## AGENDA Board of Trustees Meeting adison County Mass Transit Distr

Madison County Mass Transit District 8:30 a.m., Thursday, September 24, 2020 One Transit Way, Granite City, Illinois

<u>Section</u>	Item	<b>Recommendation</b>				
I.	Pledge of Allegiance					
II.	Call to Order: Roll Call.					
III.	Public Comments.					
IV.	Consideration of the minutes of the August 27, 2020 regular meeting for inclusion in the official records of the District.	Approval				
۷.	Financial:					
	A. Payments and Claims: Consideration of the August 2020 claims for payment.	Approval				
	B. Monthly Financial Report: Review of the monthly financial records as of August 31, 2020.	Approval				
VI.	Transit Service:					
	A. Managing Director's Report, SJ Morrison	Information				
	B. January 2021 Service Change Proposal	Approval				
	C. Resolution 21-08 Authorizing Phase 1 & 2 of the MCT Trails Beautification Project	Approval				
	D. Resolution 21-09 Authorizing the Madison County Vanpool Initiative	Approval				
	E. Resolution 21-10 Authorizing the Purchase of a Vehicle for the City of Highland, Illinois, to Serve the Residents of Madison County, Illinois, and the Execution of a Motor Vehicle Lease and/or Maintenance Agreement	Approval				
VII.	Other Business:					
VIII.	Executive session to discuss the acquisition, and/or sale, or lease of property under (c)(5), and litigation under (c)(11) of the Open Meetings Act (5 ILCS 120/2).					
IX.	Adjournment	Approval				

#### MINUTES Board of Trustees

Madison County Mass Transit District One Transit Way, Granite City, Illinois 8:30 a.m., Thursday, August 27, 2020

#### I. <u>Pledge of Allegiance</u>

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 VILIOCCO, ACT; JONATHAN CORTEZ, ACT; JUSTIN DIXON, ACT; AMANDA SCHOMAKER, ACT; & ROB SCHMIDT, ACT.

#### III. Public Comments

No public comments were presented.

#### IV. <u>Consideration of the Minutes of the July 30, 2020, regular meeting for inclusion in</u> <u>the official records of the District.</u>

TRUSTEE ADOMITE 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 July 2020 claims for payment:

Managing Director SJ Morrison presented the payments and claims report. 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.

TRUSTEE GUY MADE THE MOTION, SECONDED BY TRUSTEE ECONOMY, 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.

B. <u>Monthly Financial Report: Reviews of the monthly financial records as of July 31, 2020:</u>

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. ADOMITEAYEANDREW F. ECONOMYAYECHRISTOPHER C. GUYAYERONALD L. JEDDAAYEJ. KELLY SCHMIDTAYE

ALL AYES. NO NAYS. MOTION CARRIED.

#### VI. <u>Transit Service</u>

#### A. Managing Director's Report:

Managing Director SJ Morrison produced the report.

Morrison introduced the new ACT directors, Jonathan Cortez, Director of IT; Justin Dixon, Fleet Director; Amanda Schomaker, Director of Marketing; & Rob Schmidt, Director of Facilities.

Morrison informed the board that the voluntary furloughed drivers had returned to work, and bus services were restored to about eighty percent. After the first few days

of restoration the ridership counts increased. SIUE returned to school, and that makes up for twenty percent of ridership.

Morrison stated that the Paratransit ridership continued to increase as senior centers, assisted living, and adult daycare centers reopen. Paratransit is well over a hundred trips per day.

Morrison let the board know that the Gateway Commerce Center Express service was implemented and going well as anticipated. Amanda Viliocco participated in a teleconference with the employers of the Gateway Commerce Center to share the express service information. Viliocco chimed in that the employers requested posters and timetables for display in the employee common areas.

Morrison let the board know that the Summer Youth Pass program continues until Labor Day. Even with the pandemic there were five hundred youth passes distributed throughout the county.

Morrison spoke of the continued popularity of the MCT Trails. Morrison announced that the preliminary plans for the Troy Trail Extension, Schoolhouse Trail/Pleasant Ridge Park Connector, and Nickel Plate Trail Improvement were received. The plans would be sent for bid within the next couple of weeks. Morrison mentioned that the consultants were conducting a study on the IL-111 bridge, Schoolhouse Trail, IL-157 tunnel, and the Yellowhammer bridge, and that the IL-111 bridge study was received. Morrison stated that there was no word on the Illinois Highway Safety Improvement program grant for the IL-111 bridge. Morrison stated that cross traffic does not stop signs were added to fifty intersections where the trails cross streets. Morrison informed the board that a MEPRD grant was submitted for the I.T. Beltline.

Morrison announced that the Eastgate Park & Ride bid notice was published for construction. A pre-bid meeting would be held on September 15, and bids were due September 29. An award recommendation will be presented to the board at the October meeting.

Morrison concluded his report.

B. Art and Beautification on the MCT Trails

Morrison presented seven beautification projects to the board, which include adding landscaping, trees, and other efforts such as installation of public art. Morrison estimated the project to cost one hundred fifty thousand dollars, but it could add a lot of beauty to highly visible parts of the trails. Morrison stated a contract award recommendation would be presented at the September board meeting and complete the project by fall before the first frost.

Adomite loved the presented projects and cost.

Guy expressed his concerns about the trees falling on the trails.

Jedda suggested reaching out to local communities for more beautification ideas.

Morrison stated that Viliocco had reached out to local artists, and art programs at colleges and universities.

Jedda mentioned reaching out to notify the public through social media of our beautification efforts and locations.

Morrison stated branding would be utilized at art installation sites to show certification or approval. Also, a URL would provide additional information on where to find art along the trails, and artist information.

C. Alternative Transit Solutions

Guy proposed his idea of contracting with Uber or Lyft to provide free rides on Thanksgiving and New Year's Eve to prevent driving while intoxicated. Guy believes this is a great way to promote MCT.

Morrison stated that we are obligated to provide a service which is ADA accessible because we receive state and federal funds, and Uber and Lyft might not offer those services. Morrison mentioned that there are instances of transportation agencies using Uber and Lyft for the first mile/last mile, but the legality has not been determined and there are liability concerns.

Viliocco stated that transit agencies across the country are all approaching and handling the matter in different ways.

Adomite suggested using paratransit as an additional option by providing a phone along with an Uber or Lyft code. Adomite stated if an ADA option were not provided, we would open ourselves up to a lawsuit. Adomite mentioned this is a great idea to test the utilization of Uber and Lyft.

Adomite agreed that it is a fantastic idea with limitations to one or two evenings.

Schmidt questioned if it would be a good idea to bring law enforcement in on the discussion.

Genovese, the legal counsel, stated she was looking into the legality on the transit side.

Adomite questioned if the limits would be located just within Madison County.

Multiple members of the board agreed that this would be in the best interest of the county.

Adomite questioned the ease of creating a promotion code with Uber or Lyft.

Morrison and Genovese collectively assured Adomite that creating a code can be done with little effort.

Adomite questioned if a ride would be allowed for a Madison County resident traveling from St. Louis back to Madison County. Adomite mentioned that only allowing rides within the county would keep business local.

Schmidt questioned how the Red Bird Express and Muny buses were funded.

Morrison stated that the vehicles are ADA accessible.

Jedda stated that the use of local funds and partnering with local businesses and establishments to kick-in fundss for the advertisement of their partnership to provide a free ride home. Jedda told the board there are a lot of positives.

Adomite mentioned the positive media coverage will outweigh the cost.

Guy stated this is an opportunity for the public who does not utilize public transit services.

Morrison stated that he would look into it, and more information would be brought to a future meeting.

Jedda mentioned this is a great way to reach out and do a public service for the community, and it is worth it if we prevent an accident caused by a drunken driver.

Morrison mentioned the airport express shuttle service that was mentioned at an earlier meeting. As well as taking another look at the route number 13 Troy – Glen Carbon shuttle, it is one of the lower performing routes, that is carrying about six hundred patrons per month.

Adomite mentioned pushing a shuttle service from our park & rides to a MetroLink station that connects to Lambert or the MidAmerica airport to provide parking and connections to airports and major employers.

Morrison brought up a previous discussion of a St. Clair County and Madison County vanpool initiative, which MCT currently provides as RideFinders. Morrison mentions that it may not make business sense to operate a bus for small scale ridership; however, a vanpool would be driven by a vanpool participant and not an ACT employee. The recommendation would be that for the cost of a bus pass, seventy dollars per person, a vanpool could operate anywhere within the county. It is substantially cheaper to operate a vanpool rather than a bus. Morrison pointed out that this service has been requested at the Gateway Commerce Center, and it has the potential to be successful.

Jedda mentioned offering options and gathering the publics' interest and expanding or retracting service based on those interests. Jedda questioned how many patrons the vans hold.

Morrison explained there are various van sizes, and he would prepare numbers for the next board meeting, but he believes this would be a great program. Morrison mentioned that the program is established and would be easy to launch.

#### VII. Other Business

# VIII. Executive session to discuss the acquisition, and/or sale, or lease of 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 SCHMIDT, TO MOVE INTO EXECUTIVE SESSION TO DISCUSS THE ACQUISITION, AND/OR SALE OR LEASE OF 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 ADOMITE MADE THE MOTION, SECONDED BY TRUSTEE SCHMIDT, TO RETURN TO REGULAR SESSION.

A ROLL CALL VOTE FOLLOWED:

ALLEN P. ADOMITEAYEANDREW F. ECONOMYAYECHRISTOPHER C. GUYAYERONALD L. JEDDAAYEJ. KELLY SCHMIDTAYE

ALL AYES. NO NAYS. MOTION CARRIED.

TRUSTEE ADOMITE MADE THE OMNIBUS MOTION, SECONDED BY TRUSTEE ECONOMY, TO APPROVE THE FOLLOWING RESOLUTIONS:

- A. 21-06 AUTHORIZING THE ACQUISITION OF PROPERTY 7252 PIN OAK ROAD, EDWARSVILLE, IL
- B. 21-07 AUTHORIZING THE ACQUISITION OF PROPERTY 813 EAST CHAIN OF ROCKS ROAD, PONTOON BEACH, IL

A ROLL CALL VOTE FOLLOWED:

ALLEN P. ADOMITEAYEANDREW F. ECONOMYAYECHRISTOPHER C. GUYAYERONALD L. JEDDAAYEJ. KELLY SCHMIDTAYE

ALL AYES. NO NAYS. MOTION CARRIED.

#### IX. ADJOURNMENT

TRUSTEE GUY 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 9:55 a.m.

