

**AGENDA**  
**Board of Trustees Meeting**  
 Madison County Mass Transit District  
 8:30 a.m., Thursday, July 30, 2020  
 One Transit Way, Granite City, Illinois

<u>Section</u>	<u>Item</u>	<u>Recommendation</u>
	<b>Pledge of Allegiance</b>	
	<b>Call to Order: Roll Call.</b>	
	<b>Election of Officers.</b>	
	<b>Public Comments.</b>	
	<u>St. Louis Regional Freightway Presentation:</u> Taulby Roach, President and Chief Executive Officer of Bi-State Development and Mary C. Lamie, P.E., Executive Director of St. Louis Regional Freightway	Information
I.	<b><u>Consideration of the minutes of the June 22, 2020 regular meeting for inclusion in the official records of the District.</u></b>	Approval
II.	<b><u>Financial:</u></b>	
	A. Payments and Claims: Consideration of the June 2020 claims for payment.	Approval
	B. Monthly Financial Report: Review of the monthly financial records as of June 30, 2020.	Approval
	C. Review and Discussion of the District's Investment Policy	Approval
	D. Resolution 21-01 Authorizing Execution and Amendment of Downstate Operating Assistance Grant Agreement with the Illinois Department of Transportation	Approval
III.	<b><u>Transit Service:</u></b>	
	A. Managing Director's Report, SJ Morrison.	Information
	B. MCT Trails Wayfinding Project	Information
	C. Art and Beautification on the MCT Trails	Discussion
	D. Alternative Transit Solutions	Discussion
	E. Appointment of Steven J. Morrison as Managing Director	Approval
	F. Resolution 21-02 Authorizing Managing Director to Sign Normal and Routine Documents for the Madison County Mass Transit District	Approval

**AGENDA**  
**Board of Trustees Meeting**  
Madison County Mass Transit District  
8:30 a.m., Thursday, July 30, 2020  
One Transit Way, Granite City, Illinois

G. Resolution 21-03 Authorizing the Adoption of the Public Transportation Agency Safety Plan Approval

H. Resolution 21-04 Designating Disadvantaged Business Enterprise Liaison Officer and Equal Employment Opportunity Program Liaison Approval

IV. **Other Business:**

V. **Executive session to discuss the acquisition, and/or sale or lease of property under 2(c)5, litigation under 2(c)11, and review executive session of minutes under 2(c)21 of the Open Meetings Act (5 ILCS 120/2).**

I. Resolution 21-05 Authorizing the Release of Certain Executive Session Minutes Approval

**Adjournment** Approval



**MINUTES**  
**Board of Trustees**  
Madison County Mass Transit District  
One Transit Way, Granite City, Illinois  
9:00 a.m., Monday, June 22, 2020

**Call to Order: Roll Call**

Chairman Jedda called the meeting to order at 9:00 a.m.

MEMBERS PRESENT: ALLEN P. ADOMITE (ELECTRONIC), ANDREW F. ECONOMY, CHRISTOPHER C. GUY (ELECTRONIC), 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 SMITH-VILIOCCO, ACT; JOE DOMER, ACT.

**Pledge of Allegiance**

Chairman Jedd led the reciting of the Pledge of Allegiance.

**Public Comments**

No public comments were presented.

**Hearing and Public Comment Period for Annual Operating and Capital Budget and Appropriation Ordinance.**

No public comments were presented.

**I. Consideration of the Minutes of the May 28, 2020, regular meeting for inclusion in the official records of the District.**

TRUSTEE SCHMIDT 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.

**II. Financial**

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

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

TRUSTEE SCHMIDT MADE THE MOTION, SECONDED BY TRUSTEE ECONOMY, TO APPROVE THE PAYMENTS AND CLAIMS TO THE CITY OF TROY.

A ROLL CALL VOTE FOLLOWED:

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

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

TRUSTEE SCHMIDT MADE THE MOTION, SECONDED BY TRUSTEE ADOMITE, TO APPROVE THE PAYMENTS AND CLAIMS, EXCLUDING THE PAYMENTS AND CLAIMS TO THE CITY OF TROY.

A ROLL CALL VOTE FOLLOWED:

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

ALL AYES. NO NAYS. MOTION CARRIED.

B. Monthly Financial Report: Reviews of the monthly financial records as of May 31, 2020:

Interim Managing Director SJ Morrison presented the monthly financial report.

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

A ROLL CALL VOTE FOLLOWED:

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

ALL AYES. NO NAYS. MOTION CARRIED.

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

20-04 ADOPTION OF THE ANNUAL OPERATING AND CAPITAL BUDGET AND APPROPRIATION ORDINANCE OF THE MADISON COUNTY MASS TRANSIT DISTRICT MADISON COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING JULY 1, 2020, AND ENDING JUNE 30, 2021

A ROLL CALL VOTE FOLLOWED:

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

ALL AYES. NO NAYS. MOTION CARRIED.

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

20-65 AMENDING THE FY 2020 OPERATING BUDGET FOR CARES ACT REVENUE

A ROLL CALL VOTE FOLLOWED:

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

ALL AYES. NO NAYS. MOTION CARRIED.

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

20-66 AUTHORIZING THE PURCHASE FROM TYLER TECHNOLOGIES OF ADDITIONAL MUNIS ACCOUNTING SOFTWARE MODULES

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.

### III. Transit Service

- A. Managing Director's Report:

Interim Managing Director SJ Morrison produced the report.

- B. Plans and Budget for Administration Building & Base of Operations Safety & Security Improvements.

- C. TRUSTEE ADOMITE MADE THE MOTION, SECONDED BY TRUSTEE ECONOMY, TO APPROVE OF THE PROPOSAL FOR FIXED-ROUTE SERVICE RESTORATION, BEGINNING WITH THE AUGUST SERVICE CHANGE

A ROLL CALL VOTE FOLLOWED:

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

ALL AYES. NO NAYS. MOTION CARRIED.

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

20-67 AUTHORIZING THE FILING OF AN APPLICATION WITH THE METRO EAST PARK & RECREATION DISTRICT FOR PARK AND TRAIL GRANT PROGRAM FUNDS

A ROLL CALL VOTE FOLLOWED:

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

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

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

20-68 AUTHORIZING THE FILING OF AN APPLICATION WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR MULTI-MODAL TRANSPORTATION BOND FUNDS FOR DOWNSTATE PUBLIC TRANSPORTATION

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.

**IV. Other Business**

- A. TRUSTEE ECONOMY MADE THE MOTION, SECONDED BY TRUSTEE SCHMIDT, TO AMEND THE PROPOSED FY 2021 SCHEDULE OF BOARD MEETING DATES START TIME TO 8:30 A.M.

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 APPROVE THE PROPOSED FY 2021 SCHEDULE OF BOARD MEETING DATES

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. **Executive session to discuss the acquisition, and/or sale or lease of property under 5 ILCS 2(c)(5) of the Open Meeting Act.**

TRUSTEE ECONOMY MADE THE MOTION, SECONDED BY TRUSTEE SCHMIDT, TO MOVE INTO EXECUTIVE SESSION TO DISCUSS THE ACQUISITION, AND/OR SALE OF LEASE OF PROPERTY (5ILCS 120/2 ET. SEQ., 2(C)(5) OF THE OPEN MEETINGS ACT.)

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

ALL AYES. NO NAYS. MOTION CARRIED.

**ADJOURNMENT**

TRUSTEE SCHMIDT MADE THE MOTION, SECONDED BY TRUSTEE ECONOMY 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 11:06 a.m.

Respectfully submitted

A handwritten signature in cursive script that reads "Summer M. Moore". The signature is written in black ink and is positioned above a horizontal line.

07/21/2020 15:24  
jhartke  
WARRANT: 073020

Madison County Mass Transit District  
CURRENT CHECK REGISTER - PER DIEM  
06/01/2020 to 06/30/2020

P 1  
prchkreg  
CHECK DATE: 07/30/2020

EMP #	NAME	TYP	NET PAY	CHECK #	CHECK DATE	SPECIAL
10012	ADOMITE, ALLEN P.	CK	0.00	003210001	07/30/2020	
10009	JEDDA, RONALD L.	CK	0.00	003210002	07/30/2020	
2 **	TOTAL CHECK(S)		0.00			

07/21/2020 15:53  
jhartke  
WARRANT: 073020

Madison County Mass Transit District  
ADVICE REGISTER - PER DIEM  
From: 06/01/2020 To: 06/30/2020

P 1  
pradvreg

EMP #	NAME	CHK #	NET PAY
10013	ECONOMY, ANDREW F	005210001	184.70
10011	GUY, CHRISTOPHER C	005210002	184.70
10010	SCHMIDT, J. KELLY	005210003	184.70
1138	Internal Revenue Servi	005210004	522.40
	Total Deposits: 4		1,076.50

06/24/2020 12:42  
tpohlman

Madison County Mass Transit District  
ELECTRONIC FUNDS TRANSFER REGISTER

P 1  
apcshdsb

CASH ACCOUNT: 10000000 10101      Checking Account

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
99002003	06/24/2020	PRTD	1737 Wheatland Title Comp		060420-1	06/03/2020		EFT0624	18,000.00
							CHECK	99002003 TOTAL:	18,000.00
99002004	06/24/2020	PRTD	1737 Wheatland Title Comp		060420-2	06/03/2020		EFT0624	14,600.00
							CHECK	99002004 TOTAL:	14,600.00
				NUMBER OF CHECKS	2		*** CASH ACCOUNT TOTAL ***		32,600.00
						COUNT		AMOUNT	
				TOTAL PRINTED CHECKS		2		32,600.00	
							*** GRAND TOTAL ***		32,600.00



06/26/2020 10:12  
tpohlman

Madison County Mass Transit District  
CHECK REGISTER

P 1  
apcshdsb

CASH ACCOUNT: 10000000 10101      Checking Account  
CHECK NO    CHK DATE    TYPE    VENDOR NAME      VOUCHER    INVOICE      INV DATE    PO      WARRANT      NET

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4200659	06/26/2020	PRTD	3814 Gillig LLC	67352		05/26/2020	11900116	062420	482,224.00
				67353		05/27/2020	11900116	062420	482,224.00
				67354		06/01/2020	11900116	062420	472,579.52
				67463		06/02/2020	11900116	062420	482,224.00
				67464		06/04/2020	11900116	062420	482,224.00

CHECK 4200659 TOTAL: 2,401,475.52

NUMBER OF CHECKS 1      \*\*\* CASH ACCOUNT TOTAL \*\*\* 2,401,475.52

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	2,401,475.52

\*\*\* GRAND TOTAL \*\*\* 2,401,475.52

07/09/2020 11:23  
tpohlman

Madison County Mass Transit District  
CHECK REGISTER

P 1  
apcshdsb

CASH ACCOUNT: 10000000 10101      Checking Account

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
4210001	07/09/2020	PRTD	1253 City Treasurer Granite City		062920	06/26/2020		070820	20.60
							CHECK	4210001 TOTAL:	20.60
4210002	07/09/2020	PRTD	3984 City of Troy		062920SPTPR	06/29/2020		070820	13.89
					062920WSTPR	06/29/2020		070820	24.41
							CHECK	4210002 TOTAL:	38.30
4210003	07/09/2020	PRTD	2047 City of Wood River		070620SPWRTC	07/02/2020		070820	52.19
					070620WSWRTC	07/02/2020		070820	28.78
							CHECK	4210003 TOTAL:	80.97
4210004	07/09/2020	PRTD	1220 Illinois American Wa		062520GCTC	06/25/2020		070820	237.14
							CHECK	4210004 TOTAL:	237.14
4210005	07/09/2020	PRTD	1220 Illinois American Wa		070720AHSRIR	07/07/2020		070820	375.39
							CHECK	4210005 TOTAL:	375.39
4210006	07/09/2020	PRTD	1220 Illinois American Wa		1220ILRt3PR	06/22/2020		070820	260.19
							CHECK	4210006 TOTAL:	260.19
4210007	07/09/2020	PRTD	1051 Pontoon Beach Public		070220-1	07/02/2020		070820	264.18
					070220-2	07/02/2020		070820	664.10
					070220BW	07/02/2020		070820	584.14
					070220N	07/02/2020		070820	23.03
					070220SS	07/02/2020		070820	785.23
					070220T	07/02/2020		070820	27.56
							CHECK	4210007 TOTAL:	2,348.24
4210008	07/09/2020	PRTD	1053 Special Service Area		070120	07/01/2020		070820	977.43
					070120BW	07/01/2020		070820	541.79

07/09/2020 11:23  
tpohlman

Madison County Mass Transit District  
CHECK REGISTER

P 2  
apcshdsb

CASH ACCOUNT: 10000000 10101      Checking Account  
CHECK NO    CHK DATE    TYPE VENDOR NAME

VOUCHER    INVOICE

INV DATE

PO

WARRANT

NET

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CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
					070120N	07/01/2020		070820	97.21
							CHECK	4210008 TOTAL:	1,616.43
4210009	07/09/2020	PRTD	1506 Village of Glen Carb		062320GLPR	06/23/2020		070820	54.65
							CHECK	4210009 TOTAL:	54.65
4210010	07/09/2020	PRTD	1932 Wex Bank		66204166	06/30/2020		070820	6,127.23
							CHECK	4210010 TOTAL:	6,127.23
				NUMBER OF CHECKS	10	*** CASH ACCOUNT TOTAL ***			11,159.14
						COUNT	AMOUNT		
						-----	-----		
TOTAL PRINTED CHECKS						10	11,159.14		
						*** GRAND TOTAL ***			11,159.14

07/17/2020 09:11  
tpohlman

Madison County Mass Transit District  
CHECK REGISTER

P 1  
apcshdsb

CASH ACCOUNT: 10000000 10101      Checking Account

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
4210011	07/17/2020	PRTD	1043 AT&T		JUL20	07/01/2020		071520	22.93
						CHECK	4210011	TOTAL:	22.93
4210012	07/17/2020	PRTD	1433 City of Edwardsville		071020L	07/10/2020		071520	33.29
					071020SPEPR	07/10/2020		071520	81.13
					071020WSEPR	07/10/2020		071520	33.29
						CHECK	4210012	TOTAL:	147.71
4210013	07/17/2020	PRTD	1436 City of Highland		JUN20HPR	07/05/2020		071520	195.42
						CHECK	4210013	TOTAL:	195.42
4210014	07/17/2020	PRTD	1220 Illinois American Wa		070620AHSRWS	07/06/2020		071520	87.45
						CHECK	4210014	TOTAL:	87.45
4210015	07/17/2020	PRTD	1220 Illinois American Wa		070920WSATC	07/09/2020		071520	231.64
						CHECK	4210015	TOTAL:	231.64
4210016	07/17/2020	PRTD	1220 Illinois American Wa		071020SPATC	07/10/2020		071520	177.75
						CHECK	4210016	TOTAL:	177.75
4210017	07/17/2020	PRTD	1733 Johnny on the Spot #		47-000234067	06/30/2020		071520	765.30
						CHECK	4210017	TOTAL:	765.30
						NUMBER OF CHECKS	7	*** CASH ACCOUNT TOTAL ***	1,628.20
								COUNT	AMOUNT
						TOTAL PRINTED CHECKS	7	-----	1,628.20
								*** GRAND TOTAL ***	1,628.20

07/22/2020 08:42  
tpohlman

Madison County Mass Transit District  
CHECK REGISTER

P 1  
apcshdsb

CASH ACCOUNT: 10000000 10101      Checking Account

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
4210018	07/30/2020	PRTD	4012 AAIC, Inc.		16832	07/09/2020	12000064	073020	5,450.00
						CHECK	4210018	TOTAL:	5,450.00
4210019	07/30/2020	PRTD	2501 Agency for Community		JUL20	07/06/2020		073020	41,666.67
					JUN20BW	07/17/2020		073020	72,680.58
					JUN20DR	07/17/2020		073020	195,785.19
					JUN20FR	07/17/2020		073020	1,688,753.16
					JUN20RS	07/17/2020		073020	50,214.30
					JUN20VP	07/17/2020		073020	-11,573.91
						CHECK	4210019	TOTAL:	2,037,525.99
4210020	07/30/2020	PRTD	1050 Ameren Illinois		Jun20CRockRd	07/02/2020		073020	43.30
						CHECK	4210020	TOTAL:	43.30
4210021	07/30/2020	PRTD	1050 Ameren Illinois		MAY20	06/16/2020		073020	5,247.41
						CHECK	4210021	TOTAL:	5,247.41
4210022	07/30/2020	PRTD	1501 Ameren Illinois		JUN20	07/08/2020		073020	10,159.76
						CHECK	4210022	TOTAL:	10,159.76
4210023	07/30/2020	PRTD	1638 American Maid		1420-06	06/26/2020		073020	2,480.00
					1920-06	06/26/2020		073020	1,320.00
					2420-06	06/26/2020		073020	1,936.00
					4520-06	06/26/2020		073020	1,210.00
					4820-06	06/26/2020		073020	1,089.00
						CHECK	4210023	TOTAL:	8,035.00
4210024	07/30/2020	PRTD	4020 Bender Inc.		59670	06/30/2020	12000131	073020	308.35

07/22/2020 08:42  
tpohlman

Madison County Mass Transit District  
CHECK REGISTER

P 2  
apcshdsb

CASH ACCOUNT: 10000000 10101      Checking Account

CHECK NO    CHK DATE    TYPE    VENDOR NAME      VOUCHER    INVOICE      INV DATE    PO      WARRANT      NET

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								CHECK	4210024	TOTAL:	308.35
4210025	07/30/2020	PRTD	1008 City of Collinsville		101		07/14/2020		073020		2,480.16
								CHECK	4210025	TOTAL:	2,480.16
4210026	07/30/2020	PRTD	1092 The Edwardsville Int		300901417		06/28/2020	12000129	073020		119.82
								CHECK	4210026	TOTAL:	119.82
4210027	07/30/2020	PRTD	1092 Edwardsville Intelli		20-0373I		07/07/2020	12000130	073020		116.07
								CHECK	4210027	TOTAL:	116.07
4210028	07/30/2020	PRTD	1507 Energy Petroleum Co		1826317		06/16/2020	12000126	073020		8,543.91
					1830402		06/18/2020	12000128	073020		8,768.94
					1830447		06/19/2020	12000132	073020		10,157.18
					1830459		07/06/2020	12000136	073020		10,101.72
					1830524		06/24/2020	12000133	073020		9,247.72
					1830611		07/09/2020	22100001	073020		9,475.30
								CHECK	4210028	TOTAL:	56,294.77
4210029	07/30/2020	PRTD	1113 FedEx		7-054-96647		07/02/2020		073020		29.72
								CHECK	4210029	TOTAL:	29.72
4210030	07/30/2020	PRTD	4008 Handi-Hut		0024454-IN		06/19/2020	12000084	073020		9,205.00
								CHECK	4210030	TOTAL:	9,205.00
4210031	07/30/2020	PRTD	4022 Hank's Excavating &		071320		07/10/2020		073020		164,340.22
								CHECK	4210031	TOTAL:	164,340.22
4210032	07/30/2020	PRTD	4016 Hepler Broom LLC		820741		06/18/2020		073020		1,470.00

07/22/2020 08:42  
tpohlman

Madison County Mass Transit District  
CHECK REGISTER

P 3  
apcshdsb

CASH ACCOUNT: 10000000 10101      Checking Account

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
						CHECK	4210032	TOTAL:	1,470.00
4210033	07/30/2020	PRTD	3920 The Jerry Costello G		AUG20	07/06/2020		073020	7,000.00
						CHECK	4210033	TOTAL:	7,000.00
4210034	07/30/2020	PRTD	1439 Juneau Associates, I		43456	05/31/2020		073020	6,869.00
						CHECK	4210034	TOTAL:	6,869.00
4210035	07/30/2020	PRTD	1437 Keller Construction,		20200619	06/25/2020		073020	2,444.34
								073020	877.88
								073020	2,318.17
						CHECK	4210035	TOTAL:	5,640.39
4210036	07/30/2020	PRTD	1602 Madison County State		AUG20	07/06/2020		073020	4,500.00
						CHECK	4210036	TOTAL:	4,500.00
4210037	07/30/2020	PRTD	2031 Best-One Fleet Servi		80097985	06/18/2020		073020	81.00
								073020	194.00
								073020	216.00
						CHECK	4210037	TOTAL:	491.00
4210038	07/30/2020	PRTD	4018 Brown Printing		186183	06/15/2020	12000119	073020	53.76
						CHECK	4210038	TOTAL:	53.76
4210039	07/30/2020	PRTD	3985 New Opportunities, I		03182020-8	06/15/2020		073020	167.99
						CHECK	4210039	TOTAL:	167.99
4210040	07/30/2020	PRTD	1698 O'Brien Tire & Auto		0220556	06/23/2020		073020	381.32
								073020	191.00
								073020	940.98

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Madison County Mass Transit District  
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CASH ACCOUNT: 10000000 10101      Checking Account  
CHECK NO    CHK DATE    TYPE VENDOR NAME

VOUCHER    INVOICE

INV DATE    PO

WARRANT

NET

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
					0220908	07/02/2020		073020	47.00
						CHECK	4210040	TOTAL:	1,560.30
4210041	07/30/2020	PRTD	1173 Oates Associates		32729	06/15/2020		073020	660.00
					32743	06/17/2020		073020	7,298.00
					32744	06/17/2020		073020	10,483.00
					32746	06/17/2020		073020	11,580.00
					32751	06/18/2020		073020	11,316.95
						CHECK	4210041	TOTAL:	41,337.95
4210042	07/30/2020	PRTD	1757 Piasa Motor Fuels LL		254395	06/30/2020	12000135	073020	9,376.50
						CHECK	4210042	TOTAL:	9,376.50
4210043	07/30/2020	PRTD	4019 R&W Builders Inc.		062220	06/17/2020	12000124	073020	81,139.05
					071020	07/10/2020	12000124	073020	138,007.35
						CHECK	4210043	TOTAL:	219,146.40
4210044	07/30/2020	PRTD	3832 StrataGen		IN-09000538	06/19/2020		073020	64,878.00
						CHECK	4210044	TOTAL:	64,878.00
4210045	07/30/2020	PRTD	3980 The Bancorp Bank		478284-39	07/01/2020	12000100	073020	992.13
						CHECK	4210045	TOTAL:	992.13
4210046	07/30/2020	PRTD	3811 Thouvenot, Wade & Mo		66484	06/30/2020		073020	43,221.05
						CHECK	4210046	TOTAL:	43,221.05
4210047	07/30/2020	PRTD	3965 UPS Supply Chain Sol		1404519016	06/25/2020		073020	46.35
						CHECK	4210047	TOTAL:	46.35





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Madison County Mass Transit District  
ELECTRONIC FUNDS TRANSFER JOURNAL

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CASH ACCOUNT: 10000000 10101      Checking Account

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
9210001	07/30/2020	PRTD	4013 Andrew Economy		JUN20	07/06/2020		073020	5.18
						CHECK	9210001	TOTAL:	5.18
9210002	07/30/2020	PRTD	3982 Ronald L. Jedda		JUN20	07/06/2020		073020	21.85
						CHECK	9210002	TOTAL:	21.85
9210003	07/30/2020	PRTD	3994 J. Kelly Schmidt		JUN20	07/06/2020		073020	9.20
						CHECK	9210003	TOTAL:	9.20
					NUMBER OF CHECKS	3		*** CASH ACCOUNT TOTAL ***	36.23
						COUNT		AMOUNT	
					TOTAL PRINTED CHECKS	3		36.23	
								*** GRAND TOTAL ***	36.23

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Madison County Mass Transit District  
CHECK REGISTER

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CASH ACCOUNT: 10000000 10101      Checking Account

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
4210052	07/30/2020	PRTD	1050 Ameren Illinois		JUN20	07/16/2020		073020B	5,840.88
						CHECK	4210052	TOTAL:	5,840.88
4210053	07/30/2020	PRTD	4026 Bank of Belleville		072420-1	07/24/2020		073020B	1,000,000.00
						CHECK	4210053	TOTAL:	1,000,000.00
4210054	07/30/2020	PRTD	4026 Bank of Belleville		072420-2	07/24/2020		073020B	1,000,000.00
						CHECK	4210054	TOTAL:	1,000,000.00
4210055	07/30/2020	PRTD	2031 Best-One Fleet Servi		80099361	07/16/2020		073020B	20.00
					80099362	07/17/2020		073020B	108.00
						CHECK	4210055	TOTAL:	128.00
4210056	07/30/2020	PRTD	4023 Collinsville Townshi		13	07/15/2020		073020B	11,192.12
						CHECK	4210056	TOTAL:	11,192.12
4210057	07/30/2020	PRTD	4021 EMC Corporation		5201384680	07/22/2020	12000134	073020B	43,694.58
					5201384685	07/22/2020	12000134	073020B	3,341.39
						CHECK	4210057	TOTAL:	47,035.97
4210058	07/30/2020	PRTD	4025 Edwardsville Bank		072420	07/24/2020		073020B	1,000,000.00
						CHECK	4210058	TOTAL:	1,000,000.00
4210059	07/30/2020	PRTD	1507 Energy Petroleum Co		1827292	07/21/2020	12100004	073020B	8,729.11
					1831423	07/14/2020	12100003	073020B	9,067.77
						CHECK	4210059	TOTAL:	17,796.88
4210060	07/30/2020	PRTD	1014 Granite City Townshi		071020	07/10/2020		073020B	2,969.78
						CHECK	4210060	TOTAL:	2,969.78

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Madison County Mass Transit District  
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CASH ACCOUNT: 10000000 10101      Checking Account

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
4210061	07/30/2020	PRTD	4024 Holland Construction		19113-001	07/21/2020		073020B	10,120.00
						CHECK	4210061	TOTAL:	10,120.00
4210062	07/30/2020	PRTD	4027 Megan Hopkins		072120-1	06/04/2020		073020B	400.00
					072120-2	06/04/2020		073020B	400.00
					072120-3	06/04/2020		073020B	400.00
						CHECK	4210062	TOTAL:	1,200.00
4210063	07/30/2020	PRTD	1439 Juneau Associates, I		43506	07/15/2020		073020B	8,291.50
					43544	06/30/2020		073020B	997.00
						CHECK	4210063	TOTAL:	9,288.50
4210064	07/30/2020	PRTD	1698 O'Brien Tire & Auto		0221152	07/10/2020		073020B	212.56
					0221309	07/15/2020		073020B	307.52
					0221342	07/15/2020		073020B	17.00
						CHECK	4210064	TOTAL:	537.08
4210065	07/30/2020	PRTD	1173 Oates Associates		32745	06/17/2020		073020B	36,115.05
					32818	07/17/2020		073020B	4,970.00
					32826	07/17/2020		073020B	17,258.30
					32831	07/17/2020		073020B	8,552.50
					32832	07/17/2020		073020B	11,604.25
					32839	07/21/2020		073020B	1,775.10
					32840	07/21/2020		073020B	7,090.00
						CHECK	4210065	TOTAL:	87,365.20
4210066	07/30/2020	PRTD	1757 Piasa Motor Fuels LL		254513	07/14/2020	12100002	073020B	10,340.01
					254611	07/23/2020	12100005	073020B	9,224.52

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Madison County Mass Transit District  
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CASH ACCOUNT: 10000000 10101      Checking Account

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
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								CHECK 4210066 TOTAL:	19,564.53
4210067	07/30/2020	PRTD	4010 Simmons Bank		072420	07/24/2020		073020B	1,000,000.00
								CHECK 4210067 TOTAL:	1,000,000.00
4210068	07/30/2020	PRTD	1506 Village of Glen Carb		072120GLPR	07/21/2020		073020B	631.73
								CHECK 4210068 TOTAL:	631.73
4210069	07/30/2020	PRTD	1737 Wheatland Title Comp		625318	06/02/2020		073020B	65.00
					626622	06/30/2020		073020B	404.00
					626626	06/30/2020		073020B	416.00
								CHECK 4210069 TOTAL:	885.00

NUMBER OF CHECKS	18	*** CASH ACCOUNT TOTAL ***	4,214,555.67
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	COUNT	AMOUNT
TOTAL PRINTED CHECKS	18	4,214,555.67

