

AGENDA
Board of Trustees Meeting
Madison County Mass Transit District
8:30 a.m., Thursday, January 26, 2023
1 Transit Way, Pontoon Beach, Illinois

<u>Section</u>	<u>Item</u>	<u>Recommendation</u>
I.	Pledge of Allegiance.	
II.	Call to Order: Roll Call.	
III.	Public Comments.	
IV.	<u>Consideration of the minutes of the December 15, 2022, regular meeting, for inclusion in the District's official records.</u>	Discussion/Action
V.	<u>Financial:</u>	
	A. Payments and Claims: Consideration of the January 2023 Claims for Payment	Discussion/Action
	B. Monthly Financial Report: Review of the Monthly Financial Records as of December 31, 2022	Discussion/Action
VI.	<u>Services:</u>	
	A. Managing Directors Report, SJ Morrison	Information
	B. Resolution 23-28 Authorizing the Filing of an Application with East-West Gateway Council of Governments for Congestion Mitigation and Air Quality Improvement Funds for RideFinders Vans, Marketing and Outreach	Discussion/Action
	C. Resolution 23-29 Authorizing an Award of Contract for Low/No Emission Equipment and Infrastructure Planning Study	Discussion/Action
	D. Resolution 23-30 Authorizing the Adoption of the Madison County Mass Transit District's Revised Procurement Policies and Practices	Discussion/Action
VII.	<u>Executive Session to discuss the sale or lease of real property under (6) and discussion of lawfully closed minutes under (21), of the Open Meetings Act (5 ILCS 120/2 (c))</u>	Discussion
VIII.	<u>Other Business:</u>	
	A. Resolution 23-31 Authorizing the Release of Certain Executive Session Minutes	
IX.	<u>Adjournment</u>	Discussion/Action

Next meeting date: February 23, 2023

MINUTES
Board of Trustees
Madison County Mass Transit District
8:30 a.m., Thursday, December 15, 2022
1 Transit Way, Pontoon Beach, Illinois

I. Pledge of Allegiance

Chairman Jedda led the reciting of the Pledge of Allegiance.

II. Call to Order: Roll Call

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

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

MEMBERS ABSENT: NONE

OTHERS PRESENT: STEVEN J. MORRISON, ACT; AMANDA SMITH, ACT; MICHELLE DOMER, PENNY BROWN, ACT; ACT; ROB SCHMIDT, ACT; PHIL ROGGIO, ACT; MARK STEYER, ACT; JULIE REPP, ACT; JOE DOMER, ACT; EMILY NIELSEN, LEGAL COUNSEL; SCOTT WEBER, SCHEFFEL BOYLE; MIKE WEVER, GENERAL PUBLIC

III. Public Comments:

Mike Wever commented on the trails.

IV. Consideration of the minutes of the November 17, 2022, regular meeting for inclusion in the Official Records of the District.

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

A ROLL CALL VOTE FOLLOWED:

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

ALL AYES. NO NAYS. MOTION CARRIED

V. Financial

A. Payments and Claims: Consideration of the November 2022 claims for payment:

Managing Director SJ Morrison presented the payments and claims report.

ADOMITE MADE THE MOTION, SECONDED BY ECONOMY, TO APPROVE THE PAYMENTS AND CLAIMS FOR PAYMENT EXCLUDING ACT

A ROLL CALL VOTE FOLLOWED:

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

ALL AYES. NO NAYS. MOTION CARRIED.

ADOMITE MADE THE MOTION, SECONDED BY ECONOMY, TO APPROVE THE PAYMENTS AND CLAIMS FOR PAYMENT FOR ACT

A ROLL CALL VOTE FOLLOWED:

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

J. KELLY SCHMIDT ABSTAINED. NO NAYS. MOTION CARRIED.

B. Monthly Financial Report: Review of the monthly financial records as of November 30, 2022.

Managing Director, Steven J. Morrison, presented the monthly financial report.

ADOMITE MADE THE MOTION, SECONDED BY SCHMIDT, TO APPROVE THE MONTHLY FINANCIAL REPORT AS OF NOVEMBER 30, 2022.