Respectfully submitted

Summer Moore

	09/14/2020 14:09 jhartke WARRANT: 092420	Madison County CURRENT CHECK F 08/01/2020	Mass Trans EGISTER - to 08/3	it District PER DIEM 1/2020	P 1 prchkreg CHECK DATE: 09/24/2020
•	EMP # NAME	TYP	NET PAY	CHECK #	CHECK DATE SPECIAL
	10012 ADOMITE, ALLE 10009 JEDDA, RONALD		0.00 0.00	003210005 003210006	09/24/2020 09/24/2020
	2 ** TOTAL CHECK(S)		0.00		

4 - 1

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09/14/2020 14 jhartke WARRANT: 09242	ADVICE REGISTÉR - PER DIEM		P 1 pradvreg
EMP #	NAME	СНК #	NET PAY
10013 10011 10010 1138	ECONOMY, ANDREW F GUY, CHRISTOPHER C SCHMIDT, J. KELLY Internal Revenue Servi	005210009 005210010 005210011 005210012	184.70 184.70 184.70 522.40
	Total Deposits: 4		1,076.50

tpohlman CHECH	son County Mass Transit District K REGISTER				P 1 apcshdsb
CASH ACCOUNT: 10000000 1 CHECK NO CHK DATE TYPE		INVOICE	INV DATE	PO WARRANT	NET
4210118 09/09/2020 PRTD	1253 City Treasurer Granite City		08/28/2020	090820	103.42
			CHECK	4210118 TOTAL:	103.42
4210119 09/09/2020 PRTD	3984 City of Troy	083120SPTPR	08/31/2020	090820	1,264.85
		083120WSTPR	08/31/2020	090820	24.41
			CHECK	4210119 TOTAL:	1,289.26
4210120 09/09/2020 PRTD	2047 City of Wood River	090220SPWRTC	08/31/2020	090820	823.38
		090420WSWRTC	09/04/2020	090820	30.78
			CHECK	4210120 TOTAL:	854.16
4210121 09/09/2020 PRTD	1220 Illinois American Wa	0221ILRt3PR	08/25/2020	090820	630.10
			CHECK	4210121 TOTAL:	630.10
4210122 09/09/2020 PRTD	1220 Illinois American Wa	082720GCTC	08/27/2020	090820	301.95
			CHECK	4210122 TOTAL:	301.95
4210123 09/09/2020 PRTD	1220 Illinois American Wa	090220SHSRIR	09/02/2020	090820	63.58
			CHECK	4210123 TOTAL:	63.58
4210124 09/09/2020 PRTD	1220 Illinois American Wa	090220AHSRWS	09/02/2020	090820	89.26
			CHECK	4210124 TOTAL:	89.26
4210125 09/09/2020 PRTD	1733 Johnny on the Spot #	47-000235991	08/31/2020	090820	765.30
			CHECK	4210125 TOTAL:	765.30
4210126 09/09/2020 PRTD	1051 Pontoon Beach Public	090120-1	09/01/2020	090820	264.18
		090120-2	09/01/2020	090820	428.10
		090120BW	09/01/2020	090820	458.22
		090120N	09/01/2020	090820	24.74

09/09/2020 11:28 tpohlman	Madison County Mass Transit Distric CHECK REGISTER	t			P 2 apcshdsb
CASH ACCOUNT: 1000 CHECK NO CHK DATE		UCHER INVOICE	INV DATE P	O WARRANT	NET
		090120SS	09/01/2020	090820	397.68
		090120T	09/01/2020	090820	27.22
			CHECK	4210126 TOTAL:	1,600.14
4210127 09/09/2020	) PRTD 1506 Village of Glen Carb	082120GLPR	08/21/2020	090820	227.52
			CHECK	4210127 TOTAL:	227.52
4210128 09/09/2020	) PRTD 1932 Wex Bank	67277029	08/31/2020	090820	6,657.82
			CHECK	4210128 TOTAL:	6,657.82
		NUMBER OF CHECKS 11	*** CASH A	CCOUNT TOTAL ***	12,582.51
		TOTAL PRINTED CHECKS	COUNT 11 1:	AMOUNT 2,582.51	

\*\*\* GRAND TOTAL \*\*\* 12,582.51

09/15/2020 09:54 tpohlman	Madison County Mass Transit District CHECK REGISTER				P 1 apcshdsb
CASH ACCOUNT: 1000 CHECK NO CHK DATE		ER INVOICE	INV DATE P	O WARRANT	NET
4210129 09/15/2020	) PRTD 1043 AT&T	SEPT20	09/01/2020	091420	22.93
			CHECK	4210129 TOTAL:	22.93
4210130 09/15/2020	) PRTD 1433 City of Edwardsville	091120L	09/11/2020	091420	33.29
		091120SPEPR	09/11/2020	091420	188.22
		091120WSEPR	09/11/2020	091420	38.16
			CHECK	4210130 TOTAL:	259.67
4210131 09/15/2020	) PRTD 1436 City of Highland	AUG20HPR	09/05/2020	091420	183.84
			CHECK	4210131 TOTAL:	183.84
4210132 09/15/2020	) PRTD 1220 Illinois American Wa	091020SPATC	09/10/2020	091420	178.70
			CHECK	4210132 TOTAL:	178.70
4210133 09/15/2020	) PRTD 1220 Illinois American Wa	091020WSATC	09/10/2020	091420	238.65
			CHECK	4210133 TOTAL:	238.65
		NUMBER OF CHECKS 5	*** CASH A	CCOUNT TOTAL ***	883.79
			COUNT	AMOUNT	
		TOTAL PRINTED CHECKS	5	883.79	

\*\*\* GRAND TOTAL \*\*\* 883.79

09/15/2020 12:53 Mi tpohlman C	adison County Mass Transit District HECK REGISTER				P 1 apcshdsb
CASH ACCOUNT: 100000 CHECK NO CHK DATE T		INVOICE	INV DATE PO	) WARRANT	NET
4210134 09/24/2020 P	RTD 4012 AAIC, Inc.	16855	09/03/2020 120		1,662.50
		16856	09/03/2020 120	000064 092420	437.50
			CHECK	4210134 TOTAL:	2,100.00
4210135 09/24/2020 P	RTD 2501 Agency for Community	AUG20BW	09/15/2020	092420	43,601.10
		AUG20DR	09/15/2020	092420	181,691.03
		AUG20FR	09/15/2020	092420	1,472,295.35
		AUG20RS	09/15/2020	092420	58,623.15
		AUG20VP	09/15/2020	092420	10,781.91
		SEPT20	09/02/2020	092420	41,666.66
			CHECK	4210135 TOTAL:	1,808,659.20
4210136 09/24/2020 P	RTD 1050 Ameren Illinois	Aug20CRockRd	09/01/2020	092420	44.06
			CHECK	4210136 TOTAL:	44.06
4210137 09/24/2020 PI	RTD 1501 Ameren Illinois	AUG20	09/04/2020	092420	10,308.79
			CHECK	4210137 TOTAL:	10,308.79
4210138 09/24/2020 PI	RTD 1638 American Maid	1420-08	08/21/2020	092420	2,480.00
		1920-08	08/21/2020	092420	1,650.00
		2420-08	08/21/2020	092420	1,936.00
		4520-09	08/21/2020	092420	1,210.00
		4820-08	08/21/2020	092420	1,089.00
			CHECK	4210138 TOTAL:	8,365.00
4210139 09/24/2020 P	RTD 2031 Best-One Fleet Servi	80101216	08/20/2020	092420	100.00
		80101580	08/27/2020	092420	260.00
		80101931	09/03/2020	092420	180.00

tpohlman  CHECK	on County Mass Transit District REGISTER			P 2 apcshdsb
CASH ACCOUNT: 10000000 1 CHECK NO CHK DATE TYPE	0101 Checking Account VENDOR NAME VOUCHER	INVOICE	INV DATE PO	WARRANT NET
			CHECK 421013	9 TOTAL: 540.00
4210140 09/24/2020 PRTD	1507 Energy Petroleum Co	1833233	08/27/2020 12100015 0	92420 9,726.62
		1833492	08/20/2020 12100012 0	92420 9,465.27
		1833683	08/18/2020 12100011 0	92420 9,255.27
			CHECK 421014	0 TOTAL: 28,447.16
4210141 09/24/2020 PRTD	1113 FedEx	7-105-92325	08/27/2020 0	92420 30.00
			CHECK 421014	1 TOTAL: 30.00
4210142 09/24/2020 PRTD	1014 Granite City Townshi	080720	08/07/2020 0	92420 4,179.90
		091420	09/14/2020 0	92420 2,492.18
			CHECK 421014	2 TOTAL: 6,672.08
4210143 09/24/2020 PRTD	4016 Hepler Broom LLC	827497	08/19/2020 0	92420 1,281.00
			CHECK 421014	3 TOTAL: 1,281.00
4210144 09/24/2020 PRTD	3920 The Jerry Costello G	OCT20	09/02/2020 0	92420 7,000.00
			CHECK 421014	4 TOTAL: 7,000.00
4210145 09/24/2020 PRTD	1602 Madison County State	OCT20	09/02/2020 0	92420 4,500.00
			CHECK 421014	5 TOTAL: 4,500.00
4210146 09/24/2020 PRTD	4028 Minuteman Press	42901	08/20/2020 12000139 0	92420 39.99
			CHECK 421014	6 TOTAL: 39.99
4210147 09/24/2020 PRTD	1698 O'Brien Tire & Auto	0222478	08/21/2020 03	92420 550.22
		0222574	08/24/2020 01	92420 15.00
		0222695	08/27/2020 01	92420 971.32

09/15/2020 12:53 Madison County Mass Transit District tpohlman CHECK REGISTER			P 3  apcshdsb
CASH ACCOUNT: 10000000 10101 Checking Account CHECK NO CHK DATE TYPE VENDOR NAME VOUC	CHER INVOICE	INV DATE PO WARRANT	NET
		CHECK 4210147 TOTAL:	1,536.54
4210148 09/24/2020 PRTD 1757 Piasa Motor Fuels LL	254918	08/25/2020 12100014 092420	10,581.09
	254919	08/25/2020 12100013 092420	9,282.49
	254994	09/01/2020 12100016 092420	9,435.00
		CHECK 4210148 TOTAL:	29,298.58
4210149 09/24/2020 PRTD 3980 The Bancorp Bank	483894-41	09/01/2020 12000100 092420	992.13
		CHECK 4210149 TOTAL:	992.13
4210150 09/24/2020 PRTD 3811 Thouvenot, Wade & Mo	66987	08/31/2020 092420	5,720.50
		CHECK 4210150 TOTAL:	5,720.50
4210151 09/24/2020 PRTD 3986 Michael Joseph Walte	SEPT20	09/02/2020 092420	3,000.00
		CHECK 4210151 TOTAL:	3,000.00
4210152 09/24/2020 PRTD 3923 Xerox Corporation	011233044	09/01/2020 12000127 092420	57.00
	011233045	09/01/2020 12000127 092420	141.00
	011233046	09/01/2020 12000127 092420	152.00
		CHECK 4210152 TOTAL:	350.00
	NUMBER OF CHECKS 19	*** CASH ACCOUNT TOTAL ***	1,918,885.03
	TOTAL PRINTED CHECKS	COUNT AMOUNT 19 1,918,885.03	

