit in excess of federal depository insurance must be secured by collateral held at an independent third party in the name of the District. As of June 30, 2020, the District's General Fund cash and non-pool investments are \$41,224,500. All of the General Fund's cash and non-pooled investments and the Proprietary Fund's cash balance were fully insured and collateralized.

The District's investment in the state investment pool is fully collateralized. The District maintains a separate investment account representing a proportionate share of the pool assets and its respective collateral; therefore no collateral is identified with each individual participant's account. The balance in the District's state investment pool as of June 30, 2020 was \$5,768,651.

NOTE 3. DUE FROM GOVERNMENTAL AGENCIES

The amount due from governmental agencies of \$4,816,688 represents sales tax collections from the Illinois Department of Revenue (IDOR), sales tax and grant payments from the Illinois Department of Transportation (IDOT), grant payments from the Missouri Department of Transportation (MoDOT), the Federal Transit Administration (FTA), and the Metro East Park and Recreation District (MEPRD).

The following details the amount due from governmental agencies:

IDOR:	Sales Tax		\$ 2,548,138
IDOT:	Operating Assistance	\$ (1,284,885)	
	Commuter Initiative	40,802	
	Rideshare Program	42,307	
			(1,201,776)
MoDOT:	Rideshare Program		205,010
FTA:	Capital Grants		3,106,273
MEPRD:	Capital Grants		159,043
			<u>\$ 4,816,688</u>

MADISON COUNTY MASS TRANSIT DISTRICT  
NOTES TO FINANCIAL STATEMENTS (CONT'D)  
JUNE 30, 2020

NOTE 4. STATE AND FEDERAL PROGRAMS

Operating Assistance:

During 1989, legislation passed which allowed state sales tax monies to go to the District for reimbursement of eligible operating expenditures in providing transportation services.

An annual contract is signed with the Illinois Department of Transportation (IDOT) which states the requirements necessary to receive such funds. Reimbursements requested for eligible expenditures incurred during the year ended June 30, 2020, were \$16,380,459.

Rideshare Program:

The District has agreements with the Illinois Department of Transportation (IDOT) and the Missouri Department of Transportation (MoDOT) for the purpose of increasing vehicle occupancy and decreasing vehicle miles traveled in the St. Louis Metropolitan Region. This program is funded by Congestion Mitigation and Air Quality (CMAQ). The District has entered into agreements for reimbursement of 100% of the eligible expenses incurred during the year.

The amount requested for reimbursement under the agreements for the year ended June 30, 2020, was \$456,092.

Bikeway Projects:

The District has agreements with the Metro East Park and Recreation District (MEPRD) to reimburse costs associated with a variety of bikeways. The amount reimbursed under these agreements for the year ended June 30, 2020 was 3,153,449 .

Federal and State Grants:

The District received monies from the Federal Transit Administration (FTA) and Illinois Department of Transportation (IDOT) through various grants. The FTA and IDOT grants were entered into for the construction of transit facilities and purchases of vehicles, equipment, COVID-19 response supplies, and other items. The District is reimbursed for 80% - 100% of the original grant amount from FTA or IDOT, as a pass-through from FTA, with the remaining amount being reimbursed by IDOT or funded by the District. The amount requested from FTA and IDOT for the fiscal year ended June 30, 2020 was \$19,532,328 and \$91,601, respectively. The following details the funds requested to the District by FTA for the year ended June 30, 2020:

Section 5307	\$ 11,994,567
Section 5339	3,600,000
CMAQ	3,061,848
Federal CARES Act	875,913
	<u>\$ 19,532,328</u>

MADISON COUNTY MASS TRANSIT DISTRICT  
NOTES TO FINANCIAL STATEMENTS (CONT'D)  
JUNE 30, 2020

NOTE 5. FIXED ASSETS

A summary of the Fixed Assets for the governmental activities is as follows:

	<u>BALANCE</u> <u>JUNE 30, 2019</u>	<u>ADDITIONS</u>	<u>RETIREMENTS</u>	<u>BALANCE</u> <u>JUNE 30, 2020</u>
Fixed Assets, not being depreciated:				
Land	\$ 9,572,617	\$ 316,046	\$ -	\$ 9,888,663
Subtotal	<u>\$ 9,572,617</u>	<u>\$ 316,046</u>	<u>\$ -</u>	<u>\$ 9,888,663</u>
Fixed Assets, being depreciated:				
Buildings and Improvements	\$ 76,287,523	\$ 2,019,802	\$ -	\$ 78,307,325
Vehicles	41,135,510	24,168,572	4,877,422	60,426,660
Equipment	6,411,523	9,900	277,657	6,143,766
Subtotal	<u>\$ 123,834,556</u>	<u>\$ 26,198,274</u>	<u>\$ 5,155,079</u>	<u>\$ 144,877,751</u>
Accumulated Depreciation:				
Buildings and Improvements	\$ 44,420,862	\$ 3,420,560	\$ -	\$ 47,841,422
Vehicles	30,362,058	4,212,133	4,804,468	29,769,723
Equipment	5,453,166	413,864	277,657	5,589,373
Subtotal	<u>\$ 80,236,086</u>	<u>\$ 8,046,557</u>	<u>\$ 5,082,125</u>	<u>\$ 83,200,518</u>
Net Fixed Assets	<u>\$ 53,171,087</u>	<u>\$ 18,467,763</u>	<u>\$ 72,954</u>	<u>\$ 71,565,896</u>

Depreciation in the amount of \$8,046,557 was charged to the Transportation Governmental Activity.

A summary of Fixed Assets for the business-type activities is as follows:

Transit and Service Vehicles	\$ 115,429
Leasehold Improvements	5,779
Furniture, Fixtures, and Equipment	571,410
	<u>\$ 692,618</u>
Less, Accumulated Depreciation	(667,089)
Net Fixed Assets	<u>\$ 25,529</u>

Depreciation in the amount of \$14,415 was charged to the Transportation Business-Type Activity.

MADISON COUNTY MASS TRANSIT DISTRICT  
NOTES TO FINANCIAL STATEMENTS (CONT'D)  
JUNE 30, 2020

NOTE 6. RETIREMENT PLAN

The Agency contributes to three Retirement Plans for the benefit of employees.

The Agency administers a deferred compensation plan under Section 403(b) of the Internal Revenue Code. The plan is open to all non-union employees. Participant deferrals between 2.5% and 5% of income are matched 2 for 1 by the Agency if eligibility requirements are met. The Agency contributed \$496,834 and \$470,801 to the plan for the years ended December 31, 2019 and 2018, respectively.

Agency union employees are able to participate in a union sponsored defined contribution plan under Section 401(k) of the Internal Revenue Code. The plan is open to all union employees. Participant deferrals between 1% and 5% of wages are matched 1 for 1 by the Agency if eligibility requirements are met. The Agency contributed \$191,365 and \$180,027 to the plan for the years ended December 31, 2019 and 2018, respectively.

In 2006, the Agency began making contributions to a 457(f) deferred compensation arrangement. Funds are retained in a separate bank account until the benefits are vested and the monies are withdrawn. The balance in the account, including interest, is \$199,559 and \$196,910 as of December 31, 2019 and 2018, respectively. This amount is also being recorded as a liability in the Agency's statement of financial position.

NOTE 7. RISK MANAGEMENT/CONTINGENCIES

The District is exposed to various risks of loss related to limited torts; theft of, damage to and destruction of assets; errors and omissions for which the District carries commercial insurance. There have been no significant reductions in coverage from the prior year and settlements have not exceeded coverage in the past three fiscal years.

The District, at times, is a defendant in various lawsuits. Although the outcomes of these lawsuits are not presently determinable, in the opinion of the District's management the resolution of these matters will not have a material adverse effect on the financial condition of the District.

MADISON COUNTY MASS TRANSIT DISTRICT  
NOTES TO FINANCIAL STATEMENTS (CONT'D)  
JUNE 30, 2020

NOTE 7. RISK MANAGEMENT/CONTINGENCIES (CONT'D)

On March 11, 2020, the World Health Organization declared the outbreak of coronavirus (COVID-19) a pandemic. The resulting restrictions on travel and quarantines imposed have had a negative impact on the U.S. economy and business activity globally. The full impact of the COVID-19 outbreak continues to evolve as of the date of this report. As such, it is uncertain as to the full magnitude that the pandemic will have on the District's financial condition and future results of operations. Management is actively monitoring the impact of the global situation on its financial condition, operations, and workforce. Given the daily evolution of the COVID-19 outbreak and the global responses to curb its spread, the District is not able to estimate the effects of the COVID-19 outbreak on its results of operations or financial condition for fiscal year 2021. On April 2, 2020, the FTA announced funding to help the nation's public transportation systems respond to COVID-19 with funding provided through the Coronavirus Aid, Relief, and Economic Security (CARES) Act, signed on March 27, 2020. The total CARES Act apportionment awarded to the District was \$12,531,431. The funding is provided at 100 percent federal share, with no local match required, and the grant funds are available to use to offset eligible operating and capital activities until expended.

NOTE 8. SELF-INSURANCE

The Agency has established a limited self-insurance program for the purpose of paying up to \$50,000 per general liability claim. Any claim in excess of the \$50,000 is covered by a supplemental insurance plan. The Agency has incurred claims (net of recoveries) of \$182,440 and \$127,723 under this program for the years ended December 31, 2019 and 2018, respectively. A self-insurance reserve has been established for claims incurred but not paid of \$265,746 and \$243,077 for the years ended December 31, 2019 and 2018, respectively.

The Agency is required under their limited self-insurance program to fund a separate checking account designated to pay claims. The balance in this account was \$41,911 and \$38,894 for the years ended December 31, 2019 and 2018, respectively.

NOTE 9. OPERATING LEASE

The District entered into a three-year operating lease during fiscal year ended June 30, 2017 for the lease of three vehicles for the Rideshare program. The lease expired in March 2020 with a one year extension through March 2021, with the same terms. The lease agreements require monthly payments of \$992. The remaining minimum future lease payments under the lease agreement, for fiscal year ending June 30, 2021, is \$8,928. The amount of expenditures recognized under these lease agreements for the year ended June 30, 2020, was \$11,906.

MADISON COUNTY MASS TRANSIT DISTRICT  
NOTES TO FINANCIAL STATEMENTS (CONT'D)  
JUNE 30, 2020

NOTE 10. NET POSITION/FUND BALANCES

Local Match

The District passed various resolutions authorizing the submittal of a Transportation Improvement Program. Funding assistance is available through various federal programs which require matching funds for the projects to be submitted. The resolutions have assigned \$17,841,400 of the Fund Balance for these matching funds.

NOTE 11. SUBSEQUENT EVENTS

The effect of subsequent events on the financial statements has been evaluated through October 19, 2020 which is the date the financial statements were available to be issued.

MADISON COUNTY MASS TRANSIT DISTRICT  
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES  
BUDGET AND ACTUAL  
MAJOR GOVERNMENTAL FUND  
FOR THE YEAR ENDED JUNE 30, 2020

	GENERAL FUND		
	BUDGET AMOUNTS		ACTUAL AMOUNTS
	ORIGINAL BUDGET	FINAL BUDGET	
			BUDGETARY BASIS
REVENUES:			
Sales Tax	\$ 9,300,000	\$ 9,300,000	\$ 10,183,141
Interest	750,000	750,000	1,370,762
Illinois Department of Transportation (IDOT) Operating Assistance	17,260,000	17,260,000	16,380,459
Illinois Department of Transportation (IDOT) Local Sales Tax Reform	2,600,000	2,600,000	3,406,696
Rideshare Program	650,000	650,000	456,092
Lease and Rental Income	-	-	24,752
Federal Transit Administration (FTA) Section 5307	19,462,600	19,462,600	11,994,567
Federal Transit Administration (FTA) Section 5339	3,600,000	3,600,000	3,600,000
Federal CARES Act Funding	-	610,000	875,913
Illinois Department of Transportation (IDOT)	240,000	240,000	-
Congestion Mitigation Air Quality (CMAQ)	2,168,000	2,168,000	3,153,449
Fares	1,032,000	1,032,000	826,678
Metro East Park and Recreation District (MEPRD)	2,050,000	2,050,000	633,458
Illinois Department of Natural Resources (IDNR)	576,000	576,000	-
Intergovernmental Agreements	-	-	44,750
Other Revenues	16,000	16,000	446,922
Total Revenues	<u>\$ 59,704,600</u>	<u>\$ 60,314,600</u>	<u>\$ 53,397,639</u>

THIS SCHEDULE CONTINUED ON NEXT PAGE

SEE ACCOMPANYING INDEPENDENT AUDITOR'S REPORT

MADISON COUNTY MASS TRANSIT DISTRICT  
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES  
BUDGET AND ACTUAL  
MAJOR GOVERNMENTAL FUND  
FOR THE YEAR ENDED JUNE 30, 2020

	GENERAL FUND		
	BUDGET AMOUNTS		ACTUAL AMOUNTS
	ORIGINAL BUDGET	FINAL BUDGET	
			BUDGETARY BASIS
EXPENDITURES:			
Transit Services (Note 1.A.)	\$ 26,000,000	\$ 26,000,000	\$ 3,192,719
Rideshare Program (Note 1.A.)	750,000	750,000	346,618
Professional and Other Services	265,000	275,000	214,058
Administrative Contract (Note 1.A.)	500,000	500,000	-
Trustee Expense	30,000	30,000	13,955
District Office	515,000	515,000	422,398
Facilities Maintenance	825,000	825,000	112,165
Transit Centers and Park and Ride Facilities	4,450,000	4,450,000	414,063
Equipment	1,418,000	1,503,000	363,359
Vehicles	25,842,000	25,842,000	24,100,609
Facility Improvements	4,058,000	4,058,000	244,114
Bikeways	7,970,000	7,970,000	1,392,175
Miscellaneous	3,100,000	3,090,000	-
Total Expenditures	<u>\$ 75,723,000</u>	<u>\$ 75,808,000</u>	<u>\$ 30,816,233</u>
REVENUES OVER (UNDER) EXPENDITURES	<u>\$ (16,018,400)</u>	<u>\$ (15,493,400)</u>	\$ 22,581,406
OTHER FINANCING USES:			
Transfers to Other Funds (Note 1.A.)			<u>23,304,477</u>
REVENUES UNDER EXPENDITURES AND OTHER FINANCING USES			\$ (723,071)
FUND BALANCE, BEGINNING OF YEAR			<u>51,704,317</u>
FUND BALANCE, END OF YEAR			<u>\$ 50,981,246</u>

SEE ACCOMPANYING INDEPENDENT AUDITOR'S REPORT



MADISON COUNTY MASS TRANSIT DISTRICT  
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
JUNE 30, 2020

NOTE 1 – BUDGET AND BUDGETARY ACCOUNTING

The fiscal year 2020 operating and capital budgets were approved by the District Board of Trustees at the September 26, 2019 board meeting.

The Schedule of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual – Major Governmental Fund presents a comparison of budgetary data to actual results.