A ROLL CALL VOTE FOLLOWED:

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

ALL AYES. NO NAYS. MOTION CARRIED.

C. Scott Weber of Scheffel Boyle presented the MCT audit for June 30, 2022.

VI. Services

A. Managing Director's Report:

Managing Director, Steven J. Morrison, presented the Managing Director's Report.

B. ADOMITE MADE THE MOTION, SECONDED BY SCHMIDT, TO APPROVE THE FOLLOWING RESOLUTION:

23-24 APPROVING UPDATES TO THE PUBLIC TRANSPORTATION AGENCY SAFETY PLAN (PTASP)

A ROLL CALL VOTE FOLLOWED:

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

ALL AYES. NO NAYS. MOTION CARRIED.

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

23-25 AUTHORIZING AN AWARD OF CONTRACT FOR CONSTRUCTION OF THE SCHOOLHOUSE TRAIL TUNNEL UNDER IL-157

A ROLL CALL VOTE FOLLOWED:

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

ALL AYES. NO NAYS. MOTION CARRIED.

D. ADOMITE MADE THE MOTION, SECONDED BY GUY, TO APPROVE THE FOLLOWING RESOLUTION:

23-26 AUTHORIZING AN AWARD OF CONTRACT FOR A LOW FLOOR FRONT RUNNER

A ROLL CALL VOTE FOLLOWED:

ALLEN P. ADOMITE	AYE
CHRISTOPHER C. GUY	AYE

ANDREW F. ECONOMY AYE
RONALD L. JEDDA AYE
J. KELLY SCHMIDT AYE

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

23-27 ESTABLISHING JERRY KANE PLAZA AT THE MCT LECLAIRE PARK AND RIDE

A ROLL CALL VOTE FOLLOWED:

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

ALL AYES. NO NAYS. MOTION CARRIED.

VII. Executive session to discuss the setting of a price for sale or lease of property owned by the public body under (6), of the Open Meetings Act (5 ILCS 120/2(c)).

ADOMITE MADE THE MOTION, SECONDED BY ECONOMY, TO MOVE INTO EXECUTIVE (CLOSED) SESSION TO DISCUSS THE SETTING OF A PRICE FOR SALE OR LEASE OF PROPERTY OWNED BY THE PUBLIC BODY UNDER (6), OF THE OPEN MEETINGS ACT (5 ILCS 120/2(C)).

A ROLL CALL VOTE FOLLOWED:

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

ALL AYES. NO NAYS. MOTION CARRIED

JEDDA MADE THE MOTION, SECONDED BY GUY, TO RETURN TO OPEN SESSION.

A ROLL CALL VOTE FOLLOWED:

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

ALL AYES. NO NAYS. MOTION CARRIED

VIII. Other Business

The Board discussed future goals for the MCT Managing Director.

IX. Adjournment:

ADOMITE MADE THE MOTION, SECONDED BY ECONOMY TO ADJOURN.

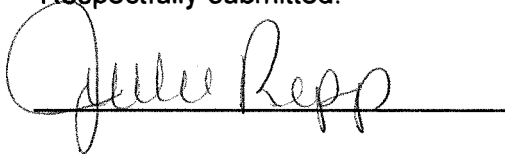
A ROLL CALL VOTE FOLLOWED:

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

ALL AYES. NO NAYS. MOTION CARRIED.

Meeting adjourned at 9:53 a.m.

Respectfully submitted.

A handwritten signature in cursive script, reading "Julie Repp", is written over a solid horizontal line.