\*\*\* GRAND TOTAL \*\*\* 4,214,555.67

**Madison County Transit District**  
**Management Report of Revenue and Expenses**  
June, 2020

	<u>Current</u> <u>Month</u>	<u>Current</u> <u>YTD</u>	<u>Prior</u> <u>YTD</u>	<u>Percentage</u> <u>Increase /</u> <u>(Decrease)</u> <u>Over Prior YTD</u>	<u>FY20</u> <u>Budget</u>	<u>Budget %</u> <u>Expended</u> <u>(100% of FY)</u>
<b>Revenue</b>						
<b>Operating Revenue</b>						
Sales Tax Revenue	\$830,868.84	\$10,262,136.53	\$9,828,617.61	4%	\$9,300,000	110%
Interest Income	111,236.59	1,393,451.76	1,188,951.42	17%	750,000	186%
IDOT Operating Assistance	0.00	17,305,482.29	16,480,779.25	0%	17,260,000	100%
Federal CARES Act Funding	0.00	0.00	0.00	100%	610,000	0%
Local Sales Tax Reform Fund	305,543.25	3,406,696.10	3,002,135.23	13%	2,600,000	131%
CMAQ Rideshare Marketing and Outreach	0.00	214,646.25	461,404.00	0%	650,000	33%
Commuter Initiative	0.00	44,928.36	123,435.38	0%	100,000	45%
Fares	0.00	786,110.33	862,873.58	-9%	1,032,000	76%
Other Revenue	35,609.60	456,331.35	23,565.00	1836%	16,000	2852%
Lease/Rental Income	0.00	24,751.54	26,210.14	-6%	0	100%
<b>Total Operating Revenue</b>	<b>\$1,283,258.28</b>	<b>\$33,894,534.51</b>	<b>\$31,997,971.61</b>	<b>6%</b>	<b>\$32,318,000</b>	<b>105%</b>
<b>Capital Revenue</b>						
FTA Transit Admin Section 5307	\$3,194,370.00	\$15,082,055.00	\$241,993.00	6132%	\$19,462,600	77%
FTA Transit Admin Section 5339	0.00	0.00	0.00	0%	3,600,000	0%
Congestion Mitigation Air Quality	0.00	1,344,000.00	0.00	0%	2,068,000	65%
Illinois Department of Transportation	0.00	0.00	0.00	0%	240,000	0%
Illinois Department of Natural Resources	0.00	0.00	0.00	0%	576,000	0%
Intergovernmental Agreements	0.00	44,750.00	0.00	100%	0	100%
Metro East Park and Recreation District	0.00	465,005.01	176,060.67	0%	2,050,000	23%
<b>Total Capital Revenue</b>	<b>\$3,194,370.00</b>	<b>\$16,935,810.01</b>	<b>\$418,053.67</b>	<b>3951%</b>	<b>\$27,996,600</b>	<b>60%</b>
<b>Total Revenues</b>	<b>\$4,477,628.28</b>	<b>\$50,830,344.52</b>	<b>\$32,416,025.28</b>	<b>57%</b>	<b>\$60,314,600</b>	<b>84%</b>
<b>Expenses</b>						
<b>Operating Expenses</b>						
Fixed Route and Paratransit	\$2,076,176.40	\$25,044,961.02	\$24,472,427.46	2%	\$26,000,000	96%
ACT Administrative Contract	41,666.66	500,000.00	500,000.00	0%	500,000	100%
Rideshare	61,998.75	523,402.26	664,432.78	-21%	750,000	70%
Professional and Other Services	15,970.00	214,050.00	221,693.50	-3%	265,000	81%
Trustee Expenses	1,112.73	13,954.78	13,671.98	2%	30,000	47%
District Office Expenses	33,584.51	417,964.85	428,466.81	-2%	515,000	81%
Facilities Maintenance	89,303.27	792,802.20	708,792.18	12%	825,000	96%
District Budget Contingency	0.00	0.00	0.00	0%	1,000,000	0%
<b>Total Operating Expenses</b>	<b>\$2,319,812.32</b>	<b>\$27,507,135.11</b>	<b>\$27,009,484.71</b>	<b>2%</b>	<b>\$29,885,000</b>	<b>92%</b>
<b>Capital Expenses</b>						
Bikeways	\$320,302.85	\$1,365,906.55	\$421,958.12	224%	\$7,970,000	17%
Bus Station/Stops and Park & Ride	45,320.05	392,060.95	17,042.94	0%	4,450,000	9%
Cooperative Police Bicycle Grant Program	0.00	0.00	0.00	0%	100,000	0%
Facility Improvements	13,873.75	243,710.38	48,220.91	405%	4,058,000	6%
Fare Collection System	0.00	0.00	6,067.50	-100%	0	0%
Maintenance Equipment	97,267.00	112,062.10	0.00	0%	460,000	24%
MIS Equipment	0.00	81,972.00	98,252.60	0%	373,000	22%
Transit Support Equipment	0.00	241,396.64	31,787.00	0%	670,000	36%
Vehicles - Buses	4,981,111.84	23,956,904.07	9,900.00	0%	24,468,000	98%
Vehicles - Rideshare Vans	124,930.00	124,930.00	124,813.81	0%	475,000	26%
Vehicles - Transit Support	0.00	162,443.00	435,045.00	0%	899,000	18%
Contingency	0.00	0.00	0.00	0%	2,000,000	0%
<b>Total Capital Expenses</b>	<b>\$5,582,805.49</b>	<b>\$26,681,385.69</b>	<b>\$1,193,087.88</b>	<b>2136%</b>	<b>\$45,923,000</b>	<b>58%</b>
<b>Total Expenses</b>	<b>\$7,902,617.81</b>	<b>\$54,188,520.80</b>	<b>\$28,202,572.59</b>	<b>92%</b>	<b>\$75,808,000</b>	<b>71%</b>
<b>Excess Revenue Over (Under) Expenses</b>	<b>(\$3,424,989.53)</b>	<b>(\$3,358,176.28)</b>	<b>\$4,213,452.69</b>	<b>-180%</b>	<b>(\$15,493,400)</b>	<b>22%</b>

Madison County Mass Transit District  
Income Statement with Budget Variance for the  
Period Ended June 30, 2020

Description	Current Period				Year to Date			
	Actual	Budget	Deviation	Pct	Actual	Budget	Deviation	Pct ytd
<b>OPERATING REVENUE</b>								
Sales Tax Revenue	830,868.84	775,000.00	55,868.84	107.21	10,262,136.53	9,300,000.00	962,136.53	110.35
Interest Income	111,236.59	62,500.00	48,736.59	177.98	1,393,451.76	750,000.00	643,451.76	185.79
IDOT Operating Assistance	0.00	1,438,333.34	-1,438,333.34	0.00	17,305,482.29	17,260,000.00	45,482.29	100.26
Federal CARES Act Funding	0.00	610,000.00	-610,000.00	0.00	0.00	610,000.00	-610,000.00	0.00
Local Sales Tax Reform Fund	305,543.25	216,666.66	88,876.59	141.02	3,406,696.10	2,600,000.00	806,696.10	131.03
CMAQ Rideshare Marketing & Outreach	0.00	54,166.66	-54,166.66	0.00	214,646.25	650,000.00	-435,353.75	33.02
Commuter Initiative	0.00	8,333.34	-8,333.34	0.00	44,928.36	100,000.00	-55,071.64	44.93
Fares	0.00	86,000.00	-86,000.00	0.00	786,110.33	1,032,000.00	-245,889.67	76.17
Other Revenue	35,609.60	1,333.34	34,276.26	2,670.71	456,331.35	16,000.00	440,331.35	2,852.07
Lease/Rental Income	0.00	0.00	0.00	0.00	24,751.54	0.00	24,751.54	0.00
<b>TOTAL OPERATING REVENUE</b>	<b>1,283,258.28</b>	<b>3,252,333.34</b>	<b>-1,969,075.06</b>	<b>39.46</b>	<b>33,894,534.51</b>	<b>32,318,000.00</b>	<b>1,576,534.51</b>	<b>104.88</b>
<b>CAPITAL REVENUE</b>								
Fed Transit Admin Section 5307	3,194,370.00	1,621,883.34	1,572,486.66	196.95	15,082,055.00	19,462,600.00	-4,380,545.00	77.49
Fed Transit Admin Section 5339	0.00	300,000.00	-300,000.00	0.00	0.00	3,600,000.00	-3,600,000.00	0.00
Congestion Mitigation Air Quality	0.00	172,333.34	-172,333.34	0.00	1,344,000.00	2,068,000.00	-724,000.00	64.99
Illinois Dept of Transportation	0.00	20,000.00	-20,000.00	0.00	0.00	240,000.00	-240,000.00	0.00
Illinois Dept of Natural Resources	0.00	48,000.00	-48,000.00	0.00	0.00	576,000.00	-576,000.00	0.00
Intergovernmental Agreements	0.00	0.00	0.00	0.00	44,750.00	0.00	44,750.00	0.00
Metro East Park and Recreation District	0.00	170,833.34	-170,833.34	0.00	465,005.01	2,050,000.00	-1,584,994.99	22.68
<b>TOTAL CAPITAL REVENUE</b>	<b>3,194,370.00</b>	<b>2,333,050.02</b>	<b>861,319.98</b>	<b>136.92</b>	<b>16,935,810.01</b>	<b>27,996,600.00</b>	<b>-11,060,789.99</b>	<b>60.49</b>
<b>TOTAL REVENUES</b>	<b>4,477,628.28</b>	<b>5,585,383.36</b>	<b>-1,107,755.08</b>	<b>80.17</b>	<b>50,830,344.52</b>	<b>60,314,600.00</b>	<b>-9,484,255.48</b>	<b>84.28</b>
<b>OPERATING EXPENSES</b>								
Fixed Route and Paratransit	2,076,176.40	2,166,666.66	-90,490.26	95.82	25,044,961.02	26,000,000.00	-955,038.98	96.33
ACT Administrative Contract	41,666.66	41,666.66	0.00	100.00	500,000.00	500,000.00	0.00	100.00
Rideshare	61,998.75	62,500.00	-501.25	99.20	523,402.26	750,000.00	-226,597.74	69.79
Professional and Other Services	15,970.00	24,083.34	-8,113.34	66.31	214,050.00	275,000.00	-60,950.00	77.84
Trustee Expenses	1,112.73	2,500.00	-1,387.27	44.51	13,954.78	30,000.00	-16,045.22	46.52
District Office Expenses	33,584.51	42,916.66	-9,332.15	78.26	417,964.85	515,000.00	-97,035.15	81.16
Facilities Maintenance	89,303.27	68,750.00	20,553.27	129.90	792,802.20	825,000.00	-32,197.80	96.10
District Budget Contingency	0.00	81,333.34	-81,333.34	0.00	0.00	990,000.00	-990,000.00	0.00
<b>TOTAL OPERATING EXPENSES</b>	<b>2,319,812.32</b>	<b>2,490,416.66</b>	<b>-170,604.34</b>	<b>93.15</b>	<b>27,507,135.11</b>	<b>29,885,000.00</b>	<b>-2,377,864.89</b>	<b>92.04</b>
<b>CAPITAL EXPENSES</b>								
Bikeways	320,302.85	664,166.66	-343,863.81	48.23	1,365,906.55	7,970,000.00	-6,604,093.45	17.14
Bus Station/Stops and Park & Ride	45,320.05	370,833.34	-325,513.29	12.22	392,060.95	4,450,000.00	-4,057,939.05	8.81
Cooperative Police Bicycle Grant Program	0.00	8,333.34	-8,333.34	0.00	0.00	100,000.00	-100,000.00	0.00
Facility Improvements	13,873.75	338,166.66	-324,292.91	4.10	243,710.38	4,058,000.00	-3,814,289.62	6.01
Maintenance Equipment	97,267.00	59,583.33	37,683.67	163.25	112,062.10	460,000.00	-347,937.90	24.36
MIS Equipment	0.00	31,083.34	-31,083.34	0.00	81,972.00	373,000.00	-291,028.00	21.98
Transit Support Equipment	0.00	55,833.34	-55,833.34	0.00	241,396.64	670,000.00	-428,603.36	36.03
Vehicles - Buses	4,981,111.84	2,039,000.00	2,942,111.84	244.29	23,956,904.07	24,468,000.00	-511,095.93	97.91
Vehicles - Rideshare Vans	124,930.00	39,583.34	85,346.66	315.61	124,930.00	475,000.00	-350,070.00	26.30
Vehicles - Transit Support	0.00	74,916.66	-74,916.66	0.00	162,443.00	899,000.00	-736,557.00	18.07
Contingency	0.00	166,666.66	-166,666.66	0.00	0.00	2,000,000.00	-2,000,000.00	0.00
<b>TOTAL CAPITAL EXPENSES</b>	<b>5,582,805.49</b>	<b>3,848,166.67</b>	<b>1,734,638.82</b>	<b>145.08</b>	<b>26,681,385.69</b>	<b>45,923,000.00</b>	<b>-19,241,614.31</b>	<b>58.10</b>
<b>TOTAL EXPENSES</b>	<b>7,902,617.81</b>	<b>6,338,583.33</b>	<b>1,564,034.48</b>	<b>124.67</b>	<b>54,188,520.80</b>	<b>75,808,000.00</b>	<b>-21,619,479.20</b>	<b>71.48</b>
<b>EXCESS REVENUE OVER EXPENSE</b>	<b>-3,424,989.53</b>	<b>-753,199.97</b>	<b>-2,671,789.56</b>	<b>454.73</b>	<b>-3,358,176.28</b>	<b>-15,493,400.00</b>	<b>12,135,223.72</b>	<b>21.67</b>

ASSETS	
Checking Account	10,442.90
Prime Account	82,057.31
Illinois Funds Investment Pool	5,768,650.71
Investments	41,132,000.00
Inventory	802,059.02
Accounts Receivable	101,409.03
Other Receivables	38,713.00
Sales Tax Receivable	2,625,936.37
Interest Receivable	92,650.02
Prepaid Expenses	868,743.79
TOTAL ASSETS	51,522,662.15
LIABILITIES	
Accounts Payable	3,158,855.53
Retainage Payable	17,664.94
TOTAL LIABILITIES	3,176,520.47
FUND BALANCE	
Nonspendable Fund Balance	1,502,724.33
Assigned Fund Balance	17,841,400.00
Beginning Unassigned Fund Balance	32,360,193.63
Excess Revenue Over Expenses	-3,358,176.28
Total Unassigned Fund Balance	29,002,017.35
TOTAL FUND BALANCE	48,346,141.68
TOTAL LIABILITIES AND FUND BALANCE	51,522,662.15



MCT DETAILED SCHEDULE OF INVESTMENTS  
AT JUNE 30, 2020

INSTITUTION	PURCHASE DATE	CD OR ACCOUNT NUMBER	MATURITY DATE	INTEREST RATES	CERTIFICATE AMOUNT	WEIGHTED AVERAGE INTEREST
<b>CERTIFICATES OF DEPOSIT (CD)</b>						
Associated Bank	07-02-18	****3462	07-02-20	2.66%	500,000.00	
Associated Bank	02-06-19	****1161	08-06-20	2.75%	640,000.00	
Associated Bank	09-06-18	****8317	09-07-20	2.77%	1,000,000.00	
Associated Bank	10-12-18	****1019	10-12-20	2.82%	1,000,000.00	
Associated Bank	10-12-18	****1191	01-12-21	2.88%	900,000.00	
Associated Bank	07-02-18	****3546	07-02-21	2.85%	675,000.00	
Associated Bank	07-30-18	****9475	07-30-21	2.90%	1,000,000.00	
Bank of Hillsboro	02-06-19	****4422	05-06-21	3.00%	200,000.00	
Bank of Hillsboro	07-03-18	****4215	07-03-21	2.65%	600,000.00	
Bank of Hillsboro	11-01-18	****7636	08-01-21	3.05%	1,000,000.00	
Bank of Hillsboro	11-01-18	****2880	11-01-21	3.10%	942,000.00	
Bank of Hillsboro	02-06-19	****6839	02-06-22	3.10%	1,250,000.00	
Bank of Hillsboro	05-01-19	****7000	04-01-22	2.95%	1,000,000.00	
Bank of Hillsboro	05-01-19	****1102	05-01-22	3.00%	500,000.00	
Bank of Hillsboro	11-08-19	****8499	11-08-22	2.25%	2,000,000.00	
Bank of Hillsboro	03-06-20	****2369	12-06-22	1.95%	1,000,000.00	
Bank of Hillsboro	03-06-20	****7371	02-06-23	1.95%	1,000,000.00	
Bradford National Bank of Greenville	04-27-18	****7490	04-27-21	2.40%	350,000.00	
Bradford National Bank of Greenville	06-06-18	****7562	06-06-21	2.40%	500,000.00	
Busey Bank (formerly Bank of Edwardsville)	02-06-19	****9119	03-06-21	2.82%	520,000.00	
Busey Bank (formerly Bank of Edwardsville)	02-06-19	****9120	04-06-21	2.82%	300,000.00	
Carrollton Bank	09-06-18	****7307	08-06-20	2.76%	500,000.00	
Carrollton Bank	09-06-18	****7306	09-06-21	2.85%	1,000,000.00	
Carrollton Bank	06-10-19	****7390	11-10-21	2.76%	500,000.00	
CNB Bank & Trust, N.A.	05-10-18	****1526	05-10-21	2.40%	400,000.00	
Commerce Bank	06-11-18	****1562	06-11-21	2.65%	1,350,000.00	
FCB Banks	10-31-18	****6532	03-01-21	2.97%	480,000.00	
FCB Banks	10-31-18	****6533	04-01-21	2.97%	240,000.00	
FCB Banks	05-02-18	****6525	05-02-21	2.30%	400,000.00	
FCB Banks	10-12-18	****6530	10-12-21	3.00%	1,000,000.00	
FCB Banks	02-06-19	****6534	12-06-21	2.89%	1,000,000.00	
FCB Banks	02-06-19	****6535	01-06-22	3.04%	2,000,000.00	
FCB Banks	04-05-19	****6536	03-05-22	3.02%	1,000,000.00	
FCB Banks	06-10-19	****6538	05-10-22	2.87%	500,000.00	
FCB Banks	06-10-19	****6539	06-10-22	2.87%	1,000,000.00	
FCB Banks	07-11-19	****6720	07-11-22	2.66%	1,000,000.00	
First Mid Bank & Trust	07-02-18	****6660	06-28-21	2.85%	675,000.00	
Simmons Bank (formerly Reliance Bank)	11-08-19	****0667	08-08-20	1.85%	1,000,000.00	
Simmons Bank (formerly Reliance Bank)	11-15-19	****1913	09-15-20	1.82%	1,000,000.00	
Simmons Bank (formerly Reliance Bank)	11-08-19	****0840	09-08-21	1.88%	1,000,000.00	
Simmons Bank (formerly Reliance Bank)	11-15-19	****1921	08-15-22	1.88%	1,000,000.00	
Simmons Bank (formerly Reliance Bank)	11-15-19	****1939	09-15-22	1.88%	1,000,000.00	
State Bank of St. Jacob	07-27-18	****2351	07-27-20	2.71%	630,000.00	
State Bank of St. Jacob	08-25-18	****2370	08-25-20	2.76%	480,000.00	
Town and Country Bank	04-16-18	****4482	04-16-21	2.05%	100,000.00	
<b>PENDING CERTIFICATES OF DEPOSIT (CD) ACTIVITY</b>						
First Mid Bank & Trust	07-02-18	****6657	06-28-20	2.66%	500,000.00	
<b>TOTAL CD'S</b>					<b>36,632,000.00</b>	<b>2.63%</b>
<b>CERTIFICATES OF DEPOSIT ACCOUNT REGISTRY SERVICE (CDARS)</b>						
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	
<b>TOTAL CDARS</b>					<b>4,500,000.00</b>	<b>2.86%</b>
<b>TOTAL INVESTMENTS</b>					<b>41,132,000.00</b>	
<b>CASH ACCOUNTS</b>						
MCT checking account				0.01%	10,442.90	
MCT prime account				0.01%	82,057.31	
Illinois Funds investment pool				0.33%	5,768,650.71	
<b>TOTAL CASH</b>					<b>5,861,150.92</b>	<b>0.33%</b>
<b>TOTAL CASH AND INVESTMENTS</b>					<b>46,993,150.92</b>	<b>2.36%</b>

July 8, 2020

Patricia Brainard  
2840 Wisconsin Ave, Apt. 301  
St. Louis, MO 63118

Dear Ms. Brainard:

Thank you for your recent gift in support of the RideFinders Program. We appreciate your recognition and your support of ridesharing in the St. Louis Region.

Madison County Transit has received your money order dated June 23, 2020 for \$6.00. Madison County Transit did not provide any goods or services in return for this contribution.

Sincerely,



Steven Morrison  
Interim Managing Director



# POSTAL MONEY ORDER

Serial Number

26672775636

Year, Month, Day  
2020-06-13

Post Office  
631041

U.S. Dollars and Cents

*Annabury* \$6.00

Amount Six Dollars and 00/100 \*\*\*\*\*

Pay to *Madison  
Ct. Thompson  
Auth*

Address *1 Transithway  
St Louis Mo*

From *2840 Wisconsin St  
St Louis Mo*

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SEE REVERSE WARNING NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS

⑆000008002⑆

26672775636

Patricia Brainard  
2840 Wisconsin Ave.  
Apt. 301  
Saint Louis, MO 63118

SAINT LOUIS MO 630

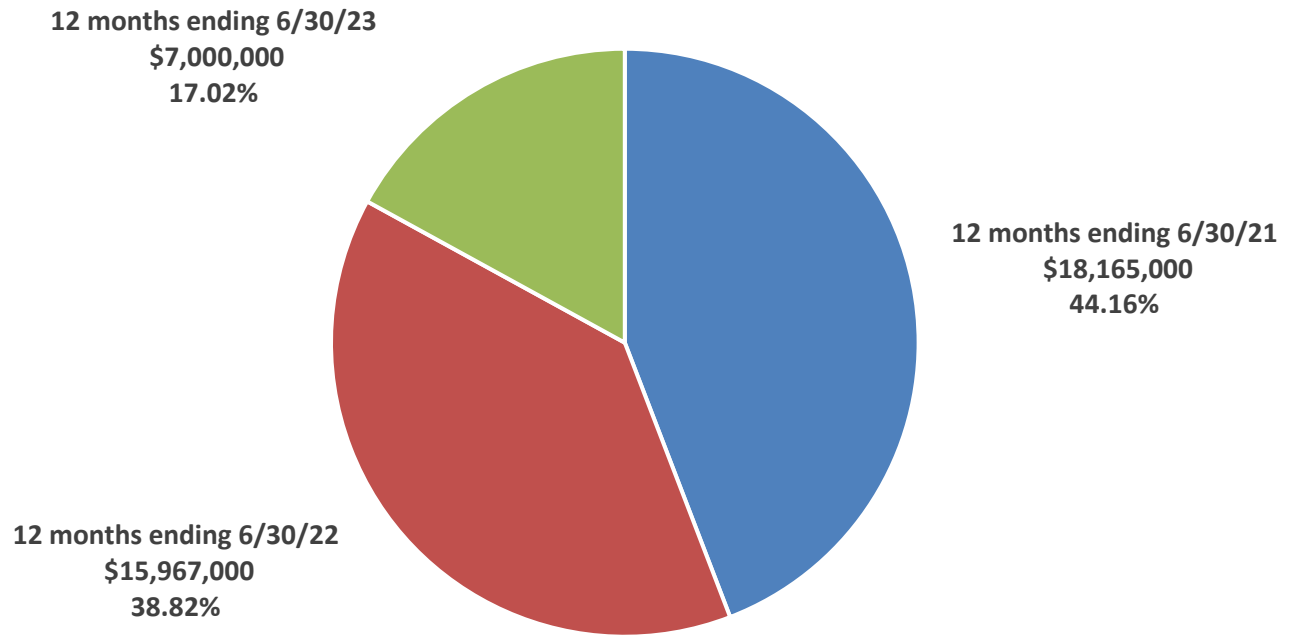
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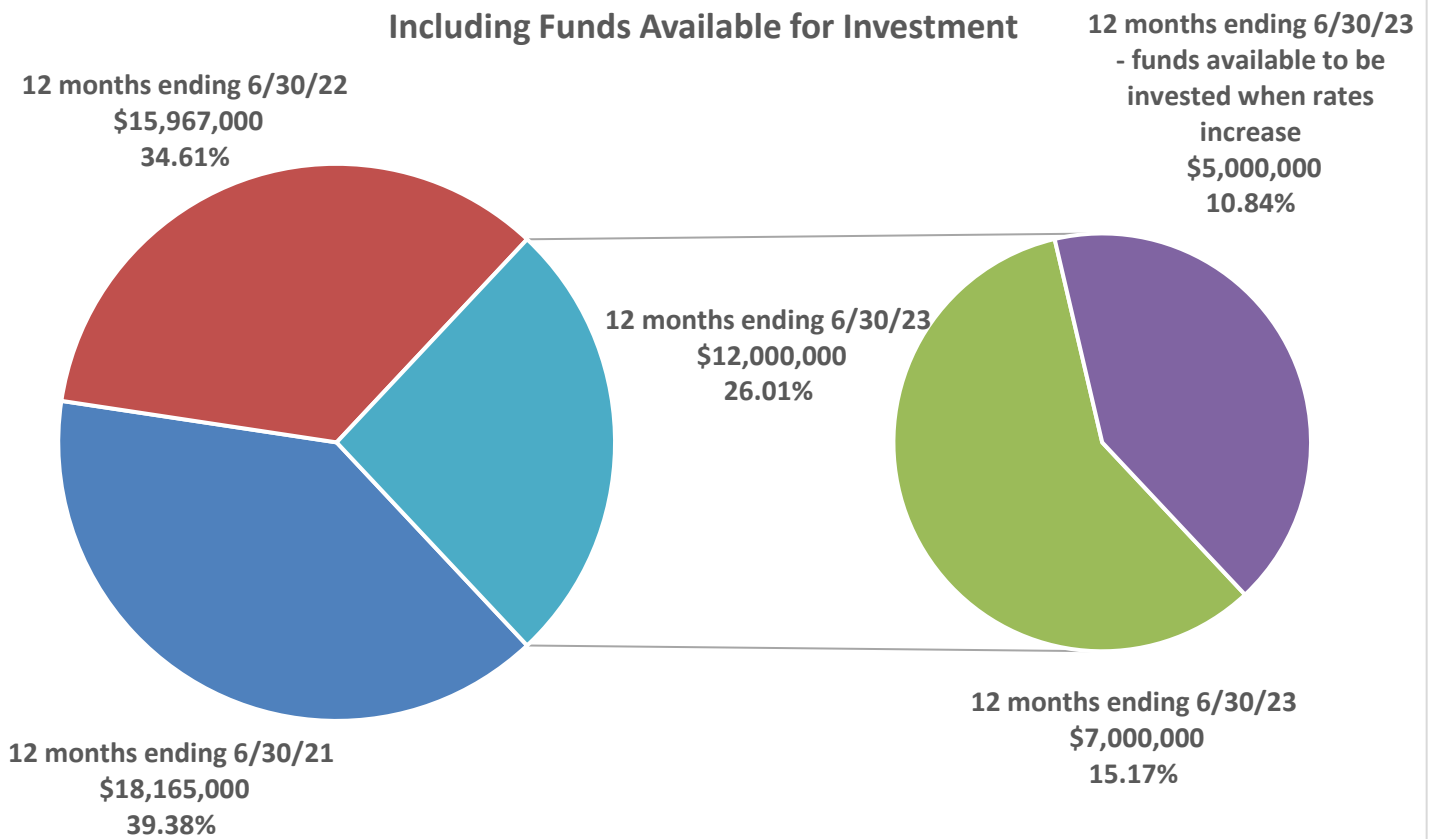
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Transit Auth  
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St Louis Mo 63118*