MADISON COUNTY MASS TRANSIT DISTRICT  
SCHEDULE OF EXPENSES BY FUNCTION - PROPRIETARY FUND  
AGENCY FOR COMMUNITY TRANSIT  
FOR THE YEAR ENDED DECEMBER 31, 2019

	<u>PROGRAM SERVICES</u>	<u>SUPPORTING SERVICES</u>	
	<u>TRANSPORTATION</u>	<u>MANAGEMENT &amp; GENERAL</u>	<u>TOTAL</u>
TRANSPORTATION EXPENSES:			
Gas, Oil and Lubricants	\$ 151,214	\$ 3,511	\$ 154,725
Purchased Transportation	153	-	153
Vehicle Insurance Payments and Recoveries	198,803	-	198,803
Licenses and Permits	11,863	103	11,966
Vehicle Maintenance	1,381,911	2,352	1,384,263
Rideshare	759,837	-	759,837
Total Transportation Expenses	<u>\$ 2,503,781</u>	<u>\$ 5,966</u>	<u>\$ 2,509,747</u>
SALARIES AND RELATED EXPENSES:			
Salaries	\$ 14,184,272	\$ 392,706	\$ 14,576,978
Employee Benefits	3,658,857	107,609	3,766,466
Payroll Taxes	1,067,033	33,060	1,100,093
Personnel	69,231	7,396	76,627
Total Salaries and Related Expenses	<u>\$ 18,979,393</u>	<u>\$ 540,771</u>	<u>\$ 19,520,164</u>
OTHER EXPENSES:			
Advertising	\$ 66,984	\$ -	\$ 66,984
Conferences, Meetings and Dues	18,442	12,143	30,585
Depreciation	5,193	9,222	14,415
Miscellaneous	21,765	6,928	28,693
Facilities, Office and Insurance	867,330	312,319	1,179,649
Professional, Consultant and Other	136,022	210,073	346,095
Radio Tower	4,476	-	4,476
Total Other Expenses	<u>\$ 1,120,212</u>	<u>\$ 550,685</u>	<u>\$ 1,670,897</u>
TOTAL EXPENSES (Exhibit "H")	<u>\$ 22,603,386</u>	<u>\$ 1,097,422</u>	<u>\$ 23,700,808</u>

11/10/2020 13:07

jhartke

WARRANT: 111920

Madison County Mass Transit District

CURRENT CHECK REGISTER - PER DIEM

10/01/2020 to 10/31/2020

P 1

prchkreg

CHECK DATE: 11/19/2020

EMP #	NAME	TYP	NET PAY	CHECK #	CHECK DATE	SPECIAL
10012	ADOMITE, ALLEN P.	CK	0.00	003210009	11/19/2020	
10009	JEDDA, RONALD L.	CK	0.00	003210010	11/19/2020	
2 ** TOTAL CHECK(S)			0.00			

11/10/2020 13:09

jhartke

WARRANT: 111920

Madison County Mass Transit District

ADVICE REGISTER - PER DIEM

From: 10/01/2020 To: 10/31/2020

P 1

pradvreg

EMP #	NAME	CHK #	NET PAY
10013	ECONOMY, ANDREW F	005210017	184.70
10011	GUY, CHRISTOPHER C	005210018	184.70
10010	SCHMIDT, J. KELLY	005210019	184.70
1138	Internal Revenue Servi	005210020	522.40
Total Deposits: 4			1,076.50

11/10/2020 13:06  
tpohlman

Madison County Mass Transit District  
CHECK REGISTER

P 1  
apcshdsb

CASH ACCOUNT: 10000000 10101      Checking Account

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
4210217	11/10/2020	PRTD	1253 City Treasurer Granite City		110220	10/30/2020		110620	45.25
						CHECK	4210217	TOTAL:	45.25
4210218	11/10/2020	PRTD	3984 City of Troy		110220SPTPR	10/30/2020		110620	13.89
					110220WSTPR	10/30/2020		110620	24.41
						CHECK	4210218	TOTAL:	38.30
4210219	11/10/2020	PRTD	1220 Illinois American Wa		102620GCTC	10/26/2020		110620	275.40
						CHECK	4210219	TOTAL:	275.40
4210220	11/10/2020	PRTD	1220 Illinois American Wa		110320AHSRIR	11/03/2020		110620	64.63
						CHECK	4210220	TOTAL:	64.63
4210221	11/10/2020	PRTD	1220 Illinois American Wa		110320AHSRWS	11/03/2020		110620	91.58
						CHECK	4210221	TOTAL:	91.58
4210222	11/10/2020	PRTD	3848 Missouri Highways &		103020	10/30/2020		110620	19,714.20
						CHECK	4210222	TOTAL:	19,714.20
4210223	11/10/2020	PRTD	1506 Village of Glen Carb		102320GLPR	10/23/2020		110620	10.80
						CHECK	4210223	TOTAL:	10.80
4210224	11/10/2020	PRTD	1932 Wex Bank		68386645	10/31/2020		110620	6,100.81
						CHECK	4210224	TOTAL:	6,100.81

11/10/2020 13:06  
tpohlman

Madison County Mass Transit District  
CHECK REGISTER

P 2  
apcshdsb

NUMBER OF CHECKS      8                    \*\*\* CASH ACCOUNT TOTAL \*\*\*                    26,340.97

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	8	26,340.97

\*\*\* GRAND TOTAL \*\*\*                    26,340.97

11/10/2020 13:38  
tpohlman

Madison County Mass Transit District  
CHECK REGISTER

P 1  
apcshdsb

CASH ACCOUNT: 10000000 10101      Checking Account

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
4210225	11/19/2020	PRTD	2501 Agency for Community		NOV20	11/02/2020		111920	41,666.66
					OCT20BW	11/06/2020		111920	59,696.55
					OCT20DR	11/06/2020		111920	188,244.83
					OCT20FR	11/06/2020		111920	1,646,945.63
					OCT20RS	11/06/2020		111920	46,001.49
					OCT20VP	11/06/2020		111920	14,471.73
						CHECK	4210225	TOTAL:	1,997,026.89
4210226	11/19/2020	PRTD	1050 Ameren Illinois		Oct20CRockRd	10/30/2020		111920	45.02
						CHECK	4210226	TOTAL:	45.02
4210227	11/19/2020	PRTD	1501 Ameren Illinois		OCT20	11/04/2020		111920	7,091.77
						CHECK	4210227	TOTAL:	7,091.77
4210228	11/19/2020	PRTD	2031 Best-One Fleet Servi		80104018	10/22/2020		111920	90.00
					80104284	10/29/2020		111920	120.00
					80104495	11/04/2020		111920	140.00
						CHECK	4210228	TOTAL:	350.00
4210229	11/19/2020	PRTD	1507 Energy Petroleum Co		1835105	10/30/2020	12100039	111920	8,882.64
					1835201	10/23/2020	12100036	111920	9,255.27
					1835206	10/27/2020	12100037	111920	8,806.44
					1835207	10/27/2020	12100038	111920	8,916.96
						CHECK	4210229	TOTAL:	35,861.31
4210230	11/19/2020	PRTD	4016 Hepler Broom LLC		834979	10/16/2020		111920	2,079.00
						CHECK	4210230	TOTAL:	2,079.00

11/10/2020 13:38 | Madison County Mass Transit District  
tpohlman | CHECK REGISTER

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CASH ACCOUNT: 10000000 10101      Checking Account

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
4210231	11/19/2020	PRTD	3920 The Jerry Costello G		DEC20	11/02/2020		111920	7,000.00
						CHECK	4210231	TOTAL:	7,000.00
4210232	11/19/2020	PRTD	1439 Juneau Associates, I		43988	09/30/2020		111920	3,424.50
						CHECK	4210232	TOTAL:	3,424.50
4210233	11/19/2020	PRTD	1602 Madison County State		DEC20	11/02/2020		111920	4,500.00
						CHECK	4210233	TOTAL:	4,500.00
4210234	11/19/2020	PRTD	1698 O'Brien Tire & Auto		0224608	11/03/2020		111920	1,506.88
						CHECK	4210234	TOTAL:	1,506.88
4210235	11/19/2020	PRTD	3980 The Bancorp Bank		489577-43	11/02/2020	12000100	111920	992.13
						CHECK	4210235	TOTAL:	992.13
4210236	11/19/2020	PRTD	3811 Thouvenot, Wade & Mo		67582	10/31/2020		111920	13,133.75
						CHECK	4210236	TOTAL:	13,133.75
4210237	11/19/2020	PRTD	3965 UPS Supply Chain Sol		1428745914	10/23/2020		111920	42.45
						CHECK	4210237	TOTAL:	42.45
4210238	11/19/2020	PRTD	4006 Volkert Inc.		00409216	09/30/2020		111920	7,412.35
						CHECK	4210238	TOTAL:	7,412.35
4210239	11/19/2020	PRTD	3986 Michael Joseph Walte		NOV20	11/02/2020		111920	3,000.00
						CHECK	4210239	TOTAL:	3,000.00

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Madison County Mass Transit District  
CHECK REGISTER

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NUMBER OF CHECKS	15	*** CASH ACCOUNT TOTAL ***	2,083,466.05
		COUNT	AMOUNT
		-----	-----
TOTAL PRINTED CHECKS	15	2,083,466.05	
		*** GRAND TOTAL ***	2,083,466.05



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Madison County Mass Transit District  
ELECTRONIC FUNDS TRANSFER REGISTER

P 1  
apcshdsb

CASH ACCOUNT: 10000000 10101      Checking Account

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
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9210022	11/19/2020	EFT	4013 Andrew Economy		OCT20	11/06/2020		111920	5.75
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CHECK	9210022 TOTAL:	5.75
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9210023	11/19/2020	EFT	4002 Christopher C. Guy		OCT20	11/09/2020		111920	8.62
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CHECK	9210023 TOTAL:	8.62
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9210024	11/19/2020	EFT	3982 Ronald L. Jedda		OCT20	11/06/2020		111920	21.85
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CHECK	9210024 TOTAL:	21.85
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9210025	11/19/2020	EFT	3994 J. Kelly Schmidt		OCT20	11/06/2020		111920	9.20
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CHECK	9210025 TOTAL:	9.20
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NUMBER OF CHECKS	4	*** CASH ACCOUNT TOTAL ***	45.42
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	COUNT	AMOUNT
TOTAL EFT'S	4	45.42

*** GRAND TOTAL ***	45.42
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Madison County Mass Transit District  
CHECK REGISTER

P 1  
apcshdsb

CASH ACCOUNT: 10000000 10101      Checking Account

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
4210240	11/19/2020	PRTD	1050 Ameren Illinois		OCT20	11/13/2020		111920B	5,582.75
						CHECK	4210240	TOTAL:	5,582.75
4210241	11/19/2020	PRTD	1501 Ameren Illinois		110220Nature	11/02/2020		111920B	14.86
						CHECK	4210241	TOTAL:	14.86
4210242	11/19/2020	PRTD	1043 AT&T		NOV20	11/01/2020		111920B	22.93
						CHECK	4210242	TOTAL:	22.93
4210243	11/19/2020	PRTD	3839 Bank of Hillsboro		111820-1	11/18/2020		111920B	1,000,000.00
						CHECK	4210243	TOTAL:	1,000,000.00
4210244	11/19/2020	PRTD	3839 Bank of Hillsboro		111820-2	11/18/2020		111920B	1,000,000.00
						CHECK	4210244	TOTAL:	1,000,000.00
4210245	11/19/2020	PRTD	3839 Bank of Hillsboro		111820-3	11/18/2020		111920B	1,000,000.00
						CHECK	4210245	TOTAL:	1,000,000.00
4210246	11/19/2020	PRTD	1433 City of Edwardsville		111320L	11/13/2020		111920B	56.60
					111320SPEPR	11/13/2020		111920B	8.12
					111320WSEPR	11/13/2020		111920B	38.16
						CHECK	4210246	TOTAL:	102.88
4210247	11/19/2020	PRTD	1436 City of Highland		OCT20HPR	11/05/2020		111920B	173.87
						CHECK	4210247	TOTAL:	173.87
4210248	11/19/2020	PRTD	2047 City of Wood River		111020SPWRTC	11/06/2020		111920B	6.50
					111020WSWRTC	11/06/2020		111920B	30.64
						CHECK	4210248	TOTAL:	37.14

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Madison County Mass Transit District  
CHECK REGISTER

P 2  
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CASH ACCOUNT: 10000000 10101

Checking Account

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
4210249	11/19/2020	PRTD	1507 Energy Petroleum Co		1835113	11/03/2020	12100040	111920B	9,110.12
					1839321	11/10/2020	12100041	111920B	10,570.59
						CHECK	4210249	TOTAL:	19,680.71
4210250	11/19/2020	PRTD	1113 FedEx		7-172-78983	11/05/2020		111920B	29.93
					7-179-36902	11/12/2020		111920B	33.67
						CHECK	4210250	TOTAL:	63.60
4210251	11/19/2020	PRTD	3996 FCB Banks		111820	11/18/2020		111920B	1,500,000.00
						CHECK	4210251	TOTAL:	1,500,000.00
4210252	11/19/2020	PRTD	1029 Fort Russell Townshi		111620	11/06/2020		111920B	361.48
						CHECK	4210252	TOTAL:	361.48
4210253	11/19/2020	PRTD	1220 Illinois American Wa		111120SPATC	11/11/2020		111920B	179.75
						CHECK	4210253	TOTAL:	179.75
4210254	11/19/2020	PRTD	1220 Illinois American Wa		111120WSATC	11/11/2020		111920B	241.80
						CHECK	4210254	TOTAL:	241.80
4210255	11/19/2020	PRTD	1733 Johnny on the Spot #		47-000237862	10/31/2020		111920B	765.30
						CHECK	4210255	TOTAL:	765.30
4210256	11/19/2020	PRTD	1439 Juneau Associates, I		44047	09/30/2020		111920B	500.00
					44048	09/30/2020		111920B	4,573.40
					44049	09/30/2020		111920B	3,091.00
						CHECK	4210256	TOTAL:	8,164.40
4210257	11/19/2020	PRTD	1698 O'Brien Tire & Auto		0224805	11/11/2020		111920B	849.56

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Madison County Mass Transit District  
CHECK REGISTER

P 3  
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CASH ACCOUNT: 10000000 10101

Checking Account

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
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						CHECK	4210257	TOTAL:	849.56
4210258	11/19/2020	PRTD	1173 Oates Associates		33242	11/11/2020		111920B	3,000.00
						CHECK	4210258	TOTAL:	3,000.00
4210259	11/19/2020	PRTD	1051 Pontoon Beach Public		110420-1	11/04/2020		111920B	264.18
					110420-2	11/04/2020		111920B	593.23
					110420BW	11/04/2020		111920B	615.81
					110420N	11/04/2020		111920B	24.65
					110420SS	11/04/2020		111920B	194.17
					110420T	11/04/2020		111920B	24.39
						CHECK	4210259	TOTAL:	1,716.43
4210260	11/19/2020	PRTD	3897 SSPRF		111620	11/16/2020		111920B	501.52
						CHECK	4210260	TOTAL:	501.52
4210261	11/19/2020	PRTD	3923 Xerox Corporation		011763360	11/01/2020	12000127	111920B	57.00
					011763361	11/01/2020	12000127	111920B	141.00
					011763362	11/01/2020	12000127	111920B	152.00
						CHECK	4210261	TOTAL:	350.00
NUMBER OF CHECKS						22	*** CASH ACCOUNT TOTAL ***		4,541,808.98
						COUNT	AMOUNT		
TOTAL PRINTED CHECKS						22	4,541,808.98		
						*** GRAND TOTAL ***		4,541,808.98	

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Madison County Mass Transit District  
CHECK REGISTER

P 1  
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CASH ACCOUNT: 10000000 10101      Checking Account

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
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4210262	11/18/2020	PRTD	1737 Wheatland Title Comp		111820	11/17/2020		111820	159,790.00
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CHECK	4210262	TOTAL:	159,790.00
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NUMBER OF CHECKS	1	*** CASH ACCOUNT TOTAL ***	159,790.00
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	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	159,790.00