AGENCY FOR COMMUNITY TRANSIT (AGENC
 1 TRANSIT WAY
 Pontoon Beach, IL 62040-2868
 United States
 37-1169404

Pay Statements
MCT Board Pay Statements

Last Name	First Name	#	Pay Period Start	Pay Period End	Pay Date	Gross	Reimbursement	Taxes (EE)	Net Payment
ADOMITE	ALLEN	-567	12/01/2022	12/31/2022	01/26/2023	\$200.00	-	\$200.00	-
ECONOMY	ANDREW	-568	12/01/2022	12/31/2022	01/26/2023	\$200.00	\$6.25	\$15.30	\$190.95
GUY	CHRISTOPHER	-569	12/01/2022	12/31/2022	01/26/2023	\$200.00	-	\$15.30	\$184.70
JEDDA	RONALD	-571	12/01/2022	12/31/2022	01/26/2023	\$200.00	\$24.75	\$200.00	\$24.75
SCHMIDT	J. KELLY	-570	12/01/2022	12/31/2022	01/26/2023	\$200.00	\$10.00	\$200.00	\$10.00
Report Total						\$1,000.00	\$41.00	\$630.60	\$410.40



Madison County Mass Transit District



CHECK REGISTER

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

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
4230377	01/09/2023	PRTD	1253 City Treasurer-Grani		122822GCTC	12/28/2022		010623	19.80
						CHECK	4230377	TOTAL:	19.80
4230378	01/09/2023	PRTD	3984 City of Troy		010423SPTPR	01/04/2023		010623	15.31
					010523WSTPR	01/05/2023		010623	26.90
						CHECK	4230378	TOTAL:	42.21
4230379	01/09/2023	PRTD	1507 Energy Petroleum Co		212714	12/15/2022		010623	15,369.96
						CHECK	4230379	TOTAL:	15,369.96
4230380	01/09/2023	PRTD	1220 Illinois American Wa		0623ILRt3PR	12/21/2022		010623	147.28
						CHECK	4230380	TOTAL:	147.28
4230381	01/09/2023	PRTD	1220 Illinois American wa		122322GCTC	12/23/2022		010623	242.61
						CHECK	4230381	TOTAL:	242.61
4230382	01/09/2023	PRTD	2044 Petroleum Traders Co		1836768	12/09/2022		010623	20,015.36
					1837642	12/13/2022		010623	20,665.53
					1838991	12/16/2022		010623	22,484.27
						CHECK	4230382	TOTAL:	63,165.16
4230383	01/09/2023	PRTD	1053 Special Service Area		122822	12/28/2022		010623	536.11
					122822BW	12/28/2022		010623	599.83
					122822N	12/28/2022		010623	97.21
						CHECK	4230383	TOTAL:	1,233.15
4230384	01/09/2023	PRTD	1506 Village of Glen Carb		122122GLPR	12/21/2022		010623	12.20
						CHECK	4230384	TOTAL:	12.20

CHECK REGISTER

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

INV DATE PO WARRANT NET

4230385	01/09/2023	PRTD	1932 Wex Bank		86069176	12/31/2022		010623	6,026.05
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CHECK 4230385 TOTAL: 6,026.05

NUMBER OF CHECKS 9 *** CASH ACCOUNT TOTAL *** 86,258.42

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	9	86,258.42

*** GRAND TOTAL *** 86,258.42

Madison County Mass Transit District



CHECK REGISTER

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

INV DATE PO WARRANT NET

4230386	01/17/2023	PRTD	1043 AT&T		JAN23	01/01/2023		011323	22.93
						CHECK	4230386	TOTAL:	22.93
4230387	01/17/2023	PRTD	1433 City of Edwardsville		010623WSETC	01/06/2023		011323	241.24
						CHECK	4230387	TOTAL:	241.24
4230388	01/17/2023	PRTD	1436 City of Highland		DEC22HPR	01/05/2023		011323	110.27
						CHECK	4230388	TOTAL:	110.27
4230389	01/17/2023	PRTD	2047 City of Wood River		010923WSWRTC	01/09/2023		011323	43.96
					010923SPWRTC	01/09/2023		011323	6.50
						CHECK	4230389	TOTAL:	50.46
4230390	01/17/2023	PRTD	1220 Illinois American wa		011123AHSRIR	01/11/2023		011323	66.38
						CHECK	4230390	TOTAL:	66.38
4230391	01/17/2023	PRTD	1220 Illinois American wa		011123AHSRWS	01/11/2023		011323	101.99
						CHECK	4230391	TOTAL:	101.99
4230392	01/17/2023	PRTD	1733 Johnny on the Spot #		47-000257747	12/31/2022		011323	1,214.72
						CHECK	4230392	TOTAL:	1,214.72
4230393	01/17/2023	PRTD	1051 Pontoon Beach Public		010423T	01/04/2023		011323	24.00
					010423BW	01/04/2023		011323	485.17
					010423-2	01/04/2023		011323	439.30
					010423-1	01/04/2023		011323	315.68
					010423N	01/04/2023		011323	26.17
					010423SS	01/04/2023		011323	24.00
						CHECK	4230393	TOTAL:	1,314.32