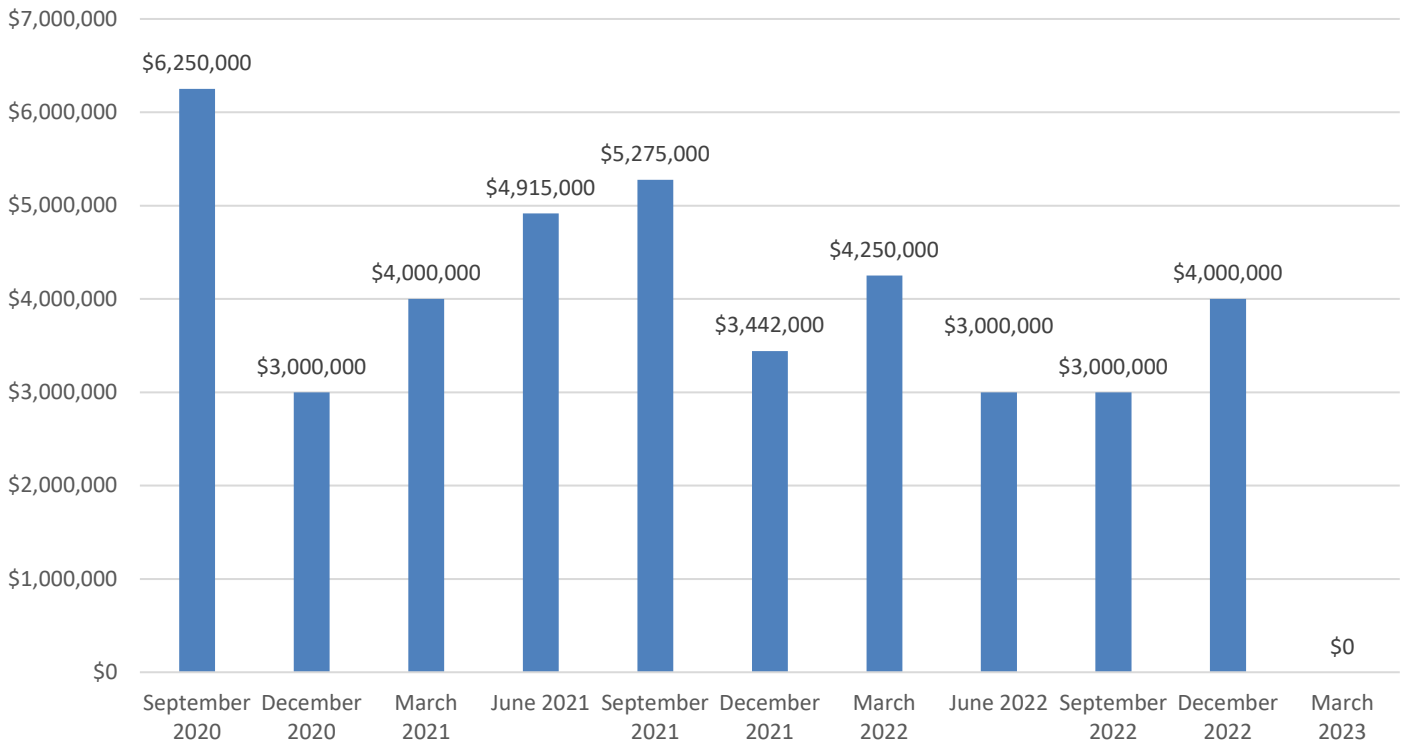
**MCT Investment Maturities by Year  
As of June 30, 2020**



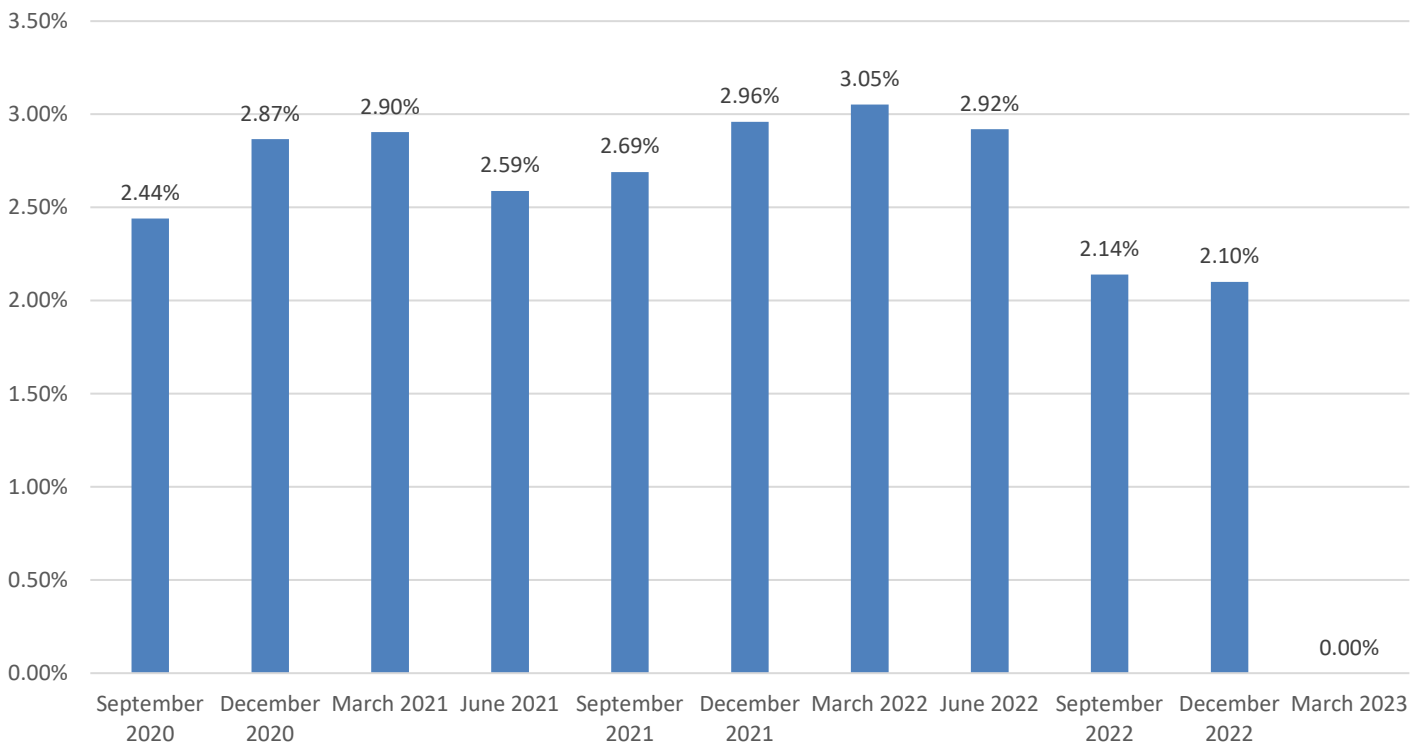
**MCT Investment Maturities by Year  
As of June 30, 2020  
Including Funds Available for Investment**



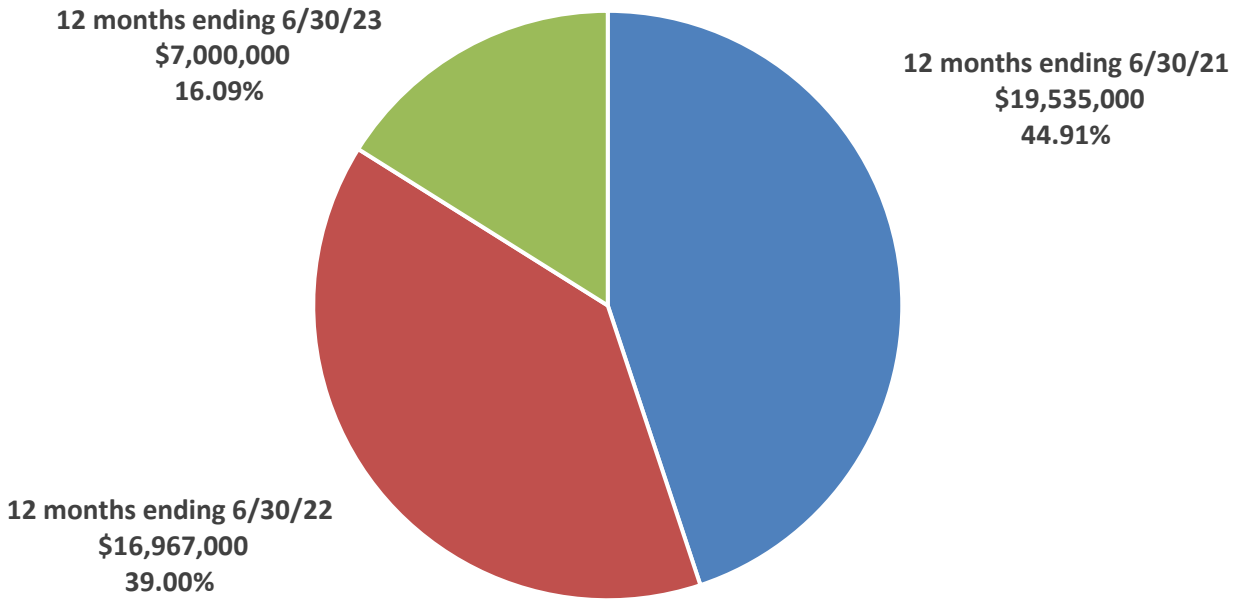
### MCT Investment Maturities by Quarter As of June 30, 2020



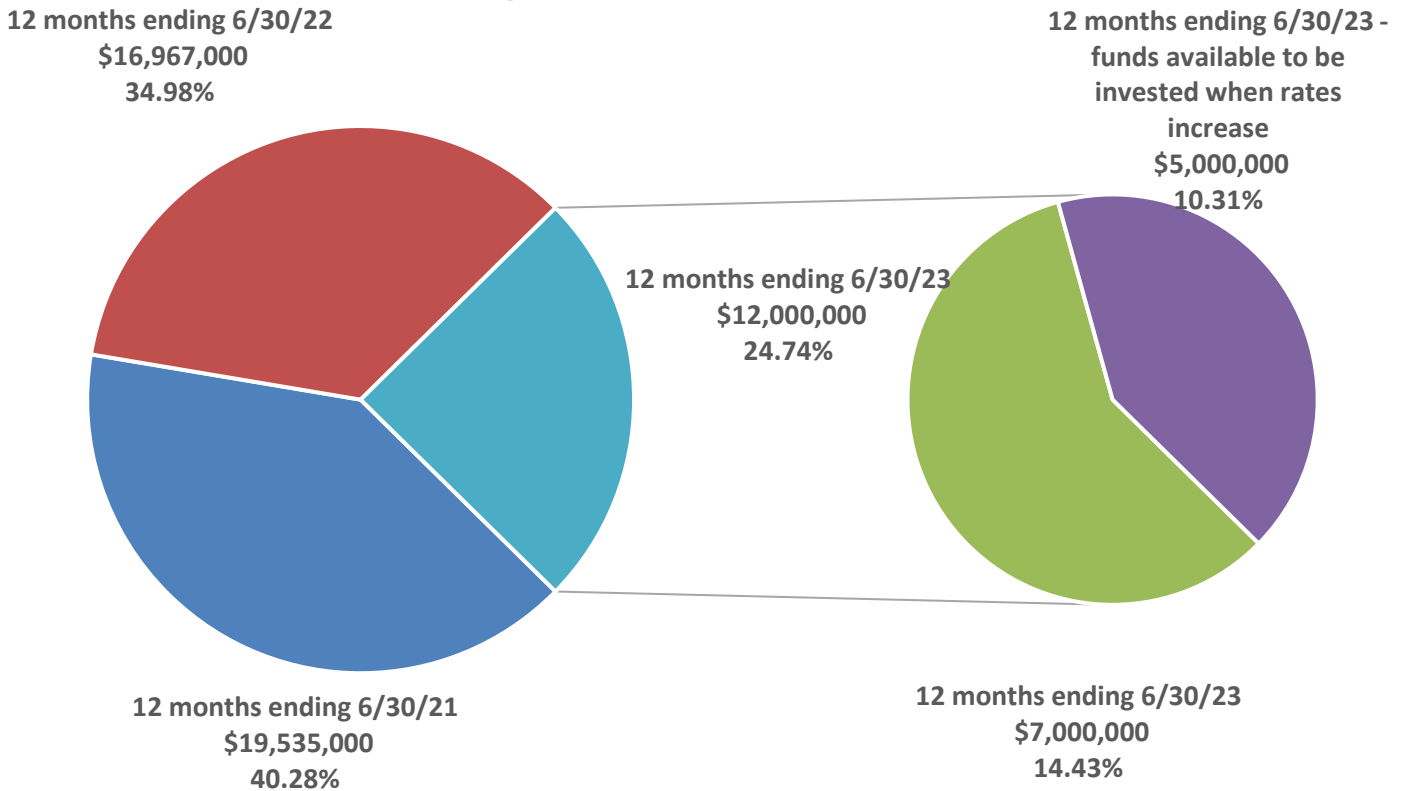
### MCT Investment Weighted Average Rate of Return by Quarter As of June 30, 2020



**MCT Investment Maturities by Year  
Proposed as of July 31, 2020**



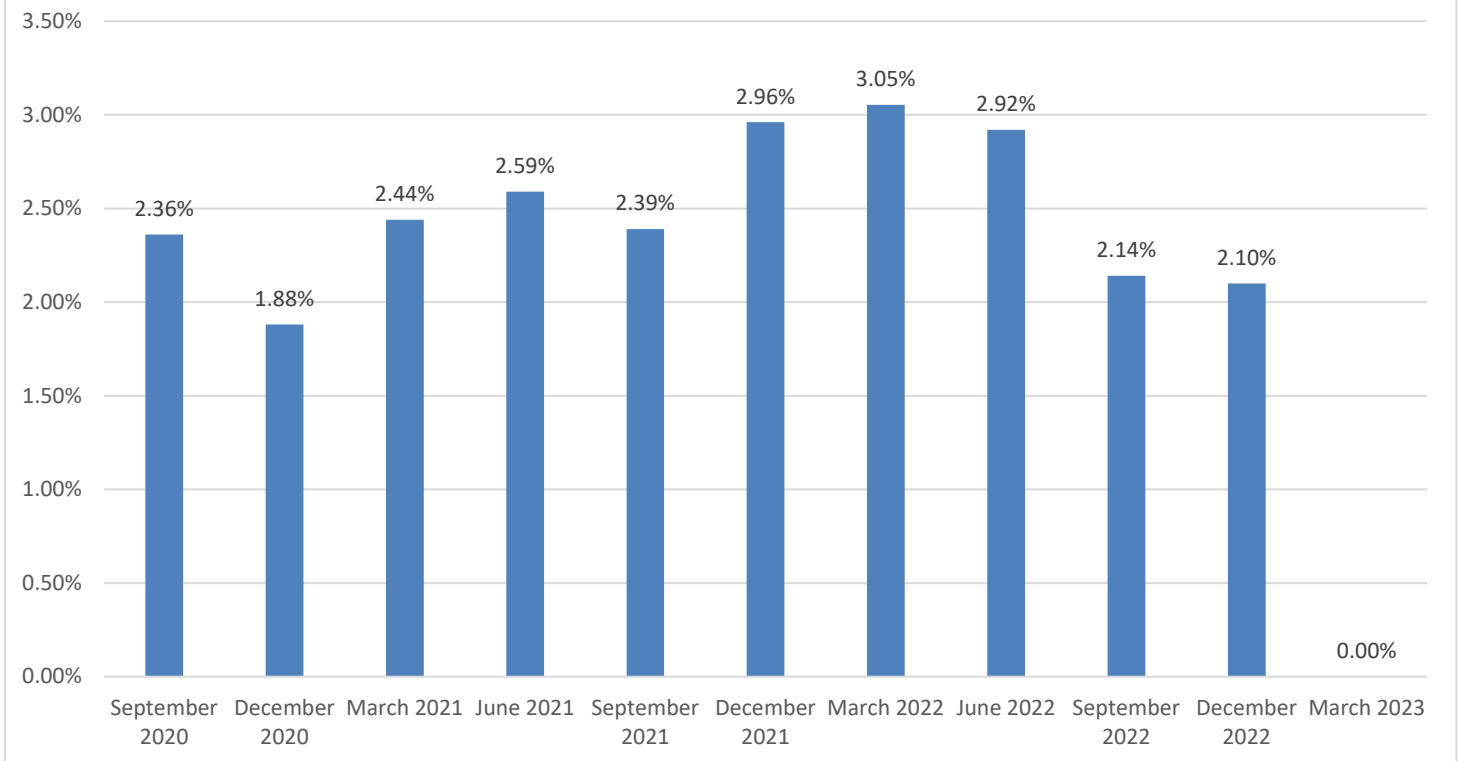
**MCT Investment Maturities by Year  
Proposed as of July 31, 2020  
Including Funds Available for Investment**



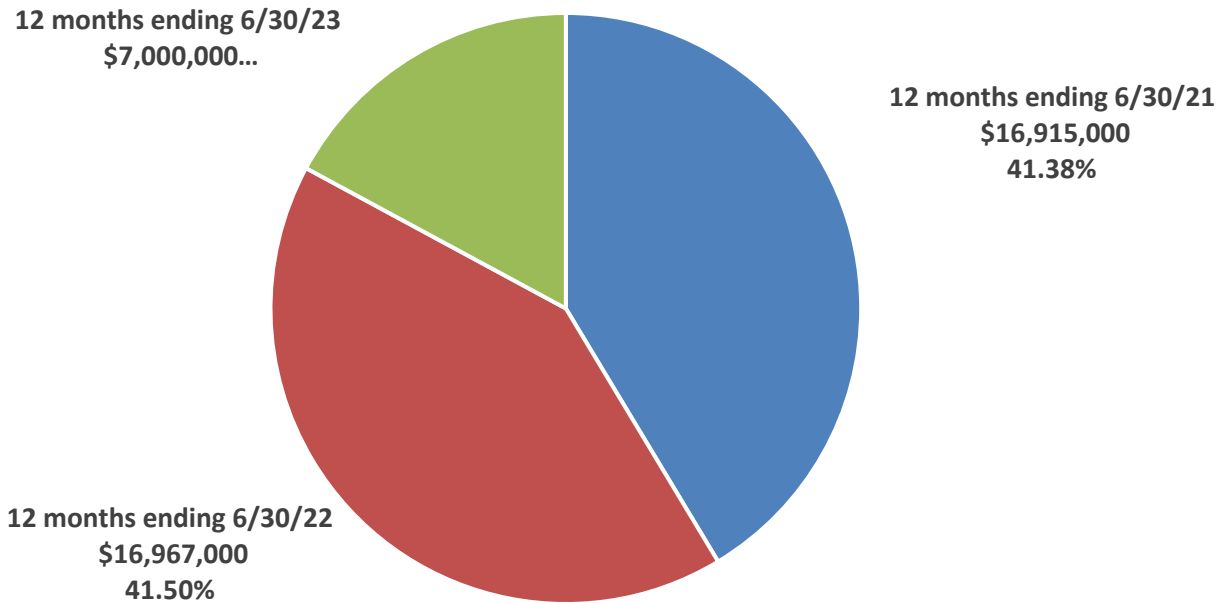
### MCT Investment Maturities by Quarter Proposed as of July 31, 2020



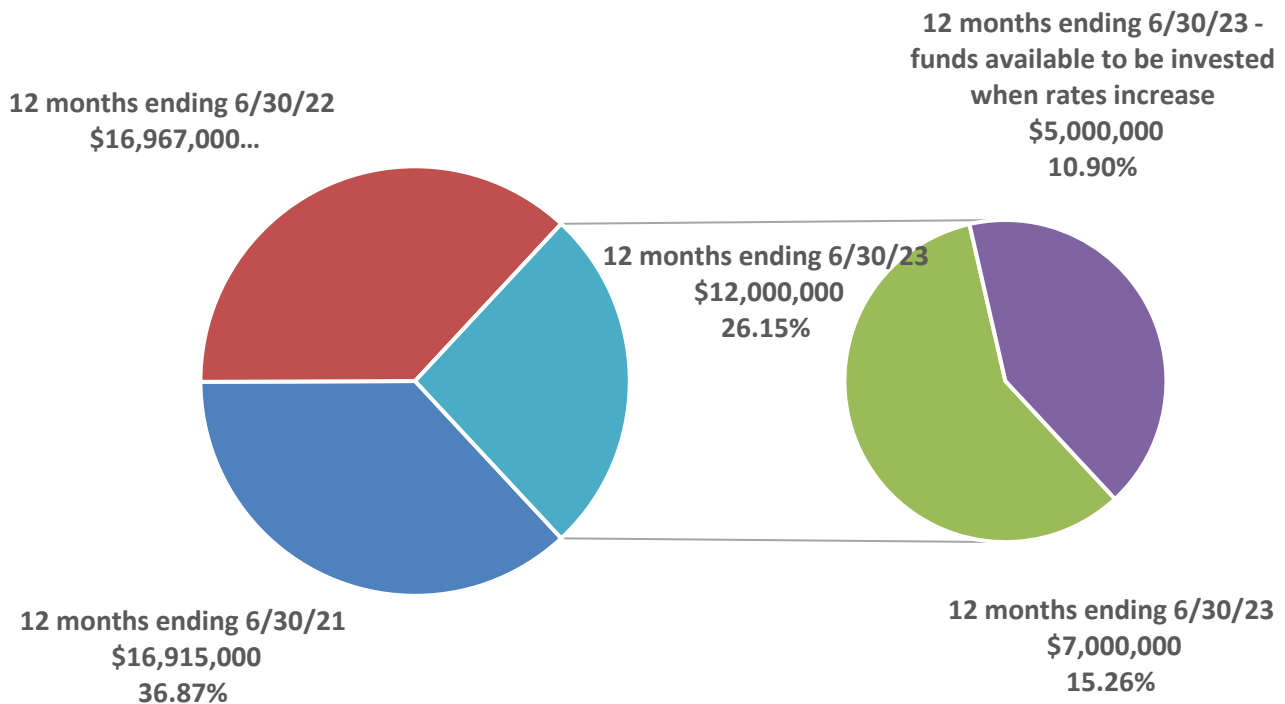
### MCT Investment Weighted Average Rate of Return by Quarter Proposed as of July 31, 2020



**MCT Investment Maturities by Year  
Proposed as of August 31, 2020**

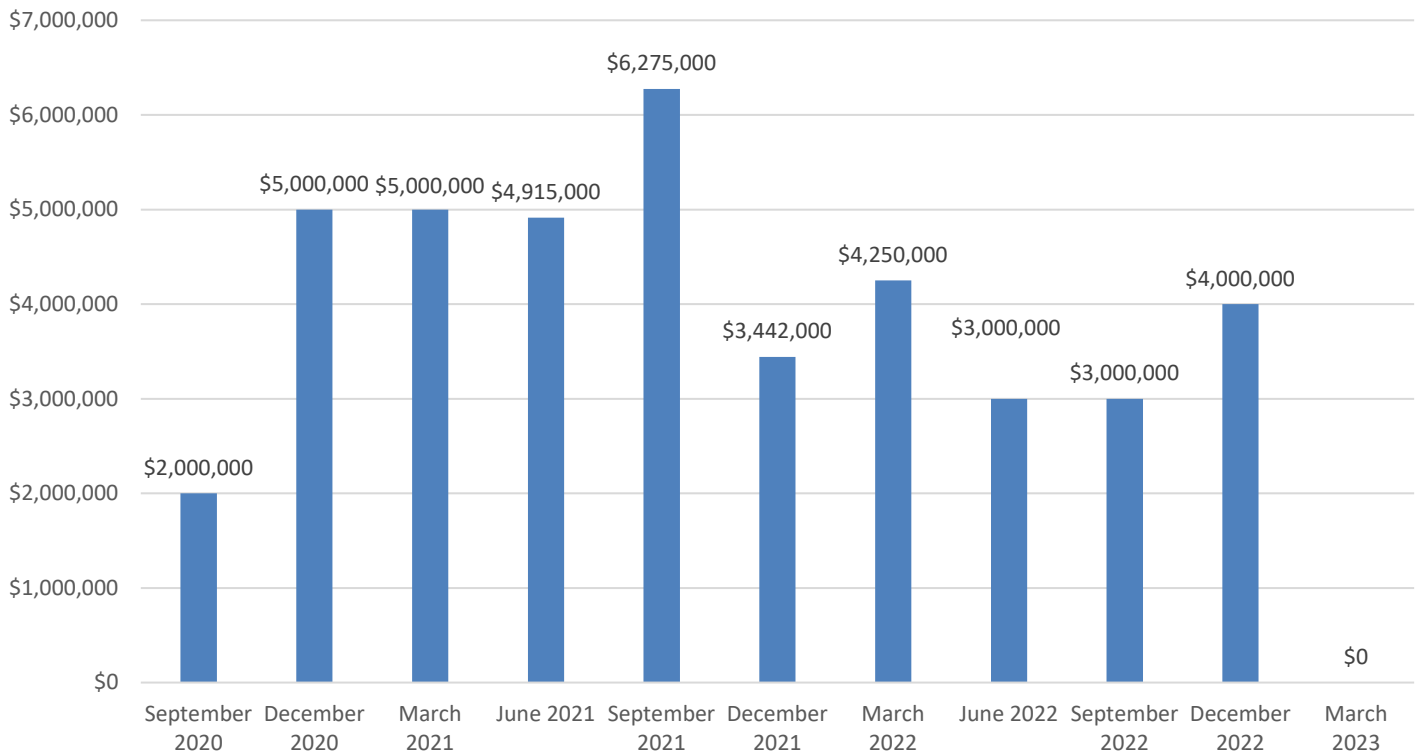


**MCT Investment Maturities by Year  
Proposed as of August 31, 2020  
Including Funds Available for Investment**

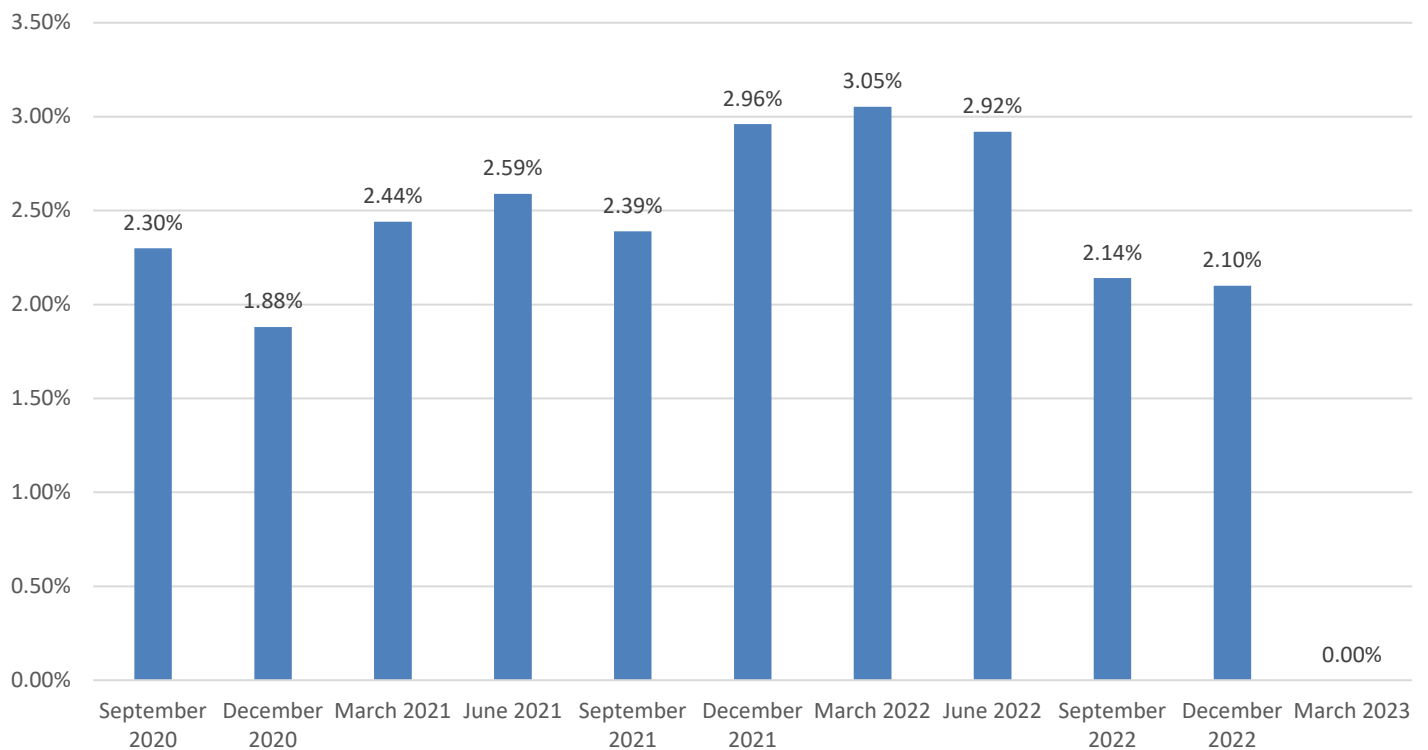




### MCT Investment Maturities by Quarter Proposed as of August 31, 2020



### MCT Investment Weighted Average Rate of Return by Quarter Proposed as of August 31, 2020



# **Investment Policy**

## **Madison County Mass Transit District**

### **I. Scope**

This policy applies to the investment of all operating funds of the Madison County Mass Transit District (District) under the jurisdiction of the District. This policy will also apply to any new funds or temporary funds placed under the jurisdiction of the District. The Illinois Compiled Statutes will take precedence except where this policy is more restrictive wherein this policy will take precedence. All transactions involving the financial assets and related activity of the foregoing funds shall be administered in accordance with the provisions of this policy.

#### **1. Pooling of funds**

Except for cash in certain restricted and special funds, the District will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

#### **2. External Management of Funds**

Investment through external programs, facilities and professionals operating in a manner consistent with this policy will constitute compliance.

### **II. General Objectives**

The primary objectives, in priority order, of investment activities shall be safety, liquidity and yield:

#### **1. Safety**

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

##### **a. Credit Risk**

The District will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, by:

- Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisors with which the District will do business.
- Diversifying the portfolio so that potential losses on individual securities will be minimized.