*** GRAND TOTAL ***	159,790.00
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**Madison County Transit District**  
**Management Report of Revenue and Expenses**  
**October, 2020**

	<u>Current Month</u>	<u>Current YTD</u>	<u>Prior YTD</u>	<u>Percentage Increase / (Decrease) Over Prior YTD</u>	<u>FY21 Budget</u>	<u>Budget % Expended (33% of FY)</u>
<b>Revenue</b>						
<b>Operating Revenue</b>						
Sales Tax Revenue	\$912,784.76	\$3,499,714.03	\$3,532,254.48	-1%	\$8,370,000	42%
Interest Income	81,505.38	351,522.00	474,123.68	-26%	675,000	52%
IDOT Operating Assistance	0.00	0.00	12,101,050.00	0%	17,300,000	0%
Federal CARES Act Funding	0.00	0.00	0.00	100%	425,000	0%
Local Sales Tax Reform Fund	361,737.99	1,396,537.47	1,040,967.42	34%	2,340,000	60%
CMAQ Rideshare Marketing and Outreach	20,111.00	20,111.00	0.00	0%	400,000	5%
Commuter Initiative	19,706.34	19,706.34	14,238.38	0%	94,000	21%
Fares	82,500.00	82,500.00	0.00	100%	700,000	12%
Other Revenue	32,368.74	120,464.19	374,988.60	-68%	52,000	232%
Lease/Rental Income	0.00	0.00	0.00	100%	0	0%
Total Operating Revenue	<u>\$1,510,714.21</u>	<u>\$5,490,555.03</u>	<u>\$17,537,622.56</u>	<u>-69%</u>	<u>\$30,356,000</u>	<u>18%</u>
<b>Capital Revenue</b>						
FTA Transit Admin Section 5307	\$82,913.00	\$193,319.00	\$187,611.00	0%	\$15,680,512	1%
FTA Transit Admin Section 5339	0.00	0.00	0.00	0%	16,100,000	0%
Congestion Mitigation Air Quality	0.00	0.00	0.00	0%	4,405,000	0%
Illinois Department of Transportation	0.00	0.00	0.00	0%	6,000,000	0%
Illinois Department of Natural Resources	0.00	0.00	0.00	0%	916,000	0%
Intergovernmental Agreements	0.00	0.00	0.00	100%	0	0%
Metro East Park and Recreation District	0.00	0.00	0.00	0%	2,060,000	0%
Total Capital Revenue	<u>\$82,913.00</u>	<u>\$193,319.00</u>	<u>\$187,611.00</u>	<u>0%</u>	<u>\$45,161,512</u>	<u>0%</u>
<b>Total Revenues</b>	<u>\$1,593,627.21</u>	<u>\$5,683,874.03</u>	<u>\$17,725,233.56</u>	<u>-68%</u>	<u>\$75,517,512</u>	<u>8%</u>
<b>Expenses</b>						
<b>Operating Expenses</b>						
Fixed Route and Paratransit	\$2,004,085.23	\$7,769,880.01	\$8,419,022.39	-8%	\$26,883,000	29%
ACT Administrative Contract	41,666.67	166,666.67	166,666.67	0%	500,000	33%
Rideshare	78,574.13	316,350.42	179,463.79	76%	500,000	63%
Professional and Other Services	16,579.00	66,115.00	58,000.00	14%	276,000	24%
Trustee Expenses	1,121.92	4,455.47	4,613.26	-3%	30,000	15%
District Office Expenses	25,970.84	129,952.90	137,440.94	-5%	476,000	27%
Facilities Maintenance	60,572.91	235,883.81	238,534.82	-1%	828,000	28%
District Budget Contingency	0.00	0.00	0.00	0%	1,000,000	0%
Total Operating Expenses	<u>\$2,228,570.70</u>	<u>\$8,689,304.28</u>	<u>\$9,203,741.87</u>	<u>-6%</u>	<u>\$30,493,000</u>	<u>28%</u>
<b>Capital Expenses</b>						
Bikeways	\$30,418.97	\$196,595.10	\$687,056.20	-71%	\$14,190,000	1%
Bus Station/Stops and Park & Ride	2,587.50	10,769.55	37,026.65	0%	5,646,000	0%
Cooperative Police Bicycle Grant Program	0.00	0.00	0.00	0%	100,000	0%
Facility Improvements	114,620.00	128,290.00	66,400.00	93%	13,742,000	1%
Maintenance Equipment	0.00	380,543.50	0.00	0%	486,900	78%
MIS Equipment	7,700.00	9,004.00	72,072.00	0%	1,500,000	1%
Transit Support Equipment	0.00	0.00	173,433.89	0%	495,000	0%
Vehicles - Buses	0.00	4,000.00	907,187.09	0%	30,512,500	0%
Vehicles - Rideshare Vans	0.00	0.00	0.00	0%	912,082	0%
Vehicles - Transit Support	0.00	0.00	162,443.00	0%	382,000	0%
Contingency	0.00	0.00	0.00	0%	2,000,000	0%
Total Capital Expenses	<u>\$155,326.47</u>	<u>\$729,202.15</u>	<u>\$2,105,618.83</u>	<u>-65%</u>	<u>\$69,966,482</u>	<u>1%</u>
<b>Total Expenses</b>	<u>\$2,383,897.17</u>	<u>\$9,418,506.43</u>	<u>\$11,309,360.70</u>	<u>-17%</u>	<u>\$100,459,482</u>	<u>9%</u>
<b>Excess Revenue Over (Under) Expenses</b>	<u>(\$790,269.96)</u>	<u>(\$3,734,632.40)</u>	<u>\$6,415,872.86</u>	<u>-158%</u>	<u>(\$24,941,970)</u>	<u>15%</u>

Madison County Mass Transit District  
Income Statement with Budget Variance for the  
Period Ended October 31, 2020

Description	Current Period				Year to Date			
	<u>Actual</u>	<u>Budget</u>	<u>Deviation</u>	<u>Pct</u>	<u>Actual</u>	<u>Budget</u>	<u>Deviation</u>	<u>Pct ytd</u>
<b>OPERATING REVENUE</b>								
Sales Tax Revenue	912,784.76	697,500.00	215,284.76	130.87	3,499,714.03	2,790,000.00	709,714.03	125.44
Interest Income	81,505.38	56,250.00	25,255.38	144.90	351,522.00	225,000.00	126,522.00	156.23
IDOT Operating Assistance	0.00	1,441,666.67	-1,441,666.67	0.00	0.00	5,766,666.67	-5,766,666.67	0.00
Federal CARES Act Funding	0.00	35,416.67	-35,416.67	0.00	0.00	141,666.67	-141,666.67	0.00
Local Sales Tax Reform Fund	361,737.99	195,000.00	166,737.99	185.51	1,396,537.47	780,000.00	616,537.47	179.04
CMAQ Rideshare Marketing & Outreach	20,111.00	33,333.33	-13,222.33	60.33	20,111.00	133,333.33	-113,222.33	15.08
Commuter Initiative	19,706.34	7,833.33	11,873.01	251.57	19,706.34	31,333.33	-11,626.99	62.89
Fares	82,500.00	58,333.33	24,166.67	141.43	82,500.00	233,333.33	-150,833.33	35.36
Other Revenue	32,368.74	4,333.33	28,035.41	746.97	120,464.19	17,333.33	103,130.86	694.99
<b>TOTAL OPERATING REVENUE</b>	<b>1,510,714.21</b>	<b>2,529,666.66</b>	<b>-1,018,952.45</b>	<b>59.72</b>	<b>5,490,555.03</b>	<b>10,118,666.66</b>	<b>-4,628,111.63</b>	<b>54.26</b>
<b>CAPITAL REVENUE</b>								
Fed Transit Admin Section 5307	82,913.00	1,306,709.33	-1,223,796.33	6.35	193,319.00	5,226,837.33	-5,033,518.33	3.70
Fed Transit Admin Section 5339	0.00	1,341,666.67	-1,341,666.67	0.00	0.00	5,366,666.67	-5,366,666.67	0.00
Congestion Mitigation Air Quality	0.00	367,083.33	-367,083.33	0.00	0.00	1,468,333.33	-1,468,333.33	0.00
Illinois Dept of Transportation	0.00	500,000.00	-500,000.00	0.00	0.00	2,000,000.00	-2,000,000.00	0.00
Illinois Dept of Natural Resources	0.00	76,333.33	-76,333.33	0.00	0.00	305,333.33	-305,333.33	0.00
Metro East Park and Recreation District	0.00	180,000.00	-180,000.00	0.00	0.00	620,000.00	-620,000.00	0.00
<b>TOTAL CAPITAL REVENUE</b>	<b>82,913.00</b>	<b>3,771,792.66</b>	<b>-3,688,879.66</b>	<b>2.20</b>	<b>193,319.00</b>	<b>14,987,170.66</b>	<b>-14,793,851.66</b>	<b>1.29</b>
<b>TOTAL REVENUES</b>	<b>1,593,627.21</b>	<b>6,301,459.32</b>	<b>-4,707,832.11</b>	<b>25.29</b>	<b>5,683,874.03</b>	<b>25,105,837.32</b>	<b>-19,421,963.29</b>	<b>22.64</b>
<b>OPERATING EXPENSES</b>								
Fixed Route and Paratransit	2,004,085.23	2,240,250.00	-236,164.77	89.46	7,769,880.01	8,961,000.00	-1,191,119.99	86.71
ACT Administrative Contract	41,666.67	41,666.67	0.00	100.00	166,666.67	166,666.67	0.00	100.00
Rideshare	78,574.13	41,666.67	36,907.46	188.58	316,350.42	166,666.67	149,683.75	189.81
Professional and Other Services	16,579.00	23,000.00	-6,421.00	72.08	66,115.00	92,000.00	-25,885.00	71.86
Trustee Expenses	1,121.92	2,500.00	-1,378.08	44.88	4,455.47	10,000.00	-5,544.53	44.55
District Office Expenses	25,970.84	39,666.67	-13,695.83	65.47	129,952.90	158,666.67	-28,713.77	81.90
Facilities Maintenance	60,572.91	69,000.00	-8,427.09	87.79	235,883.81	276,000.00	-40,116.19	85.47
District Budget Contingency	0.00	83,333.33	-83,333.33	0.00	0.00	333,333.33	-333,333.33	0.00
<b>TOTAL OPERATING EXPENSES</b>	<b>2,228,570.70</b>	<b>2,541,083.34</b>	<b>-312,512.64</b>	<b>87.70</b>	<b>8,689,304.28</b>	<b>10,164,333.34</b>	<b>-1,475,029.06</b>	<b>85.49</b>
<b>CAPITAL EXPENSES</b>								
Bikeways	30,418.97	1,182,500.00	-1,152,081.03	2.57	196,595.10	4,730,000.00	-4,533,404.90	4.16
Bus Station/Stops and Park & Ride	2,587.50	470,500.00	-467,912.50	0.55	10,769.55	1,882,000.00	-1,871,230.45	0.57
Cooperative Police Bicycle Grant Program	0.00	8,333.33	-8,333.33	0.00	0.00	33,333.33	-33,333.33	0.00
Facility Improvements	114,620.00	1,145,166.67	-1,030,546.67	10.01	128,290.00	4,580,666.67	-4,452,376.67	2.80
Maintenance Equipment	0.00	40,575.00	-40,575.00	0.00	380,543.50	162,300.00	218,243.50	234.47
MIS Equipment	7,700.00	125,000.00	-117,300.00	6.16	9,004.00	500,000.00	-490,996.00	1.80
Transit Support Equipment	0.00	41,250.00	-41,250.00	0.00	0.00	165,000.00	-165,000.00	0.00
Vehicles - Buses	0.00	2,542,708.33	-2,542,708.33	0.00	4,000.00	10,170,833.33	-10,166,833.33	0.04
Vehicles - Rideshare Vans	0.00	76,006.83	-76,006.83	0.00	0.00	304,027.33	-304,027.33	0.00
Vehicles - Transit Support	0.00	31,833.33	-31,833.33	0.00	0.00	127,333.33	-127,333.33	0.00
Contingency	0.00	166,666.67	-166,666.67	0.00	0.00	666,666.67	-666,666.67	0.00
<b>TOTAL CAPITAL EXPENSES</b>	<b>155,326.47</b>	<b>5,830,540.16</b>	<b>-5,675,213.69</b>	<b>2.66</b>	<b>729,202.15</b>	<b>23,322,160.66</b>	<b>-22,592,958.51</b>	<b>3.13</b>
<b>TOTAL EXPENSES</b>	<b>2,383,897.17</b>	<b>8,371,623.50</b>	<b>-5,987,726.33</b>	<b>28.48</b>	<b>9,418,506.43</b>	<b>33,486,494.00</b>	<b>-24,067,987.57</b>	<b>28.13</b>
<b>EXCESS REVENUE OVER EXPENSE</b>	<b>-790,269.96</b>	<b>-2,070,164.18</b>	<b>1,279,894.22</b>	<b>38.17</b>	<b>-3,734,632.40</b>	<b>-8,380,656.68</b>	<b>4,646,024.28</b>	<b>44.56</b>

ASSETS

Checking Account	9,918.54
Prime Account	66,650.84
Illinois Funds Investment Pool	3,506,262.93
Investments	41,992,000.00
Inventory	949,670.18
Accounts Receivable	82,500.00
Capital Grants Receivables	866,884.03
Other Receivables	65,450.63
Sales Tax Receivable	2,625,936.37
Interest Receivable	76,963.26
Prepaid Expenses	456,252.24
TOTAL ASSETS	50,698,489.02

LIABILITIES

Accounts Payable	3,356,651.68
Retainage Payable	9,644.48
TOTAL LIABILITIES	3,366,296.16

FUND BALANCE

Nonspendable Fund Balance	1,819,497.71
Assigned Fund Balance	25,104,970.00
Beginning Unassigned Fund Balance	24,142,357.55
Excess Revenue Over Expenses	-3,734,632.40
Total Unassigned Fund Balance	20,407,725.15
TOTAL FUND BALANCE	47,332,192.86