CHECK REGISTER

NUMBER OF CHECKS 8 *** CASH ACCOUNT TOTAL *** 3,122.31

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	8	3,122.31

*** GRAND TOTAL *** 3,122.31

Madison County Mass Transit District



CHECK REGISTER

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

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
4230394	01/26/2023	PRTD	4012 AAIC, Inc.		17189	01/05/2023		012623	1,517.50
					17188	01/04/2023		012623	1,616.00
					17184	01/04/2023		012623	15,096.00
					17185	01/04/2023		012623	50.00
							CHECK	4230394 TOTAL:	18,279.50
4230395	01/26/2023	PRTD	2501 Agency for Community		DEC22BW	01/16/2023		012623	78,988.14
					DEC22DR	01/16/2023		012623	260,920.78
					DEC22VP	01/16/2023		012623	30,052.41
					DEC22RS	01/16/2023		012623	44,824.44
					DEC22FR	01/16/2023		012623	2,130,211.72
							CHECK	4230395 TOTAL:	2,544,997.49
4230396	01/26/2023	PRTD	1050 Ameren Illinois		DEC22AHSR	12/30/2022		012623	189.85
							CHECK	4230396 TOTAL:	189.85
4230397	01/26/2023	PRTD	1050 Ameren Illinois		DEC22ETC	01/06/2023		012623	463.84
							CHECK	4230397 TOTAL:	463.84
4230398	01/26/2023	PRTD	1050 Ameren Illinois		DEC22L	01/05/2023		012623	50.63
							CHECK	4230398 TOTAL:	50.63
4230399	01/26/2023	PRTD	1050 Ameren Illinois		NOV22	12/14/2022		012623	5,861.72
							CHECK	4230399 TOTAL:	5,861.72
4230400	01/26/2023	PRTD	1501 Ameren Illinois		122122	12/21/2022		012623	26.40
							CHECK	4230400 TOTAL:	26.40
4230401	01/26/2023	PRTD	1501 Ameren Illinois		122122ATC	12/21/2022		012623	422.02

CHECK REGISTER

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

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
								CHECK 4230401 TOTAL:	422.02
4230402	01/26/2023	PRTD	1501 Ameren Illinois		DEC22	01/09/2023		012623	3,643.93
								CHECK 4230402 TOTAL:	3,643.93
4230403	01/26/2023	PRTD	1501 Ameren Illinois		DEC22MainGT	01/04/2023		012623	12.82
								CHECK 4230403 TOTAL:	12.82
4230404	01/26/2023	PRTD	2031 Best-One Fleet Servi		3200003324	12/20/2022		012623	471.00
					3200003275	12/15/2022		012623	444.00
					3200003591	01/05/2023		012623	1,283.50
					3200003648	01/09/2023		012623	224.00
					3200003657	01/06/2023		012623	11,856.00
								CHECK 4230404 TOTAL:	14,278.50
4230405	01/26/2023	PRTD	4075 Bridgestone Americas		6537773718	12/23/2022		012623	509.76
								CHECK 4230405 TOTAL:	509.76
4230406	01/26/2023	PRTD	1008 Collinsville sr. Cit		2300000098	01/10/2023		012623	753.91
								CHECK 4230406 TOTAL:	753.91
4230407	01/26/2023	PRTD	4048 Dovetail Inc.		INV-23555	12/31/2022	12200029	012623	220.50
								CHECK 4230407 TOTAL:	220.50
4230408	01/26/2023	PRTD	1092 The Edwardsville Int		300974309	12/25/2022		012623	228.41
								CHECK 4230408 TOTAL:	228.41
4230409	01/26/2023	PRTD	1507 Energy Petroleum Co		224973	12/30/2022		012623	19,311.15
								CHECK 4230409 TOTAL:	19,311.15