\*\*\* GRAND TOTAL \*\*\* 1,918,885.03

09/16/2020 09:06 mdomer	Madison Cour ELECTRONIC	nty Mass Transit District FUNDS TRANSFER REGISTER				P 1 apcshdsb
CASH ACCOUNT: 1000 CHECK NO CHK DATE	0000 10101 TYPE VENDOR	Checking Account NAME VOUCH	ER INVOICE	INV DATE	PO WARRANT	NET
9210012 09/24/2020	EFT 4013	Andrew Economy	AUG20-1	09/08/2020	EFT0924	5.75
				CHECK	9210012 TOTAL:	5.75
9210013 09/24/2020	EFT 4002	Christopher C. Guy	AUG20-1	09/08/2020	EFT0924	8.62
				CHECK	9210013 TOTAL:	8.62
9210014 09/24/2020	EFT 3982	Ronald L. Jedda	AUG20-1	09/08/2020	EFT0924	20.12
				CHECK	9210014 TOTAL:	20.12
9210015 09/24/2020	EFT 3994	J. Kelly Schmidt	AUG20-1	09/08/2020	EFT0924	9.20
				CHECK	9210015 TOTAL:	9.20
			NUMBER OF CHECKS	4 *** CASH	ACCOUNT TOTAL ***	43.69
				COUNT	AMOUNT	
			TOTAL EFT'S	4	43.69	

\*\*\* GRAND TOTAL \*\*\* 43.69

09/23/2020 10:44 tpohlman	Madison Cou CHECK REGIS	nty Mass Transit District TER				P 1 apcshdsb
CASH ACCOUNT: 1000 CHECK NO CHK DATE	00000 10101 TYPE VENDOR	Checking Account NAME VOUCHER	INVOICE	INV DATE PO	) WARRANT	NET
4210154 09/24/2020	PRTD 1050	Ameren Illinois	AUG20	09/15/2020	092420B	6,107.31
				CHECK	4210154 TOTAL:	6,107.31
4210155 09/24/2020	) PRTD 1638	American Maid	21462	07/08/2020	092420B	225.00
				CHECK	4210155 TOTAL:	225.00
4210156 09/24/2020	PRTD 2031	. Best-One Fleet Servi	80102196	09/10/2020	092420B	60.00
			80102509	09/17/2020	092420B	200.00
				CHECK	4210156 TOTAL:	260.00
4210157 09/24/2020	) PRTD 4025	Edwardsville Bank	092120	09/21/2020	092420B	1,000,000.00
				CHECK	4210157 TOTAL:	1,000,000.00
4210158 09/24/2020	) PRTD 1507	' Energy Petroleum Co	1834054	09/09/2020 121	00019 092420B	8,841.97
			18340551	09/09/2020 121	.00018 092420B	8,486.52
			1834111	09/08/2020 121	.00017 092420B	9,067.77
			1834725	09/11/2020 121	.00020 092420B	8,579.13
				CHECK	4210158 TOTAL:	34,975.39
4210159 09/24/2020	) PRTD 4027	Megan Hopkins	072820	06/04/2020	092420B	400.00
				CHECK	4210159 TOTAL:	400.00
4210160 09/24/2020	) PRTD 1698	8 O'Brien Tire & Auto	0223245	09/15/2020	092420B	1,132.82
				CHECK	4210160 TOTAL:	1,132.82
4210161 09/24/2020	) PRTD 1173	Oates Associates	33007	09/18/2020	092420B	13,250.25
			33008	09/18/2020	092420B	11,523.50
				CHECK	4210161 TOTAL:	24,773.75

09/23/2020 10:44 tpohlman	Madison County Mass Transit District CHECK REGISTER			P 2  apcshdsb
CASH ACCOUNT: 100 CHECK NO CHK DATE	00000 10101 Checking Account TYPE VENDOR NAME VOUCH	HER INVOICE	INV DATE PO WARRANT	NET
4210162 09/24/202	) PRTD 1757 Piasa Motor Fuels LL	255124	09/15/2020 12100021 092420B CHECK 4210162 TOTAL:	8,438.25 8,438.25
4210163 09/24/202	) PRTD 3897 SSPRF	091620	09/16/2020 092420B CHECK 4210163 TOTAL:	95.77 95.77
		NUMBER OF CHECKS 10	*** CASH ACCOUNT TOTAL ***	1,076,408.29
			COUNT AMOUNT	
		TOTAL PRINTED CHECKS	10 1,076,408.29	

\*\*\* GRAND TOTAL \*\*\* 1,076,408.29

09/23/2020 08:21   Madison County Mass Transit District mdomer   VOIDED CHECK JOURNAL			P 1 apcshdsb
	ER INVOICE	INV DATE PO WARRANT	NET
4200605 05/28/2020 VOID 3848 Missouri Highways &	052620	05/26/2020	-9,063.60
		CHECK 4200605 TOTAL:	-9,063.60
	NUMBER OF CHECKS 1	*** CASH ACCOUNT TOTAL ***	-9,063.60
		COUNT AMOUNT	
	TOTAL VOIDED CHECKS	1 9,063.60	
		*** GRAND TOTAL ***	-9,063.60
09/23/2020 08:35 Madison County Mass Transit District tpohlman CHECK REGISTER			P 1 apcshdsb
CASH ACCOUNT: 1000000 10101 Checking Account CHECK NO CHK DATE TYPE VENDOR NAME VOUCH	ER INVOICE	INV DATE PO WARRANT	NET
4210153 09/23/2020 PRTD 3848 Missouri Highways &	052620R	09/22/2020 092220	9,063.60
		CHECK 4210153 TOTAL:	9,063.60
	NUMBER OF CHECKS 1	*** CASH ACCOUNT TOTAL ***	9,063.60
		COUNT AMOUNT	
r	TOTAL PRINTED CHECKS	1 9,063.60	

\*\*\* GRAND TOTAL \*\*\* 9,063.60

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#### Madison County Transit District

Management Report of Revenue and Expenses

August, 2020	511353			Percentage Increase /		Budget %
	Current Month	Current <u>YTD</u>	Prior YTD	(Decrease) Over Prior YTD	FY21 Budget	Expended (17% of FY)
Revenue						(
Operating Revenue						
Sales Tax Revenue	\$868,979.76	\$1,665,348.81	\$1,668,114.46	0%	\$8,370,000	20%
Interest Income	91,865.75	183,885.85	123,612.98	49%	675,000	27%
IDOT Operating Assistance	0.00	0.00	0.00	0%	17,300,000	0%
Federal CARES Act Funding	0.00	0.00	0.00	100%	425,000	0%
Local Sales Tax Reform Fund	354,900.47	676,764.55	434,117.91	56%	2,340,000	29%
CMAQ Rideshare Marketing and Outreach	0.00	0.00	0.00	0%	400,000	0%
Commuter Initiative	0.00	0.00	0.00	0%	94,000	0%
Fares	0.00	0.00	92,833.34	100%	700,000	0%
Other Revenue	26,582.65	44,626.25	25.00	178405%	52,000	86%
Lease/Rental Income	0.00	0.00	0.00	100%	0	0%
Total Operating Revenue	\$1,342,328.63	\$2,570,625.46	\$2,318,703.69	11%	\$30,356,000	8%
Capital Revenue						
FTA Transit Admin Section 5307	\$0.00	\$0.00	\$0.00	0%	\$15,680,512	0%
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%	1,760,000	0%
Total Capital Revenue	\$0.00	\$0.00	\$0.00	0%	\$44,861,512	0%
Total Revenues	\$1,342,328.63	\$2,570,625.46	\$2,318,703.69	11%	\$75,217,512	3%
Expenses						
Operating Expenses						
Fixed Route and Paratransit	\$1,855,921.44	\$3,742,570.18	\$4,020,561.03	-7%	\$26,883,000	14%
ACT Administrative Contract	41,666.67	83,333.34	83,333.34	0%	500,000	17%
Rideshare	89,576.38	155,791.66	110,388.42	41%	500,000	31%
Professional and Other Services	15,781.00	31,793.00	30,000.00	6%	276,000	12%
Trustee Expenses	1,120.19	2,222.56	2,264.52	-2%	30,000	7%
District Office Expenses	33,552.84	66,672.89	74,538.93	-11%	476,000	14%
Facilities Maintenance	52,882.62	109,431.77	128,753.00	-15%	828,000	13%
District Budget Contingency	0.00	0.00	0.00	0%	1,000,000	0%
Total Operating Expenses	\$2,090,501.14	\$4,191,815.40	\$4,449,839.24	-6%	\$30,493,000	14%
Capital Expenses						
Bikeways	\$67,828.28	\$101,544.33	\$46,744.13	117%	\$14,190,000	1%
Bus Station/Stops and Park & Ride	0.00	0.00	0.00	0%	5,646,000	0%
Cooperative Police Bicycle Grant Program	0.00	0.00	0.00	0%	100,000	0%
Facility Improvements	350.00	10,470.00	48,220.91	-78%	13,742,000	0%
Maintenance Equipment	227,202.00	380,543.50	0.00	0%	486,900	78%
MIS Equipment	0.00	0.00	0.00	0%	1,500,000	0%
Transit Support Equipment	0.00	0.00	0.00	0%	495,000	0%
Vehicles - Buses	4,000.00	4,000.00	0.00	0%	30,512,500	0%
Vehicles - Rideshare Vans	0.00	0.00	94,542.00	0%	912,082	0%
Vehicles - Transit Support	0.00	0.00	0.00	0%	382,000	0%
Contingency	0.00	0.00	0.00	0%	2,000,000	0%
Total Capital Expenses	\$299,380.28	\$496,557.83	\$189,507.04	162%	\$69,966,482	1%
Total Expenses	\$2,389,881.42	\$4,688,373.23	\$4,639,346.28	1%	\$100,459,482	5%
Excess Revenue Over (Under) Expenses	(\$1,047,552.79)	(\$2,117,747.77)	(\$2,320,642.59)	-9%	(\$25,241,970)	8%