TOTAL LIABILITIES AND FUND BALANCE	50,698,489.02
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UNAUDITED



MCT DETAILED SCHEDULE OF INVESTMENTS  
AT OCTOBER 31, 2020

INSTITUTION	PURCHASE DATE	CD OR ACCOUNT NUMBER	MATURITY DATE	INTEREST RATES	CERTIFICATE AMOUNT	WEIGHTED AVERAGE INTEREST
CERTIFICATES OF DEPOSIT (CD)						
Associated Bank	10-12-18	****1191	01-12-21	2.88%	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	
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	11-01-18	****7636	08-01-21	3.05%	1,000,000.00	
Bank of Hillsboro	11-01-18	****2880	11-01-21	3.10%	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	****0000	04-01-22	2.95%	1,000,000.00	
Bank of Hillsboro	05-01-19	****1102	05-01-22	3.00%	500,000.00	
Bank of Hillsboro	11-08-19	****8499	11-08-22	2.25%	2,000,000.00	
Bank of Hillsboro	03-06-20	****2369	12-06-22	1.95%	1,000,000.00	
Bank of Hillsboro	03-06-20	****7371	02-06-23	1.95%	1,000,000.00	
Bradford National Bank of Greenville	04-27-18	****7490	04-27-21	2.40%	350,000.00	
Bradford National Bank of Greenville	06-06-18	****7562	06-06-21	2.40%	500,000.00	
Busey Bank	02-06-19	****9119	03-06-21	2.82%	520,000.00	
Busey Bank	02-06-19	****9120	04-06-21	2.82%	300,000.00	
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.	05-10-18	****1526	05-10-21	2.40%	400,000.00	
Commerce Bank	06-11-18	****1562	06-11-21	2.65%	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	05-02-18	****6525	05-02-21	2.30%	400,000.00	
FCB Banks	10-12-18	****6530	10-12-21	3.00%	1,000,000.00	
FCB Banks	02-06-19	****6534	12-06-21	2.89%	1,000,000.00	
FCB Banks	02-06-19	****6535	01-06-22	3.04%	2,000,000.00	
FCB Banks	04-05-19	****6536	03-05-22	3.02%	1,000,000.00	
FCB Banks	06-10-19	****6538	05-10-22	2.87%	500,000.00	
FCB Banks	06-10-19	****6539	06-10-22	2.87%	1,000,000.00	
FCB Banks	07-11-19	****6720	07-11-22	2.66%	1,000,000.00	
First Mid Bank & Trust	07-02-18	****6660	06-28-21	2.85%	675,000.00	
Simmons Bank	08-13-20	****7949	11-13-20	0.40%	1,000,000.00	
Simmons Bank	11-08-19	****0840	09-08-21	1.88%	1,000,000.00	
Simmons Bank	11-15-19	****1921	08-15-22	1.88%	1,000,000.00	
Simmons Bank	11-15-19	****1939	09-15-22	1.88%	1,000,000.00	
State Bank of St. Jacob	07-27-20	****2351	07-27-22	1.00%	630,000.00	
State Bank of St. Jacob	08-25-20	****2370	08-25-22	0.85%	480,000.00	
Town and Country Bank	04-16-18	****4482	04-16-21	2.05%	100,000.00	
United Community Bank	09-02-20	****0970	09-02-23	0.95%	1,000,000.00	
PENDING CERTIFICATES OF DEPOSIT (CD) ACTIVITY						
TOTAL CD'S					<u>32,492,000.00</u>	2.48%
CERTIFICATES OF DEPOSIT ACCOUNT REGISTRY SERVICE (CDARS)						
Bank of Belleville	08-13-20	****8822	02-11-21	0.60%	1,000,000.00	
Bank of Belleville	08-13-20	****8814	08-12-21	0.80%	1,000,000.00	
Edwardsville Bank	08-13-20	****8741	11-12-20	0.40%	1,000,000.00	
Edwardsville Bank	09-03-20	****5201	09-02-21	0.70%	1,000,000.00	
Edwardsville Bank	10-08-20	****0587	10-06-22	0.75%	1,000,000.00	
Town and Country Bank	11-23-18	****0333	11-19-20	2.89%	1,000,000.00	
Town and Country Bank	11-23-18	****0392	12-17-20	2.89%	1,000,000.00	
Town and Country Bank	11-15-18	****0414	01-07-21	2.92%	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	
PENDING CERTIFICATES OF DEPOSIT ACCOUNT REGISTRY SERVICE (CDARS) ACTIVITY						
TOTAL CDARS					<u>9,500,000.00</u>	1.69%
TOTAL INVESTMENTS					<u>41,992,000.00</u>	
CASH ACCOUNTS						
MCT checking account				0.10%	9,918.54	
MCT prime account				0.10%	66,650.84	
Illinois Funds investment pool				0.095%	3,506,262.93	
TOTAL CASH					<u>3,582,832.31</u>	0.10%
TOTAL CASH AND INVESTMENTS					45,574,832.31	2.13%

**Freedom of Information Act (FOIA) Report**

**October 2020**

The following FOIA requests were received:

**10/21/2020            Dan Herkert of Alton, IL**

Employment, lobbying, or consulting contract between MCT and Michael Walters.

**10/23/2020            Tyler, TransitDataSupport.com**

Bus parts purchasing records from September 1, 2019 to the present. The specific information requested from the records:

1. Purchase Date
2. A brief description of the product purchased
3. Manufacturer's part number and other cross or matching references as available
4. Quantity of the product purchased
5. Price of the product purchased
6. Vendor name and address.

## RESOLUTION 21-14

### AUTHORIZING THE FARES AND FEES FOR THE DISTRICT'S REGIONAL VANPOOL 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.); and,

**WHEREAS**, the District operates the St. Louis regional rideshare program, known as RideFinders; and,

**WHEREAS**, one of the services offered to the region's residents by RideFinders is the provision of a van for groups of commuters who have similar work times and work destinations; and,

**WHEREAS**, the District has utilized Congestion Mitigation and Air Quality (CMAQ) funds to offset the capital cost of the vans used in its regional vanpool program; and,

**WHEREAS**, among the responsibilities of the District is the establishment and periodic adjustment of fares and fees for the regional vanpool program operated by the District to insure the vanpoolers pay for the operation and administration of the vanpool program; and,

**WHEREAS**, an extensive fare revenue and fee analysis was recently completed by the staff, and staff recommends that a new schedule of fares and fees be adopted by the District to insure sustainability of the St. Louis regional vanpool program; and,

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

1. The Fares and Fees as set forth in Attachment A are hereby adopted, to be made effective January 2, 2021.
2. The staff solicited comments at a public hearing on the possible adjustment and implementation of the fares and fees. The public hearing comments are as set forth in Attachment B.
3. Ronald L. Jedda, Chairman, or J. Kelly Schmidt, Vice Chairman, and/or SJ Morrison, Managing Director, of the Madison County Mass Transit District, are hereby authorized to take all actions necessary and appropriate in order to implement the Fare and Fee schedule in the District's vanpool program.
4. Ronald L. Jedda, Chairman, or J. Kelly Schmidt, Vice Chairman, and/or SJ Morrison, Managing Director, of the Madison County Mass Transit District, are hereby authorized to execute new Vanpool Participant agreements with participating vanpoolers, setting forth the Fares and Fees, terms and conditions, for said program.

**ADOPTED** by the Board of Trustees of the Madison County Mass Transit District, Madison County, Illinois, on this nineteenth day of November 2020.

Ronald Jedda

Ronald Jedda (Nov 20, 2020 05:38 CST)

Ronald L. Jedda, Chairman

J. Kelly Schmidt

J. Kelly Schmidt (Nov 20, 2020 14:59 CST)

J. Kelly Schmidt

Chris Guy

Chris Guy (Nov 19, 2020 15:29 CST)

Christopher C. Guy

ANDREW ECONOMY

ANDREW ECONOMY (Nov 23, 2020 08:10 CST)

Andrew F. Economy

Allen P. Adomite

Allen P. Adomite (Nov 23, 2020 11:13 CST)

Allen P. Adomite

APPROVED as to Form:

Tonya Genovese

Tonya Genovese (Nov 20, 2020 15:11 CST)

Tonya Genovese, Legal Counsel

## **CERTIFICATE**

I, Summer Moore, 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 19, 2020, 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 Fares and Fees as set forth in Attachment A are hereby adopted, to be made effective January 2, 2021.
2. The staff solicited comments at a public hearing on the possible adjustment and implementation of the fares and fees. The public hearing comments are as set forth in Attachment B.
3. Ronald L. Jedda, Chairman, or J. Kelly Schmidt, Vice Chairman, and/or SJ Morrison, Managing Director, of the Madison County Mass Transit District, are hereby authorized to take all actions necessary and appropriate in order to implement the Fare and Fee schedule in the District's vanpool program.
4. Ronald L. Jedda, Chairman, or J. Kelly Schmidt, Vice Chairman, and/or SJ Morrison, Managing Director, of the Madison County Mass Transit District, are hereby authorized to execute new Vanpool Participant agreements with participating vanpoolers, setting forth the Fares and Fees, terms and conditions, for said program.

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 nineteenth day of November 2020.

*Summer Moore*

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# Proposal for RideFinders Revised Vanpool Fare Adjustment

**To:** MCT Board of Trustees  
**From:** SJ Morrison, Amanda Schomaker  
**Date:** November 19, 2020

## SUMMARY:

In an effort to simplify the fare structure for the RideFinders Vanpool program and develop competitive fares to increase the number of users, staff recommends approval of the proposed Fare Chart below, to take effect January 1, 2021.

An initial draft of the proposed fare chart was presented to the MCT Board of Trustees on October 29, 2020 and Board members suggested reducing fares to make the program more competitive.

On November 2, an e-mail with the proposed fare chart was sent to all current vanpoolers and several critical comments were received. Those comments can be found in the attached "Public Comments" document, labeled "Attachment B."

In response to comments from both the MCT Board and the vanpoolers, staff reconvened and reduced the fares, as presented below. On November 12, 2020, a virtual public meeting was held. The revised fare chart was presented, and vanpoolers responded much more favorably.

The revised fare chart below includes a new category for round trip commutes less than 20 miles, and a discounted column for vans with 10 or more paying vanpoolers.

## RideFinders Vanpool Rider Fare Chart

Monthly Fares per Rider — **PROPOSED** — Effective January 2021

Daily Round-Trip Commute MILES	PROPOSED RATES		
	Full Time 3 + DAYS	Part Time 1 OR 2 DAYS	10 or More Vanpoolers
1 - 19	\$60.00	\$30.00	\$36.00
20 - 39	\$98.00	\$49.00	\$59.00
40 - 59	\$114.00	\$57.00	\$68.00
60 - 79	\$130.00	\$65.00	\$78.00
80 - 99	\$148.00	\$74.00	\$89.00
100 - 119	\$166.00	\$83.00	\$100.00
120 - 139	\$184.00	\$92.00	\$110.00
140 - 159	\$204.00	\$102.00	\$122.00
160 - 179	\$224.00	\$112.00	\$134.00
180 - 199	\$244.00	\$122.00	\$146.00
200 - 219	\$264.00	\$132.00	\$158.00

Vanpools must have a minimum of 5 riders.



RideFinders.org | (314) 621-7433



## Public Comments Regarding Proposed Changes January 2021 RideFinders Vanpool Fare Change

### Summary of Public Comments:

- RideFinders received **14 public comments**.
- All **14 comments were directly related to the proposed fare changes**.
- Of the 14 comments regarding the proposal **2 were positive**, **11 were negative**, and **1 was neutral**.
- Of the **11 negative comments**, all 11 were made prior to the public zoom meeting.

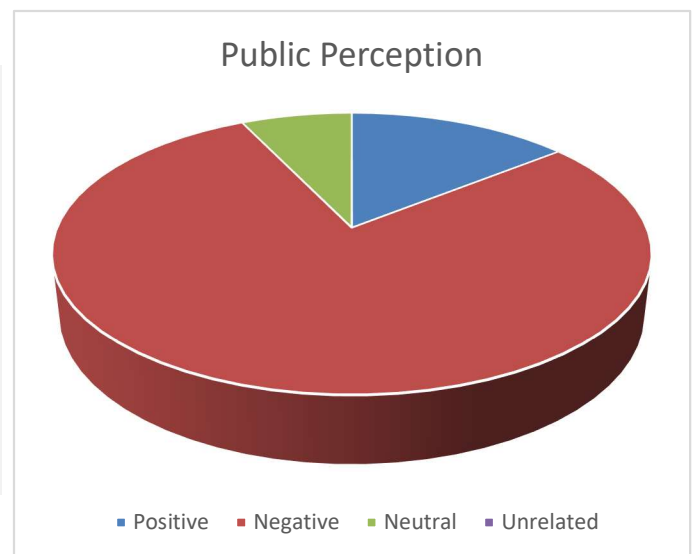
### Total Comments Received:

PUBLIC MEETING	PHONE	EMAIL	US MAIL	TOTAL COMMENTS
2	0	12	0	14

PUBLIC ZOOM MEETING	DATE	PEOPLE PRESENT	COMMENTS
Virtual	Thurs. Nov 12, 2020	6	2

### Comments Regarding Proposed Changes

Type	Meeting	Email	US Mail	TOTAL
Positive	2	-	-	2
Negative	-	11	-	11
Neutral	-	1	-	1
Unrelated	-	-	-	0
<b>TOTAL</b>	<b>2</b>	<b>12</b>	<b>-</b>	<b>14</b>



## **RideFinders Email Comments**

### **Proposal for January 2021 Vanpool Fare Change**

All comments have been typed as written.

1. The only thing I don't like is the minimum 5 riders. It was hard enough to find four.
2. I wanted to bring a thought up for you to consider. I am a backup driver for our van pool and would like to request a discount on my monthly fee as I am taking a huge responsibility as a backup driver but get no incentive to do so. Can you investigate the potential for a discounted monthly fee for people like me so we get some incentive to take on this burden and responsibility?
3. I am not sure why the large jump in price for vanpooling. If that could be explained why. Also, the more riders the cheaper the fare...Will that still be or are they setting a flat rate based on miles Cab rides are great to have. Maybe have some incentive if you don't use them. Free tshirt, gift card.?
4. We think this is a terrible idea. We cannot even find riders at \$136 a month. If I were in your shoes I would be lowering the cost to attract more riders. You are literally taking the incentive away for van pooling. The competitor is cheaper so I strongly encourage you all to think twice before increasing the rates.
5. I understand the need for fee structuring based on what has happened and how things still may continue to be for quite a while. The increases seem like a lot especially for the full time rider. I am still riding 2 days a week. Once I move back to full time that new fare is going to be \$80 more than I paid as a full time rider. That seems like a lot.
6. Most of the riders on our van have been riding for at least 10 years or more. I have been riding since 1999. I imagine you may have other Ridefinders customers that have also been riding for years. I would like to suggest some type of frequent rider/loyalty program. Maybe once a year a little break on our fare, drawings for gift cards, swag give aways, etc. Thanks.
7. From the looks of the document you are proposing to more than double what my riders are paying each month? What is the justification of that large of an increase?
8. Many of my riders have been in the van 20 yrs. When we went to the flat scale the initial price was significantly higher than what we were paying before the flat rate was put into place, riders wanted to leave at that time. Individual groups can car pool together at a significantly lower rate than the new recommended price. A 10 rider or up discount would have to be quite big to offset the flat rate increase that is proposed. I do realize that the program is in a bad situation with COVID and appreciate what RF has done to make it easier on my riders since we do not have anyone working in the office. Please keep in mind that employers are discouraging large ride-share situations upon the return to work due to COVID. A large increase I fear will cause many to leave the program.
9. As a primary driver of a van we are having a hard enough time trying to get people to join the van. As of right now we pay \$136 a person and increasing it to \$190 is an outrageous increase in price. If this would happen we would most likely lose people. In our case we have people that meet us half way and they pay the same as everyone else and if you increase the cost this much we would likely lose those riders. So I would like you to strongly suggest to the board to not increase the price.

10. Thank you for the email regarding the proposed pricing structure for the vanpools. Currently we have a difficult time picking up new riders at the current price structure so I would think that the large jump in price that we will see will steer potential new riders away. Also, it looks like there is no incentive in having more than 5 riders on the van since the price will not change. The current structure encourages riders to seek out new riders in order to lower their monthly cost.

11. I see no way we will get 5 riders, much less 10, for our VanPool. There just are not that many people that live in South St. Louis and work here. Also, since so many are working from home, very few people come into the office. I have not ridden in the van since February or March because Sharon has been working from home. Your email read as though there was a survey on this page, but I see no survey. If your requirement goes into effect, I suspect that you will lose two more riders.

12. I do not like the price increase and not willing to pay the outrageous price. I will be exploring different options for my transportation to and from work.

## **RideFinders Zoom Meeting Comments**

### **Proposal for January 2021 Vanpool Fare Change**

All comments have been typed as stated.