Madison County Mass Transit District



CHECK REGISTER

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

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
4230410	01/26/2023	PRTD	1029 Fort Russell Townshi		121722	12/17/2022		012623	207.35
					011323	01/11/2023		012623	304.20
						CHECK	4230410	TOTAL:	511.55
4230411	01/26/2023	PRTD	1014 Granite City Townshi		121522	12/15/2022		012623	2,396.66
						CHECK	4230411	TOTAL:	2,396.66
4230412	01/26/2023	PRTD	4042 Illinois Power Marke		421122122121	12/29/2022		012623	9,428.44
						CHECK	4230412	TOTAL:	9,428.44
4230413	01/26/2023	PRTD	3920 The Jerry Costello G		FEB23	01/03/2023		012623	7,000.00
						CHECK	4230413	TOTAL:	7,000.00
4230414	01/26/2023	PRTD	1602 Madison County State		FEB23	01/03/2023		012623	8,000.00
						CHECK	4230414	TOTAL:	8,000.00
4230415	01/26/2023	PRTD	1874 Main Street Communit		011223	01/09/2023		012623	588.05
						CHECK	4230415	TOTAL:	588.05
4230416	01/26/2023	PRTD	1698 O'Brien Tire & Auto		0240638	12/15/2022		012623	526.32
					0240801	12/27/2022		012623	1,444.50
					0240807	12/29/2022		012623	1,947.62
					0241014	01/05/2023		012623	132.44
						CHECK	4230416	TOTAL:	4,050.88
4230417	01/26/2023	PRTD	1173 Oates Associates, In		36389	12/13/2022		012623	7,582.50
						CHECK	4230417	TOTAL:	7,582.50
4230418	01/26/2023	PRTD	2044 Petroleum Traders Co		1841817	12/27/2022		012623	21,656.95
					1840569	12/21/2022		012623	19,449.37

CHECK REGISTER

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

INV DATE PO WARRANT NET

					1842342	12/28/2022		012623	21,441.78
					1844221	01/04/2023		012623	20,421.95
					1845692	01/09/2023		012623	21,781.66
						CHECK	4230418	TOTAL:	104,751.71
4230419	01/26/2023	PRTD	4074 R.W. Boeker Company		010923	01/03/2023	22300004	012623	119,430.90
						CHECK	4230419	TOTAL:	119,430.90
4230420	01/26/2023	PRTD	1503 RCS Construction, In		153993	12/21/2022	12300014	012623	13,500.00
						CHECK	4230420	TOTAL:	13,500.00
4230421	01/26/2023	PRTD	4061 Sheppard, Morgan & S		41276	12/15/2022		012623	484.00
						CHECK	4230421	TOTAL:	484.00
4230422	01/26/2023	PRTD	3980 The Bancorp Bank		576655	12/30/2022	12100078	012623	706.54
						CHECK	4230422	TOTAL:	706.54
4230423	01/26/2023	PRTD	1506 Village of Glen Carb		INV00587	12/13/2022		012623	589.67
					INV00594	01/01/2023		012623	492.10
						CHECK	4230423	TOTAL:	1,081.77
4230424	01/26/2023	PRTD	3923 Xerox Corporation		017905816	01/02/2023	12200093	012623	57.00
					017905817	01/02/2023	12200093	012623	152.00
						CHECK	4230424	TOTAL:	209.00
4230425	01/26/2023	PRTD	3923 Xerox Corporation		017788240	12/06/2022	12200093	012623	596.90
						CHECK	4230425	TOTAL:	596.90