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09/16/2020 2:28 pm	Madison County Mass Transit District Income Statement with Budget Variance for the Period Ended August 31, 2020					Pag	je 1	
Description		Current P	eriod			Year to Date		
	Actual	Budget	Deviation	Pct	Actual	Budget	Deviation	Pct ytd
OPERATING REVENUE								
Sales Tax Revenue	868,979.76	697,500.00	171,479.76	124.58	1,665,348.81	1,395,000.00	270,348.81	119.38
Interest Income	91,865.75	56,250.00	35,615.75	163.32	183,885.85	112,500.00	71,385.85	163.45
IDOT Operating Assistance	0.00	1,441,666.67	-1,441,666.67	0.00	0.00	2,883,333.34	5 80 CONTRACTOR (0.000)	0.00
Federal CARES Act Funding	0.00	35,416.67	-35,416.67	0.00	0.00	70,833.34	-70,833.34	0.00
Local Sales Tax Reform Fund	354,900.47	195,000.00	159,900.47	182.00	676,764.55	390,000.00	286,764.55	173.53
CMAQ Rideshare Marketing & Outreach	0.00	33,333.33	-33,333.33	0.00	0.00	66,666.66	-66,666.66	0.00
Commuter Initiative	0.00	7,833.33	-7,833.33	0.00	0.00	15,666.66	-15,666.66	0.00
Fares	0.00	58,333.33	-58,333.33	0.00	0.00	116,666.66	-116,666.66	0.00
Other Revenue	26,582.65	4,333.33	22,249.32	613.45	44,626.25	8,666.66	35,959.59	514.92
TOTAL OPERATING REVENUE	1,342,328.63		-1,187,338.03	53.06	2,570,625.46	5,059,333.32	the state of the s	50.81
CAPITAL REVENUE								
Fed Transit Admin Section 5307	0.00	1,306,709.33	-1,306,709.33	0.00	0.00	2,613,418.66	-2,613,418.66	0.00
Fed Transit Admin Section 5339	0.00	1,341,666.67		0.00	0.00	2,683,333.34		0.00
Congestion Mitigation Air Quality	0.00	367,083.33	-367,083.33	0.00	0.00	734,166.66	-734,166.66	0.00
Illinois Dept of Transportation	0.00	500,000.00	-500,000.00	0.00	0.00	1,000,000.00		0.00
Illinois Dept of Natural Resources	0.00	76,333.33	-76,333.33	0.00	0.00	152,666.66	-152,666.66	0.00
Metro East Park and Recreation District	0.00	146,666.67	-146,666.67	0.00	0.00	293,333,34	-293,333.34	0.00
TOTAL CAPITAL REVENUE	0.00	3,738,459.33	-3,738,459.33	0.00	0.00	7,476,918.66	-7,476,918.66	0.00
TOTAL REVENUES	1,342,328.63	6,268,125.99	-4,925,797.36	21.42	2,570,625.46	12,536,251.98	-9,965,626.52	20.51
OPERATING EXPENSES								
Fixed Route and Paratransit	1,855,921.44	2,240,250.00	-384,328.56	82.84	3,742,570.18	4,480,500.00	-737,929.82	83.53
ACT Administrative Contract	41,666.67	41,666.67	0.00	100.00	83,333.34	83,333.34	0.00	100.00
Rideshare	89,576.38	41,666.67	47,909.71	214.98	155,791.66	83,333.34	72,458.32	186.95
Professional and Other Services	15,781.00	23,000.00	-7,219.00	68.61	31,793.00	46,000.00	-14,207.00	69.12
Trustee Expenses	1,120.19	2,500.00	-1,379.81	44.81	2,222.56	5,000.00	-2,777.44	44.45
District Office Expenses	33,552.84	39,666.67	-6,113.83	84.59	66,672.89	79,333.34	-12,660.45	84.04
Facilities Maintenance	52,882.62	69,000.00	-16,117.38	76.64	109,431.77	138,000.00	-28,568.23	79.30
District Budget Contingency	0.00	83,333.33	-83,333.33	0.00	0.00	166,666.66	-166,666.66	0.00
TOTAL OPERATING EXPENSES	2,090,501.14	2,541,083.34	-450,582.20	82.27	4,191,815.40	5,082,166.68	-890,351.28	82.48
CAPITAL EXPENSES								
Bikeways	67,828.28	1,182,500.00	-1,114,671.72	5.74	101,544.33	2,365,000.00	-2,263,455.67	4.29
Bus Station/Stops and Park & Ride	0.00	470,500.00	-470,500.00	0.00	0.00	941,000.00	-941,000.00	0.00

	01,010.20	1,102,000.00	1,114,011.12	0.74	101,044.00	2,000,000.00	-2,200,400.07	4.29
Bus Station/Stops and Park & Ride	0.00	470,500.00	-470,500.00	0.00	0.00	941,000.00	-941,000.00	0.00
Cooperative Police Bicycle Grant Program	0.00	8,333.33	-8,333.33	0.00	0.00	16,666.66	-16,666.66	0.00
Facility Improvements	350.00	1,145,166.67	-1,144,816.67	0.03	10,470.00	2,290,333.34	-2,279,863.34	0.46
Maintenance Equipment	227,202.00	40,575.00	186,627.00	559.96	380,543.50	81,150.00	299,393.50	468.94
MIS Equipment	0.00	125,000.00	-125,000.00	0.00	0.00	250,000.00	-250,000.00	0.00
Transit Support Equipment	0.00	41,250.00	-41,250.00	0.00	0.00	82,500.00	-82,500.00	0.00
Vehicles - Buses	4,000.00	2,542,708.33	-2,538,708.33	0.16	4,000.00	5,085,416.66	-5,081,416.66	0.08
Vehicles - Rideshare Vans	0.00	76,006.83	-76,006.83	0.00	0.00	152,013.66	-152,013.66	0.00
Vehicles - Transit Support	0.00	31,833.33	-31,833.33	0.00	0.00	63,666.66	-63,666.66	0.00
Contingency	0.00	166,666.67	-166,666.67	0.00	0.00	333,333.34	-333,333.34	0.00
TOTAL CAPITAL EXPENSES	299,380.28	5,830,540.16	-5,531,159.88	5.13	496,557.83	11,661,080.32	-11,164,522.49	4.26
TOTAL EXPENSES	2,389,881.42	8,371,623.50	-5,981,742.08	28.55	4,688,373.23	16,743,247.00	-12,054,873.77	28.00
EXCESS REVENUE OVER EXPENSE	-1,047,552.79	-2,103,497.51	1,055,944.72	49.80	-2,117,747.77	-4,206,995.02	2,089,247.25	50.34

ASSETS Checking Account Prime Account Illinois Funds Investment Pool Investments Inventory Capital Grants Receivables Other Receivables Sales Tax Receivable Interest Receivable Prepaid Expenses TOTAL ASSETS	21,211.54 86,921.73 4,451,953.68 41,992,000.00 949,670.18 1,061,011.75 187,709.63 2,625,936.37 76,963.26 704,086.32 52,157,464.46
LIABILITIES Accounts Payable Retainage Payable TOTAL LIABILITIES	3,189,410.53 18,976.44 3,208,386.97
FUND BALANCE Nonspendable Fund Balance Assigned Fund Balance Beginning Unassigned Fund Balance Excess Revenue Over Expenses Total Unassigned Fund Balance TOTAL FUND BALANCE	$\begin{array}{c} 1,819,497.71\\ 25,104,970.00\\ 24,142,357.55\\ -2,117,747.77\\ 22,024,609.78\\ 48,949,077.49\end{array}$
TOTAL LIABILITIES AND FUND BALANCE	52,157,464.46

# MCT DETAILED SCHEDULE OF INVESTMENTS AT AUGUST 31, 2020

	A	TAUGUST 31,	2020			
INSTITUTION	PURCHASE DATE	CD OR ACCOUNT NUMBER	MATURITY DATE	INTEREST RATES	CERTIFICATE AMOUNT	WEIGHTED AVERAGE INTEREST
CERTIFICATES OF DEPOSIT (CD) Associated Bank	00.00.48	****0047	00 07 00	0 770/	1 000 000 00	
Associated Bank	09-06-18 10-12-18	****8317 ****1019	09-07-20 10-12-20	2.77%	1,000,000.00	
Associated Bank	10-12-18	****1191	01-12-20	2.82% 2.88%	1,000,000.00 900,000.00	
Associated Bank	07-02-18	****3546	07-02-21	2.85%	675,000.00	
Associated Bank	07-30-18	****9475	07-30-21	2.90%	1,000,000.00	
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 Bank of Hillsboro	02-06-19 05-01-19	****6839 ****0000	02-06-22	3.10%	1,250,000.00	
Bank of Hillsboro	05-01-19	****1102	04-01-22 05-01-22	2.95% 3.00%	1,000,000.00 500,000.00	
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 Busey Bank	02-06-19	****9119	03-06-21	2.82%	520,000.00	
Carrollton Bank	02-06-19 09-06-18	****9120 ****7306	04-06-21 09-06-21	2.82% 2.85%	300,000.00 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 FCB Banks	05-02-18	****6525 ****6530	05-02-21	2.30%	400,000.00	
FCB Banks	10-12-18 02-06-19	****6534	10-12-21 12-06-21	3.00% 2.89%	1,000,000.00 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 First Mid Bank & Trust	07-11-19 07-02-18	****6720	07-11-22	2.66%	1,000,000.00	
Simmons Bank	11-15-19	****6660 ****1913	06-28-21 09-15-20	2.85% 1.82%	675,000.00 1,000,000.00	
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 State Bank of St. Jacob	08-25-20 07-27-20	****2370 ****2351	08-25-22	0.85%	480,000.00	
Town and Country Bank	04-16-18	****4482	07-27-22 04-16-21	1.00% 2.05%	630,000.00 100,000.00	
-		1102	04 10 21	2.0070	100,000.00	
PENDING CERTIFICATES OF DEPOSIT (CI		****0047	00.07.00	0.77%	(1.000.000.00)	
Associated Bank Simmons Bank	09-06-18 11-15-19	****8317 ****1913	09-07-20 09-15-20	2.77%	(1,000,000.00)	
United Community Bank	09-03-20	1913	09-15-20	1.82%	(1,000,000.00) 1,000,000.00	
TOTAL CD'S	00 00 20			-	33,492,000.00	2.46%
				-		
CERTIFICATES OF DEPOSIT ACCOUNT RE Bank of Belleville	EGISTRY SERV 08-13-20	ICE (CDARS) ****8822	02 44 24	0.000/	1 000 000 00	
Bank of Belleville	08-13-20	****8814	02-11-21 08-12-21	0.60% 0.80%	1,000,000.00 1,000,000.00	
Edwardsville Bank	08-13-20	****8741	11-12-20	0.40%	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 AC	COUNT REGIST	<b>TRY SERVICE</b>	(CDARS) ACTI	VITY		
Edwardsville Bank	09-03-20			_	1,000,000.00	
TOTAL CDARS				_	8,500,000.00	1.72%
TOTAL INVESTMENTS					41,992,000.00	
				-	+1,002,000.00	
CASHACCOUNTS					_	
MCT checking account				0.10%	21,211.54	
MCT prime account Illinois Funds investment pool				0.10% 0.18%	86,921.73 4,451,953.68	
TOTAL CASH				0.1070_	4,560,086.95	0.18%
- and and and and and a					.,	0.1070



# Proposed January 2021 Service Change

To:SJ MorrisonFrom:Phil Roggio; Joe DomerDate:September 17, 2020

#### SUMMARY:

Madison County Transit (MCT) Planning and Capital Projects staff propose the following adjustments for the January 2021 Service Change, effective January 10, 2021.