1. Thanks to RideFinders and especially Tina for the prompt responses to our emails. Boeing may not be going back to work until February or March 2021.
2. I reviewed the first propose rates online. (After reviewing the tentative revised rates). Wow, this is kind. Thank you. When will the new rates take effect? Great, thanks. I will share this with the other riders. Thanks, and stay safe.



## **RESOLUTION 21-15**

### **AUTHORIZING AN AWARD OF CONTRACT TO OATES ASSOCIATES, INC. FOR DESIGN SERVICES FOR SCHOOLHOUSE TRAIL TUNNEL UNDER IL 157**

**WHEREAS**, 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 Local Mass Transit District Act, 70 ILCS 3610/5 (14) provides for the general powers of the Board of Trustees of the District to include “to use its established funds, personnel, and other resources to acquire, construct, operate and maintain bikeways and trails. Districts may cooperate with other governmental and private agencies in bikeway and trail programs”; and,

**WHEREAS**, the District subsequently acquired more than 100 miles of former railroad alignments and developed more than 135 miles of separated Class One bikeways known as the MCT Trails, connecting many of the municipalities within the county; and,

**WHEREAS**, the District intends to make the at grade crossing of the Schoolhouse Trail crossing at IL-157 in Collinsville safer for bicyclist and pedestrians; and,

**WHEREAS**, the District requires the services of qualified firms to provide design services for tunnel design and site improvements for a grade separation at IL-157; and,

**WHEREAS**, the District approved an agreement with Oates Associates, Inc. for engineering services to study two grade separation structure options for the Schoolhouse Trail crossing at IL-157 on May 15, 2020; and,

**WHEREAS**, the study with schematic design and preliminary budget have been completed for the proposed grade separation structure options and it was determined a tunnel was the preferred option; and,

**WHEREAS**, it has been determined to be in the best interest of the District and the residents of Madison County, Illinois, to award a contract to Oates Associates, Inc., of Collinsville, Illinois, to provide engineering and survey services for the Schoolhouse Trail under IL-157, located near the intersection of Horseshoe Lake Road in Collinsville, Illinois.

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

1. Madison County Mass Transit District authorizes the award of a contracts with Oates Associates, Inc. of Collinsville, Illinois, SCI Engineering, Inc. of O’Fallon Illinois, BRIC Partnership, LLC of Belleville, Illinois, Faith Group of St. Louis, Missouri, and Badger Daylighting of Pontoon Beach, Illinois, in the cumulative amount of two hundred fifty-five thousand six hundred dollars (\$255,600.00) to provide engineering design services for the Schoolhouse Trail tunnel under IL-157 in Collinsville, Illinois, subject to the terms and conditions of the District’s standard AIA Agreements.
2. Ronald L. Jedda, Chairman, J. Kelly Schmidt, Vice Chair, and/or SJ Morrison, 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, 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-ninth day of November 2020.

Ronald Jedda

Ronald Jedda (Nov 20, 2020 05:38 CST)

Ronald L. Jedda, Chairman

J. Kelly Schmidt

J. Kelly Schmidt (Nov 20, 2020 14:59 CST)

J. Kelly Schmidt

Chris Guy

Chris Guy (Nov 19, 2020 15:29 CST)

Christopher C. Guy

ANDREW ECONOMY

ANDREW ECONOMY (Nov 23, 2020 08:10 CST)

Andrew F. Economy

Allen P. Adomite

Allen P. Adomite (Nov 23, 2020 11:13 CST)

Allen P. Adomite

APPROVED as to Form:

Tonya Genovese

Tonya Genovese (Nov 20, 2020 15:11 CST)

Tonya Genovese, Legal Counsel

## **CERTIFICATE**

I, Summer Moore, 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 19, 2020, 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 authorizes the award of a contracts with Oates Associates, Inc., of Collinsville, Illinois, SCI Engineering, Inc. of O'Fallon Illinois, BRIC Partnership, LLC of Belleville, Illinois, Faith Group of St. Louis, Missouri, and Badger Daylighting of Pontoon Beach, Illinois, in the cumulative amount of two hundred fifty-five thousand six hundred dollars (\$255,600.00) to provide engineering design services for the Schoolhouse Trail tunnel under IL-157 in Collinsville, Illinois, subject to the terms and conditions of the District's standard AIA Agreements.
2. Ronald L. Jedda, Chairman, J. Kelly Schmidt, Vice Chair, and/or SJ Morrison, 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, 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 as Secretary of the Madison County Mass Transit District on this nineteenth day of November 2020.

*Summer Moore*

---

**Collinsville**

100 Lanter Court, Suite 1  
Collinsville, IL 62234  
618.345.2200

**St. Louis**

720 Olive, Suite 700  
St. Louis, MO 63101  
314.588.8381

**Belleville**

20 East Main Street  
Belleville, IL 62220  
618.416.4688

**St. Charles**

330 North Main, Suite 201  
St. Charles, MO 63301  
636.493.6277

## EXHIBIT B

November 17, 2020

Mark Steyer, P.E.  
Director of Engineering  
Madison County Mass Transit District  
One Transit Way, P.O. Box 7500  
Granite City, IL 62040

Re: IL Route 157/Schoolhouse Trail - Grade Separation

Dear Mr. Steyer:

We propose to render professional engineering and surveying services for the design of a grade separation structure for the Schoolhouse Trail crossing at Illinois Route 157 in Collinsville. It is our understanding that this proposal will be referenced as an Attachment to AIA Document B101.

Our Basic Services will consist of providing a property and topographic survey, utility coordination, design development, right of way coordination, construction documents, and bid assistance, all as set forth in the attached "Exhibit C: Scope of Work and Estimated Schedule". More specifically, our Basic Services include time related to constructing a cast in place box culvert, connect the existing trail to the culvert, traffic staging, pavement and traffic signal reconstruction on IL-157, drainage system for the culvert, security lighting, and security camera system. We anticipate three submittals to MCT and IDOT: preliminary (includes TS&L), prefinal and PS&E.

Oates Associates will manage the project and perform all the survey, civil, and structural engineering work in this proposal. Our sub-consultants include BRiC Partnership, LLC who will provide lighting and electrical engineering services, Faith Group, LLC who will provide security camera system services, SCI Engineering, Inc. who will provide geotechnical engineering services, Badger Daylighting who will provide utility potholing services, and Electrico, Inc. who will locate IDOT traffic signal utilities.

The lump sum fee for Basic Services is \$255,600. This lump sum fee includes printing costs. If requested, we will also perform authorized Additional Services for changes in scope at the hourly rates set forth on Exhibit D. We will not provide any Additional Services that increases the contract amount without prior approval from the District.

If this proposal and Scope of Work satisfactorily sets forth your understanding of our agreement, we'll incorporate it into the District's "Consultant/ Services Agreement" using this letter as an attachment. Please attach a copy of this proposal to the District's agreement for our records. This proposal will be open for acceptance until December 18, 2020, unless changed by us in writing. If you have any questions, please do not hesitate to contact me.

Sincerely,

**OATES ASSOCIATES, INC.**

A handwritten signature in black ink that reads "Jason A. Dreyer".

Jason A. Dreyer, PE, SE  
Project Manager

A handwritten signature in black ink that reads "Bruce P. Schopp".

Bruce P. Schopp, PE, SE  
Project Principal

**EXHIBIT D**  
**HOURLY RATE SCHEDULE**

Principal Engineer	220.00
Senior Professional II	200.00
Senior Professional I	185.00
Professional IV	170.00
Professional III	160.00
Professional II	130.00
Professional I	110.00
Junior Professional	90.00
Technician III	130.00
Technician II	115.00
Technician I	90.00
Technician	70.00
Technician Intern	50.00

The above hourly rates are effective as of July 1, 2020 and are subject to adjustment annually.



**SCI ENGINEERING, INC.**

**EARTH • SCIENCE • SOLUTIONS**

GEOTECHNICAL  
ENVIRONMENTAL  
NATURAL RESOURCES  
CULTURAL RESOURCES  
CONSTRUCTION SERVICES

November 17, 2020

Mr. Jason Dreyer, P.E., S.E.  
Oates Associates, Inc.  
Eastport Plaza Drive  
100 Lanter Court, Suite 1  
Collinsville, Illinois 62234

RE: Proposal for Geotechnical Services (Revised)  
Schoolhouse Trail Culvert at IL-157  
Madison County, Illinois  
SCI No. 2020-1296.10

Dear Mr. Dreyer:

SCI Engineering, Inc. (SCI) is providing this revised proposal for a geotechnical exploration for the above project. The purpose of our geotechnical services will be to explore the subsurface conditions and develop design and construction recommendations for the culvert construction.

## **PROJECT DESCRIPTION**

SCI understands that Madison County Transit (MCT) wants to replace the existing at grade crossing of the Schoolhouse Trail at the intersection of IL 157 and Horseshoe Lake Road in Collinsville with a culvert underpass. Based on information provided, we understand that a cast-in-place box culvert will likely be used. The report will evaluate the feasibility of sheet piling for staging the construction. There will not be any fill on the project, however, cuts of up to approximately 13 feet will be required. There will be one mast arm foundation on the west side between the culvert and the existing bike trail entrance.

## **GEOTECHNICAL SERVICES**

We will explore the subsurface conditions by advancing two CPTu soundings to a depth of 45 feet adjacent to the culvert structure unless penetration refusal terminates exploration at a shallower depth. SCI will locate the test locations in the field, by using a GPS location system with sub-meter accuracy. If more detailed information is required, we recommend you survey the testing locations.

The CPTu tests are conducted in accordance with ASTM D5778 *Standard Test Method for Performing Electronic Friction Cone and Piezocone Penetration Testing of Soils*. The CPTu hydraulically pushes an instrumented cone through the soil, while continuous readings are recorded on a portable computer. No soil samples are gathered through this subsurface investigation technique. However, in situ measurements of tip and side resistance and porewater pressure are taken every one-inch. To supplement the CPTu test data, continuous direct push samples will be advanced to a nominal depth of 16 feet adjacent to each sounding location. Atterberg limits tests will be performed on selected direct push samples to aid in classification and assess the volume change characteristics of the subgrade soils. In addition to the soils information, a piezometer will be installed to a nominal depth of 15 feet to define the stabilized groundwater table around the time of exploration.

The results of the field exploration and laboratory testing will be analyzed by our geotechnical engineer. Our findings and recommendations, along with supporting data, will be presented in a formal report, which will address each of the following:

- Culvert foundation recommendations.
- Shrink/swell potential of subgrade soils.
- Feasibility of sheet piles for staging construction
- General location, description, and disposition of existing fill materials, if encountered.
- Influence of groundwater and/or bedrock, if encountered, on design and construction.
- Soil parameters for use in designing the shoring system.
- Site development and geotechnical construction recommendations.

## **COST AND SCHEDULE**

SCI will provide the above geotechnical services for the fees listed in Table 1.

**Table 1**

<b>Service</b>	<b>Lump Sum Fee (\$)</b>
• Subsurface Exploration and Laboratory Testing	3,205.00
• Engineering Analyses and Report Preparation	4,225.00
<b>Subtotal</b>	<b>\$7,430.00</b>

We will schedule the fieldwork following your verbal authorization of this proposal, and should be able to start drilling the site, weather permitting, about a week to ten days thereafter. We anticipate that the exploration will be completed in one to two days; however, we cannot mobilize the drill rig unless formal authorization has been received. Laboratory testing and report preparation will require approximately three weeks following the field exploration; however, verbal findings should be available within a few days after completion of the drilling.

## **CONDITIONS**

- The above fee is based on a maximum of 100 feet of soil exploration. If the encountered subsurface conditions indicate that more than the planned total of soil exploration would be beneficial, and you authorize additional exploration, it would be provided for \$25.00 per foot.
- No costs associated with union labor or permits are included in this proposal.
- Our fee, which is valid for up to 90 days from the date of this proposal, does not include out-of-scope services that might be added during the course of our work; nor does it include

additional services that might be requested following completion of our report, such as attendance at project meetings; subsequent consultation; or review, signing, and sealing of project plans. Such services will be provided in accordance with the enclosed *Acceptance of Proposal for Professional Services*, and billed at our then-current hourly rates, or as otherwise agreed.

- Traffic control is not anticipated to be needed and is not included.
- This proposal assumes that you will provide site access authorization, including access to the proposed boring locations for a conventional, rubber-tired, all-terrain mounted, drill rig.
- Clearing, grading, and removal of site obstacles, or site restoration has not been included in this proposal.
- It also assumes that you will provide marked locations of privately owned, below-grade, utility lines within the project area, prior to mobilization of the drill rig. We routinely contact the Illinois JULLIE system to have the locations of public utilities marked; however, we will only be responsible for utilities brought to our attention prior to drilling.

#### **CLIENT RESPONSIBILITIES AND AUTHORIZATION**

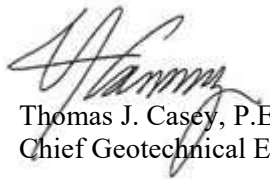
Please provide formal authorization for this project by completing, signing, and returning the enclosed *Acceptance of Proposal for Professional Services* sheet.

We appreciate the opportunity to be of service to you on this project. Please call if you have any questions; if you would like to discuss the above scope or schedule in any way; or if you would like us to address environmental services, archaeological or wetlands issues, or construction testing and observation.

If you have any questions or need additional information please contact Tom Casey at 618-206-3045 or [tcasey@sciengineering.com](mailto:tcasey@sciengineering.com).

Respectfully,

**SCI ENGINEERING, INC.**



Thomas J. Casey, P.E.  
Chief Geotechnical Engineer

TJC/tlw

Enclosures

Acceptance of Proposal for Professional Services  
General Terms and Conditions





**SCI ENGINEERING, INC.**

650 Pierce Boulevard  
O'Fallon, Illinois 62269  
618-624-6969  
www.sciengineering.com

**ACCEPTANCE OF PROPOSAL FOR PROFESSIONAL SERVICES**

Project Name: Schoolhouse Trail Culvert at IL-157 – Geotechnical Services

Project Number: 2020-1296.10 / TJC

Date: November 17, 2020

Fee: as detailed in the referenced proposal

Please provide formal authorization to proceed by completing, signing, and returning this form. The attached terms and conditions will apply to the services outlined in the accompanying proposal.

**Accepted By:**

Name and Title: \_\_\_\_\_ Address: \_\_\_\_\_

Signature: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Company Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

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

**Party responsible for payment: (if different than Accepted By)**

Name and Title: \_\_\_\_\_ Address: \_\_\_\_\_

Signature: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Company Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

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

**Report Distribution (Note: Additional printed report copies after final submittal will be billed at \$25.00 each)**

Company and Contact Name:	Address (Printed) or Email (Electronic):	No. Printed Reports
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_____	_____	_____
_____	_____	_____
_____	_____	_____

**NOTICE TO OWNER: (FOR SITES IN MISSOURI ONLY)**

**FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429.RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOU PAYING FOR LABOR AND MATERIAL TWICE.**



**SCI ENGINEERING, INC.**

**130 Point West Boulevard  
St. Charles, Missouri 63301**

**636-949-8200**

**www.sciengineering.com**

## **GENERAL TERMS AND CONDITIONS**

1. **ACCEPTANCE OF AGREEMENT** The terms and conditions of the agreement between the client and SCI ENGINEERING, INC. (hereinafter called SCI) are detailed below and have been established to allocate risks between both. For the purposes of convenience, the client may choose to orally authorize our service, in which case the client agrees that the verbal agreement constitutes formal acceptance of the terms and conditions detailed below. Subsequent to an agreement by both parties to perform the services, modifications to the terms and conditions are prohibited.