CHECK REGISTER

NUMBER OF CHECKS 32 *** CASH ACCOUNT TOTAL *** 2,889,569.33

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	32	2,889,569.33

*** GRAND TOTAL *** 2,889,569.33

CHECK REGISTER
JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
1000 MCT Operating Fund	161,361.05	
2000 MCT Capital Funds		161,361.05
	TOTAL	
	161,361.05	161,361.05

** END OF REPORT - Generated by Therese Pohlman **

CHECK REGISTER

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

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
4230426	01/26/2023	PRTD	1050 Ameren Illinois		DEC22	01/17/2023		012623B	9,619.34
						CHECK	4230426	TOTAL:	9,619.34
4230427	01/26/2023	PRTD	1058 American Public Tran		092410	08/26/2022		012623B	237.60
						CHECK	4230427	TOTAL:	237.60
4230428	01/26/2023	PRTD	2031 Best-One Fleet Servi		3200003794	01/13/2023		012623B	284.00
						CHECK	4230428	TOTAL:	284.00
4230429	01/26/2023	PRTD	4075 Bridgestone Americas		6538508779	01/16/2023		012623B	626.46
						CHECK	4230429	TOTAL:	626.46
4230430	01/26/2023	PRTD	1436 City of Highland		21	01/18/2023		012623B	448.63
						CHECK	4230430	TOTAL:	448.63
4230431	01/26/2023	PRTD	1010 East-West Gateway Co		011923	01/19/2023		012623B	10,645.00
						CHECK	4230431	TOTAL:	10,645.00
4230432	01/26/2023	PRTD	1029 Fort Russell Townshi		012023	01/19/2023		012623B	16.00
						CHECK	4230432	TOTAL:	16.00
4230433	01/26/2023	PRTD	4083 HeartLands Conservan		2022-116	12/31/2022	12300013	012623B	1,620.16
						CHECK	4230433	TOTAL:	1,620.16
4230434	01/26/2023	PRTD	1439 Juneau Associates, I		47658	11/30/2022		012623B	5,106.25
					47657	11/30/2022		012623B	15,286.00
						CHECK	4230434	TOTAL:	20,392.25
4230435	01/26/2023	PRTD	1437 Keller Construction,		012323	01/23/2023	12200058	012623B	206,877.64
						CHECK	4230435	TOTAL:	206,877.64

CHECK REGISTER

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

INV DATE PO WARRANT NET

4230436	01/26/2023	PRTD	4080 Limbaugh Constructio	012423		01/24/2023	12300008	012623B	17,559.20
						CHECK	4230436	TOTAL:	17,559.20
4230437	01/26/2023	PRTD	1698 O'Brien Tire & Auto	0241136		01/11/2023		012623B	2,348.54
				0241278		01/18/2023		012623B	164.97
						CHECK	4230437	TOTAL:	2,513.51
4230438	01/26/2023	PRTD	1173 Oates Associates, In	36457		01/12/2023		012623B	6,610.00
				36479		01/13/2023		012623B	6,262.55
				36474		01/12/2023		012623B	9,245.85
				36537		01/17/2023		012623B	5,215.00
						CHECK	4230438	TOTAL:	27,333.40
4230439	01/26/2023	PRTD	2044 Petroleum Traders Co	1846760		01/11/2023		012623B	22,538.83
				1848176		01/16/2023		012623B	23,973.56
				1848172		01/16/2023		012623B	18,417.25
				1849477		01/19/2023		012623B	24,277.74
						CHECK	4230439	TOTAL:	89,207.38
4230440	01/26/2023	PRTD	4071 S.M. Wilson & Co.	0322003-06		01/05/2023	12200090	012623B	602,212.50
						CHECK	4230440	TOTAL:	602,212.50
4230441	01/26/2023	PRTD	4061 Sheppard, Morgan & S	41326		12/27/2022		012623B	1,417.42
				41368		01/17/2023		012623B	1,554.74
						CHECK	4230441	TOTAL:	2,972.16
4230442	01/26/2023	PRTD	4004 Victory Lane Chrysler	J23104		01/16/2023	22300002	012623B	43,430.00
				J23105		01/16/2023	22300002	012623B	43,430.00
				J23106		01/16/2023	22300002	012623B	43,430.00