### **PROPOSED JANUARY 2021 SERVICE ADJUSTMENT PLAN:**

#### **#15 EAST COLLINSVILLE SHUTTLE:**

- Discontinue service between Claremont Ct and Pennsylvania Ave. Current revenue time is four minutes to operate the segment. The total trip time is 50 minutes. Therefore, 8% of the service hours are to be reallocated and does not meet the criteria for a Major Service Change.
- Introduce new service to Orchard Shopping Center (Dollar General, Ruler Foods)
- CY 2019 Boarding Data shows 1.9 boardings per day are preserved by operating to Claremont, while 1.5 boardings per day will be affected
- No Cost Change No FTE Change No Change in VSH

#### <u>#6 ROXANA – PONTOON BEACH:</u>

- Reinstate the 4:35am weekday Southbound trip from Wood River Station to Gateway Commerce Center and 5:47am weekday Northbound trip from Liberty and Chain of Rocks
- Estimated Annual Cost: \$ 50,098.11 FTE Change: .27 VSH Change: 565.25

#### **#1 RIVERBEND**

- Reinstate the 5:33am weekday Southbound trip from Alton Station and the 6:48am weekday Northbound trip from Granite City Station
- The 5:33am Southbound trip has a timed connection with the #1X Southbound at Eastgate Plaza
- Estimated Annual Cost: \$ 50,851.46 FTE Change: .28 VSH Change: 573.75

#### **#20 GRANITE CITY PONTOON BEACH SHUTTLE**

- Truncate last two Sunday Northbound trips at Liberty and Chain of Rocks
- Estimated Annual Cost: \$ (4,762.39) FTE Change: (.03) VSH Change: (53.73)

TOTALS: Estimated Annual Cost: \$96,187.18 FTE Change: .52 VSH Change: 1085.27

#### **RESOLUTION 21-08**

#### AUTHORIZING PHASE 1 & 2 OF THE MCT TRAILS BEAUTIFICATION PROJECT

**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 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**, in 1993, the District began its trail efforts utilizing 16 USC 1247 (8)(d) of the Rails to Trails Act to preserve former railroad corridors for future light rail possibilities and interim trail use; 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's MCT Trails, serving as linear parks and providing a free, familyfriendly recreation option, have significantly improved the quality of life for the District's residents, have become a magnet for new homebuyers, have grown in popularity as a venue for fundraising events, such as bicycle rides and walks, and have created a tourist destination that is unique in the Midwest; and,

**WHEREAS**, the District desires to enhance the natural beauty of highly visible areas along the MCT Trails through a multi-phase planting and landscaping project for the enjoyment of residents and visitors; and,

WHEREAS, Illinois statute 70 ILCS 3610/5.5 requires the District to utilize a formal procurement process for certain projects exceeding \$40,000, and the Illinois Prevailing Wage Act applies to landscaping work performed by all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works.

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

- 1. The Madison County Mass Transit District hereby approves and authorizes the MCT Trails Phase 1 and Phase 2 Beautification work described in Attachment A.
- 2. Ronald Jedda, Chairman, 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 to execute, complete, and perform all obligations associated with a construction contract not to exceed one hundred fifty thousand dollars (\$150,000), for MCT Trails Beautification project Phase 1 and 2, 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 Board of Trustees of the Madison County Mass Transit District, Madison County, Illinois, on this twenty-fourth day of September 2020.

Ronald L. Jedda, Chairman Economy ren Spe U Andrew F. Economy Schmidt Allen P. Adomite

Christopher C. Guy

APPROVED as to Form: MC

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, September 24, 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 Madison County Mass Transit District hereby approves and authorizes the MCT Trails Phase 1 and Phase 2 Beautification work described in Attachment A.
- 2. Ronald Jedda, Chairman, 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 to execute, complete, and perform all obligations associated with a construction contract not to exceed one hundred fifty thousand dollars (\$150,000), for MCT Trails Beautification project Phase 1 and 2, 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 twenty-fourth day of September 2020.

Summer M. More

#### ATTACHMENT A

# MCT Trails Phase 1 and Phase 2 Beautification Proposal

#### Notes:

- 1. All plantings must include 1st season premium brown dyed mulching and starter fertilization.
- 2. All bids must include 1 year warranties on all plantings.
- 3. Trees must be planted a minimum of 15 feet from the edge of MCT Trails.
- 4. Price to include all materials, delivery, grading, and installation.
- 5. (C) Caliper; (H) Height
- 6. MCT will provide layout of berms and plantings.
- 7. MCT shall inspect plant material prior to installation.
- 8. Contractor shall be responsible for restoring disturbed areas.
- Trees shall be staked and supported with three guy wires with rubber hose at the trunk and first branching. Auger hole 1 foot beyond the ball. Space around the ball shall be filled with planting soil mix. Set tree crown at original depth.

### PHASE ONE: (Work to be completed by December 31)

#### Location 1. MCT Schoolhouse Trail in Collinsville (Between IL-157 and I-255)

Plant 100 trees on the north side of the MCT Schoolhouse Trail in Collinsville, parallel to Horseshoe Lake Road between IL-157 and I-255. (spaced a minimum of 30 feet apart, varieties interspersed). Trees include the following:

- 30 October Glory 3"C
- 30 Red Sunset Maple 3"C
- 40 American Hornbeam 2.5"C

#### Location 2). MCT Nickel Plate Trail (Plum Street in Edwardsville)

A). Plant trees in open area between MCT Trail and Plum Street

• Plant 37 Yoshino Cherry 2.5"C (spread evenly throughout the parcel to maximize spring color

B). Landscape the wedge-shaped triangular area between the MCT Trails

- Construct berm from topsoil and cover with 3" of mulch
- Plant 5 Burkii Red Cedar 6' H
- Plant 5 Rose of Sharon 6-7' H
- Plant 1 Forrest Pansy Redbud 2.5" C
- Plant 50 Black Eyed Susans and 50 Cone Flowers

#### Location 3). MCT Nature Trail (Victory Drive and Garden Lane in Granite City)

- Plant 15 Redbud 2.5"C
- Plant 15 Dogwood 6'H
- Located north of the trail

#### Location 4). MCT Goshen Trail (Troy Junction)

Plant a series of trees in the triangular shaped open area where the MCT Goshen Trail meets the MCT Schoolhouse Trail in Troy.

- Plant 10 Yoshino Cherry 2.5" C
- Plant 10 Kousa Dogwood 6' H
- Plant 10 Redbud 2" C
- Plant 10 October Glory Maple 2.5" C
- Plant 10 Autumn Blaze Maple 2.5" C

# PHASE TWO: (Work to be completed by April 2)

#### Location 1). MCT Schoolhouse Trail in Collinsville (Between IL-157 and I-255)

Build 1 berm 75' x 25' x 3' on MCT property north of the MCT Schoolhouse Trail, across from the I-255 intersection with Horseshoe Lake Road.

- Construct berm from topsoil
- A minimum 3" of mulch applied to top of berm.
- Plant 10 Burning Bushes 3'H
- Plant 5 Moonglow Magnolia 6'H
- Plant 25 Daylilies of various colors

#### Location 2). MCT Nickel Plate Trail (Plum Street in Edwardsville)

Build 3 berms 50'x8'x3' each along Plum Street and split the following equally across the three berms:

- Construct berms from topsoil
- A minimum of 3" mulch applied to top of each berm
- Plant 99 Black eyed Susans
- Plant 99 Cone Flowers
- Plant 15 Allegheny Serviceberry Clump 6' H
- Plant 18 Burning Bush 24" to 30 "

#### Location 3). MCT Nature Trail (Victory Drive and Garden Lane in Granite City)

• No Phase 2 Work

#### Location 4). MCT Goshen Trail (Troy Junction)

Build 1 berm 40'x8'x3'

- Construct berm from topsoil
- A minimum 3" of mulch applied to top of berm.
- Plant 3 Allegheny Serviceberry Clump 6' H
- Plant 4 Burning Bush 24"-30" H
- Plant 25 Black Eyed Susans
- Plant 25 Cone Flowers

### ANTICIPATED COST: Not to Exceed \$150,000











#### AUTHORIZING THE MADISON COUNTY VANPOOL INITIATIVE

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, through its operator, the Agency for Community Transit, Inc., (Agency) operates the St. Louis regional rideshare program, known as RideFinders, pursuant to the Agreement for Services between the Agency and the District, dated May 28, 2020; and,

WHEREAS, one of the RideFinders services offered to the region's residents is the vanpool program; and,

WHEREAS, the District has determined that it is in the best interest of the residents of Madison County to initiate a Madison County vanpool initiative to assist Madison County residents working within Madison County and/or St. Clair County. Operating a vanpool allows for a targeted, customized, and agile transportation alternative.

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

- 1. Ronald Jedda, Chairman, Kelly Schmidt, Vice Chairman, and/or SJ Morrison, Managing Director of Madison County Mass Transit District, are hereby authorized to take any and all actions as may reasonably be required to develop and operate the Madison County Vanpool Initiative and to ensure the District meets Federal Transit Administration requirements.
- 2. Ronald Jedda, Chairman, 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 to execute, complete, and perform all obligations associated with the implementation of the Madison County Vanpool Initiative, including offering a discounted rate for Madison County residents, the balance of which would be subsidized by the Madison County Mass Transit District, 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 Board of Trustees of the Madison County Mass Transit District, Madison County, Illinois, on this twenty-fourth day of September 2020.

Ronald L. Jedda, Chairman

Andrew F. Economy

Christopher C. Guy

Allen P. Adomite

APPROVED as to Form: Tonva 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, September 24, 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:

- Ronald Jedda, Chairman, Kelly Schmidt, Vice Chairman, and/or SJ Morrison, Managing Director of Madison County Mass Transit District, are hereby authorized to take any and all actions as may reasonably be required to develop and operate the Madison County Vanpool Initiative and to ensure the District meets Federal Transit Administration requirements.
- 2. Ronald Jedda, Chairman, 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 to execute, complete, and perform all obligations associated with the implementation of the Madison County Vanpool Initiative, including offering a discounted rate for Madison County residents, the balance of which would be subsidized by the Madison County Mass Transit District, 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 twenty-fourth day of September 2020.