**b. Interest Rate Risk**

The District will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
- Investing operating funds primarily in shorter-term securities, with such maturities not to exceed 3 years and not to exceed 40 percent in any one particular year.

**2. Liquidity**

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). A portion of the portfolio also may be placed in bank deposits or repurchase agreements or overnight investments that offer same-day liquidity for short-term funds.

**3. Yield**

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:

- A security with declining credit may be sold early to minimized loss of principal.
- A security swap would improve the quality, yield, or target duration in the portfolio.
- Liquidity needs of the portfolio require that the security be sold.

**III. Standards of Care**

**1. Prudence**

The standard of care to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal liability for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion to the governing body and the liquidity and the sale of securities are

carried out in accordance with the terms of this policy.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

**2. Ethics and Conflicts of Interest**

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio.

**3. Delegation of Authority**

Responsibility for the operation of the investment program is hereby delegated to the investment officers, who shall act in a manner consistent with this investment policy. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the investment officers. The investment officers shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

**IV. Investment Transactions**

**1. Authorized Financial Dealers and Institutions**

A list will be maintained of financial institutions authorized to provide investment transactions. The list will be approved by the District on an annual basis.

**2. Internal Controls**

The investment officer is responsible for establishing and maintaining an internal control structure that will be reviewed annually with the Madison County Mass Transit District's independent auditor. The internal control structure shall be designed to ensure that the assets of the District are protected from loss, theft or misuse and to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits require estimates and judgments by management.

The internal controls shall address the following points:

- Control of collusion.
- Separation of transaction authority from accounting and record keeping.
- Custodial safekeeping.
- Avoidance of physical delivery securities.
- Clear delegation of authority to subordinate staff members.
- Written confirmation of transactions for investments and wire transfers.
- Development of a wire transfer agreement with the lead bank.

## V. **Suitable and Authorized Investments**

### 1. **Investment Types**

In accordance with and subject to restrictions imposed by current statutes, the following list represents the entire range of investments that the District will consider and which shall be authorized for the investment of funds by the District.

- a. United States Treasury Securities. The District may invest in obligations of the United States government for which the full faith and credit of the United States are pledged for the payment of principal and interest.
- b. United States Agency Securities. The District may invest in obligations issued or guaranteed by an agency of the United States Government as described in V. (2).
- c. Repurchase Agreements. The District may enter into repurchase agreements with financial institutions provided that the parties to the agreement have executed a written master repurchase agreement, which has been signed by both parties, before entering into the transaction. The agreement will outline the basic responsibilities of both the buyer and the seller and should extend for periods of 330 days or less. All repurchase agreements will consist of securities which are direct obligations of, or obligations guaranteed as to principal or interest by, the United States of America, securities which are issued by or guaranteed by a corporation in which the United States has a direct or indirect interest and which are designated by the Secretary of the Treasury for exemption, or securities issued by any corporation, the securities of which are designated by statute as exempt securities within the meaning of the laws administered by the Securities and Exchange Commission. The market value of the securities received should equal at least 110% of the amount of the cash transferred. The purchaser in a repurchase agreement (repo) enters into a contractual agreement to purchase U.S. Treasury and government agency securities while simultaneously agreeing to resell the securities at predetermined dates and prices.

- d. Direct Obligations of Banks and Savings Institutions. The District may invest in direct obligations of banks doing business in Illinois and savings banks or savings and loan associations incorporated under the laws of the State of Illinois or any other state. These instruments include interest-bearing savings accounts, interest-bearing certificates of deposit or interest-bearing time deposits or any other investments constituting direct obligations of banks and savings institutions. In all instances these types of investments shall be federally insured or collateralized for that amount which exceeds the limits of the federal insurance.
- e. Bankers' Acceptances. Time drafts drawn on and accepted by a commercial bank, otherwise known as bankers' acceptances. The District may invest in bankers' acceptances issued by domestic commercial banks possessing the highest rating issued by Moody's Investor Services, Inc. or Standard and Poor's Corporation.
- f. Commercial Paper. The District may invest in commercial paper issued by domestic corporations, which has received the highest rating issued by Moody's Investor Services, Inc. or Standard and Poor's Corporation. Eligible paper is further limited to issuing corporations that have total assets in excess of five hundred million dollars (\$500,000,000).
- g. Money Market Mutual Funds. The District may invest in money market mutual funds provided that the portfolio of any such money market mutual fund is limited to obligations that meet one of the following three criteria:
  - a) bonds, notes, certificates of indebtedness, treasury bills or other securities which are guaranteed by the full faith and credit of the United States of America as to principal and interest or obligations of the United States;
  - b) bonds, notes, debentures, or other similar obligations of the United States or its agencies; or
  - c) agreements to repurchase such obligations.
- h. Illinois Public Treasurers' Investment Pool. The District may invest funds in the Investment Pool to take advantage of the ability to invest for short periods of time.

- i. Credit Union Investment Accounts. The District may invest in insured dividend-bearing share accounts, share certificate accounts, and any other class of share accounts. The credit union must be chartered under United States or Illinois law, and must be insured with either the National Credit Union Administration or with other insurers jointly approved by the Directors of the Illinois Department of Financial Institutions and the Department of Insurance. Also, the credit union's principal office must be located in Illinois.
- j. Municipal Bonds. The District may invest in municipal bonds, both taxable and tax-exempt. The bonds shall be rated at the time of purchase within the 4 highest general classifications established by a rating service of nationally recognized expertise in rating bonds of states and their political subdivisions.

**2. Security Selection**

The following list represents the entire range of United States Agency Securities that the District will consider and which shall be authorized for the investment of funds by the District. Additionally, the following definitions and guidelines should be used in purchasing the instruments:

- a. U.S. Govt. Agency Coupon and Zero Coupon Securities. Bullet coupon bonds with no embedded options.
- b. U.S. Govt. Agency Discount Notes. Purchased at a discount with maximum maturities of one (1) year.
- c. U.S. Govt. Agency Callable Securities. Restricted to securities callable with maximum final maturities of three (3) years.
- d. U.S. Govt. Agency Step-Up Securities. The coupon rate is fixed for an initial term. At coupon date, the coupon rate rises to a new, higher fixed term. Restricted to securities with maximum final maturities of three (3) years.

**3. Investment Restrictions and Prohibited Transactions**

To provide for the safety and liquidity of Madison County Mass Transit District's funds, the investment portfolio will be subject to the following restrictions:

- a. Borrowing for investment purposes ("Leverage") is prohibited.
- b. Instruments known as Structured Notes (e.g. inverse floaters, leveraged floaters, and equity-linked securities) are not permitted. Investment in

any instrument, which is commonly considered a "derivative" instrument (e.g. options, futures, swaps, caps, floors, and collars), is prohibited.

- c. Contracting to sell securities not yet acquired in order to purchase other securities for purposes of speculating on developments or trends in the market is prohibited.

**4. Collateralization**

Collateralization will be required on the following types of investments: direct obligations of banks and savings institutions, money market mutual funds, credit union investment accounts and repurchase agreements. The market value (including accrued interest) of the collateral should be at least 110%.

For certificates of deposit, the market value of collateral must be at least 110% of the amount of certificates of deposit plus demand deposits with the depository, less the amount, if any, which is insured by the Federal Deposit Insurance Corporation, or the National Credit Unions Share Insurance Fund.

Depository institutions pledging collateral against deposits must, in conjunction with the custodial agent, furnish the necessary custodial receipts within five business days from the settlement date.

The District shall have a *depository contract and pledge agreement* with each safekeeping bank that will comply with the Financial Institutions, Reform, Recovery, and Enforcement Act of 1989 (FIRREA). This will ensure that the District's security interest in collateral pledged to secure deposits is enforceable against the receiver of a failed financial institution.

**5. Repurchase Agreements**

The securities for which repurchase agreements will be transacted will be limited to U.S. Treasury and government agency securities that are eligible to be delivered via the Federal Reserve's Fedwire book entry system.

**VI. Investment Parameters**

**1. Diversification**

The investments shall be diversified to minimize the risk of loss resulting from over concentration of assets in specific maturity, specific issuer, or specific class of securities. Diversification strategies shall be established and periodically reviewed and approved on an annual basis.

**2. Maximum Maturities**

To the extent possible, the District shall attempt to match its investments with anticipated cash flow requirements. Investments in bankers' acceptances and commercial paper shall mature and become payable not more than one hundred eighty days (180) from the date of purchase. All other investments shall mature and become payable not more than three (3) years from the date of purchase.



The District shall adopt weighted average maturity limitations that should not exceed three (3) years and is consistent with the investment objectives.

## **VII. Reporting**

### **1. Methods**

The investment officers shall prepare an investment report monthly, including a management summary that provides an analysis of the status of the current investment portfolio. This management summary will be prepared in a manner that will allow the District to ascertain whether investment activities during the reporting period have conformed to the policy. The monthly report will be provided to the Madison County Mass Transit District Board of Trustees, and will include the following:

- Listing of individual securities held at the end of the reporting period.
- Realized and unrealized gains or losses resulting from appreciation or depreciation by listing the cost and market value of securities over one-year duration (in accordance with Government Accounting Standards Board (GASB) 31 requirements). [Note: this is only required annually]
- Listing of investment by maturity date.

### **2. Performance Standards**

This investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. A series of appropriate benchmarks may be established against which portfolio performance shall be compared on a regular basis.

Commercial paper and bankers' acceptances must be reviewed monthly to determine if the rating level has changed. The commercial paper and bankers' acceptances should be reviewed for possible sale if the securities are downgraded below the minimum acceptable rating levels.

### **3. Mark to Market**

The market value of the portfolio shall be calculated monthly and a statement of the market value of the portfolio shall be issued to the Madison County Mass Transit District Board of Trustees. This will ensure that review of the investment portfolio, in terms of value and price volatility, has been performed.

## **VIII. Policy Considerations**

### **1. Exemption**

Any investment currently held that does not meet the guidelines of this policy shall be exempt from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.

**2. Adoption**

This policy shall be on file with the Madison County Mass Transit District Board of Trustees. The policy shall be reviewed annually by the investment officers and any policy revisions or amendments will be presented to the Madison County Mass Transit District Board of Trustees for consideration.

**RESOLUTION 21-01  
AUTHORIZING EXECUTION AND AMENDMENT OF  
DOWNSTATE OPERATING ASSISTANCE GRANT AGREEMENT  
WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, the provision of public transportation service is essential to the people of Illinois; and

**WHEREAS**, the Downstate Public Transportation Act (30 ILCS 740/2-1 et seq.) ("Act") authorizes the State of Illinois, acting by and through the Illinois Department of Transportation, to provide grants and make funds available to assist in the development and operation of public transportation systems; and

**WHEREAS**, grants for said funds will impose certain obligations upon the receipt, including provisions by it of the local share of funds necessary to cover costs not covered by funds provided under the Downstate Public Transportation Act.

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


1. Madison County Mass Transit District ("Grantee") enter into a Downstate Public Transportation Operating Assistance Agreement, Agreement No. 5228 (21-1141-20716), ("Agreement") with the State of Illinois and amend such Agreement, if necessary, for Fiscal Year 2021, in order to obtain grant assistance under the provisions of the Illinois Downstate Public Transportation Act (30 ILCS 740/2-1, *et. seq.*).
2. Madison County Mass Transit District Board Chairman or Vice Chairman, and/or Managing Director are hereby authorized and directed to execute the Agreement or its amendment(s) to the Agreement on behalf of the Madison County Mass Transit District for such assistance for Fiscal Year 2021.
3. Madison County Mass Transit District Board Chairman or Vice Chairman, and/or Managing Director are hereby authorized to provide such information and file such documents as may be required to perform the Agreement and to request and receive the grant funding for Fiscal Year 2021.
4. While participating in said operating assistance program, the Madison County Mass Transit District shall provide all required local matching funds.


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

  
\_\_\_\_\_  
J. Kelly Schmidt

\_\_\_\_\_  
Christopher C. Guy

  
\_\_\_\_\_  
Ronald L. Jedda, Chairman

  
\_\_\_\_\_  
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.

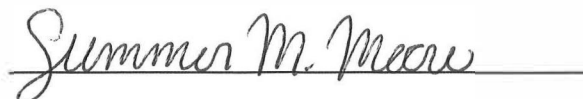
I do further certify that at a duly constituted and legally convened meeting of the Board of Trustees of the Madison County Mass Transit District held on Thursday, July 30, 2020, a resolution was adopted in full accordance and conformity with the by-laws of the Madison County Mass Transit District and 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, MADISON COUNTY, ILLINOIS AS FOLLOWS THAT:

1. Madison County Mass Transit District ("Grantee") enter into a Downstate Public Transportation Operating Assistance Agreement, Agreement No. 5228 (21-1141-20716), ("Agreement") with the State of Illinois and amend such Agreement, if necessary, for Fiscal Year 2021, in order to obtain grant assistance under the provisions of the Illinois Downstate Public Transportation Act (30 ILCS 740/2-1, *et. seq.*).
2. Madison County Mass Transit District Board Chairman or Vice Chairman, and/or Managing Director are hereby authorized and directed to execute the Agreement or its amendment(s) to the Agreement on behalf of the Madison County Mass Transit District for such assistance for Fiscal Year 2021.
3. Madison County Mass Transit District Board Chairman or Vice Chairman, and/or Managing Director are hereby authorized to provide such information and file such documents as may be required to perform the Agreement and to request and receive the grant funding for Fiscal Year 2021.
4. While participating in said operating assistance program, the Madison County Mass Transit District shall provide all required local matching funds.

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 thirtieth day of July 2020.

  
\_\_\_\_\_

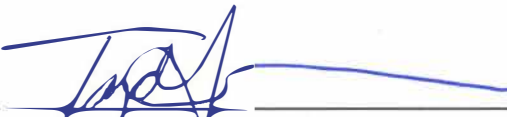
## OPINION OF COUNSEL

I, Tonya Genovese, the undersigned, am an attorney licensed by and duly admitted to practice law in the State of Illinois and am counsel and attorney for the Madison County Mass Transit District ("Grantee"). In this capacity, my opinion has been requested regarding the eligibility of the Grantee for grant assistance under the provisions of the Illinois Downstate Public Transportation Act, 30 ILCS 740/2-1 *et. seq.* ("Act"). I have also reviewed the Downstate Operating Assistance Grant Agreement, Agreement No. 5228 (21-1141-20716), ("Agreement") tendered by the State of Illinois ("State") to the Grantee, and I hereby find the following:

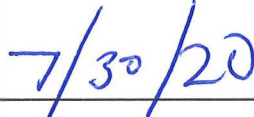
1. The Grantee is an eligible "Participant" as defined in the Act.
2. There are no provisions in the Grantee's charter, by-laws, or in the laws or rules of the State of Illinois, United States of America, or any unit of local government that preclude or prohibit the Grantee from entering into such Agreement.
3. The Grantee is fully empowered and authorized to enter into the Agreement and that Agreement, when executed by both parties, will be legally binding upon the Grantee and its successors and assigns.
4. I have no knowledge of any pending or threatened litigation, in either Federal or State court, which would adversely affect the Agreement or prevent the Grantee from contracting with the State for the purpose of receiving a Downstate Operating Assistance Grant.

Based on the foregoing, I am of the opinion that the Grantee is an eligible Participant under the provisions of the Act, and that it is fully empowered and authorized to accept the grant from the State.

Signature:

  
\_\_\_\_\_  
Tonya Genovese, Legal Counsel

Date:

  
\_\_\_\_\_  
7/30/20

**INTER-GOVERNMENTAL AGREEMENT**



**BETWEEN**

**THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION**

**AND**

**MADISON COUNTY MASS TRANSIT DISTRICT**

The Illinois Department of Transportation (Grantor) with its principal office 2300 South Dirksen Parkway, Springfield IL. 62764,  
 and Madison County Mass Transit District (Grantee) with its principal One Transit Way, P.O. Box 7500, Granite City, IL 62040,  
 and payment address (if different than principal office) at N/A  
 hereby enter into this Inter-Governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

**PART ONE - THE UNIFORM TERMS**

**RECITALS**

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the state of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

**ARTICLE I**

**AWARD AND GRANTEE SPECIFIC INFORMATION AND CERTIFICATION**

1.1 DUNS Number, SAM Registration: Nature of Entity. Under penalties of perjury, Grantee certifies that 131055548 is Grantee's correct DUNS Number, that N/A is Grantee's correct UEI, if applicable, that 371099038 is Grantee's correct FEIN or Social Security Number, and that

Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

- |  |   |
|--|---|
| <input type="checkbox"/> Individual                            | <input type="checkbox"/> Pharmacy-Non Corporate   |
| <input type="checkbox"/> Sole Proprietorship                   | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp.                             |
| <input type="checkbox"/> Partnership                           | <input type="checkbox"/> Tax Exempt   |
| <input type="checkbox"/> Corporation (includes Not for Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation                   | <input type="checkbox"/> P = partnership  |
| <input checked="" type="checkbox"/> Governmental Unit          | <input type="checkbox"/> C = corporation  |
| <input type="checkbox"/> Estate or Trust                       |   |

If Grantee has not received a payment from the state of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2 Amount of Agreement. Grant Funds (check one)  shall not exceed or  are estimated to be \$25,797,200.00, of which \$0.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this agreement.

1.3 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is N/A, the federal awarding agency is N/A, and the federal award date is                     . If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is N/A and the Number is N/A. The Catalog of State Financial Assistance (CSFA) Number is 494-80-1141. The State Award Identification Number is 1141 - 20716.

1.4 Term. This Agreement shall be effective 07/01/2020 and shall expire on 06/30/2021 unless terminated pursuant to this Agreement.

1.5 Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and corrects and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misinterpretations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

**THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

1.6 Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Check if under \$250,000. If under \$250,000 the Secretary's signature may be delegated.

ILLINOIS DEPARTMENT OF TRANSPORTATION

Madison County Mass Transit District

**By:** \_\_\_\_\_  
Signature of Omer Osman, P.E., Acting Secretary of Transportation

**By:** \_\_\_\_\_  
Signature of Authorized Representative

**By:** \_\_\_\_\_  
Signature of Designee

**Date:** \_\_\_\_\_  
Printed Name: Ronald Jedda

**Date:** \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_  
*Designee*

Printed Title: Chairman  
Email: chairman@mct.org

**By:** \_\_\_\_\_  
Signature of Matt Magalis, Acting Director of OIPI

**By:** \_\_\_\_\_  
Signature of Authorized Representative

**By:** \_\_\_\_\_  
Signature of Designee

**Date:** \_\_\_\_\_  
Printed Name: \_\_\_\_\_

**Date:** \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_  
*Designee*

Printed Title: \_\_\_\_\_  
Email: \_\_\_\_\_

**By:** \_\_\_\_\_  
Signature of Second Other Approver's Name and Title

**By:** \_\_\_\_\_  
Signature of Designee

**Date:** \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_  
*Designee*

**By:** \_\_\_\_\_  
Signature of Third Other Approver's Name and Title

**By:** \_\_\_\_\_  
Signature of Designee

**Date:** \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_  
*Designee*

**By:** \_\_\_\_\_  
Signature of Fourth Other Approver's Name and Title

**By:** \_\_\_\_\_  
Signature of Designee

**Date:** \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_  
*Designee*



**ARTICLE II  
REQUIRED REPRESENTATIONS**

2.1 Standing and Authority. Grantee warrants that:

(a) Grantee is validly existing and in good standing, if applicable, under the laws of the state in which it was incorporated, organized, or created.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is an agency under the laws of jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2 Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3 Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4 Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.40(c)(1)(A).

2.5 Compliance with Registration Requirements. Grantee shall: (i) be registered with the federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable; (v) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

## ARTICLE III

### DEFINITIONS

3.1 Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

“2 CFR Part 200” means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

“Agreement” or “Grant Agreement” has the same meaning as in 44 III. Admin. Code Part 7000.

“Allocable Costs” means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

“Allowable Costs” has the same meaning as in 44 III. Admin. Code Part 7000.

“Award” has the same meaning as in 44 III. Admin. Code Part 7000.

“Budget” has the same meaning as in 44 III. Admin. Code Part 7000.

“CFDA” or “Catalog of Federal Domestic Assistance” has the same meaning as in 44 III. Admin. Code Part 7000.

“Close-out Report” means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 III. Admin. Code Part 7000.

“Consolidated Year-End Financial Report” means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

“Cost Allocation Plan” has the same meaning as in 44 III. Admin. Code Part 7000.

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 III. Admin. Code 7000.20.

“Direct Costs” has the same meaning as in 44 III. Admin. Code Part 7000.

“Disallowed Costs” has the same meaning as in 44 III. Admin. Code Part 7000.

“DUNS Number” means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the state of Illinois.

“FAIN” means the Federal Award Identification Number.

“FFATA” or “Federal Funding Accountability and Transparency Act” has the same meaning as in 31 USC 6101; P.L. 110-252.

“Financial Assistance” has the same meaning as in 44 III. Admin. Code Part 7000.

“Fixed-Rate” has the same meaning as in 44 III. Admin. Code Part 7000. “Fixed-Rate” is in contrast to fee-for-service, 44 III. Admin. Code Part 7000.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"GATU" means the Grant Accountability and Transparency Unit of GOMB.

"GOMB" means the Illinois Governor's Office of Management and Budget.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Net Revenue" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes.

"Net Revenue" is synonymous with "Profit."

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"OMB" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Program Income" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM); which is the federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the state of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Unique Entity Identifier" or "UEI" means the unique identifier assigned to the Grantee by SAM.

## ARTICLE IV PAYMENT

4.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2 Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. All obligations regarding Grant Funds management shall survive this Agreement's termination or expiration. See 2 CFR 200.343(d); 2 CFR 200.305(b)(9); 30 ILCS 705/5. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.3 Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.

4.4 Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5 Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6 Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8).

4.7 Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **PART TWO**, **PART THREE**, or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.8 Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

## **ARTICLE V**

### **SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT**

5.1 Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2 Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3 Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

**ARTICLE VI  
BUDGET**

6.1 Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2 Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308 or 44 III. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3 Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308 or 44 III Admin. Code 700.370(b), transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4 Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5 Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

**ARTICLE VII  
ALLOWABLE COSTS**

7.1 Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2 Indirect Cost Rate Submission.

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 III. Admin. Code 7000.420(d).

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations, in a format prescribed by Grantor. For Grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award.. For Grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

- (i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments.
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for institutions of higher education.
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule- based or programmatic limit.

7.3 Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4 Higher Education Cost Principles. The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5 Government Cost Principles. The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.6 Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. See 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7 **Federal Requirements.** All Awards, whether funded in whole or in part with either federal or State funds, are subject to federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 III. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8 **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.9 **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

## ARTICLE VIII REQUIRED CERTIFICATIONS

8.1 **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.* or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).



(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the State (See 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

(u) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Job Program Act, Grantee certifies that it and any contractor(s) or sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

## ARTICLE IX CRIMINAL DISCLOSURE

9.1 **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

## ARTICLE X UNLAWFUL DISCRIMINATION

10.1 **Compliance with Nondiscrimination Laws.** Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of state and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See *also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (as amended)(42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

**ARTICLE XI  
LOBBYING**

11.1 Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2 Federal Form LLL. If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3 Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4 Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5 Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6 Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**ARTICLE XII  
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

12.1 Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333 or 44 Ill. Admin. Code §§ 7000.430(a) and(b). If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2 Accessibility of Records. Grantee, in compliance with 2 CFR 200.336 and 44 Ill Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4 Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

### **ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS**

13.1 Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 207(b)(3) and 200.327. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2 Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the date specified in **PART TWO** or **PART THREE** following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.4 Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply.

### **ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS**

14.1 Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO**, **PART THREE** or **Exhibit G**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit based review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.328 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2 Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance or Agreement termination. See 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b)(1).

14.3 Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4 Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. See 2 CFR 200.301 and 200.210.

## ARTICLE XV AUDIT REQUIREMENTS

15.1 Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

15.2 Consolidated Year-End Financial Reports.

(a) This Paragraph 15.2 applies to all Grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PARTH THREE**.

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit, namely:

- (i) From Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the end of the Grantee's fiscal year or (b) 30 calendar days following completion of the audit; or
- (ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the end of Grantee's fiscal year.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.

(c) The Consolidated Year-End Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Report must cover the same period as the Grantee's tax return.

(d) Consolidated Year-End Financial Reports must included an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.

(e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.

15.3 Audit Requirements.

(a) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of the peer and external quality control reviews, management letters, AU-C 265 communications and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(b) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in Federal and State Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in Federal and State Awards, singularly or in any combination, from all sources, but expends \$300,000 or more in Federal and State Awards, singularly or in any combination from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of Federal and State Awards.

(iv) If Grantee does not meet the requirements in subsections 15.2(b) and 15.2(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.4 Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the state of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.5 Delinquent Reports. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

## ARTICLE XVI

### TERMINATION; SUSPENSION; NON-COMPLIANCE

#### 16.1 Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2 Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3 Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.4 Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341; 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.5 Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6 Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

## ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

17.1 Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2 Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. In all agreements between Grantee and its sub-grantees, Grantee shall insert term(s) that requires that all sub-grantees adhere to the terms of this Agreement.

17.3 Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it lawfully obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.344; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

**ARTICLE XVIII  
NOTICE OF CHANGE**

18.1 Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2 Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3 Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4 Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5 Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

**ARTICLE XIX  
STRUCTURAL ORGANIZATION**

19.1 Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

**ARTICLE XX  
AGREEMENTS WITH OTHER STATE AGENCIES**

20.1 Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

**ARTICLE XXI  
CONFLICT OF INTEREST**

21.1 Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 30 ILCS 708/35.



21.2 Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the state of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13). An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

21.3 Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

## **ARTICLE XXII EQUIPMENT OR PROPERTY**

22.1 Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439. Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2 Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3 Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310-200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

22.4 Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within the Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

## **ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1 Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2 Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

**ARTICLE XXIV  
INSURANCE**

24.1 Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2 Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

**ARTICLE XXV  
LAWSUITS**

25.1 Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or state of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2 Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this agreement, unless such liability is imposed by law. This agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXVI  
MISCELLANEOUS**

26.1 Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2 Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3 Exhibits and Attachments. **Exhibits A through G, PART TWO, PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4 Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5 Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7 No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8 Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the state of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9 Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and state laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10 Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11 Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12 Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) shall control.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

26.13 Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

26.14 Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15 Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17 Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18 Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including final indirect cost rate adjustments, including those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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**EXHIBIT A**  
**PROJECT DESCRIPTION**

CSFA Number

494-80-1141

NOSA/SAIN Number

1141-20716

GATA Registration Number

672232

Grantee agrees to provide the public transportation services described in its final approved application and program of proposed expenditures ("POPE") approved by Grantor, and in accordance with the Downstate Public Transportation Act (30 ILCS 740/2-1 et seq.)("Act"), the Rules, the Standard Forms and all other applicable laws and regulations. Grantee shall not reduce, terminate, or substantially change such public transportation services or increase fares without prior written notification to Grantor. The Grantee shall provide all required local matching funds necessary to meet the obligations of operating general public transit service which are not covered by funds provided under the Act.

**EXHIBIT B**  
**DELIVERABLES OR MILESTONES**

- A. The Grantee shall generate and maintain required local match sufficient to draw down the Downstate Operating Assistance Program (DOAP) Funds in this Agreement.
- B. The Grantee may file accurate quarterly advance pay requests no sooner than 30 days prior to the start of the quarter for which an advance is requested.
- C. The Grantee shall file accurate quarterly reports, reflecting actual revenue and expense data by December 1, March 1, May 1 and August 1 of the current fiscal year.
- D. On or before August 1, the Grantee shall submit its annual Ridership Report (OP-9) for the fiscal year.
- E. No later than 180 days following the last day of the fiscal year, the Grantee shall provide the Grantor with an independent audit prepared by a licensed certified public accountant in accordance with Illinois Administrative Code Title 92, Chapter I, Subchapter h, Part 653.
- F. When required by the Grantor, the Grantee shall prepare and submit cost allocations plans.

**EXHIBIT C  
PAYMENT**

Grantee shall receive \$25,797,200.00 under this agreement.

Enter specific terms of agreement here:

Grantee understands and accepts that it will disburse its Indirect Costs separately from its Direct Costs in accordance with its approved Indirect Cost Rate.

Grantee further understands and accepts that, within three (3) months after execution of the Agreement, Grantee will submit updated, separate Budgets: one to reflect Grantee's costs; and a Budget to reflect costs incurred by each sub-recipient Grantee utilizes to accomplish the project goals and objectives of this Agreement.

The Grantor shall process up to a total of five payments, comprising of a combination of advance, reimbursement or reconciling payments, to the Grantee upon the timely receipt of quarterly expense and revenue submitted on the Grantor's prescribed forms. Payments will be processed upon the Grantor determining if and to what extent the request is eligible for operating expenses incurred in conformity with Grantee's approved application and the Act.

Grantee shall have the flexibility to request:

- A. an advance based on its estimated quarterly expense and revenue, up to the date the actual expense and revenue for that quarter is required to be filed with the Grantor; or
- B. a reimbursement for actual quarterly expense and revenue incurred; or
- C. a combination of both.