2. **SITE ENTRY** You, the Client, will provide for right of entry of SCI or employees of firms working under the direction of SCI, and all necessary equipment, in order to perform the work. Although SCI will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this agreement. ~~The client agrees, to the fullest extent permitted by law, to indemnify and hold harmless SCI and its subconsultants against any damages, liabilities, or costs, arising or allegedly arising from procedures associated with testing or investigative activities.~~ If you desire or require us to restore the site to its former condition, upon written request, we will perform such additional work as is necessary and you agree to pay all costs incurred.

3. **SUBSURFACE STRUCTURES OR UTILITIES** The Client will furnish to SCI information identifying the type and location of utility lines and other man-made objects beneath the site's surface. SCI will take reasonable precautions to avoid damaging these man-made objects. You agree to waive any claim against SCI, ~~and to defend, indemnify and hold SCI harmless~~ from any claim or liability for injury or loss allegedly arising from SCI's damaging underground utilities or other man-made objects that were not called to SCI's attention, or which were not properly located on plans furnished to SCI.

4. **SAMPLES** Soil, rock, water, or other samples obtained from the project site are your property. SCI shall preserve such samples for no longer than thirty (30) calendar days after the issuance of any document that includes the data obtained from them, unless other mutually agreed arrangements are documented.

Concrete test specimens will be discarded after testing. If project specification strengths are met, "hold" cylinders will be discarded at that time.

If in SCI's opinion any of the samples collected may be affected by regulated contaminants, SCI shall package such samples in accordance with applicable law and client shall arrange for lawful disposal procedures. SCI shall not, under this agreement, arrange for or be responsible for the disposal of substances affected by regulated contaminants. Furthermore, unless detailed in a specific work scope, SCI is not responsible for any soil cuttings or produced groundwater generated for the purpose of sample collection that may be affected by regulated contaminants that are left at a job site and were generated for the collection of soil and groundwater samples. SCI will, at the client's request, help the client identify appropriate alternatives for the off-site treatment, storage, or disposal of these materials, for additional fees.

5. **GENERAL LIABILITY AND LIMITATION** SCI agrees to hold you harmless and to indemnify you on account of any liability due to bodily injury or property damage arising directly out of our negligent operational acts, but such hold harmless and indemnity will be limited to that covered by our comprehensive general liability insurance. Our general liability insurance, subject to its limits, terms and conditions, provides protection against liability arising out of bodily injury and property damage that is the direct result of our operational negligence.

At your request, SCI will provide certificates evidencing such coverage and will purchase additional limits of liability that you may require as a separate cost item to be borne by you.

You shall not be liable to SCI and SCI shall not be liable to you for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by you or SCI, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damage that any party may have incurred from any cause of action, including, but not limited to negligence, strict liability, breach of contract, or breach of warranty.

6. **SHARED RISK ALLOCATION** The Client and SCI agree to allocate certain of the risks so that, to the fullest extent permitted by law, SCI's total aggregate liability to the Client is limited to \$50,000.00 for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's and expert witness' fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, SCI's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability based upon contract, tort, or statute.

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action. You agree that you will not seek damages in excess of the contractually agreed-upon limitation directly or indirectly through suits against other parties who may join the Consultant as third-party defendant. None of the insurance or indemnity obligations under this agreement shall be deemed to be in conflict with this limitation of liability provision.

7. **INVOICES** You will make all payments in accordance with SCI's invoices, and payment is due upon receipt of invoice. A fee of 1½ percent per month will be payable on any amounts not paid within thirty (30) days, payment thereafter to be applied first to accrued interest and then to your unpaid amount. You agree to pay invoices under these terms and to bear collection fees, court costs, or any other reasonable expense involved in the collection of amounts not paid.

8. **HAZARDOUS MATERIALS; NOTIFICATION OF AND DISCOVERY OF** When hazardous materials are known, assumed, or suspected to exist at a site, SCI is required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures that SCI deems prudent to help minimize physical risks to employees and the public. You warrant that you have provided to SCI all available information about type and location of known and suspected hazardous materials on, under, or adjacent to the project site.

The discovery of unanticipated hazardous or suspected hazardous materials will constitute a changed condition mandating termination of services if SCI and you are unable to renegotiate the scope of service in a timely manner. SCI will notify you as soon as practically possible should SCI encounter unanticipated hazardous or suspected hazardous materials.



The discovery of unanticipated hazardous or suspected hazardous materials may make it necessary for SCI to take measures that in SCI's professional opinion are needed to help preserve and protect the health and safety of SCI's personnel and of the public, and/or to preserve and protect the environment. ~~As a condition precedent to the provision of service for this project, you agree to compensate SCI for the additional fees and costs associated with any such measures and further agree to defend, indemnify, and hold harmless from any claim or liability for injury or loss arising from SCI's encountering unanticipated hazardous or suspected hazardous materials.~~

**9. CONTAMINATION OF AN AQUIFER**

Unavoidable contamination of soil or groundwater may occur during subsurface exploration, as when drilling or sampling tools penetrate a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading contaminants. Because subsurface exploration is an essential aspect of the services that SCI will provide on your behalf, you shall indemnify, defend, and hold SCI harmless from any claim or liability for injury or loss which may arise as a result of contamination allegedly caused by subsurface exploration.

**10. SITE SAFETY** With respect to project site safety, SCI shall be responsible solely for the on-site activities of its employees and subcontractors, and this responsibility shall not be construed by any party to relieve you or the general contractor from your obligation to maintain a safe project site. Neither the professional activities of SCI, nor the presence of SCI's employees or subcontractors shall be construed by any party to imply that SCI has any responsibility for any contractor's methods of work performance, procedures, superintendence, sequencing of operations, or safety in, on, or about the project site. You agree that the general contractor is responsible for project site safety, and warrant that this intent shall be made evident in your agreement with the general contractor.

**11. CONSTRUCTION COST ESTIMATES** An opinion of construction cost prepared by SCI represents our judgment as a design professional and is supplied for your general guidance only. Since we have no control over the cost of labor and material, nor over competitive bidding or market conditions, we do not guarantee the accuracy of our opinion as compared to other sources, such as, contractor bids of actual cost to the owner.

**12. DEFECTS IN SERVICE** You and your personnel, contractors, and subcontractors shall promptly report to SCI any defects or suspected defects in SCI's work, in order that SCI may take prompt effective measures which in SCI's opinion will minimize the consequences of any such defect.

**13. TERMINATION** Any or all services being provided for you by SCI under these General Terms and Conditions or under separate contract may be terminated by either party upon seven (7) days prior written notice. In the event of termination, SCI shall be compensated by you for all services performed up to and including the termination date, including reimbursable expenses.

**14. ENVIRONMENTAL SITE ASSESSMENT** An Environmental Site Assessment is conducted to render an opinion about the possibility of regulated contaminants being present on, in, or beneath the site specifically at the time services were conducted. Client understands that no matter how thorough an Environmental Site Assessment is, SCI cannot know or state factually that a site is unaffected by reportable quantities of regulated contaminants. Furthermore, even if SCI believes that reportable quantities are not present, the client bears the risk that such contaminants may be present or may migrate to the site after the study is complete. Likewise, the client agrees to hold SCI harmless from any claim or liability for injury or loss arising from the unanticipated discovery of hazardous materials or suspected hazardous materials to the fullest extent permitted by law.

**15. FAILURE TO FOLLOW RECOMMENDATIONS** SCI disclaims any and all responsibility and liability for problems that may occur during implementation of SCI's plans, specifications, or recommendations when SCI is not retained to observe such implementation.

**16. ALTERATION OF INSTRUMENTS OF SERVICE** Client agrees that designs, plans, specifications, reports, proposals, and similar documents prepared by SCI are instruments of professional service, and as such, they may not under any circumstances be altered by any party except SCI. Client warrants that SCI's instruments of service will be used only and exactly as submitted by SCI. Accordingly, Client shall waive any claim against SCI and shall, to the fullest extent permitted by law, indemnify, defend, and hold SCI harmless of any claim or liability for injury or loss arising from unauthorized alteration of SCI's instruments of service.

**17. MOLD DISCLAIMER** The services performed by SCI, unless specifically addressed in our scope of services, are not intended to take into account indoor amplification of mold. SCI's services may comment on depth to groundwater and site drainage, but in no instance is this to be interpreted that we were specifically intending to reduce moisture contents and/or humidity measurements within the structure as they may relate to mold. Client understands our services, unless specifically expressed in our work scope, are in no way intended to address the potential for mold infestation, and, as such, agrees to indemnify and hold SCI harmless from any claim alleging that SCI's services caused or aggravated a mold infestation.

**18. OTHER PROVISIONS** You agree that this contract is entered into by the parties for the sole benefit of the parties to the contract, and that nothing in the contract shall be construed to create a right or benefit for any third party.

a. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

b. You agree that any and all limitations of SCI's liability and indemnifications by you shall include and extend to those individuals and entities SCI retains for performance of the services under this Agreement, including but not limited to SCI's officers, directors, and employees and their heirs and assigns, and SCI's subconsultants.

c. In an effort to resolve any conflicts that arise during or following completion of the project, you and SCI agree that all disputes between us arising out of or related to this Agreement shall be submitted to non-binding mediation, unless the parties mutually agree otherwise.

d. In the event there is a dispute between SCI and you, other than collection of fees and which is not resolved by mediation, the prevailing party shall be awarded its reasonable attorney's fees, expert witness fees, and other costs. **THE PARTIES TO THIS CONTRACT HEREBY AGREE TO SUBMIT ANY SUCH DISPUTE TO THE CIRCUIT COURT OF ST. CHARLES COUNTY, STATE OF MISSOURI.**

e. Test borings and test pits are an accepted and informative means of subsurface exploration. However, in the nature of things, they cannot indicate with absolute certainty the nature of the subsurface conditions between and sample locations of the exploration and below the termination of the borings or pits. Therefore, a report based on test borings, test pits, or other exploration method cannot ascertain the nature of the subsurface conditions between and beyond the specific sample locations. If conditions different than are indicated in our report come to your attention after you receive the report, it is recommended that you contact SCI immediately to inform SCI completely of what you have discovered and to authorize further evaluation, if appropriate.

f. Any recommendations provided in any correspondence, reports, plans, etc. from SCI are for the exclusive use of our client and are specific to the project covered by this contract. Recommendations provided by SCI are not meant to supersede more stringent requirements of local ordinances.



# Important Information about This Geotechnical Engineering Proposal

*Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.*

*While you cannot eliminate all such risks, you can manage them. The following information is provided to help.*

## Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

## Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did

whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

## Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation is an offer to better manage your risk.* Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk "Catch-22" situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report's recommendations when another firm performs the services needed to evaluate the recommendations' adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project's geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not



have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

### **Realize That Geoenvironmental Issues Have Not Been Covered**

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

### **Obtain Professional Assistance To Deal with Mold**

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project ***is not a mold prevention consultant; none of the services being offered have been designed or proposed for the purpose of mold prevention.***

### **Have the Geotechnical Engineer Work with Other Design Professionals and Constructors**

Other design team members' misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by hav-

ing your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members' plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

### **Read Responsibility Provisions Closely**

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal's provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

### **Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance**

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with an ASFE member geotechnical engineer for more information. Confirm a firm's membership in ASFE by contacting ASFE directly or at its website.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910  
Telephone: 301/565-2733 Facsimile: 301/589-2017  
e-mail: [info@asfe.org](mailto:info@asfe.org) [www.asfe.org](http://www.asfe.org)

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November 6, 2020

Jason Dryer, PE SE  
Oates Associates  
100 Lanter Court, Suite 1  
Collinsville, IL 62234



**RE: Proposal for Professional Engineering Services  
MCT – Schoolhouse Trail Box Culvert Tunnel Project**

Dear Jason,

Thank you for the opportunity to present a proposal for professional engineering services.

### **SCOPE OF WORK**

The scope of work is to provide lighting and security camera rough-in/power coordination for a new tunnel on the MCT Schoolhouse Trail at the intersection of IL 157 and Horseshoe Lake Road in Collinsville.

We envision the following as Basic Services scope of work:

#### **1. Design Phase**

- Coordinate a new electrical service for the new tunnel lighting with Ameren.
- Provide design for a service entrance pedestal.
- Coordinate fixture type with MCT.
- Perform lighting calculations to develop fixture layout.
- Design lighting controls.
- Coordinate power and rough-in requirements for security cameras/devices designed by others.
- We envision a 50% and 100% submittal; we will develop a construction cost estimate congruent with each submittal.
- Develop Division 26 bidding documents; drawings and specifications.

#### **2. Bidding Phase**

- We will answer any questions that arise during the bidding phase.

#### **3. Construction Phase**

- We will check shop drawings.
- We will visit the site once during construction to observe progress.
- We will address contractor inquiries as they arise.
- We will visit the site and conduct a punch list for the purposes of establishing Substantial Completion.

### **ASSUMPTIONS**

We assume the following:

1. We anticipate a general contract; publicly bid.
2. We understand all data/security/low voltage special systems design will be by Faith Group.
3. We exclude any traffic signal design or interruption of.
4. We exclude any IDOT calculations required, assuming they are not required for this project.
5. Oates will forward an electronic copy of AutoCAD site plan for our use in design of our work.

**DELIVERABLES**

We will forward one set of electronic files for each of the design review submittals. Upon bidding, we will forward an electronic file of our bidding documents and specifications to your office. We assume all reproduction costs will be borne by others.

**COMPENSATION**

For the aforementioned Basic Services, we request a lump sum, fixed fee in the amount of:

Six Thousand, Four Hundred dollars (\$6,400)

Fees will be billed monthly as the projected progresses and with established milestones.

A fee breakdown to show construction phase services is as follows:

Design Phase Services: Five Thousand Dollars (\$5,000)

Construction Phase Services: One Thousand, Four Hundred Dollars (\$1,400)

**SCHEDULE**

Eric Rogers will serve as our Principal-In-Charge and I will serve as our project manager and lead electrical engineer.

Please call me if I can provide additional information or assist in further developmental discussion.

Sincerely,

**BRIC Partnership, LLC**

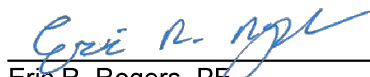


Michael D. Mitchell, PE  
Electrical Department Manager

*Accepted:*

**BRiC Partnership, LLC**

**Oates Associates**

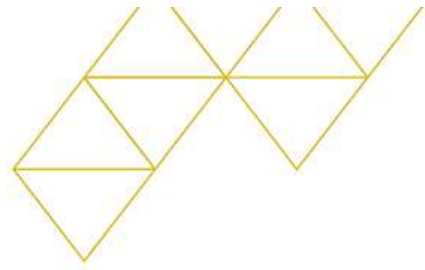


Eric R. Rogers, PE  
Principal

11/06/2020

Date

\_\_\_\_\_  
Date



# **SCOPE OF WORK**

**FOR**  
**Madison County Transit (MCT) Box Culvert**  
**FOR**  
**Oates Associates**

**Prepared By**  
**FAITH GROUP LLC**

**November 17, 2020**

## **OBJECTIVE**

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We understand the project to include the design and construction of new box culvert to traverse under IL-157 near Horseshoe Lake Road in Collinsville, IL. The box culvert will require a security camera system with communication infrastructure necessary to provide feedback to the Madison County Transit Authority Administration Building in Granit City, IL.