Summer M. Mare



# Proposal for Madison County Vanpool Initiative

*To:* MCT Board of Trustees

From: SJ Morrison, Managing Director

Amanda Schomaker, Director of Marketing & Communications

*Date:* September 24, 2020

#### SUMMARY:

RideFinders is proposing a vanpool program within Madison and St. Clair Counties to improve access to jobs by providing more efficient work transportation. Many residents are unable to secure and/or retain employment due to the length of trip time or lack of service options for public transit in areas of their county. Operating a vanpool allows for a more targeted, custom, and agile transportation alternative to meet the needs of our community.

#### PLAN OUTLINE:

- Vanpools must originate in Madison County and either travel to work in Madison County or St. Clair County, returning home to Madison County.
- Participants in vanpools originating in Madison County with worksite destinations in Madison County will pay \$50 per month per rider.
- Participants in vanpools originating in Madison County with worksite destinations in St. Clair County will pay \$70 per month per rider.
- The Primary Driver will receive a free ride or Primary and Backup drivers can split the free ride with each driver receiving a 50% discounted fare.
- All RideFinders vanpools are open to the public.
- Vanpools must have a minimum of five (5) participants with at least two (2) of these participants serving as approved drivers (a Primary Driver and a Backup Driver).
- Employers must provide an onsite contact to help administer and promote the program to employees.
- The Guaranteed Ride Home program provides vanpoolers with up to four free taxi rides home each year.

	Madison County Vanpool Subsidy - 4 Paying Passengers (includes free fare for Primary Driver)							
	County Origin	County of Employment	Avg. Cost of Single Vanpool Operation per Month	Individual Rate per Month	Annual MCT Funds Needed per Van per Year			
А	Madison	Madison	\$ 1,000.00	\$ 50.00	\$ 9,600.00			
В	Madison	St. Clair	\$ 1,000.00	\$ 70.00	\$ 8,640.00			

	Madison County Vanpool Subsidy - 9 Paying Passengers (includes free fare for Primary Driver)							
	County Origin	County of Employment	Avg. Cost of Single Vanpool Operation per Month	Individual Rate per Month	Annual MCT Funds Needed per Van per Year			
А	Madison	Madison	\$ 1,000.00	) \$ 50.00	\$ 6,600.00			
В	Madison	St. Clair	\$ 1,000.00	) \$ 70.00	\$ 4,440.00			

A. Live and work in Madison County

B. Live in Madison County, work in St. Clair
#### **RESOLUTION 21-10**

#### AUTHORIZING THE PURCHASE OF A VEHICLE FOR THE CITY OF HIGHLAND, ILLINOIS, TO SERVE THE RESIDENTS OF MADISON COUNTY, ILLINOIS, AND THE EXECUTION OF MOTOR VEHICLE LEASE AND/OR MAINTENANCE AGREEMENT

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

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

**WHEREAS**, the District is authorized to lease buses and equipment so as to efficiently operate the District (70 ILCS 3610/5(b)); and,

**WHEREAS**, in the past, the District has purchased and leased vehicles to cities, townships, other units of government, and not-for-profit agencies that serve the residents in Madison County, Illinois; and,

**WHEREAS,** the District has maintained motor vehicle lease and/or maintenance agreements with cities, townships, other units of government, and not-for-profit agencies to serve the elderly and disabled residents throughout Madison County, Illinois; and,

**WHEREAS**, the City of Highland, government office located at 1115 Broadway, Highland, Illinois, is in need of a lift-equipped vehicle to serve the residents of Highland which is situated in Madison County, Illinois; and,

**WHEREAS**, on January 26, 2017, the Board of Trustees adopted Resolution 17-23 awarding a 5-year contract to Southern Bus and Mobility, Inc. of Breese, Illinois, for a base order of thirteen (13) light-duty-buses, spare parts, and special tools, with an option to purchase up to thirty-three (33) additional buses over a 5-year term; and,

**WHEREAS**, on March 4, 2019, the Board of Trustees adopted Resolution 19-29 to execute a contract option with Southern Bus and Mobility, Inc. to purchase twenty-nine (29) light-duty 14-passenger buses; and

**WHEREAS**, it has been determined that there are no surplus District-owned vehicles available, but there is a quantity of four (4) remaining option buses available on the contract with Southern Bus and Mobility, Inc.; and

**WHERAS,** option buses prices on the District's contract with Southern Bus and Mobility, Inc. are determined by adding the current applicable inflation rate of the Producer Price Index (PPI) to the contract's bus price established at contract award; and

**WHEREAS**, the adjusted light-duty 14-passenger bus price after removal of the video surveillance system and in accordance with the August 2020 PPI is one hundred six thousand seven hundred forty-seven dollars and 11 cents (\$106,747.11); and,

**WHEREAS**, the purchase of one (1) light-duty option bus from Southern Bus and Mobility, Inc. is recommended for the purpose of leasing to the City of Highland.

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

- Ronald Jedda, Chairman, Kelly Schmidt, Vice Chairman, and/or SJ Morrison, Managing Director, of the Madison County Mass Transit District, are hereby authorized to take all action necessary to execute, complete, and perform all obligations associated with the purchase of one (1) locally funded light-duty bus from Southern Bus and Mobility, Inc., 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.
- 2. Ronald Jedda, Chairman, Kelly Schmidt, Vice Chairman, 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 a City of Highland vehicle lease and maintenance agreement, including any and all amendments on behalf of and in a manner most beneficial to the Madison County Mass Transit District.

**ADOPTED** by the Madison County Mass Transit District, Madison County, Illinois, on this twenty-fourth day of September 2020.

Ronald L. Jedda, Chairman

Christopher C. Guy

Lonon Andrew F. Economy Allen P. Adomite

APPROVED as to Form: 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, September 24, 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:

- Ronald Jedda, Chairman, Kelly Schmidt, Vice Chairman, and/or SJ Morrison, Managing Director, of the Madison County Mass Transit District, are hereby authorized to take all action necessary to execute, complete, and perform all obligations associated with the purchase of one (1) locally funded light-duty bus from Southern Bus and Mobility, Inc., 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.
- 2. Ronald Jedda, Chairman, Kelly Schmidt, Vice Chairman, 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 a City of Highland vehicle lease and maintenance agreement, including any and all amendments on behalf of and in a manner most beneficial to the Madison County Mass Transit District.

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

IN WITNESS WHEREOF, I have hereunto affixed my official signature as Secretary of the Madison County Mass Transit District on this twenty-fourth day of September 2020.

Summer M. Moore

### MOTOR VEHICLE LEASE AGREEMENT BETWEEN MADISON COUNTY MASS TRANSIT DISTRICT AND CITY OF HIGHLAND

This motor vehicle lease Agreement entered into by and between the Lessor, Madison County Mass Transit District (hereinafter DISTRICT), having its principal office at One Transit Way, Granite City, Illinois 62040-7500, and City of Highland (hereinafter LESSEE), having its principal office at 1115 Broadway, Highland, Illinois 62249-0218. DISTRICT and LESSEE in consideration of their mutual covenants herein agree to the following terms and conditions:

- 1. <u>Vehicle(s)</u> The vehicle(s) that are the subject matter of this Agreement are described in APPENDIX A.
- 2. <u>Service Agreement</u> LESSEE understands that this Agreement is contingent upon the subject vehicle(s) only being used to provide services for the benefit of the inhabitants of the DISTRICT as set forth in APPENDIX B.
- 3. <u>Term</u> The term of this Agreement shall be upon execution through June 30, 2026.
- 4. <u>Lease Payment</u> The lease payment due from LESSEE to DISTRICT shall consist of the sum of one dollar (\$1.00) per leased vehicle per year.
- 5. <u>Reimbursement</u> DISTRICT agrees to reimburse LESSEE for the repairs and maintenance of the vehicle(s) in accordance to the terms set forth in APPENDIX C.

Both Parties agree that the procedure for reimbursement to LESSEE by DISTRICT shall be as follows:

By the 10<sup>th</sup> of every month, LESSEE will submit invoices for reimbursable expenses as identified in APPENDIX C for the prior month along with DISTRICT's required data as defined in APPENDIX D. Each invoice submitted shall include the VIN of the subject vehicle(s) for which reimbursement is being requested. Invoices and required data for the fiscal period which ends June 30 must be submitted by the 15<sup>th</sup> of July.

DISTRICT or its authorized agent shall either approve or disapprove each claim submitted. If the claim submitted is approved, the DISTRICT shall release said funds to pay LESSEE within thirty (30) days of the approval by DISTRICT. If the claim is disapproved, the DISTRICT shall provide a brief explanation to the LESSEE stating why the claim was not approved. DISTRICT shall have the final authority and discretion to approve or disapprove claims. The DISTRICT shall have the right to reject any claim which was submitted to it sixty (60) days or longer after it had originally been paid by LESSEE.

- 6. <u>Use of Funds</u> LESSEE shall neither directly nor indirectly use the funds provided to it by DISTRICT for purposes not consistent with terms and appendices as set forth herein.
- 7. <u>Grant Applications</u> As a condition of this Agreement and in order to remain eligible for DISTRICT reimbursement, the LESSEE, in order to reduce the financial burden on the DISTRICT, must seek and apply for applicable grant funding for new and/or replacement vehicle(s). Agencies eligible for Section 5310 funding must contact the Illinois Department of Transportation, Division of Public and Intermodal Transportation and/or

the East West Gateway Council of Governments to be placed on their grant application mailing lists.

#### 8. Insurance

a. The DISTRICT shall be named additional insured and loss payee for the leased vehicle(s). All insurance shall be maintained during the entire lease term or extension thereof as to each vehicle as hereinafter provided. LESSEE shall at all times maintain insurance in the following amounts, per occurrence:

Collision	\$300,000
Comprehensive	\$300,000
Bodily Injury Liability and Property Damage Liability Combined	\$3,000,000
Medical Payments	\$10,000
Uninsured/Underinsured Motorist Coverage	\$100,000

- b. In the event of a total loss of the vehicle(s), LESSEE's coverage shall provide, at a minimum, payment to the DISTRICT for the fair market value of the vehicle(s) as determined by comparison to vehicles with similar equipment, age, and mileage.
- c. The DISTRICT reserves the right to alter, amend, increase, or otherwise modify the insurance requirements stated herein.
- d. LESSEE shall indemnify and hold DISTRICT harmless from any loss or damage occasioned by LESSEE's failure to secure, renew, or re-secure said insurance coverage in the event of expiration, cancellation, revocation or other termination thereof.
- e. The form and limits of such insurance together with the underwriter thereof in each case shall be acceptable to DISTRICT, but regardless of such acceptance it shall be the responsibility of the LESSEE to maintain adequate insurance coverage for each vehicle. Failure of LESSEE to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation.
- f. Vehicle insurance policies shall not be canceled without giving thirty (30) days prior written notice to DISTRICT. LESSEE shall provide DISTRICT with evidence of the existence of all required insurance upon delivery of the vehicle to LESSEE and at such times during the terms of this Agreement that DISTRICT may require. LESSEE shall use the proceeds of any insurance received from claims on the vehicle as defined in APPENDIX A, to repair or replace the vehicle. LESSEE shall comply with all terms and conditions of the insurance policies covering the vehicle.
- g. LESSEE shall give DISTRICT and any insurers of the vehicle(s) immediate notice of any damage of any vehicle exceeding \$2,500.00 or of any accident in which any vehicle may be involved. If any suit is brought upon LESSEE by reason of the use, operation or condition of any vehicle, LESSEE shall give DISTRICT and insurance immediate notice of it, shall provide DISTRICT and insurers copies of all demands, notices, summons, complaints, process or other pleadings received by LESSEE in connection therewith, and shall cooperate with and assist DISTRICT and insurers in such action.
- 9. <u>Vehicle Title</u> The title of the vehicle(s) shall remain in the name of the DISTRICT. LESSEE shall pay any and all applicable taxes, licenses and inspection fees, if any, when due.
- 10. <u>Drug Free Workplace</u> LESSEE agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*).