Advance payments may not be processed by the Grantor, or dated by the Grantee, earlier than thirty days prior to the start of the quarter for which the advance is requested. No payments will be made until the State's annual budget has been passed, and grant contracts are fully executed by both the Grantor and the Grantee and filed with the Office of the Comptroller.

Grantee shall file actual expense and revenue incurred in the 1st, 2nd, 3rd and 4th quarters by December 1, March 1, May 1, and August 1, respectively.

The Grantee shall adjust payment requests to reflect all previous quarter actual expense and revenue not reflected in previous payment requests. These adjustments shall be shown and all subsequent pay requests.

Grantee agrees that payment shall not constitute a final determination by the Grantor of the eligibility of such expense and shall not constitute a waiver of any violation of the terms of this Agreement. The Grantor reserves the right to offset any payment to satisfy any monetary claims that the Grantor may have outstanding against Grantee. Furthermore the Grantor may request reimbursement of a portion of or all payments in the case of overpayment or fraud.

**EXHIBIT D**  
**CONTACT INFORMATION**

**CONTACT FOR NOTIFICATION**

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

**GRANTOR CONTACT**

Name: Glenn Groesch

Title: Section Chief

Address: 2300 South Dirksen Parkway, Springfield, IL 62764

Phone: 217-524-2156

TTY#: N/A

Fax#: N/A

Email Address: Glenn.Groesch@illinois.gov

**GRANTEE CONTACT**

Name: Ronald Jedda

Title: Chairman

Address: One Transit Way, P.O. Box 7500, Granite City, IL 62040

Phone: 618-797-4600

TTY#: N/A

Fax#: N/A

Email Address: chairman@mct.org

Additional Information:

None Identified

**EXHIBIT E**  
**PERFORMANCE MEASURES**

The Grantees should:

- 1) Submit accurate and timely reports required by this program.
- 2) Submit timely corrective action plans with regard to program operations when directed by the Grantor, the Grantor's consultants and/or vendors resulting from:
  - A. Financial Management Reviews;
  - B. Compliance Reviews;
  - C. Audits;
  - D. Grantor policy changes;
  - E. Public Complaint Process;
  - F. and/or as directed by the Grantor to remain in compliance with grant requirements.
- 3) Promptly respond to inquiries by the Grantor or Grantor consultants and/or vendors.



**EXHIBIT F**  
**PERFORMANCE STANDARDS**

Performance Standards shall include:

- 1) Timely and 100% accuracy in quarterly and year end reports as described in Exhibits B and C as well as Public Transportation Accounts (PTA) account reports.
- 2) Timeliness of corrective actions will be determined on a case by basis dependent on the urgency to which an issues needs to be addressed. This may be determined by the Grantor, a third part retained by the Grantor, or coordination between the Grantor and the Grantee.
  - A. The Grantee shall generate and maintain required local match sufficient to draw down the Downstate Operating Assistance Program (DOAP) Funds in this Agreement.
  - B. The Grantee may file accurate quarterly advance pay requests no sooner than 30 days prior to the start of the quarter for which an advance is requested.
  - C. The Grantee shall file accurate quarterly reports, reflecting actual revenue and expense data by December 1, March 1, May 1 and August 1 of the current fiscal year.
  - D. On or before August 1, the Grantee shall submit its annual Ridership Report (OP-9) for the fiscal year.
  - E. No later than 180 days following the last day of the fiscal year, the Grantee shall provide the Grantor with an independent audit prepared by a licensed certified public accountant in accordance with Illinois Administrative Code Title 92, Chapter I, Subchapter h, Part 653.

When required by the Grantor, the Grantee shall prepare and submit cost allocation plans.

**EXHIBIT G**  
**SPECIFIC CONDITIONS**

Grantor may remove (or reduce) a Specific Condition included in this **Exhibit G** by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

These specific conditions, as listed in the accepted Notice of State Award (NOSA), are based upon the grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ), the Programmatic Risk Assessment (PRA) and any pertinent Merit Based Review process (if applicable).

Additional Reporting Requirements may also be found in Part TWO and Part THREE of this agreement.

Fiscal And Administrative:

I. Audit (2 CFR 200.500):

Conditions:

Requires desk review of the status of implementation of corrective actions.

Corrective Action:

Address all audit findings giving priority to significant deficiencies and material weaknesses by implementation of the corrective action plan. Condition may be removed upon request when corrective action is complete.

**PART TWO - THE GRANTOR-SPECIFIC TERMS**

In addition to the uniform requirements in PART ONE, the Grantor has the following additional requirements for its Grantee:

**Audit.** Grantee shall permit, and shall require its contractors and auditors to permit, the Grantor, and any authorized agent of the Grantor, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. Grantee agrees to implement any audit findings contained in the Grantor's authorized inspection or review, final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review

**Ethics.**

A. Code of Conduct

1. Personal Conflict of Interest - The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the Grantee may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- a. the employee, officer, board member, or agent;
- b. any member of his or her immediate family;
- c. his or her partner; or
- d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that Grantee's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Grantor may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2. Organizational Conflict of Interest - The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or Grantee or impair the objectivity in performing the contract work.

**Dispute Resolution.** In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Grantor and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Illinois Department of Transportation. The Grantor shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Grantor's decision upon all claims, questions and disputes shall be final and conclusive.

3. Employment of Grantor Personnel -- The Grantee will not employ any person or persons currently employed by the Grantor for any work required by the terms of this Agreement.

**Reporting.** Grantee agrees to submit periodic financial and performance reporting on the approved IDOT BoBS 2832 form. Grantee shall file Quarterly BoBS 2832 reports with Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first BoBS 2832 report shall cover the first reporting period after the 07/01/2020 effective date of the Agreement. Quarterly reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit a BoBS 2832 report for the period ending 06/30 (Grantee's Fiscal Year End date).

A BoBS 2832 report marked as "Final Report" must be submitted to the Grantor 60 days after the end date of the Agreement. Failure to submit the required BoBS 2832 reports may cause a delay or suspension of funding.

The Grantee must submit a BoBS 2832 report for the period ending 6/30 - State fiscal Year End Grantee shall submit to Grantor a BoBS 2832 report for the period ending June 30 within 30 calendar days of the end of the State Fiscal Year.

**Renewal.** This Agreement may not be renewed.

**INSPECTION AND AUDIT**

27.1 Grantee shall permit, and shall require its contractors and auditors to permit, the Grantor, and any authorized agent of the Grantor, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. Grantee agrees to implement any audit findings contained in the Grantor's final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review.

27.2 Grantee agrees to permit the Grantor to conduct scheduled or unscheduled inspections of Grantee's public transportation services. Such inspections shall be conducted at reasonable times, without unreasonable disruption or interference with any transportation service or other business activity of the Grantee or any Service Board.

27.3 Grantee agrees to notify the Grantor of any pending federal triennial and/or other federal related reviews as soon as it is scheduled and to permit the Grantor to attend same. In addition, the Grantee shall supply the Grantor with a copy of the final report of the federal triennial and/or other federal related reviews.

**GRANTEE'S WARRANTIES**

28.1 Grantee warrants that it has the requisite fiscal, managerial, and legal capability to carry out the Project and to receive and disburse Project funds. Grantee agrees that upon execution of this Agreement, Grantee will deliver to the Grantor:

- (a) a legal opinion from an attorney licensed to practice law in Illinois and authorized to represent the Grantee in the matter of this Agreement, in the form of Part Two Attachment 1.
- (b) a certified copy of a resolution or ordinance adopted by the Grantee's governing body that authorizes the execution of this Agreement and identifies the person, by position, authorized to sign this Agreement and payment requisitions, in the form of Part Two Attachment 2.

**DRUG FREE WORKPLACE**

29.1 Grantee agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.) and has signed the Drug Free Workplace Certification attached to this Agreement as Part Two Attachment 3.

PART TWO ATTACHMENT 1

OPINION OF COUNSEL

I, the undersigned, am an attorney licensed by and duly admitted to practice law in the State of Illinois and am counsel and attorney for the Madison County Mass Transit District ("Grantee"). In this capacity, my opinion has been requested regarding the eligibility of the Grantee for grant assistance under the provisions of the Downstate Public Transportation Act, 30 ILCS 740/2-1 et seq. ("Act"). I have also reviewed the Downstate Operating Assistance Grant Agreement, Agreement No. 5228 (21-1141-20716), Grant No. (OP-21-50-IL) ("Agreement") tendered by the State of Illinois ("State") to the Grantee, and I hereby find the following:

1. The Grantee is an eligible "Participant" as defined in the Act.
2. There are no provisions in the Grantee's charter, by-laws, or in the laws or rules of the State of Illinois, United States of America, or any unit of local government that preclude or prohibit the Grantee from entering into such Agreement.
3. The Grantee is fully empowered and authorized to enter into the Agreement and that Agreement, when executed by both parties, will be legally binding upon the Grantee and its successors and assigns.
4. I have no knowledge of any pending or threatened litigation, in either Federal or State court, which would adversely affect the Agreement or prevent the Grantee from contracting with the State for the purpose of receiving a Downstate Operating Assistance Grant.

Based on the foregoing, I am of the opinion that the Grantee is an eligible Participant under the provisions of the Act, and that it is fully empowered and authorized to accept the grant from the State.

Signature: \_\_\_\_\_  
(attorney's name) \_\_\_\_\_  
(attorney's title) for Madison County Mass Transit District

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

PART TWO ATTACHMENT 2

RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF DOWNSTATE OPERATING ASSISTANCE GRANT AGREEMENT

WHEREAS, the provision of public transportation service is essential to the people of Illinois; and

WHEREAS, the Downstate Public Transportation Act (30 ILCS 740/2-1 et seq.) ("Act") authorizes the State of Illinois, acting by and through the Illinois Department of Transportation, to provide grants and make funds available to assist in the development and operation of public transportation systems; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including provision by it of the local share of funds necessary to cover costs not covered by funds provided under the Downstate Public Transportation Act.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE MADISON COUNTY MASS TRANSIT DISTRICT

Section 1. That the Madison County Mass Transit District enter into a Downstate Public Transportation Operating Assistance Agreement ("Agreement") with the State of Illinois and amend such Agreement, if necessary, for fiscal year 2021 in order to obtain grant assistance under the provisions of the Act.

Section 2. That the Chairman of the Madison County Mass Transit District is hereby authorized and directed to execute the Agreement or its amendment(s) on behalf of the Madison County Mass Transit District for such assistance for fiscal year 2021.

Section 3. That the Chairman of the Madison County Mass Transit District is hereby authorized to provide such information and file such documents as may be required to perform the Agreement and to request and receive the grant funding for fiscal year 2021.

Section 4. That while participating in said operating assistance program the Madison County Mass Transit District shall provide all required local matching funds.

PRESENTED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Attest)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

PART TWO ATTACHMENT 3  
 STATE OF ILLINOIS  
 DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (30 ILCS 580/1 et seq.). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

Grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.

(2) Specifying the actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(A) abide by the terms of the statement; and

(B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;

(2) the Grantee's policy of maintaining a drug free workplace;

(3) any available drug counseling, rehabilitation, and employee assistance programs; and

(4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.

(d) Notifying the Grantor within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free

Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Accepted on behalf of Madison County Mass Transit District

Signature of Authorized Representative: \_\_\_\_\_

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



**PART THREE - THE PROJECT-SPECIFIC TERMS**

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this project:

**PART THREE – THE PROJECT-SPECIFIC TERMS****DEFINITIONS**

30.1. As used in this Agreement:

"AICPA" means the American Institute of Certified Public Accountants.

"FTA" means the Federal Transit Administration of the United States Department of Transportation, or its successor

"OMB" means the U.S. Office of Management and Budget.

**PROJECT SCOPE**

31.1. Grantee agrees to provide the public transportation services described in its final approved application and program of proposed expenditures ("POPE") approved by the Grantor, and in accordance with the Act, the Rules, the Standard Forms and all other applicable laws and regulations. Grantee shall not reduce, terminate, or substantially change such public transportation services or increase fares without prior written notification to the Grantor.

**PROJECT BUDGET**

32.1. The Uniform Budget is attached as Part Three, Attachment 2.

32.2. Under the Act, the Grantor enters into this Grant Agreement to implement Grantee's approved program of expenditures, within the following condition:

(a) The Grantee shall be paid under this Agreement sixty-five percent (65%) of Grantee's eligible operating expenses incurred during fiscal year 2021, up to the corresponding identical or minimally different appropriation amount provided by the appropriation legislation for fiscal year 2021, as per 30 ILCS 740/2-7(b-10) and 30 ILCS 740/2 3(d), as long as there are sufficient funds transferred into the Downstate Public Transportation Fund (30 ILCS 740/2-7 (b)), and provided that the amount paid under this Agreement together with any operating assistance received by the Grantee from any other state or local agency for fiscal year 2021 does not exceed Grantee's actual operating deficit for that year.

32.3. The Grantor has approved and agrees to make a grant in the estimated amount of \$25,797,200.00, subject to the limitations set forth above, the Act and Illinois Administrative Code Title 92, Chapter I, Subchapter h, Part 653.

32.4. In the event that a Grantee receives an amount in excess of the amount provided to be paid to the Grantee above, or the combined state and local operating assistance grants for fiscal year 2021 exceed Grantee's actual operating deficit for that year, Grantee agrees to remit to the State any excess funds received. For purposes of this Agreement, the term "operating deficit" shall have the following meaning set forth in Section 2-2.03 of the Act (30 ILCS 740/2-2.03): "the amount by which eligible operating expenses exceed revenue from fares, reduced fare reimbursements, rental of properties, advertising, and any other amounts collected and received by a provider of public transportation, which, under standard accounting practices, are properly classified as operating revenue or operating income attributable to providing public transportation and revenue from any federal financial assistance received by the participant to defray operating expenses or deficits. For purposes of determining operating deficits, local effort from local taxes or

its equivalent shall not be included as operating revenue or operating income."

32.5. Grantee agrees to commit the necessary local funding to cover costs incurred in providing public transportation which are not reimbursed under this Agreement or by other federal, state or local assistance programs.

#### PAYMENT PROCEDURES

33.1. The Grantor shall process up to a total of five payments, comprising of a combination of advance, reimbursement or reconciling payments, to Grantee upon the timely receipt of quarterly expense and revenue submitted on the Grantor's prescribed forms. Payments will be processed upon the Grantor determining if and to what extent the request is for eligible operating expenses incurred in conformity with Grantee's approved application and the Act.

(a) Grantees shall have the flexibility to request: an advance based on its estimated quarterly expense and revenue, up to the date the actual expense and revenue for that quarter is required to be filed with the Grantor; or

(b) a reimbursement for actual quarterly expense and revenue incurred; or

(c) a combination of both.

33.2. Advance payments may not be processed by the Grantor, or dated by the Grantee, earlier than thirty days prior to the start of the quarter for which the advance is requested. No payments will be made until the State's annual budget has been passed, and grant contracts are fully executed by both the Grantor and the Grantee and filed with the Office of the Comptroller.

33.3. Grantee shall file actual expense and revenue incurred in the 1st, 2nd, 3rd and 4th quarters by December 1, March 1, May 1, and August 1, respectively.

33.4. The Grantee shall adjust payment requests to reflect all previous quarter actual expense and revenue not reflected in previous payment requests.

33.5. Grantee agrees that payment shall not constitute a final determination by the Grantor of the eligibility of such expense and shall not constitute a waiver of any violation of the terms of this Agreement. The Grantor reserves the right to offset any payment to satisfy any monetary claims that the Grantor may have outstanding against Grantee.

#### ELIGIBLE OPERATING EXPENSES

34.1. Eligible operating expenses include, but are not limited to the following:

(a) employee wages and benefits;

(b) materials, fuels and supplies;

(c) rental of facilities;

(d) taxes other than income taxes;

(e) payment for debt service (including principal and interest) on equipment or facilities owned by Grantee, to the degree that the Grantee's governing board, through resolution, certifies that the public transportation

portion of the equipment or facilities is required for the day-to-day provision of public transportation within the next 24 months, provided that, in undertaking and administering the acquisition and ownership of the equipment and facilities, the Grantee complies with the Grantor's most current "Capital Grants Manual" and "Supplemental Operating Assistance Guidelines";

(f) non-rolling stock-equipment purchases that are less than \$10,000;

(g) administrative costs (i.e., costs incurred in capital grant record keeping, grant management, and the preparation of status reports required by the Department under its capital grant program) associated with capital projects which are not reimbursed elsewhere;

(h) routine maintenance and repairs to buildings, equipment or vehicles that do not extend their useful life for replacement eligibility purposes;

(i) reasonable expenses and compensation for Grantee's board members or trustees as provided under the Local Mass Transit district Act (70 ILCS 3610/4);

(j) established reserves for self-insurance programs;

(k) the costs associated with the audit requirements set forth in Section 653.410 of the Rules;

(l) Eighty percent of the dues paid by the applicant to the Illinois Public Transportation Association and 90% of the dues paid by the applicant to the American Public Transportation Association or the Community Transportation Association of America; and

(m) any other expenditure that an independent auditor retained by the Grantee's governing board determines is required for the provision of public transportation according to the most current version of AICPA's generally accepted standard accounting principles for public transportation operations.

#### INELIGIBLE OPERATING EXPENSES

35.1. Ineligible operating expenses include, but are not limited to, the following:

(a) depreciation, whether funded or unfunded;

(b) amortization of any intangible assets;

(c) debt service on capital assets acquired with the assistance of capital grant funds provided by the State;

(d) profit or return on investments;

(e) excessive payments to associated entities;

(f) expenses associated with the Workforce Investment Act (29 USC Chapter 30), or its successor;

(g) costs reimbursed under Section 5303, 5304, and 5305 of the Federal Mass Transit Act (49 USC 53)

(h) travel and entertainment expenses incurred in attending non-public transportation-related activities;

(i) charter, school bus and sightseeing expenses as defined by the FTA;

- (j) fines and penalties;
- (k) charitable donations;
- (l) interest expense on long-term borrowing and debt retirement other than on that portion of publicly-owned equipment and facilities required for public transportation;
- (m) income taxes;
- (n) that portion of any eligible operating expense for which the Grantee has or will receive reimbursement from any other federal or State capital grant program absent a specific federal or State directive allowing the capital expense to be treated as an operating expense;
- (o) expenses associated with compliance with OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations);
- (p) expenses for freight haulage provided by Grantee;
- (q) any expense that is reimbursed from insurance proceeds;
- (r) maintenance or operation of vehicles that are not used by a Grantee or its contractors for public transportation or to support public transportation operations; and
- (s) any other expense determined by the Grantor to be inconsistent with federal regulations or requirements.

#### PROJECT CLOSEOUT

36.1. Upon the Grantor's receipt of the Grantee's independent audit report of the Project, the Grantor shall perform a review of the Grantee's independent audit to determine whether to approve the independent audit. Once the Grantee's independent audit has been approved by the Grantor, the Grantor shall determine the eligibility of costs incurred and shall make a final determination of amounts due to the Grantee under this Agreement. If the Grantor has made payment to the Grantee in excess of the final total amount determined by the Grantor-approved independent audit to be due the Grantee, the Grantee shall promptly remit such excess to the Grantor.

36.2. At the discretion of the Grantor, several years of audit reconciliation balances may be combined to allow for one payment to reconcile minor annual reconciliation balances. The Project close-out occurs when the Grantor notifies the Grantee that the Project is closed-out and forwards the final Grant payment, as determined by the Grantor-approved independent audit to the Grantee, or when an appropriate refund of Grant funds, as determined by the Grantor-approved independent audit, has been received from the Grantee and acknowledged by the Grantor. Close-out shall be subject to any continuing obligations imposed on the Grantee by this Agreement or contained in the final notification or acknowledgment from the Grantor.

36.3. Payment issues, audit issues or any other matters pertaining to the grant may not be subsequently raised and are forever settled upon Project closeout.

## SCHOOL BUS OPERATIONS

37.1. Pursuant to 20 ILCS 2705/2705-605(f), Grantee agrees not to engage in school bus operations exclusively for the transportation of students and school bus personnel 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. However, this requirement shall not apply if Grantee operates a school system in the locality and operates a separate and exclusive school bus program for the school system. Grantee's certification regarding school bus operations is signed and attached to this Agreement as Part Three Attachment 1.

## ETHANOL GASOLINE

38.1. Pursuant to the Downstate Public Transportation Act (30 ILCS 740/2-15.1), Grantee hereby certifies that all gasoline burning motor vehicles operated under its jurisdiction use, if capable, fuel containing ethanol gasoline.

## NO WAIVER

39.1. No failure of Grantee to assert any right or remedy hereunder will act as a waiver of its right to assert such right or remedy at a later time or constitute a course of business upon which Grantor may rely for the purpose of denial of such a right or remedy to Grantee.

## GRANTEE'S RESERVATION OF RIGHTS

40.1. This contract is executed by Grantee with a reservation of rights to contest provisions inconsistent with the enabling legislation, Downstate Public Transportation Act (30 ILCS 740) and the Illinois Constitution.

## FAILURE TO APPROPRIATE FUNDS

41.1. This Agreement, notwithstanding anything to the contrary set forth herein, is subject to Section 2-3(d) of the Downstate Public Transportation Act (30 ILCS 740/2-3(d)).

PART THREE ATTACHMENT 1

CERTIFICATION BY GRANTEE NOT TO ENGAGE  
IN SCHOOL BUS OPERATIONS

Pursuant to Section 49.19(6) of the Civil Administrative Code of Illinois (20 ILCS 2705/49.19(b), as a condition of receiving grant monies from the Illinois Department of Transportation, the Grantee certifies that it is not engaged in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are available to provide adequate transportation at reasonable rates in conformance with applicable safety standards.

If the Grantee does engage in school bus operations exclusively for the transportation of students and school bus personnel as described above, then the Grantee certifies that it operates a school system in the area to be served and operates a separate and exclusive school bus program for the school system.

The Grantee further agrees and certifies that it shall immediately notify the Grantor in writing of its involvement in or its intention to become involved in any school bus operation prohibited by Section 49.19(6) of the Civil Administrative Code of Illinois after the date of this certification.

Accepted on behalf of Madison County Mass Transit District

Signature of Authorized Representative \_\_\_\_\_

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

PART THREE ATTACHMENT 2

UNIFORM BUDGET



## State of Illinois UNIFORM GRANT BUDGET TEMPLATE

State Agency: Illinois Department of Transportation

Organization Name: Madison County Mass Transit District

Notice of Funding Opportunity (NOFO) Number: 2049480114101

Data Universal Number System (DUNS) Number (enter numbers only): 131055548

Catalog of State Financial Assistance (CSFA) Number: 494-80-1141

CSFA Short Description: Transit Downstate Operating Assistance

### Section A: State of Illinois Funds:

Fiscal Year: 2021

<b><u>REVENUES</u></b>			<b><u>Total Revenue</u></b>
State of Illinois Grant Requested			<b>\$25,797,200.00</b>
<b><u>Budget Expenditure Categories</u></b>	<b><u>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</u></b>		<b><u>Total Expenditures</u></b>
1. Personnel (Salary and Wages)	200.430	\$	<b>\$10,576,085.00</b>
2. Fringe Benefits	200.431	\$	\$5,387,265.00
3. Travel	200.474	\$	\$20,800.00
4. Equipment	200.439	\$	\$0.00
5. Supplies	200.94	\$	\$6,221,150.00
6. Contractual Services and Subawards	200.318 & 200.92	\$	\$1,678,950.00
7. Consultant (Professional Service)	200.459	\$	\$0.00
8. Construction		\$	\$0.00
9. Occupancy (Rent and Utilities)	200.465	\$	\$356,200.00
10. Research and Development (R&D)	200.87	\$	\$0.00
11. Telecommunications		\$	\$0.00
12. Training and Education	200.472	\$	\$0.00
13. Direct Administrative Costs	200.413 (c)	\$	\$0.00
14. Miscellaneous Costs		\$	\$181,350.00
15. A. Grant Exclusive Line Item(s)		\$	\$1,365,650.00
15. B. Grant Exclusive Line Item(s)		\$	\$9,750.00
15. C. Grant Exclusive Line Item(s)			\$0.00
16. Total Direct Costs (add lines 1-15)	200.413	\$	\$25,797,200.00
17. Total Indirect Costs	200.414	\$	\$0.00
Rate %:		\$	
Base:			
18. Total Costs State Grant Funds (Lines 16 and 17) <b><u>MUST EQUAL REVENUE TOTALS ABOVE</u></b>			\$25,797,200.00

Instructions  
found at end  
of document.





**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

Organization Name: Madison County Mass Transit District

NOFO Number: 2049480114101

**SECTION A - Continued - Indirect Cost Rate Information**

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options

1. Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. **NOTE: (If this option is selected, please, provide basic Negotiated Indirect Cost Rate Agreement in area designated below.)**

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;
- b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
- c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity for Restricted Rate Programs).

2a. Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year [2 CFR 200, Appendix IV(C)(2)(c)]. **NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below.)**

2b. Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than three (3) months after the effective date of the State award [2 CFR 200 Appendix (C)(2)(b)]. The initial ICRP will be sent to the State of Illinois Indirect Cost unit. **Note: (Check with you State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated.)**

3. Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State or Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards [2 CFR 200.414 (C)(4)(f) and 200.68.] **[Note: Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.]**

4. For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:

- is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
- complies with other statutory policies.

The Restricted Indirect Cost Rate is: \_\_\_\_\_ %

5. No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements.)

**Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)**

Period Covered by NICRA: From: \_\_\_ To: \_\_\_ Approving Federal or State Agency: \_\_\_\_\_

Indirect Cost Rate: \_\_\_% The Distribution Base Is: \_\_\_\_\_



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

Organization Name: Madison County Mass Transit District

NOFO Number: 2049480114101

**Section B: Non-State of Illinois Funds**

Fiscal Year: 2021

<u>REVENUES</u>			<u>Total Revenue</u>
Grantee Match Requirement %: 35%			
b) Cash		\$	\$13,890,800.00
c) Non-Cash		\$	
d) other Funding and Contributions		\$	
Total Non-State Funds (lined b through d)		\$	\$13,890,800.00
<u>Budget Expenditure Categories</u>	<u>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</u>		<u>Total Expenditures</u>
1. Personnel (Salaries and Wages)	200.430	\$	\$5,694,815.00
2. Fringe Benefits	200.431	\$	\$2,900,835.00
3. Travel	200.474	\$	\$11,200.00
4. Equipment	200.439	\$	\$0.00
5. Supplies	200.94	\$	\$3,349,850.00
6. Contractual Services and Subawards	200.318 & 200.92	\$	\$904,050.00
7. Consultant (Professional Services)	200.459	\$	\$0.00
8. Construction		\$	\$0.00
9. Occupancy (Rent and Utilities)	200.465	\$	\$191,800.00
10. Research and Development (R&D)	200.87	\$	\$0.00
11. Telecommunications		\$	\$0.00
12. Training and Education	200.472	\$	\$0.00
13. Direct Administrative Costs	200.413 (c)	\$	\$0.00
14. Miscellaneous Costs		\$	\$97,650.00
15. A. Grant Exclusive Line Item(s)		\$	\$735,350.00
15. B. Grant Exclusive Line Item(s)		\$	\$5,250.00
15. C. Grant Exclusive Line Item(s)			\$0.00
16. Total Direct Costs (add lines 1-15)	200.413	\$	\$13,890,800.00
17. Total indirect Costs	200.414	\$	\$0.00
Rate %:			
Base:			
18. Total Costs State Grant Funds (Lines 16 and 17) <b><u>MUST EQUAL REVENUE TOTALS ABOVE</u></b>		\$	\$13,890,800.00



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

Organization Name: Madison County Mass Transit District Notice of Funding Opportunity (NOFO) Number: 2049480114101

Data Universal Number System (DUNS) Number (enter numbers only): 131055548

Catalog of State Financial Assistance (CSFA) Number: 494-80-1141 CSFA Short Description: Transit Downstate Operating Assistance Program DOAP)

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Madison County Mass Transit District

Madison County Mass Transit District

Institution/Organization Name:

Institution/Organization Name:

Director of Accounting

Interim Managing Director

Title (Chief Financial Officer or equivalent):

Title (Executive Director or equivalent):

Michelle Domer

Steven Morrison

Printed Name (Chief Financial Officer or equivalent):

Printed Name (Executive Director or equivalent):

*Michelle Domer*

*Steven Morrison*

Signature (Chief Financial Officer or equivalent):

Signature (Executive Director or equivalent):

Date of Execution (Chief Financial Officer):

Date of Execution (Executive Director):

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter onto contractual agreements on the behalf of the organization.