CHECK REGISTER

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

INV DATE PO WARRANT NET

CHECK 4230442 TOTAL: 130,290.00

NUMBER OF CHECKS 17 *** CASH ACCOUNT TOTAL *** 1,122,855.23

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	17	1,122,855.23

*** GRAND TOTAL *** 1,122,855.23

**Madison County Transit District
Management Report of Revenue and Expenses
December, 2022**

	<u>Current Month</u>	<u>Current YTD</u>	<u>Prior YTD</u>	<u>Percentage Increase / (Decrease) Over Prior YTD</u>	<u>FY23 Budget</u>	<u>Budget % Expended (50% of FY)</u>
Revenue						
Operating Revenue						
Sales Tax Revenue	\$1,068,522.76	\$6,604,891.73	\$6,285,112.32	5%	\$11,000,000	60%
Interest Income	40,549.10	230,923.01	336,563.06	-31%	678,000	34%
Investments-Mark to Market	68,776.82	(251,166.00)	0.00	100%	0	100%
IDOT Operating Assistance	176,418.02	7,669,908.55	8,682,688.12	0%	17,200,000	45%
Federal CARES Act Funding	0.00	953,193.00	984,501.00	0%	4,020,000	24%
Local Sales Tax Reform Fund	339,309.56	1,835,856.25	1,771,945.96	1441%	3,000,000	61%
CMAQ Rideshare Marketing and Outreach	9,624.00	16,073.00	119,150.00	0%	622,000	3%
Commuter Initiative	0.00	1,117.74	0.00	0%	75,000	1%
Fares	0.00	87,500.00	85,000.00	0%	560,000	16%
Other Revenue	25.00	21,101.05	136,065.72	-56%	147,000	14%
Lease/Rental Income	0.00	32,046.93	47,747.69	100%	0	0%
Total Operating Revenue	\$1,703,225.26	\$17,201,445.26	\$18,448,773.87	-7%	\$37,302,000	46%
Capital Revenue						
FTA Transit Admin Section 5307	\$772,686.00	\$2,534,533.00	\$240,619.00	0%	\$9,109,086	28%
FTA Transit Admin Section 5339	0.00	0.00	0.00	0%	2,700,000	0%
Congestion Mitigation Air Quality	0.00	0.00	0.00	0%	4,045,000	0%
Rebuild Illinois	0.00	48,610.90	126,914.25	0%	21,377,173	0%
Illinois Department of Transportation	0.00	393,119.28	3,962.87	0%	5,550,000	7%
Illinois Department of Natural Resources	0.00	0.00	0.00	0%	165,000	0%
Intergovernmental Agreements	0.00	0.00	0.00	0%	150,000	0%
Metro East Park and Recreation District	0.00	49,273.00	0.00	0%	2,300,000	2%
Ruture Grants	0.00	0.00	0.00	0%	10,987,821	0%
Total Capital Revenue	\$772,686.00	\$3,025,536.18	\$371,496.12	0%	\$56,384,080	5%
Total Revenues	\$2,475,911.26	\$20,226,981.44	\$18,820,269.99	7%	\$93,686,080	22%
Expenses						
Operating Expenses						
Fixed Route and Paratransit	\$2,788,304.48	\$15,312,217.75	\$13,322,795.15	15%	\$29,107,000	53%
ACT Administrative Contract	0.00	0.00	0.00	0%	476,000	0%
Rideshare	103,202.33	484,340.45	373,871.28	30%	954,000	51%
Professional and Other Services	15,000.00	90,000.00	140,550.00	-36%	330,000	27%
Trustee Expenses	1,076.50	6,659.12	6,653.40	0%	30,000	22%
District Office Expenses	40,892.71	167,744.39	164,949.49	2%	433,000	39%
Facilities Maintenance	84,143.01	542,506.23	461,412.96	18%	1,007,000	54%
District Budget Contingency	0.00	0.00	0.00	0%	1,000,000	0%
Total Operating Expenses	\$3,032,619.03	\$16,603,467.94	\$14,470,232.28	15%	\$33,337,000	50%
Capital Expenses						
Bikeways	\$161,880.35	\$1,420,576.24	\$1,608,240.29	-12%	\$38,860,000	4%
Bus Station/Stops and Park & Ride	3,133.45	29,238.20	299,888.96	100%	9,496,000	0%
Cooperative Police Bicycle Grant Program	0.00	10,823.00	0.00	0%	50,000	22%
Facility Improvements	1,191,672.63	4,242,655.73	159,104.76	2567%	21,561,245	20%
Maintenance Equipment	0.00	0.00	0.00	0%	365,000	0%
MIS Equipment	0.00	0.00	27,922.86	0%	5,550,000	0%
Transit Support Equipment	0.00	114,984.45	0.00	0%	196,000	59%
Vehicles - Buses	0.00	0.00	214,974.66	100%	21,566,250	0%
Vehicles - Rideshare Vans	0.00	0.00	33,962.00	0%	445,000	0%
Vehicles - Transit Support	45,386.00	45,386.00	0.00	0%	402,600	11%
Contingency	0.00	0.00	0.00	0%	2,000,000	0%
Total Capital Expenses	\$1,402,072.43	\$5,863,663.62	\$2,344,093.53	150%	\$100,492,095	6%
Total Expenses	\$4,434,691.46	\$22,467,131.56	\$16,814,325.81	34%	\$133,829,095	17%
Excess Revenue Over (Under) Expenses	(\$1,958,780.20)	(\$2,240,150.12)	\$2,005,944.18	-212%	(\$40,143,015)	6%