- 11. <u>Driver Requirements</u> LESSEE shall allow only duly authorized and licensed drivers to operate the vehicle(s). LESSEE agrees to require all of its drivers involved in the delivery of service as described in this Agreement to:
  - a. Pass the US DOT physical examination, and drug and alcohol testing requirements as applicable.
  - b. Obtain the proper licenses and/or certifications to meet or exceed all Local, State, and Federal requirements.
- 12. <u>IDOT and DISTRICT Agreement</u> The parties recognize that there exists between DISTRICT and the State of Illinois Department of Transportation (hereinafter referred to as IDOT), an agreement referred to as the Downstate Operating Assistance Grant Program Agreement (hereinafter referred to as IDOT Agreement). Said IDOT Agreement is in effect and provides for IDOT to provide certain monetary assistance to DISTRICT. Except where specifically stated to the contrary within this Agreement between LESSEE and DISTRICT, it is the intention of the parties that funds resulting from said IDOT Agreement are used to reimburse DISTRICT for expenses paid by DISTRICT under this Agreement to LESSEE. LESSEE therefore agrees as follows:
  - a. To provide any and all information of any nature requested by DISTRICT or by IDOT in order for DISTRICT or IDOT to determine if the funds provided to LESSEE by DISTRICT are eligible for reimbursement to the DISTRICT by IDOT.
  - b. Except where specifically noted to the contrary, to not seek reimbursement from DISTRICT for any expenses which are not eligible for reimbursement to DISTRICT from IDOT under the IDOT Agreement.
  - c. To not perform any acts of commission or omission which if performed by DISTRICT could render DISTRICT ineligible for reimbursement under the IDOT Agreement.
  - d. Audit, Access to Records and Reports, and Records Retention: The LESSEE agrees, at any time required by the DISTRICT, Auditor General, IDOT or their duly authorized representatives (hereinafter "Auditing Parties"), access to all records in conjunction with this Agreement, including materials, payrolls, audit working papers, and other data and records. The LESSEE agrees to maintain all required records for at least three (3) years after the DISTRICT makes final payment and all other pending matters are closed. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of DISTRICT of recovery of any funds paid by DISTRICT under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement. The LESSEE agrees to permit any of the Auditing Parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - e. Prohibited interests: No member, officer or employee of the DISTRICT or a local public body shall have during his or her tenure or for one year thereafter, any interest, direct or indirect in this contract or the proceeds thereunder.
  - f. Unlawful Discrimination
    - Human Rights: LESSEE shall comply with the Illinois Equal Employment Opportunity clause referenced in Section 2-105 of the Human Rights Act (775 ILCS 5/2-105) and contained in the regulations promulgated thereunder (44 III. Admin. Code part 750).
    - Sexual Harassment: LESSEE shall have written sexual harassment policies that include at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) LESSEE's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights

Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the DISTRICT upon request.

- g. State Indemnification: The LESSEE agrees to hold harmless and indemnify IDOT from any and all liabilities, losses, expenses (including attorney's fees), damages (including loss of use), demands and claims arising out of or in connection with this Agreement, and shall defend any suit or action brought against it and/or IDOT, whether at law or in equity, based on any such alleged injury (including death) or damage. LESSEE shall pay all damages, judgments, costs and expenses in connection with said demands and claims resulting therefrom. LESSEE will take out and maintain at its own cost and expense, for the duration of this Agreement, such policies of insurance in companies, as will protect LESSEE from any claims for damages to property or for bodily injury (including death), with may arise from the Agreement.
- h. No State Obligation to Third Parties: The LESSEE agrees that none of its officers, employees or agents, by reason of this Agreement made hereunder, is or was authorized to hold themselves out hereunder, is or was authorized to hold themselves out hereunder, is or was authorized to hold themselves out or claim to be officers, employees or agents of the State, and that none of them is to be permitted by the LESSEE, by reason of this Agreement hereunder, to make any claim, demand or application to or for any right or privileges concerning workmen's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.
- i. Contingent Award: All applicable contractual provisions required by financial assistance contracts with IDOT are hereby incorporated by reference, including all applicable "flow down" provisions to third party contractors, subcontractors and/or suppliers. The LESSEE agrees not to perform any act, fail to perform any act, or refuse to comply with any DISTRICT requests that would cause the DISTRICT to be in violation of IDOT terms and conditions. This Agreement is subject to the determination that sufficient funds are available from IDOT to carry out the scope of the Agreement. The DISTRICT's obligations hereunder shall cease immediately, without penalty of further payment being required, in the event that funding provided to DISTRICT is discontinued or significantly reduced. DISTRICT shall provide LESSEE with notice of termination due to discontinuation or significant reduction of funding as soon as practicable after DISTRICT becomes aware of the failure to make available such funds. In the event that the funding made available to DISTRICT for purposes of this Agreement is limited either in scope or magnitude, DISTRICT reserves the right to negotiate with LESSEE a revision to this Agreement as an alternative to termination.
- j. School Bus Operations: Pursuant to Section 49.19(6) of the Civil Administrative Code of Illinois (20 ILCS 2705/49.19(b)), the LESSEE agrees that while performing work in connection with this Agreement it will not engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school bus operators where such private school bus operators are able to provide adequate transportation at reasonable rates, in conformance with applicable safety standards, except to the extent that IDOT determines otherwise in writing.
- Ethanol Gasoline: Pursuant to the Downstate Public Transportation Act (30 ILCS 740/2-15.1), the LESSEE hereby certifies that all gasoline burning motor vehicle(s) operated under this Agreement use, if capable, fuel containing ethanol gasoline.

- 13. <u>Acknowledgement of IDOT Eligibility</u> LESSEE and DISTRICT specifically acknowledge that LESSEE may seek reimbursement from DISTRICT for expenses listed in APPENDIX C; that said expenses may be eligible for reimbursement to DISTRICT by IDOT under the IDOT Agreement; and that DISTRICT shall, for said expenses otherwise eligible for reimbursement under the Agreement between LESSEE and DISTRICT reimburse LESSEE for said expenses listed in APPENDIX C.
- 14. <u>Delay of Payments</u> The DISTRICT, by written notice to the LESSEE, may elect to withhold or delay any payment, or any portion thereof, or if payment or payments have already been made pursuant hereto, to recall such payment or portion thereof, if:
  - a. LESSEE makes any misrepresentations of a material nature in its application for funds, or any amendment thereof, or in respect to any of the documents or data furnished by LESSEE pursuant to this Agreement, or in any submission of the LESSEE required by the DISTRICT; or
  - b. LESSEE fails to retain records or to permit access to records as provided in this Agreement; or
  - c. LESSEE commits any other breach of this Agreement. Such written notice of withholding, delay or recall shall set forth in detail the nature of and facts supporting such alleged misrepresentation or breach. DISTRICT further retains any and all other rights it has under law, including but not limited to the right to sue LESSEE for all funds lost to DISTRICT as a result of any breach to the IDOT Agreement caused by acts of omissions of LESSEE.
- 15. <u>No Obligation to Provide Loaner Vehicle</u> DISTRICT will not under any circumstances be obligated to furnish LESSEE with any loaner vehicle, to provide any other provision for transportation, or to assume any obligation for any other loss of use of vehicle when any vehicle may be out of service for any reason.
- 16. <u>Inspection</u> The LESSEE agrees that DISTRICT or IDOT may, at reasonable times, conduct such inspections or examinations of LESSEE's public transportation service as, in the judgment of the LESSEE, may be advisable in connection with this Agreement. All such inspections shall be performed without disruption or interference with any transportation service or other business activity of LESSEE.
- 17. <u>Non-Waiver</u> The parties agree that in no event shall the making or receipt of any payment under this Agreement constitute or be construed as a waiver by one part of any breach of covenant or any default on the party of the other party which may then exist and the making or receipt of any payment under this Agreement, while any such breach or default shall exist shall in no way impair or prejudice any right to remedy available to the parties under this Agreement are, unless indicated otherwise herein, cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law equity.
- 18. <u>Contingent Fees and Gratuities</u> LESSEE, by entering into this Agreement with DISTRICT, thereby covenants that no person or selling agent except bona fide employees or designated agents or representatives of LESSEE have been employed or retained to solicit or secure this Agreement with an understanding that a commission, percentage, brokerage, or contingent fee would be paid; and no gratuities in the form of entertainment, gifts or otherwise were offered or given by LESSEE or any of its agents, employees or representatives, to any official, member or employee of DISTRICT or other governmental agency with a view toward securing this Agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Agreement.

- 19. <u>Bribery</u> By entering into this Agreement, LESSEE certifies that none of its officers, representatives, agents, subcontractors or employees have been convicted of bribery or attempting to bribe an officer or employee of DISTRICT or any other party to this Agreement, nor has LESSEE made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the LESSEE committed bribery or attempted bribery pursuant to the direction or authorization of a responsible official of the LESSEE.
- 20. <u>Breach and Dispute Resolution</u> Disputes arising in the performance of the Agreement which are not resolved by agreement of the parties shall be decided in writing by the DISTRICT's Managing Director. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the LESSEE furnishes a written appeal to the Managing Director. In connection with any such appeal, the LESSEE shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Managing Director shall be binding upon the LESSEE and the LESSEE shall abide by the decision.