**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

**1). Personnel (Salaries and Wages) (2 CFR 200.430)**

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Personnel Cost
Operations	Operations	\$1,097,200.00	Yr	100.00	1.00	\$1,097,200.00
Maintenance	Maintenance	\$1,619,085.00	Yr	100.00	1.00	\$1,619,085.00
Administration	Administration	\$1,613,950.00	Yr	100.00	1.00	\$1,613,950.00
Drivers - Full Time	Drivers - Full Time	\$4,539,600.00	Yr	100.00	1.00	\$4,539,600.00
Drivers - Part Time	Drivers - Part Time	\$1,706,250.00	Yr	100.00%	1.00	\$1,706,250.00
State Total						\$10,576,085.00
Operations	Operations	\$590,800.00	Yr	100.00	1.00	\$590,800.00
Maintenance	Maintenance	\$871,815.00	Yr	100.00	1.00	\$871,815.00
Administration	Administration	\$869,050.00	Yr	100.00	1.00	\$869,050.00
Drivers - Full Time	Drivers - Full Time	\$2,444,400.00	Yr	100.00	1.00	\$2,444,400.00
Drivers - Part Time	Drivers - Part Time	\$918,750.00	Yr	100.00%	1.00	\$918,750.00
NON-State Total						\$5,694,815.00
Total Personnel						\$16,270,900.00

**Personnel Narrative (State):**

Operators' Salaries and Wages: The documented labor of employees of the transit system who are classified as revenue vehicle operators or crew workers.  
 Other Salaries and Wages will consist of all/some of the following:  
 Training Salaries and Wages: The documented labor of employees of the transit system who are on temporary probation status while undergoing training for an administrative, operating, or maintenance position with the transit system



**State of Illinois**  
**UNIFORM GRANT BUDGET TEMPLATE**

Dispatchers' Salaries and Wages: The documented labor of employees of the transit system who are classified as vehicle dispatchers.  
Administrative Salaries and Wages: The documented labor of employees of the transit system who are classified as administrative (e.g. managers, bookkeeper).

Personnel Narrative (Non-State): (i.e. "Match" or "Other Funding")

Match Funding



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

**2). Fringe Benefits (2 CFR 200.431)**

Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the fringe benefit rate used and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

Name	Position(s)	Base	Rate (%)	Fringe Benefit Cost
ACT: FICA	ALL	883350.00	100.00	\$883,350.00
ACT: Pension Plans	ALL	550550.00	100.00	\$550,550.00
ACT: Hospital, Medical and Su	All	1805700.00	100.00	\$1,805,700.00
ACT: Dental Plans	All	62400.00	100.00	\$62,400.00
ACT: Life Insurance Plans	All	57850.00	100.00	\$57,850.00
ACT: Unemployment Insurance	All	50050.00	100.00	\$50,050.00
ACT: Workers Compensation Ins	All	571350.00	100.00	\$571,350.00
ACT: Other Fringe Benefits	All	1406015.00	100.00%	\$1,406,015.00
<b>State Total</b>				<b>\$5,387,265.00</b>
ACT: FICA	All	475650.00	100.00	\$475,650.00
ACT: Pension Plans	All	296450.00	100.00	\$296,450.00
ACT: Hospital, Medical and Su	All	972300.00	100.00	\$972,300.00
ACT: Dental Plans	All	33600.00	100.00	\$33,600.00
ACT: Life Insurance Plans	All	31150.00	100.00	\$31,150.00
ACT: Unemployment Insurance	All	26950.00	100.00	\$26,950.00



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ACT: Workers Compensation Ins	All	307650.00	100.00	\$307,650.00
ACT: Other Fringe Benefits	All	757085.00	100.00%	\$757,085.00
Non-State Total				\$2,900,835.00
Total Fringe Benefits				\$8,288,100.00

Fringe Benefits Narrative (State):

FICA: Payments or accruals to the federal social security or railroad retirement fund required to be made by the employer on behalf of the employee.

Pension Plans (including long-term disability insurance): Payments or accruals to pension funds required to be made by the employer on behalf of the employee under the terms of pension plans.

Hospital, Medical and Surgical Plans: Payments or accruals to insurance companies required to be made by the employer on behalf of the employee under the terms of group health insurance plans.

Dental Plans: Payments or accruals to insurance companies required to be made by the employer on behalf of the employee under the terms of group dental insurance plans.

Life Insurance Plans: Payments or accruals to insurance companies required to be made by the employer on behalf of the employee under terms of group or individual life insurance policies wherein the employee is the beneficiary.

Short Term Disability Insurance Plans: Payments or accruals to insurance companies required to be made by the employer on behalf of the employee under terms of group short term disability insurance plans.

Unemployment Insurance: Payments or accruals to state and federal agencies required to be made by the employer on behalf of the employee to provide employee continued compensation for the employee for a period of time in the event the employee is laid off.

Worker's Compensation Insurance of Federal Employee's Liability Act Contribution: Payments or accruals to insurance companies to indemnify the transit system against statutory damages arising from injuries or death to employees while in the employ of the transit system; or payments or accruals to or for employees for uninsured losses for statutory damages arising from injuries or death to employees while in the employ of the transit system.

Uniform and Work Clothing Allowances: Payments or accruals to employees to offset the cost of uniforms or work clothing the employee must wear when engaged in his/her occupation. The cost of uniforms and work clothing provided to employees for their wear while engaged in their occupation.

Other Fringe Benefits can include all/some of the following:

Sick Leave: Payments or accruals to employees for periods of time when absent from work due to personal or family illness.

Holiday: Payments or accruals to employees for periods of time when absent from work due to recognized holidays

Vacation: Payments or accruals to employees for periods of time when absent from work due to vacation earned and taken. Payments or accruals to employees for vacation time earned, but paid off rather than taken

Other Paid Absence: Payments or accruals to employees for periods of time when absent from -work due to military duty, jury duty, death in the family, etc.

Fringe Benefits Narrative (Non-State): (i.e. "Match" or "Other Funding")

Match Funding





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**3). Travel (2 CFR 200.474)**

Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. NOTE: Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the consultant category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "Miscellaneous" category.

Purpose of Travel/Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Travel Cost
ACT: Conferences and Meetings	Location to be determined	\$1,300.00	Yr	1	10	\$13,000.00
MCT: Conferences and Meetings	Location to be determined	\$780.00	Yr	1	10	\$7,800.00
					State Total	\$20,800.00
ACT: Conferences and Meetings	Location to be determined	\$700.00	Yr	1	10	\$7,000.00
MCT: Conferences and Meetings	Location to be determined	\$420.00	Yr	1	10	\$4,200.00
					NON-State Total	\$11,200.00
					Total Travel	\$32,000.00
Travel Narrative (State):						
Fares and allowances for transportation of transit system employees and related officials of airplanes, trains, etc. Expenses for food and lodging charges for participation in industry conferences other related business meeting expenses						
Travel Narrative (Non-State): (i.e..e "Match" of "Other Funding)						
Match Funds						



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**4). Equipment (2 CFR 200.439)**

Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than \$5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Quantity	Cost Per Item	Equipment Cost
NA	NA	NA	NA
State Total			\$0.00
NA	NA	NA	NA
Non-State Total			\$0.00
Total Equipment			\$0.00

**Equipment Narrative (State):**

A nonrecurring expenditure for either real or personal property having an initial acquisition cost greater than \$300; or any approved expenditure for physical facilities such as land acquisition, construction, major alterations, and landscaping; fixed equipment or systems; revenue and non-revenue rolling stock and any related costs of an approved capital acquisition program -- which can be classified under FTA guidelines, IDOT guidelines, or standard accounting practices as a capital asset.

**Equipment Narrative (Non-State): (i.e. "Match" or "Other Funding")**

Matching Funds



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**5). Supplies (2 CFR 200.94)**

List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Item	Quantity/Duration	Cost Per Item	Supplies Cost
ACT: Fuel and Lubricants	1	\$194,350.00	\$194,350.00
MCT: Fuel and Lubricants	1	\$4,144,400.00	\$4,144,400.00
MCT: Tires and Tubes	1	\$305,500.00	\$305,500.00
ACT: Other Materials and Supp	1	\$1,517,750.00	\$1,517,750.00
MCT: Other Materials and Supp	1	\$59,150.00	\$59,150.00
<b>State Total</b>			\$6,221,150.00
ACT: Fuel and Lubricants	1	\$104,650.00	\$104,650.00
MCT: Fuel and Lubricants	1	\$2,231,600.00	\$2,231,600.00
MCT: Tires and Tubes	1	\$164,500.00	\$164,500.00
ACT: Other Materials and Supp	1	\$817,250.00	\$817,250.00
MCT: Other Materials and Supp	1	\$31,850.00	\$31,850.00
<b>Non-State Total</b>			\$3,349,850.00
<b>Total Supplies</b>			\$9,571,000.00

**Supplies Narrative (State):**

Fuel and Lubricants Consumed: Costs of gasoline, diesel fuel, propane, lubricating oil, transmission fluid, grease, etc., for use in vehicles.  
 Tires and Tubes consumed: Lease payments for tires and tubes rented on a time period or mileage basis. Cost of tires and tubes purchased for replacement of tires and tubes on vehicles. Cost for tire repair.



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Other Materials and Supplies Consumed: Cost of materials and supplies purchased for immediate consumption, such as vehicle maintenance, parts, cleaning supplies, and eligible office materials.

Supplies Narrative (Non-State): (i.e. "Match" or "Other Funding")

Matching Funds



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**6). Contractual Services (2 CFR 200.318) & Subawards (200.92)**

Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole contracts in excess of \$150,000 (See 2 CFR 200.88). NOTE : this budget category may include **subawards**. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

**Please also note the differences between subaward, contract, and contractor (vendor):**

- 1) Subaward (200.92) means an award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
- 2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
- 3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides supplies, expendable materials, or data processing services in support of the project activities.

Item	Contractual Services Cost
ACT: Purchased Transportation	\$650.00
MCT: Purchased Transportation	\$48,750.00
ACT: Professional and Technic	\$309,400.00
MCT: Professional and Technic	\$220,350.00
ACT: Temporary Services	\$32,500.00
ACT: Contract Maintenance	\$772,200.00
MCT: Contract Maintenance	\$223,600.00
ACT: Advertising Services	\$22,750.00
ACT: Advertising/Promotional M	\$44,850.00
MCT: Advertising/Promotional M	\$3,900.00
State Total	\$1,678,950.00



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ACT: Purchased Transportation	\$350.00
MCT: Purchased Transportation	\$26,250.00
ACT: Professional and Technic	\$166,600.00
MCT: Professional and Technic	\$118,650.00
ACT: Temporary Services	\$17,500.00
ACT: Contract Maintenance	\$415,800.00
MCT: Contract Maintenance	\$120,400.00
ACT: Advertising Services	\$12,250.00
ACT: Advertising/Promotional M	\$24,150.00
MCT: Advertising/Promotional M	\$2,100.00
<b>Non-State Total</b>	<b>\$904,050.00</b>
<b>Total Contractual Services</b>	<b>\$2,583,000.00</b>

**Contractual Services Narrative (State):**

**Purchased Transportation Service:** Purchase of transportation services from a publicly owned transportation provider or a privately owned transportation provider. This category also includes user-side subsidies, a purchase of service contract in which the passenger (user) pays for a portion of the full fares. Purchased transportation includes the reimbursements to volunteers for mileage on personal vehicles for public transportation if used to transport passengers.

**Management Services Fees:** The labor and services provided by a management service company (MSC) engaged to provide operating management to the transit system. This category covers both the continuing labor and services of MSC personnel devoted full. Time to the transit system and the occasional consulting and special purpose studies provided by MSC. .

**Advertising Services Fees:** The labor and materials provided by an advertising agency in the development and production of advertising campaigns. Advertising media fees, regardless of whether they are paid to the advertising agency or direct to the media.

**Professional and Technical Services:** The labor and services provided by attorneys, accountants and auditors, investment bankers, computer service companies, engineering firms, management consultants, transit industry consultants, medical facilities for required testing, etc. These services generally require specialized technical knowledge and are usually performed under the supervision of the outside organization, rather than transit system personnel.

**Temporary Service Helps:** The labor of persons who are not employees of the transit system, but who work for a temporary period in the capacity of a transit system employee under the supervision of transit system personnel. These people are normally obtained to perform general clerical duties (employment services, etc.).

**Contract Maintenance Services:** The maintenance of the plant and equipment under contract or on a single job basis with an outside organization. This category is differentiated from "Professional and Technical Services," 503.03, in that the services offered are basically of a repair or maintenance nature, such as for an oil change or for an administrative -office machine maintenance contract.

**Custodial Services:** The performance of janitorial services, under contract or on a single job basis with an outside organization.



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Security Services: The patrolling of vehicles, stations, yards and buildings to detect and prevent criminal activity, fires, unsafe conditions, etc., such patrolling being performed by an outside security agency rather than by transit system employees.

Other Services: For purposes of the standard reporting form, include in "Other Services" all costs for services except for advertising fees.

Advertising/Promotion Media: Advertising media fees and expenses, regardless of whether they are paid to an advertising agency or direct to the media. The labor and materials provided by an advertising agency in the development and production of advertising campaigns is included

Contractual Services Narrative (Non-State): (i.e. "Match" or "Other Funding")

Matching Funds



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**7). Consultant Services and Expenses (2 CFR 200.459)**

**Consultant Services (Fees):** For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project.  
**Consultant Expenses:** List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.) Consultant-- Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions Policy is used.

Consultant Services (Fees)	Services Provided	Fee	Basis	Quantity	Consultant Services (Fee) Cost
NA	NA	NA	NA	NA	NA
State Total					\$0.00
NA	NA	NA	NA	NA	NA
NON-State Total					\$0.00
Total Consultant Services (Fees)					\$0.00

**Consultant Services Narrative (State):**

Because of the technical nature of the CVP program, IDOT hires consultants to assist with various aspects of the program. The following technical assistance activities are tasked to the consultant:  
 vehicle specification development;  
 federal pre-award and post-delivery audit compliance;  
 vehicle inspections during manufacturing; and  
 assistance to subrecipients with vehicle problem or fleet wide defects.

**Consultant Services Narrative (Non-State):**

Matching Funds

Consultant Expenses - Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Consultant Expenses Cost
NA	NA	NA	NA	NA	NA	NA
State Total						\$0.00
NA	NA	NA	NA	NA	NA	NA
NON-State Total						\$0.00
Total Consultant Expenses						\$0.00





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Consultant Expenses Narrative (State):

Consultant Expenses Narrative (Non-State): (i.e. "Match" or "Other Funding")



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**8). Construction**

Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable unless with prior written approval. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

Purpose	Description of Work	Construction Cost
NA	NA	NA
State Total		\$0.00
NA	NA	NA
Non-State Total		\$0.00
Total Construction		\$0.00
Construction Narrative (State):  Not applicable to this program		
Construction Narrative (Non-State): (i.e. "Match" or "Other Funding")		



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**9). Occupancy - Rent and Utilities (2 CFR 200.465)**

List items and descriptions by major type and the basis of the computation. Explain how rental and utility expenses are allocated for distribution as an expense to the program/service. For example, provide the square footage and the cost per square foot rent and utility, and provide a monthly rental and utility cost and how many months to rent. **NOTE:** This budgetary line item is to be used for direct program rent and utilities, all other indirect or administrative occupancy costs should be listed in the indirect expense section of the Budget worksheet and narrative. Maintenance and repair costs may be included here if directly allocated to program.

Description	Quantity	Basis	Cost	Length of Time	Occupancy Cost
ACT: Utilities	1	Yr	\$3,900.00	1.00	\$3,900.00
MCT: Utilities	1	Yr	\$219,700.00	1.00	\$219,700.00
ACT: Telephone Services	1	Yr	\$132,600.00	1.00	\$132,600.00
State Total					\$356,200.00
ACT: Utilities	1	Yr	\$2,100.00	1.00	\$2,100.00
MCT: Utilities	1	Yr	\$118,300.00	1.00	\$118,300.00
ACT: Telephone Services	1	Yr	\$71,400.00	1.00	\$71,400.00
NON-State Total					\$191,800.00
Total Occupancy - Rent and Utilities					\$548,000.00

Occupancy - Rent and Utilities Narrative (State):  
 Utilities Propulsion Power - The electrical power purchased from an outside utility company and used for propelling electrically driven vehicles.  
 Utilities – Other: The electrical power purchased from an outside utility company and used for all purposes, except telephone and propelling electrically drivers vehicles.  
 Telephone service purchased from the telephone company, including long distance and leased lines. Does not include yellow pages advertising.'

Occupancy - Rent and Utilities Narrative (Non-State): (i.e. "Match" or "Other Funding")  
 Matching Funds



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**10). Research & Development (R&D) (2 CFR 200.87)**

**Definition:** All research activities, both basic and applied, and all development activities that are performed by non-Federal entities directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. Provide a description of the research and development project and an estimate of the costs. Consult with the program office before budgeting funds in this category.

Purpose	Description of Work	Construction Cost
NA	NA	NA
State Total		\$0.00
NA	NA	NA
Non-State Total		\$0.00
Total Construction		\$0.00
Construction Narrative (State): Not applicable to this program		
Construction Narrative (Non-State): (i.e. "Match" or "Other Funding")		



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**11). Telecommunications**

List items and descriptions by major type and the basis of the computation. Explain how telecommunication expenses are allocated for distribution as an expense to the program/service. NOTE: This budgetary line item is to be used for direct program telecommunications, all other indirect or administrative telecommunication costs should be listed in the indirect expense section of the Budget worksheet and narrative.

Description	Quantity	Basis	Cost	Length of Time	Telecommunications Cost
NA	NA	NA	NA	NA	NA
State Total					\$0.00
NA	NA	NA	NA	NA	NA
NON-State Total					\$0.00
Total Telecommunications					\$0.00
Telecommunications Narrative (State):					
Telecommunications Narrative (Non-State): (i.e. "Match" or "Other Funding")					



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**12). Training and Education (2 CFR 200.472)**

Describe the training and education cost associated with employee development. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized below.

Description	Quantity	Basis	Cost	Length of Time	Training and Education Cost
NA	NA	NA	NA	NA	NA
State Total					\$0.00
NA	NA	NA	NA	NA	NA
NON-State Total					\$0.00
Total Training and Education					\$0.00

Training and Education Narrative (State):

Not applicable to this program

Training and Education Narrative (Non-State): (i.e. "Match" or "Other Funding")



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**13). Direct Administrative Costs (2 CFR 200.413 (c))**

The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a project or activity; (2) Individuals involved can be specifically identified with the project or activity; (3) Such costs are explicitly included in the budget or have the prior written approval of the State awarding agency; and (4) The costs are not also recovered as indirect costs.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Direct Administrative Cost
NA	NA	NA	NA	NA %	NA	NA
State Total						\$0.00
NA	NA	NA	NA	NA %	NA	NA
NON-State Total						\$0.00
Total Direct Administrative Costs						\$0.00
Direct Administrative Costs Narrative (State):						
Direct Administrative Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")						



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**14). Other or Miscellaneous Costs**

This category contains items not included in the previous categories. List items by type of material or nature of expense, break down costs by quantity and cost per unit if applicable, state the necessity of other costs for successful completion of the project and exclude unallowable costs (e.g.. Printing, Memberships & subscriptions, recruiting costs, etc.)

Description	Quantity	Basis	Cost	Length of Time	Other or Miscellaneous Cost
ACT: Dues and subscriptions	1	Yr	\$9,100.00	1.00	\$9,100.00
MCT: Dues and subscriptions	1	Yr	\$27,300.00	1.00	\$27,300.00
ACT: Other Miscellaneous	1	Yr	\$72,800.00	1.00	\$72,800.00
MCT: Other Miscellaneous	1	Yr	\$37,050.00	1.00	\$37,050.00
ACT: Leases and Rentals	1	Yr	\$35,100.00	1.00	\$35,100.00
<b>State Total</b>					\$181,350.00
ACT: Dues and subscriptions	1	Yr	\$4,900.00	1.00	\$4,900.00
MCT: Dues and subscriptions	1	Yr	\$14,700.00	1.00	\$14,700.00
ACT: Other Miscellaneous	1	Yr	\$39,200.00	1.00	\$39,200.00
MCT: Other Miscellaneous	1	Yr	\$19,950.00	1.00	\$19,950.00
ACT: Leases and Rentals	1	Yr	\$18,900.00	1.00	\$18,900.00
<b>NON-State Total</b>					\$97,650.00
<b>Total Other or Miscellaneous Costs</b>					\$279,000.00

**Other or Miscellaneous Costs Narrative (State):**

Dues and Subscriptions: Fees for membership in industry organizations subscriptions to eligible periodical publications  
 Other Miscellaneous - Miscellaneous expenses not elsewhere classified  
 Leases and Rentals include all/some of the following:  
 Transit Way and Transit Way Structures and Equipment: Leases and rentals of the physical facilities of the types listed below that are located





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along the routes where transit services are offered: land, roadway structures, (i.e. tunnels, bridges, elevated structures) and guideways (track and roadbed)

Passenger Stations: Leases and rentals of the physical facilities of the types listed below that are used for passenger stations and terminals.

Passenger Parking Facilities: Leases and rentals of the physical facilities of the types listed below that are used to provide parking space for the automobiles of transit patrons.

Passenger Revenue Vehicles: Leases and rentals of rolling stock used exclusively or predominately for providing passenger transit services.

Operating Yards or Stations: Leases and rentals of the physical facilities of the below listed types that are used for storing revenue vehicles and for dispatching trains/runs for revenue service

Maintenance Facilities: Leases and rentals of the physical facilities of the below listed types that are used as maintenance facilities for revenue vehicles

Data Processing Facilities: Leases and rentals of the physical facilities of the types listed below that are used for performing data processing services

Revenue Collection and Processing Facilities: Leases and rentals of the physical facilities of the types listed below that are used for collecting, counting, storing and transporting revenue collections

Other or Miscellaneous Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")

Matching Funds



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**15). A. GRANT EXCLUSIVE LINE ITEM**

Grant Exclusive Line Item Description: Casualty and Liability Costs

Costs directly related to the service or activity of the program that is an integral line item for budgetary purposes. To use this budgetary line item, an applicant must have Program approval. (Please cite reference per statute for unique costs directly related to the service or activity of the program). (Note: Use columns within table as needed for the item being reported. Leave blank those columns that are not applicable. This table does NOT auto-calculate each line. You must enter the line totals. The table will auto-calculate the State, Non-State, and Total Grant Exclusive Line Item amounts based on your line entries. The State, Non-State and Total Grant Exclusive Line Item amounts will NOT carry forward to the Budget Narrative Summary table. You will have to enter the State and Non-State Totals for ALL Grant Exclusive Line Items in the Budget Narrative Summary table. Use the "Add New Grant Exclusive Line Item" button below to add additional tables as needed.)

Description	Quantity	Basis	Cost	Length of Time	Grant Exclusive Line Item Cost
ACT: Casualty and Liability C	1	Yr	\$414,700.00	1.00	\$414,700.00
MCT: Casualty and Liability C	1	Yr	\$950,950.00	1.00	\$950,950.00
State Total					\$1,365,650.00
ACT: Casualty and Liability C	1	Yr	\$223,300.00	1.00	\$223,300.00
MCT: Casualty and Liability C	1	Yr	\$512,050.00	1.00	\$512,050.00
NON-State Total					\$735,350.00
Total Grant Exclusive Line Item					\$2,101,000.00

Grant Exclusive Line Item Narrative (State):

Casualty and Liability Costs can consist of some/all of the following:  
 Premiums for Physical Damage Insurance: Premiums applicable to an accounting period to insure the transit system from losses through damage to its own property caused by collision, fire, theft, flood, earthquake, etc.  
 Premiums for Public Liability and Property Damage Insurance: Premiums applicable to an accounting period to insure the transit system against loss from liability for its acts which cause damage to the person or property of others.  
 Payouts for Uninsured Public Liability and Property Damage Settlements: Payments or accruals of actual liability to others arising from culpable acts of the transit system and which are not covered by public liability insurance.  
 Provisions for Uninsured Public Liability and Property Damage Settlements: Periodic estimates of liability to others arising from culpable acts of the transit system that relate to the current or a prior reporting period and which are not covered by public liability insurance. This object class also includes lump sum payments not covered by public liability insurance  
 Recoveries of Public Liability and Property Damage Settlements: Payments or accruals of actual liability to others arising from culpable acts of the transit system



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and which are covered by public liability insurance.

Premiums for Other Corporate Insurance: Premiums applicable to an accounting period to insure the transit system from losses other than through damage to its property or liability for its culpable acts, e.g., fidelity bonds, business records insurance, etc.

Grant Exclusive Line Item Narrative (Non-State): (i.e. "Match" or "Other Funding")

Matching Funds



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**15). B. GRANT EXCLUSIVE LINE ITEM**

Grant Exclusive Line Item Description: Taxes and Fees

Costs directly related to the service or activity of the program that is an integral line item for budgetary purposes. To use this budgetary line item, an applicant must have Program approval. (Please cite reference per statute for unique costs directly related to the service or activity of the program). (Note: Use columns within table as needed for the item being reported. Leave blank those columns that are not applicable. This table does NOT auto-calculate each line. You must enter the line totals. The table will auto-calculate the State, Non-State, and Total Grant Exclusive Line Item amounts based on your line entries. The State, Non-State and Total Grant Exclusive Line Item amounts will NOT carry forward to the Budget Narrative Summary table. You will have to enter the State and Non-State Totals for ALL Grant Exclusive Line Items in the Budget Narrative Summary table. Use the "Add New Grant Exclusive Line Item" button below to add additional tables as needed.)

Description	Quantity	Basis	Cost	Length of Time	Grant Exclusive Line Item Cost
ACT: Taxes	1	Yr	\$9,750.00	1.00	\$9,750.00
State Total					\$9,750.00
ACT: Taxes	1	Yr	\$5,250.00	1.00	\$5,250.00
NON-State Total					\$5,250.00
Total Grant Exclusive Line Item					\$15,000.00

Grant Exclusive Line Item Narrative (State):

Taxes, Which can include all/some of the following:

Federal Income Tax: The tax levied by the federal government against the transit system based on the net income of the transit system.

State Income Tax: The tax levied by the state government against the transit system based on the net income of the transit system.

Property Tax: The tax levied by the state and/or local government against the transit system based on a valuation of the property owned by the transit system.

Vehicle Licensing and Registration Fees: The fees assessed by federal, state and local governments for granting authority to operate a motor vehicle.

Fuel and Lubricant Taxes: Sales and excise taxes incurred on purchase of fuel and lubricants.

Electric Power Taxes: Utility taxes incurred on purchases of electric power used for propelling electrically driven vehicles.

Grant Exclusive Line Item Narrative (Non-State): (i.e. "Match" or "Other Funding")

Matching Funds



**State of Illinois**  
**UNIFORM GRANT BUDGET TEMPLATE**

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**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

**15) C. GRANT EXCLUSIVE LINE ITEM**

Grant Exclusive Line Item Description: Debt Service (Urban DOAP Only) ~

Costs directly related to the service or activity of the program that is an integral line item for budgetary purposes. To use this budgetary line item, an applicant must have Program approval. (Please cite reference per statute for unique costs directly related to the service or activity of the program). (Note: Use columns within table as needed for the item being reported. Leave blank those columns that are not applicable. This table does NOT auto-calculate each line. You must enter the line totals. The table will auto-calculate the State, Non-State, and Total Grant Exclusive Line Item amounts based on your line entries. The State, Non-State and Total Grant Exclusive Line Item amounts will NOT carry forward to the Budget Narrative Summary table. You will have to enter the State and Non-State Totals for ALL Grant Exclusive Line Items in the Budget Narrative Summary table. Use the "Add New Grant Exclusive Line Item" button below to add additional tables as needed.)