## **SCOPE OF SERVICES**

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Faith Group will provide engineering consulting and design services for the following Low Voltage systems:

- ▶ Security Systems
  - Video Surveillance and Camera Systems
  - Structured Cabling, Conduits, and Pathways
- ▶ Site Network and Communications

The project will be executed based on the following phases:

- ▶ Preliminary Design Phase (30%)
- ▶ Final Design Phase (100%)
- ▶ Bidding and Construction Phase

### **Preliminary Design Phase**

The following tasks will be completed during this phase of work:

1. Meet with the project team and MCT stakeholders to review security system goals for the project.
2. Develop a proposed camera system basis of design narrative, defining features, system characteristics, rough in and space requirements, and cost. Coordinate requirements for feedback to central Administration Building hub.
3. Meet with the team to review the 30% Design



**Deliverables:**

1. Security System outline and rough in requirements

**Final Design Phase**

1. Prepare Construction Drawings and specifications for security camera systems with plans showing preliminary equipment locations, system pathways, and device locations.
2. Participate in Construction Document review and coordination meeting (one meeting) with owner and design team.
3. Address review comments and update Construction Drawings and Specifications for security camera system.
4. Prepare signed and sealed Construction Documents for Permitting as required.

**Deliverables:**

1. Updated Cost Estimate
2. 95% and Final Construction Documents – Drawings and Specifications
3. Signed and Sealed Permit Documents - Drawings and Specifications as required

**Bidding and Construction Phase**

The following tasks will be completed during this phase of work:

1. Participate in Pre-Bid Meeting with the project team.
2. Response to RFIs and prepare Addenda and clarifications as required.
3. Review and analyze bids. Provide recommendations to the project team.
4. Participate in Construction Kick-Off Meeting.
5. Review shops drawings, product data, and other submittal to verify the construction is following the design intent in accordance with the Contract Documents.
6. Respond to Requests for Information. Prepare any supplemental instructions or drawings as may be necessary to provide an RFI response.
7. Provide on-site representation and inspect installation work at construction milestones (50% completion - Rough-Inspection) and issue field observation report.
8. Attend periodic construction meetings as required to support the project. Assume 2 meetings during the construction phase.
9. Perform site inspection at substantial completion milestone and issue final punch list.

**Deliverables:**

1. RFI/Addenda Responses
2. Site observation Report and Punchlist

**SCHEDULE**

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The proposal is based on the following preliminary milestone schedule:

- |                      |                             |
|----------------------|-----------------------------|
| ▶ Preliminary Design | One (1) Month               |
| ▶ Final Design       | Two (2) Months              |
| ▶ Construction Phase | Expected Duration 2-3 years |

## ASSUMPTIONS

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1. Due to the overall duration of the project and the limited security camera work, Faith Group assumes that participation in design phase services will be limited to one (1) submission of drawing sets (for scope outlined in this proposal) made during the final stage of Construction Document development. This will ensure the most up to date technology recommendations and design criteria.
2. Meeting participation will be limited to four (4) meetings by teleconference.
3. The scope of work is limited to security camera systems, network and communications identified within the proposal.
4. Drawings will be developed using AutoCAD or Revit and submitted in PDF Format. Specifications will be submitted in PDF or Word Format as required.
5. Front End specifications will be developed by the Architect.
6. Major changes or rework to the program, floor plan layouts, and low voltage system types, after preliminary drawings are complete and approved, will be considered a Change in Scope and Additional Services.
7. The civil engineer will be responsible of all site utilities outside of the immediate building boundary. Faith Group will coordination requirements with civil.
8. The project will not pursue LEED Certification
9. Utility Company Energy Incentives are not included.
10. Reimbursable allowance includes any required travel cost (mileage), printing, or courier services.

## FEE

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The following is the proposed Lump Sum Fixed Fee for the scope of work:

Task Name	Total
Preliminary Design Phase (Fixed Fee)	\$10,250.00
Expense Allowance	\$250.00
<b>TOTAL</b>	<b>\$10,500.00</b>

If this proposal is acceptable we anticipate your firm will provide a contractual agreement for our services. We appreciate the opportunity and look forward to working with you towards a successful project.

Sincerely,

Chris Fasano  
Senior Project Manager  
Faith Group, LLC  
[christopher.fasano@faithgroupllc.com](mailto:christopher.fasano@faithgroupllc.com)  
Office: 314-991-2228  
Mobile: 845-490-1358

# Badger Hydrovac Estimate

United States

Customer Name

Job Information

Prepared By: Benji Koonce  
Title: Area Manager





**General Notes, Conditions, & Badger Responsibilities:**

1. Travel rates apply when traveling from the closest Badger Operation to the client's project site.
2. Badger will off load material at contracted facility. Travel to and from a designated facility is considered part of the work day and charged at the hourly rate.
3. Any additional third party services provided by Badger Daylighting outside of our typical Hydrovac activities shall be charged out at cost + \_\_% .
4. With any Hydrovac project, there are possible additional charges that are application and site specific. For example, items such as water trucks, specialized equipment and attachments (remote hose, etc.), crew trucks, and other items may be required. Rather than provide an extensive listing of all possible considerations, this is best implemented on a project-by-project basis and evaluated at the field operations level. The information presented in this document represents the complete proposal
5. This proposal is valid for 30 days from the date posted on this proposal document.
6. Any and all quotes, offers and transactions are pending Credit Approval by Badger.
7. Terms of Payment - Net 30 days from date of invoice. Late invoices subject to service fees.
8. Zero (0) % retainage is withheld.
9. Taxes – tax will be added to quote pricing as required by State/Local governments.
10. Currently a fluctuating fuel recovery fee will be applied to all invoices at a monthly calculated rate that is adjusted based upon the average cost of diesel as published by [www.eia.gov](http://www.eia.gov).

**Client responsibility include:**

1. Access to the Hydrovac site, including permits and permission from property owners, utilities, and government agents.
2. Surface locates, survey marks and traffic control, if needed unless agreed to in writing prior.
3. Breaking, removal, and restoration of asphalt and or concrete unless agreed to in writing prior.
4. Establish, maintain and remediate accessible water source and disposal site.
5. Specific direction and locations for Hydrovac excavation.
6. Backfill and site restoration unless agreed to in writing prior to completing work.
7. Materials to secure and cover the excavation unless agreed to in writing prior.
8. Shoring, maintenance and barricading.
9. Ownership of the soil and debris removed by the Hydrovac including any soils or material contaminated or suspect.
12. Any project delays caused by others that result in downtime of Badger Hydrovac units will be billed at the hourly rates.
13. Pay for all specialized training that is required by contractor/owner/Badger to be on the site to work.
14. Notify Badger of all billing requirements and any appropriate purchase orders, job numbers, AFE, etc. that would be necessary to release payment to Badger. This must be done prior to the first day of work.

**Client Representative**

Printed Name: \_\_\_\_\_

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

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

*I am authorized to bind the Company***Badger Representative**

Printed Name: \_\_\_\_\_

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

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



## BADGER DAYLIGHTING CORP. STANDARD TERMS AND CONDITIONS (USA)

1. **Definitions.** "Service Provider" shall mean Badger Daylighting Corp. "Buyer" shall mean any party who contracts to purchase Services from Service Provider, as indicated on a service agreement or a statement of work. "Services" shall mean those services and any related goods ordered by Buyer from Service Provider pursuant to a service agreement accepted by Service Provider. "Credit Application" shall mean Service Provider's form of credit application, as may be amended from time to time, the review and written approval of which is a pre-requisite to Service Provider entering into any type of binding agreement with Buyer to provide Services. "USA" shall mean the United States of America.

### 2. **Terms of Service Agreement Acceptance and Complete Agreement**

a. Acceptance. Buyer's order for Services is binding only when accepted in writing by an authorized representative of Service Provider, and is accepted subject to all of Service Provider's Standard Terms and Conditions of Services, which constitute the complete agreement between the parties. Buyer's acceptance of delivery and performance of Services evidences Buyer's acceptance of all of Service Provider's Standard Terms and Conditions of Services.

b. No Acceptance. Service Provider's performance under any Buyer service agreement or a statement of work does not constitute an acceptance of any provision of any Buyer service agreement that is different from or additional to Service Provider's Standard Terms and Conditions of Services, and any such different or additional provisions are hereby expressly rejected and are void.

### 3. **Buyer's Obligations**

(a) Services. Buyer shall: (i) cooperate with Service Provider in all matters relating to Services and provide such access to Buyer's premises, and other facilities as may reasonably be requested by Service Provider, for the purposes of performing Services; (ii) respond promptly to any Service Provider request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Service Provider to perform Services in accordance with the requirements of the service agreement; (iii) provide such Buyer materials or information as Service Provider may reasonably request and Buyer considers reasonably necessary to carry out Services in a timely manner and ensure that such Buyer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary permits and consents and comply with all applicable laws in relation to Services before the date on which Services are to start.

(b) Shipment and Delivery. Any goods provided in relation to the Services are sold EXW Service Provider's Facility Incoterms 2010. The method and route of shipment shall be as mutually agreed in each accepted service agreement. Service Provider shall tender delivery of all such related goods to a carrier for transportation to Buyer's place of business. All costs of transportation, including, without limitation, taxes and standard insurance shall be assessed by Service Provider and borne by Buyer unless otherwise agreed to in writing by Service Provider. Service Provider shall invoice Buyer for all shipping related costs.

All risk of loss shall pass to Buyer when such related goods are made available to the carrier at Service Provider's facility, including, without limitation, all risks of loading, transportation, and shipment. Delivery and acceptance shall not be affected by a delay on the part of Buyer in accepting delivery. Shipment of such related goods held by reason of Buyer's request or inability to receive such related goods will be at the risk and expense of Buyer. Claims for shortages in shipment shall be deemed waived by Buyer. **4. Buyer's Acts or Omissions.** If Service Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants or employees, Service Provider shall not be deemed in breach of its obligations under the service agreement or otherwise liable for any costs, charges or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay. breach of its obligations under the service agreement or otherwise liable for any costs, charges or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

5. **Taxes and Fees.** Unless expressly stated and agreed to in writing by Service Provider, quoted prices do not include any shipping and handling charges, sales, use, excise, or similar taxes or duties. Buyer shall pay these taxes directly if the law permits or shall reimburse Service Provider if Service Provider is required to collect and pay them.

### 6. **Representations and Warranties; Limitation of Remedy**

(a) Service Provider represents and warrants to Buyer that it shall perform Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the service agreement.

(b) Service Provider shall not be liable to a breach of the warranty set forth in Section 6(a) unless Buyer gives written notice of the defective Services, reasonably described, to Service Provider with three (3) days of the time when Buyer discovers or ought to have discovered that Services were defective.

(c) The sole and exclusive remedy of Buyer for any liability of Service Provider of any kind, including (i) warranty, express or implied, whether contained in the terms and conditions hereof or in any terms additional or supplemental hereto, (ii) contract, (iii) negligence, (iv) tort, or (v) otherwise, is limited to Service Provider's repair or re-performance of Services. The sole and exclusive remedy for goods related to Services shall be Service Provider's repair or replacement of those related goods the examination of which by Service Provider reveals material defects during the warranty period or, at Service Provider's option, a refund to Buyer of the money paid to Services Provider for such goods. The warranty period shall begin on the date of completion of Services on Service Provider's invoice and shall continue for a period of one (1) year therefrom for all Services. This limited warranty shall not extend to any Services that have been modified, disassembled, altered, changed, damaged, misused, repaired, misapplied or negligently maintained in any manner.

(d) EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 6(a) ABOVE, SERVICE PROVIDER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO SERVICES, EXPRESS OR IMPLIED, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; OR (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.



*Continued...*

**7. Limitation of Liability.**

(a) SERVICE PROVIDER'S LIABILITY SHALL BE LIMITED TO THE COST OF REPAIR AND RE-PERFORMANCE OF SERVICES WITHIN A REASONABLE PERIOD OF TIME FOLLOWING PROPER AND TIMELY NOTICE BY BUYER. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER ESSENTIAL PURPOSE. IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE SERVICE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER. Buyer agrees to indemnify and hold Service Provider harmless from and against all liabilities, claims, or demands of third parties of any kind relating to Services and the use of any related goods arising

(b) The limitation of liability set forth in Section 7(a) above shall not apply to (i) liability resulting from Service Provider's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Service Provider's negligent acts or omissions.

**8. Rejection or Claims.** A rejection of Services for non-conformity, or a claim of incomplete performance and/or damage by Buyer, shall not be effective unless it is made, and written notice thereof is given to Service Provider, within thirty (30) days after Services are provided to Buyer; or, with respect to any goods related to Services, within thirty (30) days after such related goods arrive at the destination specified in Service Provider's statement of work. Service Provider reserves the right to inspect the site of supposed non-conforming Services and to determine lack of conformity in its sole discretion.

**9. Performance Dates.** Service Provider shall use reasonable efforts to meet any performance dates specified in the service agreement, and any such dates shall be estimates only.

**10. Failure to Take Delivery.** If Buyer fails to take delivery of any goods related to Services, or any part thereof, such related goods not delivered shall be held at Buyer's sole risk in all respects. Service Provider, acting as Buyer's agent and at Buyer's expense, may thereafter store, insure and/or otherwise protect such related goods or may resell same for Buyer's account. The delivery date(s) quoted are based on Service Provider's best estimate of a realistic time when delivery to the carrier will be made, and are subject to confirmation at time of acceptance of any resulting Service Agreement. Service Provider reserves the right to make either early delivery or partial delivery upon prior notice to Buyer as provided in Section 23 hereof and to invoice Buyer accordingly.

**11. Title and Risk of Loss or Damage.** Title, risk of loss and/or damage shall pass to Buyer when any goods related to Services are made available to the carrier at Service Provider's facility.

**12. Payment Terms.** All payments are due thirty (30) days from date of invoice in U.S. Dollars, unless otherwise specified by Service Provider. Buyer's failure to make payment when due will be a material breach of the service agreement and these Standard Terms and Conditions of Services. Amounts unpaid after such date shall bear interest from the date of the invoice at a rate of one and one-half percent (1.5%) per month, or eighteen percent (18%) per annum. Service Provider shall be entitled to reimbursement from Buyer for all costs and fees, including reasonable attorneys' fees, incurred by Service Provider in the collection of any overdue amounts. Service Provider, at its sole option and without incurring any liability, may suspend its performance of Services until such time as any overdue payment is made or Service Provider receives assurances, adequate in Service Provider's opinion, that the payment will be promptly made. In the event of such suspension of performance of Services by Service Provider, there will be an equitable adjustment made to the remaining performance schedule and pricing to reflect the duration and cost resulting from such suspension. Buyer may only suspend performance upon Service Provider's written consent. In the event of such Buyer suspension, the performance time will be changed, taking into account the suspension, and Buyer will promptly pay Service Provider for all costs, including related overhead costs, resulting from such suspension. All terms of the Credit Application are incorporated into and are

**13. Cancellation.** Except as otherwise expressly provided in a statement of work, the service agreement shall be cancelled only by mutual written consent of the parties. Notice is hereby given that Service Provider shall not consent to cancellation if Buyer has bound itself to purchase Services. If Buyer is in default by failure to pay any previous invoice within credit terms at the expected date of performance of Services or any part thereof, has not otherwise performed or complied with any of the terms of the service agreement, in whole or in part; or becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, or if Service Provider has received any adverse credit information about Buyer, Service Provider may delay performance and/or cancel performance of Services without liability. In the event of U.S. or foreign government intervention, trade restrictions, and/or quotas, which may delay or prevent performance of Services or any part thereof, Service Provider, at Service Provider's option, may cancel the performance of Services without liability. In the event any Services shall become subject to any governmental fees or duties not presently in effect or to any increase in any existing fee or duty, including any antidumping duty or countervailing duty, Service Provider shall have the right to cancel performance of Services without liability.