The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by DISTRICT or LESSEE shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

- 21. <u>Termination</u>
  - a. Termination for Default (Breach) DISTRICT may terminate this Agreement for default in the event that LESSEE fails to perform or observe any condition of this Agreement. The DISTRICT shall terminate by delivering to the LESSEE a Notice of Termination specifying the nature of the default.
  - b. Termination for Convenience DISTRICT or LESSEE may terminate this lease in whole or in part without cause upon serving ninety (90) days prior written notice to the other party. No later than the ninety-first (91) day after serving of said notice, LESSEE shall return applicable vehicle to the DISTRICT. LESSEE shall pay the DISTRICT any sums is owes under the terms of this lease prorated to the date of the return of the vehicle; DISTRICT shall pay LESSEE on a prorated basis any lease payment previously paid to DISTRICT which represents rental of said vehicle after the date that said vehicle were returned to the DISTRICT.
  - c. Failure to provide "actual" monthly mileage readings to the District without prompting. Mileage estimates are not acceptable.
  - d. Failure to advise the District of retired or disposed vehicle(s).
  - e. LESSEE's failure to abide by the maintenance schedule.
- 22. <u>Return of Vehicle(s)</u> Upon termination or expiration of this Agreement, LESSEE shall return vehicle(s) to DISTRICT in good and efficient working order, repair, and condition, ordinary wear and tear excepted.

If LESSEE defaults, DISTRICT shall have the right to demand and receive immediate possession of vehicle(s) and exercise any other remedies DISTRICT may have against LESSEE under the terms of this Agreement or otherwise provided by law. If LESSEE fails to surrender possession of vehicle(s) to DISTRICT on termination or expiration of this Agreement, DISTRICT shall have the right to enter upon any premises where the vehicle(s) may be located and then to remove the vehicle(s).

23. <u>District Indemnification</u> - To the fullest extent permitted by applicable law, LESSEE shall agree to indemnify, defend and hold harmless DISTRICT, its trustees, officers, officials, and employees, and the Agency for Community Transit, its board members, officers, officials, and employees, from and against any and all claims, suits, actions, judgments, fines, penalties, losses, damage, costs, or expenses (including but not limited to attorney's fees), whether direct or indirect, due to bodily or personal injury, death, sickness or property damage (including loss of use thereof) arising out of LESSEE's activities or resulting from the performance of services called for by this Agreement.

LESSEE shall also agree to indemnify, defend and hold harmless DISTRICT, its trustees, officers, officials, agents, and employees, and the Agency for Community Transit, its board members, officers, officials, and employees, from and against any and all claims, suits, actions, judgments, fines, penalties, losses, damage, costs, or expenses (including but not limited to attorney's fees), whether direct or indirect, arising out LESSEE's failure to comply with any applicable Federal, State or local laws, statutes, ordinances, rules or regulations currently in force, or to be enacted in the future.

Such obligations shall not be construed to waive, negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to either LESSEE or DISTRICT.

- 24. <u>No Option to Purchase</u> This Agreement does not provide to LESSEE an option to purchase the vehicle.
- 25. <u>Vehicle Condition</u> LESSEE shall maintain and service vehicle in accordance with the terms and conditions as set forth in APPENDIX C of this agreement and to keep each vehicle in good working order, repair and condition.
- 26. <u>Compliance with Law</u> LESSEE shall use vehicle in compliance with all State, Federal, and Municipal laws and ordinances. Vehicle shall not be used for any illegal purposes. LESSEE shall promptly pay and discharge all fines imposed or arising out of the use of the vehicle.
- 27. <u>Vehicle Location</u> LESSEE shall at all times upon request of DISTRICT notify DISTRICT as to the location of any vehicle. LESSEE shall not remove vehicle from Madison County, Illinois, for a period of time exceeding forty-eight (48) hours without obtaining prior written consent of DISTRICT, excepting such time when vehicles may be removed from Madison County to be maintained, painted, repaired, rebuilt or modified.
- 28. <u>Vehicle Loss</u> If any vehicle is lost, stolen, destroyed or becomes a constructive total loss, LESSEE shall promptly notify DISTRICT and hold any salvage for DISTRICT. DISTRICT shall dispose of the salvage and apply the proceeds of the sale to pay any obligation of LESSEE hereunder. LESSEE shall assume and shall bear the entire risk of loss, theft, damage or destruction of any vehicle, from any and every cause. No loss, theft, damage or destruction of any vehicle shall affect LESSEE's obligations provided herein.
- 29. <u>No Liability for Delays</u> DISTRICT shall not be liable for any delay in delivering the vehicle due to fire or other casualty, labor difficulty, governmental restriction, or any other cause beyond the control of DISTRICT. In no event shall DISTRICT be liable for any loss of profits, consequential damages, inconvenience, rental of any replacement vehicle, or other damages due to any theft, damage, loss, defect, or failure of any vehicle or the time consumed in repairing, servicing of the designated vehicle.

- 30. <u>Assignment</u> LESSEE shall not assign this Agreement or any interest therein without the prior written consent of DISTRICT.
- 31. <u>Warranty</u> Other than any warranty which may be provided by the manufacturer, THERE ARE NO OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. No dispute between the LESSEE and the manufacturer about warranty shall affect the obligation of LESSEE under this Agreement, nor shall any defects in the vehicle or the equipment affect LESSEE's obligation under this Agreement. LESSEE acknowledges that it is familiar with the manufacturer's warranty and acknowledges that said manufacturer's warranty is acceptable to LESSEE.
- 32. <u>Contract Authorization</u> LESSEE warrants that it has taken all corporate actions necessary to authorize it to enter into this Agreement. LESSEE warrants that there is no provision of its charter, and to its knowledge no law, ordinance or regulation, which prohibits LESSEE from entering into and performing the terms of this Agreement.
- 33. <u>Notices</u> Any notices required or permitted to be given hereunder shall be in writing, sent by certified mail, postage pre-paid, return receipt requested or shall be personally delivered to the primary office of the other party.
- 34. <u>Entire Agreement</u> This Agreement and attached appendices A, B, C, and D constitutes the entire Agreement between the parties, and supersedes any or all prior or oral agreements, arrangements or understandings, and may be modified only by a writing executed by both parties. Both parties shall comply with all applicable provision of the Agreement as stated.

Executed this <u>22<sup>2</sup></u> day of <u>September</u>, 2020.

CITY OF HIGHLAND

h R. Michaelis, Mayor

MADISON COUNTY MASS TRANSIT

DISTRIGT

SJ Morrison, Managing Director

## **APPENDIX A**

# LEASED VEHICLE INCLUDED IN AGREEMENT

Year Make/Model: **PENDING** Ford E450 Turtle Top Coach on Chassis VIN: **PENDING** MCT Unit #: **PENDING** 

### APPENDIX B

#### SERVICE TO BE PROVIDED BY LESSEE

LESSEE agrees to provide services for the benefit of the inhabitants of the DISTRICT as described:

LESSEE provides door-to-door transportation for the disabled and elderly residents of Highland, Illinois between the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday.

LESSEE's transportation program must provide transportation to wheelchair as well as ambulatory riders.

LESSEE's transportation program must refer eligible riders to the DISTRICT's fixed route system when persons eligible for LESSEE's services could reasonably use the fixed route system for the same or similar trip. The District offers travel training to assist LESSEE's eligible riders with navigating the District's fixed route bus system.

LESSEE's transportation program will provide limited backup service to ACT for trips which cannot be accommodated by ACT within the LESSEE's service area. This may be arranged in advance or on the same day as service.

All vehicle(s) covered under this agreement must be used to transport elderly and disabled residents of Madison County only. Any regular use of the vehicle(s) outside of Madison County will result in the vehicle(s) being removed from the agreement, and/or termination of the agreement, at the sole determination of the DISTRICT.

## APPENDIX C

## REIMBURSEMENT

Reimbursement shall not exceed \$5,000 per vehicle per DISTRICT's fiscal year for vehicle maintenance and repairs as set out more fully herein.

Maintenance and repairs must be provided by the DISTRICT's agent, the Agency for Community Transit (ACT), at the DISTRICT facility. No "in kind" services provided by the DISTRICT will be considered as expenses incurred.

LESSEE agrees to follow any and all DISTRICT maintenance guidelines and manufacturer's recommendations listed within the "owner's manual" provided with vehicle(s).

LESSEE shall, at least once per calendar month, deliver vehicle to the DISTRICT's maintenance facility located at One Transit Way, Granite City, Illinois. Failure of the LESSEE to abide by the prescribed vehicle maintenance schedule could be grounds for termination of this Agreement. The DISTRICT's agent, the Agency for Community Transit (ACT), shall provide monthly maintenance services for the vehicle. All vehicle maintenance and repairs must be scheduled in advance with the Agency's Shop Foreman by calling (618) 797-4600. DISTRICT shall not be liable for providing a backup/loaner vehicle in the case such vehicle requires extensive repair.

Body work will not be reimbursable by DISTRICT, nor will it be done by ACT. DISTRICT will not reimburse LESSEE any amounts that could be recovered from another source, such as insurance or warranty.

Chassis warranty work may be done by ACT or will be coordinated by ACT. Other warranty work (non-Ford, OEM) may be done by ACT, in which case ACT will coordinate warranty reimbursement.

LESSEE services are intended to provide safe and dependable transportation for the elderly and disabled. On a daily basis, the LESSEE shall cycle and test the vehicle's lift prior to placing the vehicle in service.

It is LESSEE's responsibility to maintain the cleanliness of the vehicle's interior and exterior. The interior of all vehicles should be swept and wiped clean at the end of every service day. All vehicles delivered to the DISTRICT for maintenance services shall be clean and free of contaminants, dirt and debris. DISTRICT reserves the right to reject any vehicles for repairs and maintenance that fails to comply with this requirement.

## DISTRICT DATA COLLECTION AND OPERATING PRACTICES REQUIREMENTS

DISTRICT is required to report various financial and statistical information to the Federal Transit Administration:

- A. Daily passenger counts including riders, cancellations, no shows, number of wheelchair riders
- B. Daily vehicle total miles and hours
- C. Daily vehicle revenue miles and hours
- D. Annual operating expenses
- E. Annual operating funding
- F. Transit safety and security information
- G. Revenue vehicle inventory
- H. Periodic random samples for calculating passenger miles
- I. Description of operating hours of program, eligibility criteria, hours trips can be scheduled, geographic boundaries of the program on a map.

DISTRICT will provide information to the LESSEE's staff responsible for collecting this information. The DISTRICT's fiscal year is July 1 through June 30. LESSEE shall submit data on a monthly basis. The DISTRICT must receive the previous months data by the 10<sup>th</sup> of the following month. All annual data must be forwarded to DISTRICT by July 15<sup>th</sup>.

All data must be in Excel spreadsheet format and forwarded to DISTRICT via email, CD, or other DISTRICT approved method.

LESSEE will provide DISTRICT, within thirty days of the execution of this Agreement, a copy of any agreements with any agency or department, public or private, which directly or indirectly fund or regulate, in any manner, the LESSEE's Transportation Program.

LESSEE will provide DISTRICT, on an annual basis, with a copy of the LESSEE's certified annual audit within thirty days after the completion of the audit.

Failure to comply with these requirements will constitute breach of contract and may invoke termination procedures as detailed in Section 21.