Description	Quantity	Basis	Cost	Length of Time	Grant Exclusive Line Item Cost
NA	NA	NA	NA	NA	NA
State Total					\$0.00
NA	NA	NA	NA	NA	NA
NON-State Total					\$0.00
Total Grant Exclusive Line Item					\$0.00
Grant Exclusive Line Item Narrative (State):					
Grant Exclusive Line Item Narrative (Non-State): (i.e. "Match" or "Other Funding")					



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

**16). Indirect Cost (2 CFR 200.414)**

Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Description	Base	Rate	Indirect Cost
NA	NA	NA	NA
State Total			\$0
NA	NA	NA	NA
Non-State Total			\$0
Total Indirect Costs			\$0.00
Indirect Costs Narrative (State):			
Indirect Costs Narrative (Non-State):			



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

**Budget Narrative Summary**--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-14 and 16. The State and Non-State Total amounts from Table 15 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line Item table. Once the Grant Exclusive Line Item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

<b>Budget Category</b>	<b>State</b>	<b>Non-State</b>	<b>Total</b>
1. Personnel	\$10,576,085.00	\$5,694,815.00	\$16,270,900.00
2. Fringe Benefits	\$5,387,265.00	\$2,900,835.00	\$8,288,100.00
3. Travel	\$20,800.00	\$11,200.00	\$32,000.00
4. Equipment	\$0.00	\$0.00	\$0.00
5. Supplies	\$6,221,150.00	\$3,349,850.00	\$9,571,000.00
6. Contractual Services	\$1,678,950.00	\$904,050.00	\$2,583,000.00
7. Consultant (Professional Services)	\$0	\$0	\$0
8. Construction	\$0.00	\$0.00	\$0.00
9. Occupancy (Rent and Utilities)	\$356,200.00	\$191,800.00	\$548,000.00
10. Research and Development (R & D)	\$0.00	\$0.00	\$0.00
11. Telecommunications	\$0.00	\$0.00	\$0.00
12. Training and Education	\$0.00	\$0.00	\$0.00
13. Direct Administrative Costs	\$0.00	\$0.00	\$0.00
14. Other or Miscellaneous Costs	\$181,350.00	\$97,650.00	\$279,000.00
15. GRANT EXCLUSIVE LINE ITEM(S)	\$1,375,400.00	\$740,600.00	\$2,116,000.00
16. Indirect Costs	\$0	\$0	\$0.00
State Request	\$25,797,200		
Non-State Amount	\$13,890,800		
<b>TOTAL PROJECT COSTS</b>			\$39,688,000





**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

**For State Use Only**

Grantee: Madison County Mass Transit District

Data Universal Number System (DUNS) Number (enter numbers only): 131055548 Notice of Funding Opportunity (NOFO) Number: 2049480114101

Catalog of state Financial Assistance (CSFA) Number: 494-80-1141 CSFA Short Description: Transit Downstate Operating Assistance

Fiscal Year(s): 2021

Initial Budget Request Amount: \_\_\_\_\_

Prior Written Approval for Expense Line Item: \_\_\_\_\_

Statutory Limits or Restrictions: \_\_\_\_\_

Checklist: \_\_\_\_\_

Final Budget Amount **Approved:** \$39,688,000

<u>David Maziarz</u>	<i>David Maziarz</i>	<u>06/16/20</u>
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Program Approval Name	Program Approval Signature	Date
-----------------------	----------------------------	------

Fiscal & Administrative Approval Name	Fiscal & Administrative Approval Signature	Date
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**Budget Revision Approved:** \_\_\_\_\_

Program Approval Name	Program Approval Signature	Date
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Fiscal & Administrative Approval Signature	Fiscal & Administrative Approval Signature	Date
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**§200.308 Revision of budget and program plans**

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

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

**June 2020**

The following FOIA requests were received:

**6/23/20                      Ken Deloian, SmartProcure**

Purchasing records from 02/11/2020 to current. The specific information requested:

1. Purchase order number. If purchase orders are not used a comparable substitute is acceptable, i.e., invoice, encumbrance, or check number
2. Purchase date
3. Line item details (Detailed description of the purchase)
4. Line item quantity
5. Line item price
6. Vendor ID number, name, address, contact person and their email address

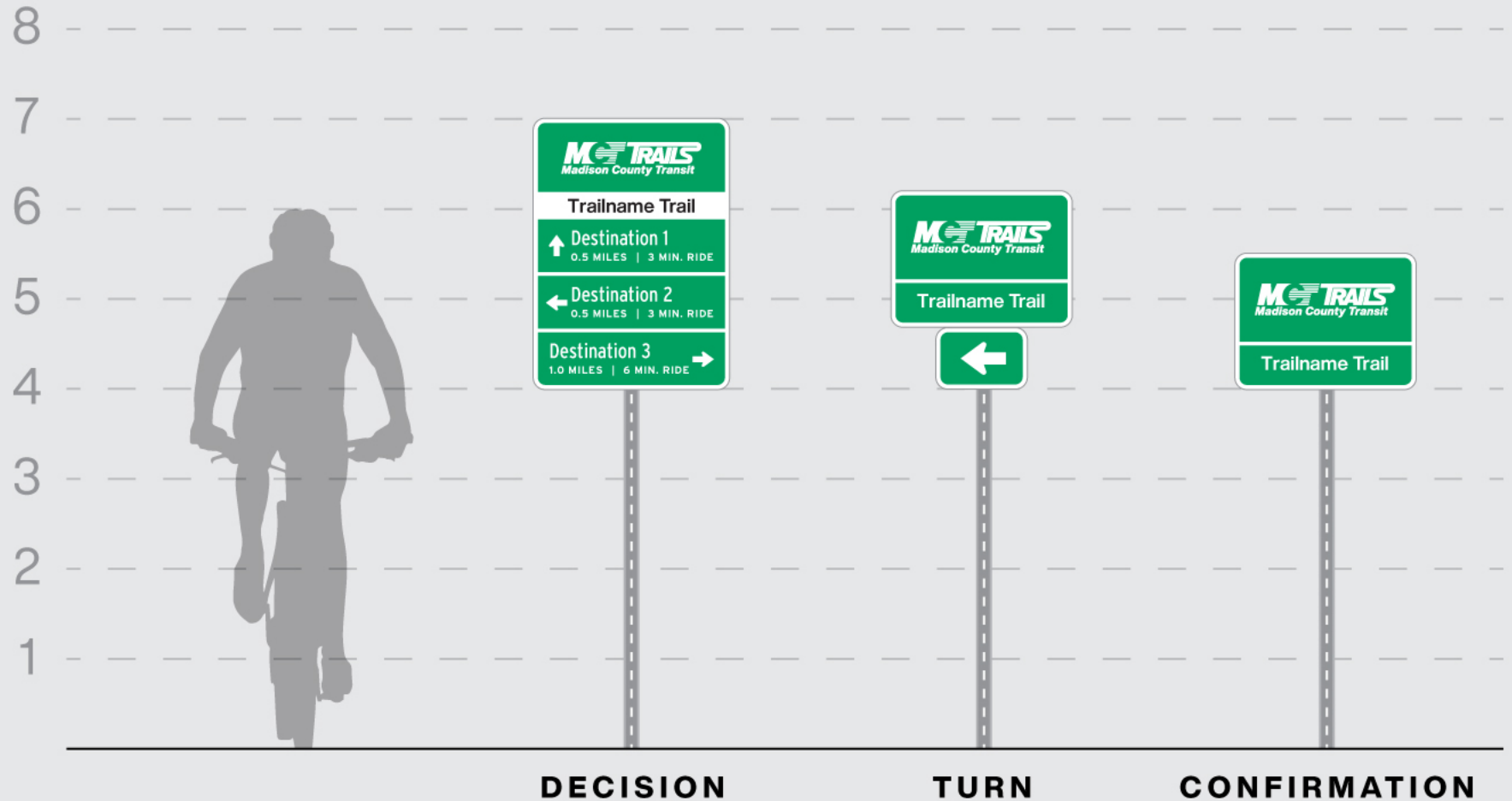
# MCT Trails Wayfinding Plan

July 30, 2020

# MCT Trails Wayfinding Plan

- Phase 1: MCT Trails intersection identification
- Phase 2: Crossroads signage
- Phase 3: In-Community signage approaching MCT Trails
- Phase 4: Mile-Markers, Interpretive Signage (Historical, Cultural, Natural)

# MCT Trails Signage — Phase 1



# MCT Trails Signage — Phase 1

**MCT TRAILS**  
Madison County Transit

Trailname Trail

↑ Destination 1  
0.5 MILES | 3 MIN. RIDE

Ⓟ ♿ 💧 🚌 🔒

← Destination 2  
0.5 MILES | 3 MIN. RIDE

Ⓟ ♿ 💧

Destination 3 →  
1.0 MILES | 6 MIN. RIDE

Ⓟ

Part of the 22.9 miles, 25.7 miles, 26.1 miles and 31.1 Loops

**MCT TRAILS**  
Madison County Transit

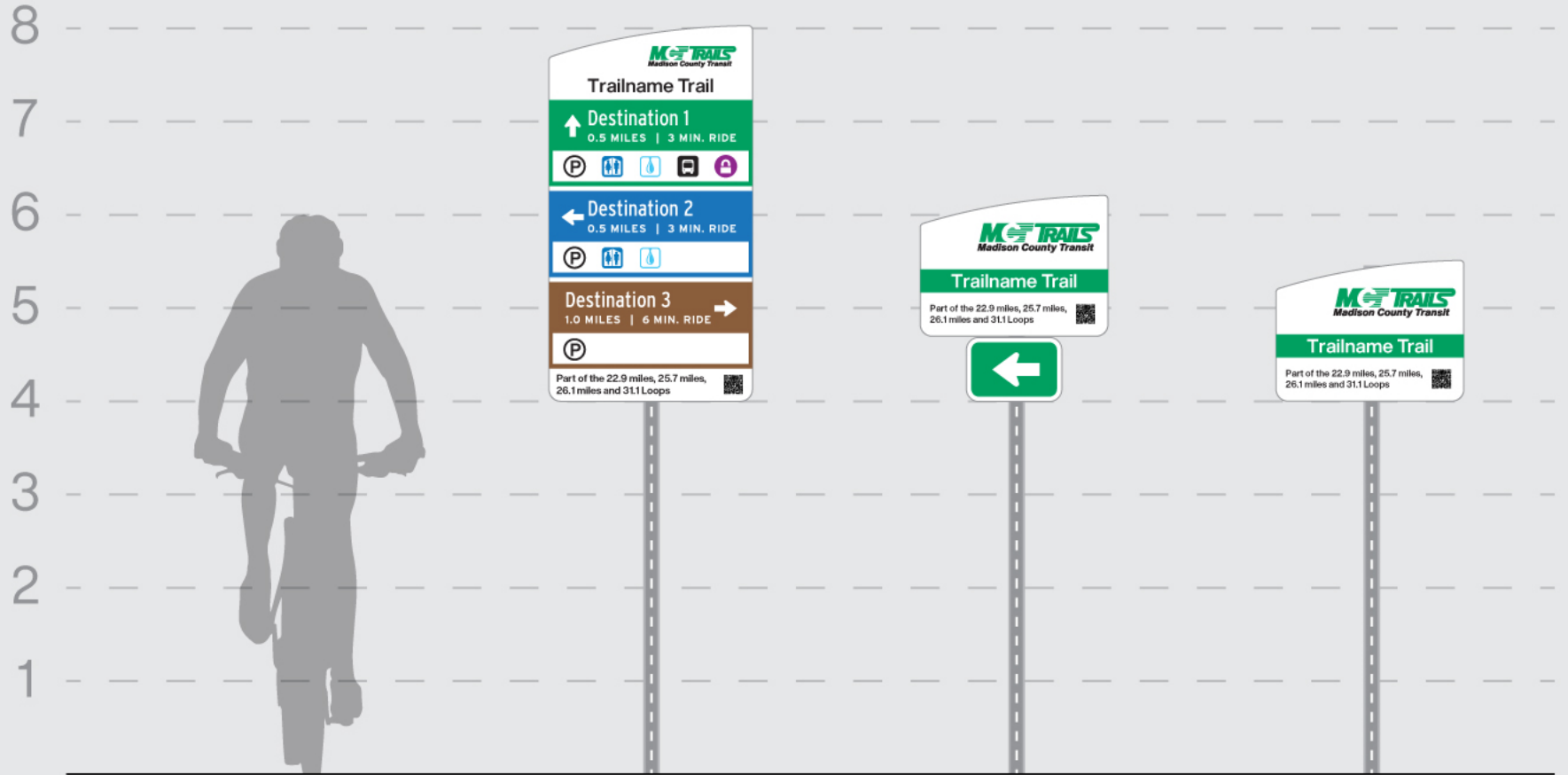
Trailname Trail

Part of the 22.9 miles, 25.7 miles, 26.1 miles and 31.1 Loops

**MCT TRAILS**  
Madison County Transit

Trailname Trail

Part of the 22.9 miles, 25.7 miles, 26.1 miles and 31.1 Loops



**MCT TRAILS**  
Madison County Transit

Trailname Trail

↑ Destination 1  
0.5 MILES | 3 MIN. RIDE

Ⓟ ♿ 💧 🚌 🔒

← Destination 2  
0.5 MILES | 3 MIN. RIDE

Ⓟ ♿ 💧

Destination 3 →  
1.0 MILES | 6 MIN. RIDE

Ⓟ

Part of the 22.9 miles, 25.7 miles, 26.1 miles and 31.1 Loops

**MCT TRAILS**  
Madison County Transit

Trailname Trail

Part of the 22.9 miles, 25.7 miles, 26.1 miles and 31.1 Loops

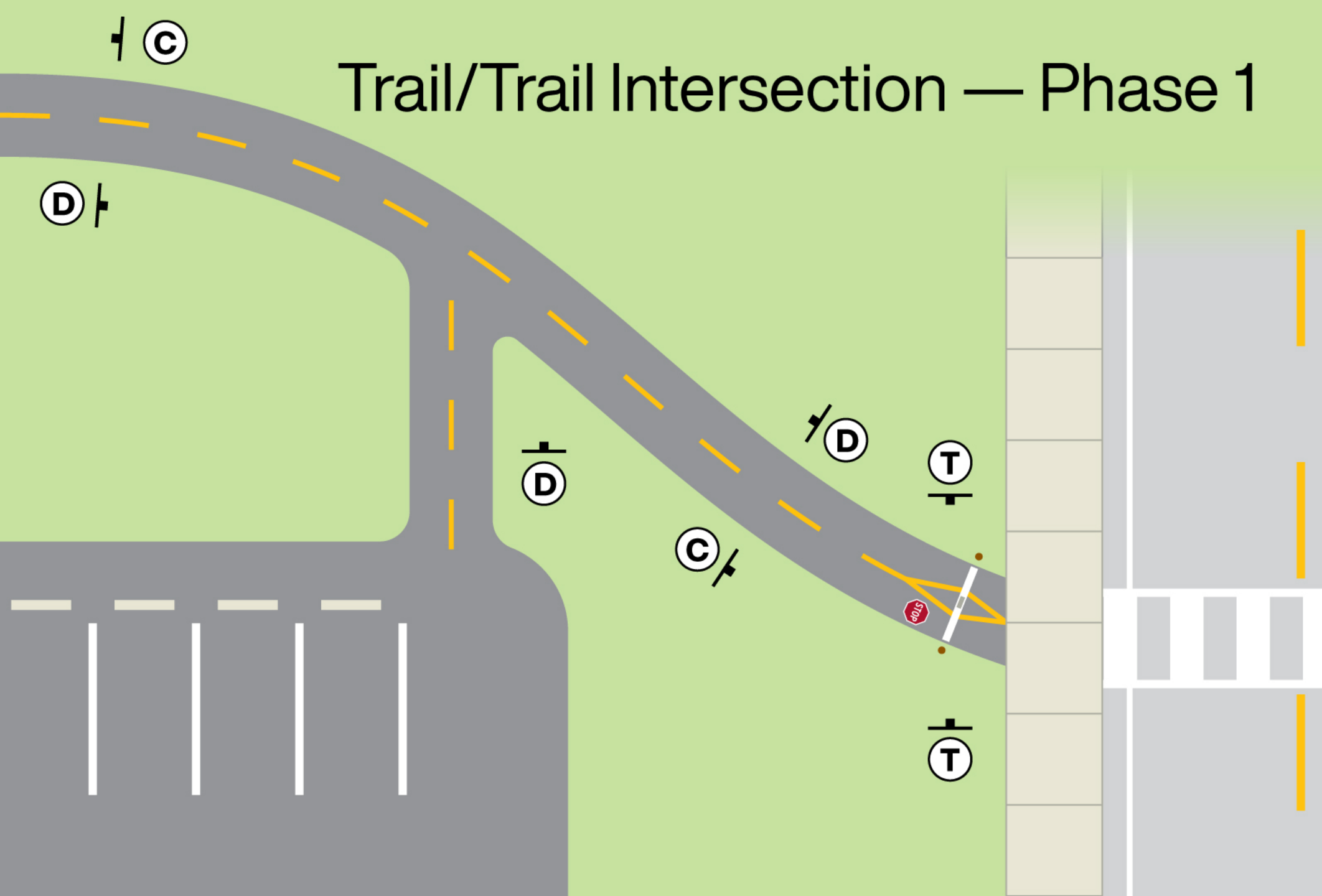


**MCT TRAILS**  
Madison County Transit

Trailname Trail

Part of the 22.9 miles, 25.7 miles, 26.1 miles and 31.1 Loops

# Trail/Trail Intersection — Phase 1



## D DECISION

Trailname Trail

↑ Destination 1  
0.5 MILES | 3 MIN. RIDE

← Destination 2  
0.5 MILES | 3 MIN. RIDE

Destination 3 →  
1.0 MILES | 6 MIN. RIDE

Part of the 22.9 miles, 25.7 miles, 26.1 miles and 31.1 Loops

## C CONFIRMATION

Trailname Trail

Part of the 22.9 miles, 25.7 miles, 26.1 miles and 31.1 Loops

## T TURN

Trailname Trail

Part of the 22.9 miles, 25.7 miles, 26.1 miles and 31.1 Loops



# Intersection Locations — Phase 1





# MCT Trails Wayfinding Plan

July 30, 2020

# Proposal for Alternative Transit Solutions

**To:** MCT Board of Trustees  
**From:** SJ Morrison  
**Date:** February 28, 2020

**SUMMARY:**

Madison County Transit (MCT) Marketing & Planning staff are considering the following alternative transit solutions to increase ridership, improve access to jobs, and provide more efficient service for riders.

**EXPRESS SERVICE TO GATEWAY COMMERCE CENTER (GCC)**

- Create weekday express routes from Alton and Collinsville to Gateway Commerce Center
- Operate service during AM and PM GCC peak shift times only
  - Collinsville Station to GCC: 80 minute headways to and from Collinsville Station in both peaks
  - Alton Station to GCC: 90 minute headways to and from Alton Station in both peaks

**Considerations**

- Responds to demand from areas in the transit district that are hard to reach without multiple transfers
- Decreases travel time and limits transfers to GCC from Alton and Collinsville
- Increases the number of drivers and buses needed during peak operating hours
- Increases annual cost to MCT and annual manpower requirement

**Sample Schedule**

Alton to GCC Express						
Alton Station	Wood River Station	Unilever	Amazon	WWT	Hershey	GCC West
5:00 AM	5:12 AM	5:29 AM	5:34 AM	5:38 AM	5:41 AM	5:50 AM
6:30 AM	6:42 AM	6:59 AM	7:04 AM	7:08 AM	7:11 AM	7:20 AM
8:00 AM	8:12 AM	8:29 AM	8:34 AM	8:38 AM	8:41 AM	8:50 AM
4:05 PM	4:17 PM	-	-	-	-	4:34 PM
5:30 PM	5:42 PM	-	-	-	-	5:59 PM

Collinsville to GCC Express					
Collinsville Station	Unilever	Amazon	WWT	Hershey	GCC West
5:00 AM	5:23 AM	5:28 AM	5:32 AM	5:35 AM	5:44 AM
6:20 AM	6:43 AM	6:48 AM	6:52 AM	6:55 AM	7:04 AM
7:40 AM	8:03 AM	8:08 AM	8:12 AM	8:15 AM	8:24 AM
4:00 PM	-	-	-	-	4:23 PM
5:20 PM	-	-	-	-	5:43 PM

GCC to Alton Express						
GCC West	Unilever	Amazon	WWT	Hershey	Wood River Station	Alton Station
5:52 AM	-	-	-	-	6:10 AM	6:22 AM
7:22 AM	-	-	-	-	7:40 AM	7:52 AM
3:15 PM	3:17 PM	3:22 PM	3:26 PM	3:29 PM	3:47 PM	3:59 PM
4:40 PM	4:42 PM	4:47 PM	4:51 PM	4:54 PM	5:12 PM	5:24 PM
6:05 PM	6:07 PM	6:12 PM	6:16 PM	6:19 PM	6:37 PM	6:49 PM

GCC to Collinsville Express					
GCC West	Unilever	Amazon	WWT	Hershey	Collinsville Station
12:02 AM	-	-	-	-	12:25 AM
1:22 AM	-	-	-	-	1:45 AM
3:15 PM	3:17 PM	3:22 PM	3:26 PM	3:29 PM	3:52 PM
4:35 PM	4:37 PM	4:42 PM	4:46 PM	4:49 PM	5:12 PM
6:00 PM	6:02 PM	6:07 PM	6:11 PM	6:14 PM	6:37 PM

### Estimated Service Hours & Costs

<b>Gateway Commerce Center Express Service (Collinsville/Alton)</b>	
Full Time Equivalent (FTE) Increase	2.01
Vehicle Service Hours (VSH) Increase	4177.75
Annual Gross Cost Increase	\$370,273.98
MINUS Downstate Operating Assistance Program (DOAP)	(\$240,678.09)
MINUS Estimated Fare Recovery	(\$15,062.80)
<b>Annual Net Cost Increase to MCT</b>	<b>\$114,533.10</b>

### **AIRPORT EXPRESS - PILOT PROGRAM**

- Create service from Eastport Plaza in Collinsville and the Glen Carbon Park & Ride lot to Lambert Airport
- Operate service every 95 minutes between Madison County and airport
  - Weekday/Saturday: 5:05 AM - 8:47 PM
    - 10 trips
  - Sunday: 7:35 AM – 6:32 PM
    - 7 trips
- Service Bus Port located near Terminal 1 (American, United, Delta)

### **Considerations**

- Provides limited service to airport from communities in MCT service area
- Creates safety issue due to lack of luggage racks. There isn't an area to secure luggage on buses.
- Provides a one seat ride from central county to and from the airport
- Provides service to Terminal 1 Bus Port only due to weight restrictions at Terminal 2
- Increases annual cost to MCT and increases manpower requirement
- Increases number of buses needed; current fleet won't be expanded until August 2020
- Requires execution of intergovernmental agreement between MCT and City of St. Louis
- Requires permit and fee of \$225 - \$245 per month
- Creates paratransit obligation along route corridor
- Currently MCT does not allow overnight parking at its park and ride lots – could create security implications

### **Unknowns**

- Demand for service
- Title IV implications
- Extent of paratransit obligation
- Reliability of schedule due to traffic patterns at peak commute times on I-270 and I-170
- Duration of pilot program

See next page for sample schedule.

**Sample Schedule**

<b>Lambert Airport Express - WEEKDAY/SATURDAY</b>				
<b>Eastport Park-n-Ride</b>	<b>Glen Carbon Park-n-Ride</b>	<b>Airport Bus Port</b>	<b>Glen Carbon Park-n-Ride</b>	<b>Eastport Park-n-Ride</b>
5:05 AM	5:15 AM	5:50 AM	6:22 AM	6:32 AM
6:40 AM	6:50 AM	7:25 AM	7:57 AM	8:07 AM
8:15 AM	8:25 AM	9:00 AM	9:32 AM	9:42 AM
9:50 AM	10:00 AM	10:35 AM	11:07 AM	11:17 AM
11:25 AM	11:35 AM	<b>12:10 PM</b>	<b>12:42 PM</b>	<b>12:52 PM</b>
<b>1:00 PM</b>	<b>1:10 PM</b>	<b>1:45 PM</b>	<b>2:17 PM</b>	<b>2:27 PM</b>
<b>2:35 PM</b>	<b>2:45 PM</b>	<b>3:20 PM</b>	<b>3:52 PM</b>	<b>4:02 PM</b>
<b>4:10 PM</b>	<b>4:20 PM</b>	<b>4:55 PM</b>	<b>5:27 PM</b>	<b>5:37 PM</b>
<b>5:45 PM</b>	<b>5:55 PM</b>	<b>6:30 PM</b>	<b>7:02 PM</b>	<b>7:12 PM</b>
<b>7:20 PM</b>	<b>7:30 PM</b>	<b>8:05 PM</b>	<b>8:37 PM</b>	<b>8:47 PM</b>

<b>Lambert Airport Express - SUNDAY</b>				
<b>Eastport Park-n-Ride</b>	<b>Glen Carbon Park-n-Ride</b>	<b>Airport Bus Port</b>	<b>Glen Carbon Park-n-Ride</b>	<b>Eastport Park-n-Ride</b>
7:35 AM	7:45 AM	8:20 AM	8:52 AM	9:02 AM
9:10 AM	9:20 AM	9:55 AM	10:27 AM	10:37 AM
10:45 AM	10:55 AM	11:30 AM	12:02 PM	12:12 PM
12:20 PM	12:30 PM	1:05 PM	1:37 PM	1:47 PM
1:55 PM	2:05 PM	<b>2:40 PM</b>	<b>3:12 PM</b>	<b>3:22 PM</b>
<b>3:30 PM</b>	<b>3:40 PM</b>	<b>4:15 PM</b>	<b>4:47 PM</b>	<b>4:57 PM</b>
<b>5:05 PM</b>	<b>5:15 PM</b>	<b>5:50 PM</b>	<b>6:22 PM</b>	<b>6:32 PM</b>

**Estimated Service Hours & Costs**

<b>Lambert Airport Express</b>	
Full Time Equivalent (FTE) Increase	2.71
Vehicle Service Hours (VSH) Increase	5629

Annual Gross Cost Increase	\$498,865.77
Annual Cost of Airport Permits	\$2,940.00
MINUS Downstate Operating Assistance Program (DOAP)	\$ -
MINUS Estimated Fare Received	(\$38,513.96)
<b>Annual Net Cost Increase for MCT</b>	<b>\$460,351.81</b>

### **#13 TROY – GLEN CARBON SHUTTLE**

The #13 Troy-Glen Carbon Shuttle serves Troy, Anderson Hospital, downtown Glen Carbon and Glen Carbon Walmart. The #13 ridership has been in decline for the past two years and averages roughly 600 passengers a month. The route currently lacks destinations within Troy or Glen Carbon that generate ridership, operates infrequently, and has gaps in morning and afternoon service.

#### **Solutions:**

- Restructure service to better serve current riders by eliminating unproductive portions of the route
- Increase frequency and remove morning and afternoon gaps in service
- Add destinations, neighborhoods to increase service
- Transition to a “flex-ride” or “deviated fixed route”
- Survey passengers regarding transportation needs
- Eliminate the route

**RESOLUTION 21-02**

**AUTHORIZING MANAGING DIRECTOR TO SIGN NORMAL AND ROUTINE DOCUMENTS FOR THE MADISON COUNTY MASS TRANSIT DISTRICT**

**WHEREAS**, the Madison County Mass Transit District (District) is responsible for the provision of public mass transportation services pursuant to Section 3 of the Local Mass Transit District Act, as approved on July 21, 1959, as amended (70 ILCS 3610 et. seq.); and,

**WHEREAS**, it is incumbent upon the Managing Director to ensure that the normal and routine business of the Madison County Mass Transit District is carried out on behalf of the Board of Trustees and the residents of Madison County, Illinois; and,

**WHEREAS**, carrying out the operation of the Madison County Mass Transit District requires the timely authorization and execution of normal and routine documents,

**BE IT RESOLVED**, that the Chairman Ronald L. Jedda, Vice Chairman J. Kelly Schmidt, and/or SJ Morrison, Managing Director, of the Madison County Mass Transit District, Madison County, Illinois, shall be authorized to sign normal and routine documents, including but not limited to: purchase orders, contracts, contract modifications and/or options up to \$250,000, grant applications and reimbursement requests, maintenance agreements, easement/license agreements, intergovernmental agreements, and memorandums of understanding on behalf of the District.

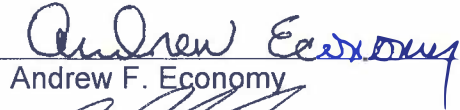
**ADOPTED**, by the Board of Trustees of the Madison County Mass Transit District, Madison County, Illinois, on this thirtieth day of July 2020.



Ronald L. Jedda, Chairman

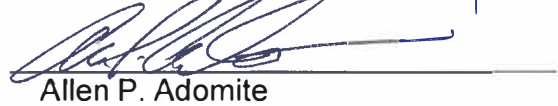


J. Kelly Schmidt



Andrew F. Economy

\_\_\_\_\_  
Christopher C. Guy



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, July 30, 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.

**BE IT RESOLVED**, that the Chairman Ronald L. Jedda, Vice Chairman J. Kelly Schmidt, and/or SJ Morrison, Managing Director, of the Madison County Mass Transit District, Madison County, Illinois, shall be authorized to sign normal and routine documents, including but not limited to: purchase orders, contracts, contract modifications and/or options up to \$250,000, grant applications and reimbursement requests, maintenance agreements, easement/license agreements, intergovernmental agreements, and memorandums of understanding on behalf of the 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 thirtieth day of July 2020.