**14. Default.** If Buyer breaches or is otherwise in default under the service agreement or under any other contract between the parties hereto, Service Provider at its sole option, may defer performance of Services until the default is cured, or may treat the default as a repudiation by Buyer of the service agreement in its entirety, and hold Buyer liable for such damages as Service Provider may incur, including consequential and incidental damages. For purposes hereof, Buyer's insolvency shall be a default.

**15. Waiver.** No waiver by Service Provider of any of the provisions of the service agreement is effective unless explicitly set forth in writing and signed by Service Provider. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the service agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.



*Continued...*

## BADGER DAYLIGHTING CORP. STANDARD TERMS AND CONDITIONS (USA)

16. Force Majeure. Service Provider shall be free from any liability for delay or failure in performance of Services arising from strikes, lockouts, labor troubles of any kind, accidents, perils of the sea, fire, earthquake, civil commotion, terrorist acts, war or consequences of war, government acts, restrictions or requisitions, failure of manufacturers or suppliers to deliver, bankruptcy or insolvency of manufacturers or suppliers, suspension of shipping facilities, act or default of carrier or any other contingency of whatsoever nature beyond Service Provider's control affecting production and performance of Services, including disturbances existing on the date of the service agreement or a statement of work. In such a situation, if performance is not made during the period contracted for, Buyer shall accept performance under the service agreement when performance is made; provided, however, Buyer shall not be obligated to accept performance if performance is not made within a reasonable time after the cessation of the aforementioned impediments or causes.
17. Intellectual Property. All the designs, know-how, innovations, inventions and discoveries related to Services provided under this transaction shall be and remain the property of Service Provider.
18. Confidential Information. (a) All non-public, confidential or proprietary information of Service Provider, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, the "Confidential Information"), disclosed by Service Provider to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of Services and the service agreement is confidential, and shall not be disclosed or copied by Buyer without the prior written consent of Service Provider. Confidential Information does not include information that is (i) in the public domain; (ii) known to Buyer at the time of the disclosure; or (iii) rightfully obtained by Buyer on a non-confidential basis from a third party.  
(b) Buyer agrees to use the Confidential Information only to make use of Services, and deliverables.  
(c) Service Provider shall be entitled to injunctive relief for any violation of this Section.
19. Integration. The service agreement, these Standard Terms and Conditions of Services, and a statement of work supersede all prior negotiations, representations, agreements, quotes and catalogues, whether written or oral, and shall not be modified, supplemented or interpreted by evidence of course of dealing, course of performance or usage of trade. To the extent the provisions hereof conflict with any prior or subsequent agreement of the parties, these Standard Terms and Conditions of Services will control. Any amendment to these Standard Terms and Conditions of Services must be in writing and signed by both parties.
20. Assignment. Buyer acknowledges that no service agreement or statement of work, nor the obligations represented thereby, may be assigned or delegated, in whole or in part by Buyer, without the prior written consent of Service Provider. Buyer's unauthorized attempt to assign or delegate any rights or obligations shall serve as grounds for termination of the service agreement.
21. Severability. Service Provider and Buyer agree that each and every paragraph, sentence, clause, term and provision of these Standard Terms and Conditions of Services is severable and that, in the event any portion hereof is adjudged to be invalid or unenforceable, the remaining portions shall remain in full force and effect to the fullest extent permitted by law.
22. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in these Standard Terms and Conditions of Services or the service agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties; and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
23. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the service agreement or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the service agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
24. Governing Law/Venue. All matters involving the validity, interpretation and application of these Standard Terms and Conditions of Services will be controlled by the laws of the State of Indiana, United States of America and Buyer and Service Provider hereby irrevocably consent to the jurisdiction of the state and federal courts located in Marion County, Indiana for the resolution of any disputes arising under these Standard Terms and Conditions of Services and the service agreement.



End



# **EXHIBIT C**

## **Scope of Work and Estimated Schedule**

### **BASIC SERVICES - (\$255,600 Estimated fee)**

#### **Task 1: Field Surveys - \$14,100** (about 5-weeks starting in December 2020).

- Task 1.1 Establish horizontal & vertical control
  - Set control point coordinates and elevations using GPS
  - Traverse between control points in field
  - Elevation loop between benchmarks in field
  - Office calculations - coordinates, elevations, closure
- Task 1.2 Topography
  - Locate existing utilities – contact JULIE and measure depth to exposed utilities
  - IDOT utility locate – coordinate with sub to locate IDOT utilities
  - Pavement corings – assume 1 core with no traffic control
  - Topographic survey – profile and cross sections of surface features within affected project area
- Task 1.3 Process survey data for CADD
  - Draw existing topo
  - Create and process TIN surface
  - Field review – edit topo and TIN
- Task 1.4 Staking
  - Stake soil boring locations and tie in after completion – 2 soil borings by sub
  - Locate utility conflict potholes – excavations completed by sub

#### **Task 2: Utility Coordination - \$11,800** (about 4-weeks starting in December 2020)

- Request type, size and location of existing facilities – send top drawing to utilities
- Verify type, size and location of existing facilities – send preliminary plans to utilities
- Confirm conflicts and verify adjustment and relocation work – assume 5 companies for coordination
- Coordination meetings with utilities – assume 3 companies will require additional coordination
- Review utility adjustment and relocation plans from utilities

#### **Task 3: Geotechnical Report - \$1,400** (about 6-weeks starting in December 2020).

- Oates coordination and review of report completed by sub

#### **Task 4: Type, Size & Location Plans - \$17,700** (about 6-weeks starting in February 2021).

- Task 4.1 Develop TS&L plan sheets
  - General plan and elevation and details with IDOT required data
  - Develop design drawing of culvert and wings
- Task 4.2 Design tasks
  - Culvert final layout and preliminary design
  - Wingwall final layout and preliminary design – assume wings similar to LeClaire Junction Tunnel
  - Evaluate staging and temporary soil retention – assume 3 stages
  - Prepare Structure Report – IDOT form BBS 153
  - Prefinal submittal to IDOT
  - Final submittal to IDOT – revisions and disposition of BBS comment
  - Internal and external coordination

#### **Task 5: Structure Plans - \$66,400** (about 20-weeks starting in June 2021).

- Task 5.1 Culvert plan sheets
  - General plan and elevation – update TS&L general plan sheet
  - Construction details – staging and temporary soil retention
  - Structure details – culvert barrel details

## **EXHIBIT C**

### **Scope of Work and Estimated Schedule**

- Wingwall details – assume form lined and similar to LeClaire Junction Tunnel
- Railing details – assume ornamental fencing similar to LeClaire Junction Tunnel
- Bar splicer details – IDOT base sheet
- Soil boring logs – from geotechnical report
- Mast arm foundation details – relocating mast arm on SW corner of intersection

#### **Task 5.2 Culvert design tasks**

- Plan Development Outline – assume IDOT Bureau of Bridges and Structures will require
- Revise and finalize layout
- Barrel design – design and detail single box and headwalls, assume 3 stages
- Wingwall design – design and detail wingwalls similar to LeClaire Junction Tunnel
- Approach slab – detailing of approach slab, special detailing for drains and seat on culvert
- Railing layout – railing layout and work through details
- Temporary soil retention layout
- Quantities – assume updated/revisions at each submittal stage
- Special provisions
- Estimate of cost – assume updated/revisions at prefinal and final
- Estimate of time – assume updated/revisions at prefinal and final
- Prefinal submittal to MCT and IDOT
- Final plans – revisions and disposition of comment
- Internal and external coordination, including cameras and electrical facilities
- Shop drawing review – assume two reviews for railing and shoring, also camera and electrical
- Mast arm foundation design – move mast arm on SW quadrant

#### **Task 6: Drainage - \$6,400 (about 2-weeks starting in February 2021)**

##### **Task 6.1 Storm sewer design for draining tunnel to Schoolhouse Branch creek**

- Storm sewer schematic layout
- Drainage area computations
- Inlet computations / type, size and layout
- Storm sewer computations / type and size
- "404" permit required for in-stream work (storm sewer and riprap)
- Final storm sewer layout

##### **Task 6.2 Extend IDOT culvert in SW corner of Horseshoe Lake Road & IL-157 intersection**

- Culvert profile and layout – no design required

#### **Task 7: Preliminary Road Plans - \$24,700 (about 10-weeks starting in February 2021)**

##### **Task 7.1: Design criteria & data collection for roadway staging and bike trail design**

- Develop design criteria for bike trail
- Develop existing and proposed typical sections – review cores and/or as built plans to determine IL-157 pavement structure and develop trail section

##### **Task 7.2: Horizontal alignment**

- Set centerline location for IL-157 and bike trail
- Lay out pavement, shoulders, medians for IL-157 – draw topo using aerial images
- Review right-of-way requirements – determine if ROW is needed for trail or storm sewer

##### **Task 7.3: Vertical alignment**

- Set centerline profile for bike trail
- Review utility conflicts for bike trail

##### **Task 7.4: Preliminary design development**

- Develop construction staging – assume 3 stages and Horseshoe Lake Road is closed and detoured to Eastport Plaza Drive

##### **Task 7.5: Preliminary plan development – for bike trail and IL-157**

- Plan – alignment, stationing, and curve data

## **EXHIBIT C**

### **Scope of Work and Estimated Schedule**

- Construction limits for bike trail
- List right-of-way owners on plan sheets
- Profiles – grades, elevations and curved data
- Structural plan coordination
- Task 7.6: Preliminary cross sections & earthwork
  - Cut existing sections and develop existing cross-section elevations
  - Proposed roadway templates
  - Calculate end areas and earthwork estimate
- Task 7.7: Environmental, historical and cultural permitting – confirm study
- Task 7.8: Submittals
  - Preliminary plan – submit to MCT and IDOT
  - Respond to comments from agencies

#### **Task 8: Final Road Plans - \$37,500** (about 10-weeks starting in August 2021)

- Task 8.1: Cover sheet
  - Location map and project limits
  - Index of sheets
  - Standard drawings index
  - General notes
- Task 8.2: Quantities
  - Pay items and code numbers
  - Pavement schedule and quantities – shoulder widening for stage construction
  - Storm sewer schedule and quantities
  - Pavement markings schedule and quantities – bike trail and IL-157 pavement replacement
  - Removals schedule and quantities
  - Earthwork schedule and quantities – label cross section sheets
  - Other schedules and quantities – staging items
  - Summary of quantity schedule – check that SOQ matches schedules
- Task 8.3: Typical cross sections
  - Refine existing and proposed typical sections – label pay items and thicknesses
- Task 8.4: Maintenance of traffic (assume 3 stages and Horseshoe Lake Road is closed and detoured to Eastport Plaza Drive)
  - Develop construction staging – refine preliminary design
  - Staging notes
  - Staging details
  - Detour plans
  - Traffic control plans – assume 3 stages with double plan sheets
- Task 8.5: Traffic signal plans – to move SW mast arm and reinstall detector loops
  - Copy existing intersection signal plans and modify as needed – includes quantity calculation and schedule
  - Add signal head for EB Rt turn slip lane for ADA access across 157/HLR, includes wiring plan sheet and signal wiring sheet
- Task 8.6: Specialty plan sheets
  - Pavement markings and signing – for bike trail and IL-157
  - Erosion control
  - Bus shelter location, sidewalk layout details, pad, coordination with IDOT
- Task 8.7: Plan & Profile sheets – finalize bike trail plan & profile
  - Plan – label alignment, stationing and curve data
- Task 8.8: Cross Sections – bike trail
  - Hand edits
  - Proposed ditches/ culverts/ storm sewer
  - Earthwork end areas – update preliminary

## **EXHIBIT C**

### **Scope of Work and Estimated Schedule**

**Task 8.9: Contract documents**

- Check sheets
- Supplemental specifications
- Interim special provisions (ISP)
- Special provisions
- Estimate of time
- Estimate of cost – prefinal submittal

**Task 8.10: Final PS&E submittal**

- Plot and assemble final plans
- Final cost estimate
- Copy and assemble contract documents
- Final submittal and close-out
- Obtaining signatures – drive to MCT to get signatures

**Task 9: Sanitary Sewer Relocation - \$8,200** (about 3-weeks starting in February 2021)

- Horizontal alignment
- Vertical alignment
- Determine staging – sewer must remain in operation during construction
- IEPA permit
- Plan sheets – cover, plan and details sheets
- IEPA comments
- Sewer specifications
- Cost estimate
- Coordination – with City of Collinsville

**Task 10: Right of Way - \$12,500** (about 4-weeks starting in December 2020)

**Task 10.1: Survey**

- Research record information – courthouse and IDOT
- Review title reports – assume 3
- Locate and tie existing monumentation
- Reconcile monumentation with record information
- Establish existing ROW and property lines
- Supplemental ROW search

**Task 10.2: Documents**

- Set proposed easements
- Calculate bearings and distances, stations and offsets
- Calculate lot closures and areas
- Prepare legal descriptions
- Prepare parcel plats

**Task 10.3: Submittals**

- Review ROW needs with Client
- Final submittal – all documents

**Task 11: Bid Assistance - \$5,300** (about 2-weeks starting in February 2022)

- Front end documents – work with MCT
- Bid opening meeting – attend opening at MCT
- Bid tab review and formal recommendation – review lump sum bid tab and comment on award
- Prebid meeting – attend meeting
- RFC responses and issue addenda – issue two addendums during bidding

**Task 12: Project Administration - \$18,300** (about 16 months starting in December 2020)

## **EXHIBIT C**

### **Scope of Work and Estimated Schedule**

- Scope of work reviews
- Project coordination
- Budget control
- Time approval, manpower and staff planning
- Project team meetings (including start-up meeting)
- Contract administration
- Billings

**Subconsultant Electrico, Inc. - \$1,120**

Locate IDOT traffic signal utilities within project limits.

**Subconsultant Badger Daylighting - \$5,350**

Utility potholing services (Assumed 11 pothole locations); for detailed scope of work, see attached proposal.

**Subconsultant SCI Engineering, Inc. - \$7,430**

Geotechnical services; for detailed scope of work, see attached proposal.

**Subconsultant BRiC Partnership, LLC - \$6,400**

Electrical services; for detailed scope of work, see attached proposal.

**Subconsultant Faith Group, LLC - \$10,500**

Security camera services; for detailed scope of work, see attached proposal.

**Reimbursable Expenses: \$500 (Printing)**

- Assume bound specifications, 200 pages, 5 copies
- Assume plans for bidding are 11x17, 40 sheets, 5 copies
- Assume plans for construction are 22x34, 40 sheets, 5 copies

**ITEMS NOT INCLUDED IN THE SCOPE OF WORK**

1. LEED design.
2. Permit fees – assumed paid by the District.
3. ROW negotiations and acquisitions – may be negotiated later if necessary.
4. Construction phase services – may be negotiated later.
5. Advertising for bids and plan distribution will be handled by the District.
6. Improvements to IDOT facilities, all IDOT facilities will be replaced in-kind.
7. Utility agreements – assume completed by the District.
8. Load rating of culvert – not clear if IDOT will require, may be negotiated later if necessary.
9. Traffic control and maintenance of traffic if Horseshoe Lake Road is not closed to traffic and detoured to Eastport Plaza Drive.