  
\_\_\_\_\_

RESOLUTION 21-03

AUTHORIZING THE ADOPTION OF THE PUBLIC  
TRANSPORTATION AGENCY SAFETY PLAN

**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**, on July 19, 2018, Federal Transit Administration (FTA) published the Public Transportation Agency Safety Plan (PTASP) Final Rule, which requires recipients and subrecipients that receive federal funds under FTA's Urbanized Area Formula Grants to develop safety plans that include the processes and procedures to implement Safety Management Systems (SMS); and


**WHEREAS**, each PTASP must include processes and procedures for the transit agency's SMS, which consists of four main elements (1) Safety Management, (2) Safety Risk Management, (3) Safety Assurance, and (4) Safety Promotion; Include performance targets based on the safety performance criteria established under the National Public Transportation Safety Plan. Address all requirements and standards as set forth in FTA's PTASP and establish a process and timeline for conducting an annual review and update.

**WHEREAS**, the Trustees, after due consideration, find the adoption of a Public Transportation Safety Plan is in the best interest of the residents of Madison County and is desirable for the welfare of the Madison County Mass Transit District.


**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 adopt the Public Transit Safety Plan, as set forth in Attachment A for the District in order to maintain, manage, and submit annual targets in the best interest of the residents of Madison County and is desirable for the welfare of the Madison County Mass Transit District.
2. Ronald L. Jedda, Chairman, J. Kelly Schmidt, Vice Chairman, and/or SJ Morrison, Managing Director, of the Madison County Mass Transit District, are hereby authorized to take any and all actions as reasonably necessary to execute, complete, and perform all obligations associated with the Operating Budget as amended and the intent and purposes of this Resolution, including the preambles hereto, 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 thirtieth of January 2020.

  
\_\_\_\_\_  
Ronald L. Jedda, Chairman

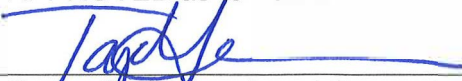
  
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J. Kelly Schmidt

  
\_\_\_\_\_  
Andrew F. Economy

\_\_\_\_\_  
Christopher C. Guy

\_\_\_\_\_  
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, July 30, 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 adopt the Public Transit Safety Plan, as set forth in Attachment A for the District in order to maintain, manage, and submit annual targets in the best interest of the residents of Madison County and is desirable for the welfare of the Madison County Mass Transit District.
  
2. Ronald L. Jedda, Chairman, J. Kelly Schmidt, Vice Chairman, and/or SJ Morrison, Managing Director, of the Madison County Mass Transit District, are hereby authorized to take any and all actions as reasonably necessary to execute, complete, and perform all obligations associated with the Operating Budget as amended and the intent and purposes of this Resolution, including the preambles hereto, 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 thirtieth day of July 2020.

  
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# Public Transportation Agency Safety Plan



## Madison County Mass Transit District (MCT)

# July 2020

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## Section 1. Transit Agency Information

### General Information

Madison County Transit

Accountable Executive: SJ Morrison

One Transit Way, PO Box 7500

Chief Safety Officer: Tony Lafata

Granite City, IL 62040

Phone: 618.797.4600

**Modes of Service:** Fixed Route Bus (MB), Demand Response (DR),

**FTA Funding Sources:** FTA Section 5307, 5311 5310

**Modes of Service Directly Provided:** None

### Overview

The Madison County Mass Transit District (MCT) is a municipal corporation organized in 1980 under the Local Mass Transit District Act (70 ILCS 3610) of the Illinois State Statutes. MCT provides a vast array of multi-modal transportation services.

### MCT Service Area

The MCT District service area encompasses 16 member townships (shaded in green on the map below), covering 482 square miles including the incorporated municipalities of Alton, Bethalto, Collinsville, East Alton, Edwardsville, Glen Carbon, Godfrey, Granite City, Hartford, Highland, Madison, Maryville, Pontoon Beach, Roxana, South Roxana, St. Jacob, Troy, Venice and Wood River.

### MCT Services

MCT provides a diverse array of transportation services including a fixed-route public transit system, complementary Paratransit service for eligible elderly and disabled residents, a 137-mile bikeway network known as the MCT Trails, and RideFinders, the St. Louis region's carpool/vanpool program.

- 94 fixed-route buses on 27 routes carrying more than 2 million passengers each year
- 29 vehicles in Runabout Paratransit service carrying more than 60,000 registered individuals annually
- 137 miles of scenic Class I bikeways known as the MCT Trails
- 5 passenger transfer stations: Alton, Collinsville, Edwardsville, Granite City and Wood River
- 19,000 commuters in the RideFinders ride-matching database, 332 RideFinders vanpoolers and 5,255 registered carpoolers

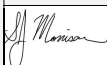
Working in conjunction with other Madison County and St. Louis area organizations, including Metro, MCT provides an important link in the chain of seamless regional transportation services.

**Contracted Service Information:**

Madison County Mass Transit District (MCT) is a municipal corporation organized pursuant to the Local Mass Transit District Act (70 ILCS 3610) of the Illinois State statutes. MCT is a grant recipient and does receive FTA 5307 funds. MCT contracts with The Agency for Community Transit (ACT) for the operation of all public transit (fixed route and paratransit) services in Madison County.

The Agency Safety Plan addresses all applicable requirements and standards as set forth in FTA's Public Transportation Safety Program and the National Public Transportation Safety Plan.

## Section 2. Plan Development, Approval, and Updates

<b>Name of Entity That Drafted This Plan</b>	Illinois Department of Transportation in cooperation with the Madison County Mass Transit District (MCT)		
<b>Signature by the Accountable Executive</b>	<b>Signature of Accountable Executive</b>	<b>Date of Signature</b>	
		7/30/2020	
<b>Approval by the Board of Directors or an Equivalent Authority</b>	<b>Name of Individual/Entity That Approved This Plan</b>	<b>Date of Approval</b>	
	Madison County Mass Transit District (MCT) Board	7/30/2020	
	<b>Relevant Documentation (title and location)</b>		
Public Transportation Agency Safety Plan One Transit Way, P.O. Box 7500, Granite City, IL 62040			
<b>Certification of Compliance</b>	<b>Name of Individual/Entity That Certified This Plan</b>	<b>Date of Certification</b>	
	<b>Relevant Documentation (title and location)</b>		
<b>Version Number and Updates</b>			
<i>Record the complete history of successive versions of this plan.</i>			
<b>Version Number</b>	<b>Section/Pages Affected</b>	<b>Reason for Change</b>	<b>Date Issued</b>
<b>Annual Review and Update of the Public Transportation Agency Safety Plan</b>			
<i>Describe the process and timeline for conducting an annual review and update of the Public Transportation Agency Safety Plan.</i>			
The Madison County Mass Transit District (MCT) provides no direct transit services. All operations services for public transit are contracted by Agency for Community Transit (ACT). The transit district provides oversight and contract management and meets a minimum of once a month with contractor to review their Safety Management Systems, compliance, and contractual obligations.			

## Section 3. Safety Performance Targets

**Safety Performance Targets** Specify safety performance targets based on the safety performance measures established under the National Public Transportation Safety Plan. *The following targets were developed based on the past three years of transit safety data collected by the Madison County Mass Transit District (MCT).*

Mode of Service	Fatalities (Total)	Fatalities (per 100k VRM)	Injuries (Total)	Injuries (per 100k VRM)	Safety Events (Total)	Safety Events (per 100k VRM)	System Reliability (VRM/failures)
Fixed Route (MB)	0.00	0.00	13.00	0.34	13.67	0.36	20,833
Paratransit/ Demand Response (DR)	0.00	0.00	0.67	0.11	2.00	0.33	24,121
Vanpool (VP)	0.00	0.00	0.33	0.04	2.67	0.32	239,569

### Safety Performance Target Coordination

*Describe the coordination with the State and Metropolitan Planning Organization(s) (MPO) in the selection of State and MPO safety performance targets.*

Once targets are developed as part of the Plan update in July of each year, MCT will share and discuss those targets and amendments with the East-West Gateway MPO and submit to IDOT at requested time.

Targets Transmitted to the State	State Entity Name	Date Targets Transmitted
	Illinois Department of Transportation	
Targets Transmitted to the Metropolitan Planning Organization(s)	Metropolitan Planning Organization Name	Date Targets Transmitted
	East-West Gateway MPO	

## Section 4. Safety Management Policy

### Safety Management Policy Statement

Madison County Mass Transit District (MCT) strives to provide safe, reliable, comfortable, and innovative transportation options to every member of the community. The Public Transportation Agency Safety Plan (PTASP) has been developed to integrate safety into all MCT operations. By using the procedures contained in the PTASP, MCT can continue to improve the safety and security of its transit contracting services.

This PTASP describes the policies, procedures, and requirements to be followed by MCT management, to ensure a safe environment for contracted transit employees, riders, and the general public. The goal of this program is to eliminate the human and fiscal cost of avoidable personal injury and vehicle accidents.

MCT and the service contractor have a responsibility under the PTASP. The Accountable Executive will provide the continuing support necessary to achieve the PTASP objectives. A key to the success of this effort is for employees to be aware that they are accountable for safely performing the requirements of their contract. The success of the program also depends on all employees actively identifying potential hazards and making a commitment to the safety of others.

MCT and its contractor must be aware that decisions and actions often affect the safety of those in other operations. By following the processes described in the PTASP, MCT will continue to monitor performance and the safety of the system while creating a culture of safety.

MCT's commitment is to:

- **Support** the management of safety through the provision of appropriate resources that will result in an organizational culture that fosters safe practices, encourages effective employee safety reporting and communication, and actively manages safety with the same attention to results as the attention to the results of the other management systems of the organization;
- **Integrate** the management of safety among the primary responsibilities of all staff;
- **Clearly define** for all staff, managers, and employees alike, their accountabilities and responsibilities for the delivery of the organization's safety performance and the performance of MCT's safety management system;
- **Establish and operate** hazard identification and analysis, and safety risk evaluation activities--including an employee safety reporting program as a fundamental source for safety concerns and hazard identification--to eliminate or mitigate the safety risks of the consequences of hazards resulting from MCT operations or activities to a point which is consistent with an acceptable level of safety performance;



- **Ensure** that MCT and ACT will take no action against any employee who discloses a safety concern through the employee safety reporting program, unless disclosure indicates, beyond any reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures;
- **Comply** with, and wherever possible exceed, legislative and regulatory requirements and standards;
- **Ensure** that sufficient skilled and trained human resources are available to implement safety management processes;
- **Ensure** that staff provides adequate and appropriate safety-related information and training, are competent in safety management matters, and are allocated only tasks commensurate with their skills;
- **Establish and measure** safety performance against realistic and data-driven safety performance indicators and safety performance targets;
- **Continually improve** safety performance through management processes that ensure that appropriate safety management action is taken and is effective; and
- **Ensure** externally supplied systems and services to support operations are delivered, meeting established safety performance standards.

MCT's Goals for Safety are established as follows:

- In collaboration with ACT, design, construct, test, and operate a transportation system that achieves an optimum level of safety performance of other transit systems of a similar size in the United States.
- Identify and evaluate, then eliminate or control hazards to employees, customers, and the public.
- Ensure ACT meets or exceeds all government and industry occupational health and safety standards and practices.

The objectives of the PTASP are the means to achieving its goals. They also provide a method of evaluating the effectiveness of MCT's safety efforts. The PTASP objectives for MCT are:

- Integrate safety management and hazard control practices.
- Assign responsibilities for developing, updating, complying with, and enforcing safety policies, procedures, and requirements.
- Verify compliance with ACT's safety policies, procedures, and requirements through performance evaluations, accident/incident trends, and contract oversight.
- Investigate all accidents/incidents, including identifying and documenting the causes for the purpose of implementing corrective action to prevent a recurrence.
- Increase investigation and systematic documentation of near misses.

- Identify, analyze, and resolve safety hazards in a timely manner.
- Minimize system modifications during the operational phase by establishing and utilizing safety controls at system design and procurement phases.
- Ensure that system modifications do not create new hazards.
- Train employees and supervisors on the safety components of their job functions.

MCT takes these commitments seriously as the lives of MCT riders, employees and the general public depend on the transit district's ability to oversee contractor's culture of safety.



---

Accountable Executive

7/30/2020

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Date

## Safety Management Policy Communication

MCT realizes the importance of ensuring employees and riders are aware of safety management policies and procedures to effectively manage the system's day to day operations. Staff meets weekly to review performance and safety and again monthly to review trends in safety data. In addition, staff are constantly evaluating existing policies and procedures to verify their effectiveness. To do this, MCT seeks input from all staff to determine if change is necessary based on trends, data analysis, operational changes or new assets.

MCT provides safety instruction, safety notices and processes to improve risk management as well as collects safety data and monitors performance and safety events to identify trends where safety is below agency standards. MCT ensures ACT is following the company-wide Agency Safety Plan (ASP) which has been provided to MCT.

Depending on the importance of the policy or Standard Operating Procedure (SOP) change, an acknowledgement signature is required of each employee verifying their understanding of the change.

The contract with ACT began in 1986 and oversight is conducted daily with MCT co-located with ACT.

Riders: If a rider policy is changed or added, staff notifies riders through the following methods:

- ◆ Notice posted on vehicle and facilities including effective date and who to contact for more information
- ◆ Changes to digital rider guidance including schedules and ride guides as appropriate
- ◆ Public Meetings
- ◆ Social Media, Website Service Notices, E-News, and Text Alerts program.
- ◆ Any services impacted by policies changes will include outreach as required by Federal Guidance.

## Authorities, Accountabilities, and Responsibilities

As mentioned in the Safety Policy Statement, the ultimate authority for the success of this PTASP falls to the Accountable Executive (AE), department managers, as well as employees fulfilling their commitment to safety on a day-to-day basis supporting the AE.

**Accountable Executive (AE):** The AE will determine, based on feedback from staff, the level of Safety Management System (SMS) principals to maintain to ensure a safe work environment, rider experience and community safety. MCT's AE is committed to providing contracts that will enable contract management to provide the tools and training needed to be successful and safe providing service for MCT.

The AE, SJ Morrison, and his staff will provide contract oversight and monitoring to include accountability for all aspects of safety. The AE is responsible for developing the RFP process for contracted service and will include language relative to the responsibility of the contractor to manage and operate service using SMS principals. Though contractors are not required under 49 CFR Part 673 to develop their own PTASP, they are required to follow SMS methods of managing risk to include compliant Employee Safety Reporting Program. ACT has developed a Transit Agency Safety Plan for all its employees to follow and the transit district ensures the Plan is being followed.

**Chief Safety Officer (CSO):** The MCT CSO, Tony Lafata, is responsible for ensuring safety elements in the following areas are properly managed with the intent of creating a culture of safety. The CSO will participate in training relative to their role in implementing SMS per requirements in 49 CFR Part 673.

- Employee Safety Reporting Program
- Safety Performance Targets and Measures
- Safety Risk Management
  - Safety Hazard Identification
  - Safety Risk Assessment
  - Safety Risk Mitigation
- Safety Assurance
  - Safety Performance Monitoring and Measurement
- Safety Promotion
  - Competencies and Training
  - Safety Communication

### Employee Safety Reporting Program

ACT provides Employee Safety Reporting Program (ESRP). The ESRP will include the importance of safety and hazard reporting, elements covering retaliation assurances for reporting safety risks and penalties for false reporting.

ACT includes an ESRP that applies to staff associated with the MCT contract including all operations and support personnel. The policy is combined with Anti-Harassment policies in the employee handbook. MCT as part of its oversight, will require reporting data on a monthly basis as part of the required performance and safety data reports.

## Section 5: Safety Performance Targets and Measures

MCT collects monthly data to include safety and performance data. This data is used annually to develop safety performance targets included in this plan. MCT uses current and historic safety data to develop targets while also monitoring monthly data to identify trends requiring mitigation actions.

## Section 6: Safety Risk Management

ACT has risk management policies, procedures, and processes in place to identify, assess and mitigate hazards. Any hazard identified is properly documented and provided to MCT if needed as part of the monthly data collection process. Documents related to risk management and monitoring are included in periodic operations and service reviews.

ACT has a robust reporting software developed in-house to identify risk and safety events, assess and mitigate risks and create a follow-up process allowing multiple users to add to the digital file. This mechanism allows ACT the ability to sort safety events by type and generate data reports used for identifying trends during monthly safety meetings.

## Section 7: Safety Assurance

MCT collects regular performance which includes safety performance targets as required by the Federal Transit Administration's National Transit Database and Illinois Department of

Transportation. The AE and CSO evaluates this information to identify trends in performance and safety monthly. If anomalies are noted in the data, ACT staff will investigate to identify the cause of the variance.

The monthly data collected include:

- ◆ Passenger Counts by Route by Day
- ◆ Total Revenue Hours
- ◆ Accident Log (Preventable/Non-Preventable) (AFR)
- ◆ Employee Injuries (IFR)
- ◆ Complaints (Valid/Invalid)
- ◆ Road Calls (Vehicle Breakdowns that Require Maintenance to Scene and/or Towing)
- ◆ Monthly National Transit Database (NTD) Report to include the following:
  - Fatalities
  - Injuries
  - Safety Events
  - System Reliability
- ◆ Vehicle Inspection Report (Maintenance and Daily Vehicle Inspection Reports)
- ◆ Preventive Maintenance

MCT uses an Excel program to track these data points and conduct analysis to identify trends.

Additionally, MCT's AE or staff will conduct reviews of assets, records, and processes to ensure adherence to contractual obligations, contractors ASP and Federal compliance.

## Section 8: Safety Promotion

Training programs include programs in safety, policy, compliance, and performance. ACT provides extensive new hire training, periodic training, and remedial/refresher training. Additionally, employees receive training from outside organizations like local first responders as well as State and Federal training programs. ACT staff meets weekly for one-hour safety meetings covering syllabus topics or trending topics observed in the past week.

Training files are included in periodic site reviews by MCT to ensure training policies are kept current and are relative to current events or trends in safety.

## Section 9: Additional Information

This PTASP was developed from information in other documents, policies and procedures and manuals. Those documents are listed below:

- ACT Employee Handbook
- Maintenance Guidelines
- ACT Internal Controls
- ACT Safety Security and Emergency Preparedness Plan
- Training Guides

## Section 10: Definitions of Terms Used in the Safety Plan

MCT incorporates all of FTA's definitions that are in 49 CFR § 673.5 of the Public Transportation Agency Safety Plan regulation.

- **Accident** means an Event that involves any of the following: A loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; a runaway train; an evacuation for life safety reasons; or any derailment of a rail transit vehicle, at any location, at any time, whatever the cause.
- **Accountable Executive** means a single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency's Transit Asset Management Plan, in accordance with 49 U.S.C. 5326.
- **Equivalent Authority** means an entity that carries out duties similar to that of a Board of Directors for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or subrecipient's Public Transportation Agency Safety Plan.
- **Event** means any Accident, Incident, or Occurrence.
- **Hazard** means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.
- **Incident** means an event that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.
- **Investigation** means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.
- **National Public Transportation Safety Plan** means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.
- **Occurrence** means an Event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.
- **Operator** of a public transportation system means a provider of public transportation as defined under 49 U.S.C. 5302.
- **Performance measure** means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.
- **Performance target** means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the FTA.

- **Public Transportation Agency Safety Plan (or Agency Safety Plan)** means the documented comprehensive Agency Safety Plan for a transit agency that is required by 49 U.S.C. 5329 and Part 673.
- **Risk** means the composite of predicted severity and likelihood of the potential effect of a hazard.
- **Risk mitigation** means a method or methods to eliminate or reduce the effects of hazards.
- **Safety Assurance** means processes within a transit agency's Safety Management System that function to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.
- **Safety Management Policy** means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.
- **Safety Management System** means the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.
- **Safety performance target** means a performance target related to safety management activities.
- **Safety Promotion** means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.
- **Safety risk assessment** means the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.
- **Safety Risk Management** means a process within a transit agency's Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.
- **Serious injury** means any injury which: (1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date when the injury was received; (2) Results in a fracture of any bone (except simple fractures of fingers, toes, or noses); (3) Causes severe hemorrhages, nerve, muscle, or tendon damage; (4) Involves any internal organ; or (5) Involves second or third-degree burns, or any burns affecting more than 5 percent of the body surface.
- **Transit agency** means an operator of a public transportation system.
- **Transit Asset Management Plan** means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR Part 625.

## Section 11. Commonly Used Acronyms

Acronym	Word or Phrase
ADA	American's with Disabilities Act of 1990
ASP	Agency Safety Plan (also referred to as a PTASP in Part 673)
CFR	Code of Federal Regulations
ESRP	Employee Safety Reporting Program
FTA	Federal Transit Administration
IDOT	Illinois Department of Transportation
MPO	Metropolitan Planning Organization
Part 673	49 CFR Part 673 (Public Transportation Agency Safety Plan)
SMS	Safety Management System
U.S.C.	United States Code
VRM	Vehicle Revenue Miles



RESOLUTION 21-04

DESIGNATING DISADVANTAGED BUSINESS ENTERPRISE LIAISON OFFICER  
AND EQUAL EMPLOYMENT OPPORTUNITY PROGRAM LIAISON

**WHEREAS**, the Madison County Mass Transit District (District) is responsible for the provision of public mass transportation services pursuant to Section 3 of the Local Mass Transit District Act, as approved on July 21, 1959, as amended (70 ILCS 3610 et. seq.); and,

**WHEREAS**, as a recipient of federal funds, the District is required by the United States Department of Transportation (USDOT), Federal Transit Administration, to administer an ongoing Disadvantaged Business Enterprise (DBE) Program and Equal Employment Opportunity (EEO) Program; and,

**WHEREAS**, The DBE program primary goal and objective is to level the playing field by providing small businesses a fair opportunity to compete for federally funded transportation contracts; and,

**WHEREAS**, the current DBE Program was approved by the District's board on November 19, 2015 which gives the Managing Director the authority to designate an interim and/or replacement DBE Liaison Officer (DBELO); and,

**WHEREAS**, the DBELO is responsible for implementing all aspects of the DBE program and for ensuring that the District complies with all provisions of 49 CFR Part 26. The DBELO has direct, independent access to the Managing Director concerning DBE program matters; and,

**WHEREAS**, the EEO Program primary function is to ensure all DOT employees and applicants have the equal access to opportunities for employment. This program carries out the important function in accordance with the belief that the DOT best serves the public when it most accurately reflects that public. As such, promotes a workplace that is free of employment discrimination, embraces a spirit of diversity and inclusion; and,

**WHEREAS**, the District finds it necessary to designate DBE/EEO program contact liaison in order to maintain compliance with provisions set forth by the USDOT, FTA, 49 CFR Part 26 and FTA Circular 4704.1 for this important required function within the District.

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

1. Steven J. Morrison, Managing Director of the District, is authorized and directed to take any and all actions as may reasonably be required to enact and administer the DBE and EEO programs, and maintain the District in full compliance with the federal regulations.
2. Amanda Smith is hereby designated as the District's Disadvantaged Business Enterprise Liaison Officer (DBELO) and Equal Employment Opportunity Program Liaison.
3. This action supersedes any previous designation made by the Madison County Mass Transit District.


**ADOPTED** by the Madison County Mass Transit District, Madison County, Illinois, on this thirtieth day of July 2020.

  
\_\_\_\_\_  
Ronald L. Jedda, Chairman

  
\_\_\_\_\_  
J. Kelly Schmidt

  
\_\_\_\_\_  
Andrew F. Economy

\_\_\_\_\_  
Christopher C. Guy

  
\_\_\_\_\_  
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, July 30, 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. Steven J. Morrison, Managing Director of the District, is authorized and directed to take any and all actions as may reasonably be required to enact and administer the DBE and EEO programs, and maintain the District in full compliance with the federal regulations.
2. Amanda Smith is hereby designated as the District's Disadvantaged Business Enterprise Liaison Officer (DBELO) and Equal Employment Opportunity Program Liaison.
3. This action supersedes any previous designation made by 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 thirtieth day of July 2020.

  
\_\_\_\_\_

RESOLUTION 21-05

AUTHORIZING THE RELEASE OF CERTAIN EXECUTIVE SESSION MINUTES

**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 Board of Trustees of the Madison County Mass Transit District have met from time to time in closed session for purposes authorized by the Illinois Open Meetings Act (5 ILCS 120/1 et. seq.); and,

**WHEREAS**, Section 2.06 of the Illinois Open Meetings Act (5 ILCS 120/1 et. seq.) requires the District to review minutes of all closed meetings and to make a determination and report in open session that (1) the minutes or portions thereof no longer require confidential treatment and are available for public inspection or (2) the need for confidentiality still exists as to all or part of those minutes.

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

1. Pursuant to the Illinois Open Meetings Act, the Board of Trustees has reviewed the previous closed session minutes, that the following minutes or portions thereof as described in Attachment A are hereby approved, and that the minutes no longer require confidential treatment and shall be available for public inspection.
2. Pursuant to the Illinois Open Meeting Act, the Board of Trustees has reviewed the previous closed session minutes, that the following minutes or portions thereof as described in Attachment B are hereby approved, the Board finds that the need for confidentiality still exists, and that the minutes shall remain confidential.
3. Pursuant to the Illinois Open Meetings Act, the Board of Trustees approves of and directs the destruction of all verbatim records of all meetings with the notation "complete release" as described in Attachment A.

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

  
\_\_\_\_\_  
Ronald L. Jedd, Chairman


  
\_\_\_\_\_  
J. Kelly Schmidt

  
\_\_\_\_\_  
Andrew F. Economy

\_\_\_\_\_  
Christopher C. Guy

  
\_\_\_\_\_  
Allen P. Adomite

APPROVED as to Form:

  
\_\_\_\_\_  
Tonya Genovese, Legal Counsel

Attachment A

The following Executive Session Minutes or portions thereof are hereby approved and no longer require confidential treatment and shall be available for public inspection.

May 31, 2018 (item III)

September 27, 2018 (item VI)

October 25, 2018 (item III)

December 19, 2019 (item III)

January 31, 2020 (items I, III)

February 28, 2020 (item I)

Attachment B

The need for confidentiality still exists as to all or part of the following Executive Session Minutes and that the following minutes or portions thereof shall remain closed.

April 24, 2008 (item VII)	December 21, 2017
January 27, 2011 (item III, IV)	January 25, 2018 (item III)
February 24, 2011 (item II, III)	May 31, 2018 (items I, IV, V, VI)
May 26, 2011 (item IV)	August 30, 2018 (item II)
June 21, 2011 (item VI)	September 27, 2018 (items I, II, III, IV, V, VII, VIII, IX, X)
July 28, 2011 (item II)	October 25, 2018 (items I, II)
August 25, 2011 (item II)	November 29, 2018 (item I, II)
September 29, 2011 (item I)	December 20, 2018
October 27, 2011 (item III)	January 31, 2019 (item II)
November 17, 2011 (item II)	March 4, 2019
February 23, 2012 (item IV)	April 25, 2019
May 31, 2012 (item III)	July 25, 2019 (items III, IV, V)
June 28, 2012 (item I)	August 29, 2019 (items II, III, IV, V)
July 26, 2012 (item I)	September 26, 2019 (items II, III, IV)
September 27, 2012 (item IV)	October 31, 2019 (item II)
October 25, 2012 (item III)	November 21, 2019 (items II, III, IV, V)
March 28, 2013 (item III)	December 19, 2019 (items I, II, IV, V)
April 25, 2013 (item IV)	January 7, 2020
January 30, 2014 (item I)	January 31, 2020 (items II, IV)
February 27, 2014	February 28, 2020 (item II)
March 27, 2014 (item I)	April 30, 2020
May 29, 2014 (item II)	May 28, 2020
June 26, 2014 (item II)	June 22, 2020
July 31, 2014 (item II)	
August 28, 2014 (item III)	
October 30, 2014 (item III)	
March 26, 2015 (item I)	
May 28, 2015 (item II)	
January 28, 2016 (item III)	
September 29, 2016	
November 17, 2016 (item II)	
December 22, 2016 (items IV, V)	
February 23, 2017 (item III)	
April 27, 2017 (item III)	
June 29, 2017 (item II)	
July 27, 2017 (item I)	
August 31, 2017 (item I)	
September 28, 2017 (items I, II)	
October 26, 2017 (item I)	
November 30, 2017 (item I)	

## 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, July 30, 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. Pursuant to the Illinois Open Meetings Act, the Board of Trustees has reviewed the previous closed session minutes, that the following minutes or portions thereof as described in Attachment A are hereby approved, and that the minutes no longer require confidential treatment and shall be available for public inspection.
2. Pursuant to the Illinois Open Meeting Act, the Board of Trustees has reviewed the previous closed session minutes, that the following minutes or portions thereof as described in Attachment B are hereby approved, the Board finds that the need for confidentially still exists, and that the minutes shall remain confidential.
3. Pursuant to the Illinois Open Meetings Act, the Board of Trustees approves of and directs the destruction of all verbatim records of all meetings with the notation "complete release" as described in Attachment A.

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 thirtieth day of July 2020.

  
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