Madison County Mass Transit District
Income Statement with Budget Variance for the
Period Ended December 31, 2022

Description	Current Period				Year to Date			
	Actual	Budget	Deviation	Pct	Actual	Budget	Deviation	Pct ytd
OPERATING REVENUE								
Sales Tax Revenue	1,068,522.76	916,666.66	151,856.10	116.57	6,604,891.73	5,500,000.00	1,104,891.73	120.09
Interest Income	40,549.10	56,500.00	-15,950.90	71.77	230,923.01	339,000.00	-108,076.99	68.12
Investments-Mark to Market	68,776.82	0.00	68,776.82	0.00	-251,166.00	0.00	-251,166.00	0.00
IDOT Operating Assistance	176,418.02	1,433,333.34	-1,256,915.32	12.31	7,669,908.55	8,600,000.00	-930,091.45	89.18
Federal CARES Act Funding	0.00	335,000.00	-335,000.00	0.00	953,193.00	2,010,000.00	-1,056,807.00	47.42
Local Sales Tax Reform Fund	339,309.56	250,000.00	89,309.56	135.72	1,835,856.25	1,500,000.00	335,856.25	122.39
CMAQ Rideshare Marketing & Outreach	9,624.00	51,833.34	-42,209.34	18.57	16,073.00	311,000.00	-294,927.00	5.17
Commuter Initiative	0.00	6,250.00	-6,250.00	0.00	1,117.74	37,500.00	-36,382.26	2.98
Fares	0.00	46,666.66	-46,666.66	0.00	87,500.00	280,000.00	-192,500.00	31.25
Other Revenue	25.00	12,250.00	-12,225.00	0.20	21,101.05	73,500.00	-52,398.95	28.71
Lease/Rental Income	0.00	0.00	0.00	0.00	32,046.93	0.00	32,046.93	0.00
TOTAL OPERATING REVENUE	1,703,225.26	3,108,500.00	-1,405,274.74	54.79	17,201,445.26	18,651,000.00	-1,449,554.74	92.23
CAPITAL REVENUE								
Fed Transit Admin Section 5307	772,686.00	759,090.50	13,595.50	101.79	2,534,533.00	4,554,543.00	-2,020,010.00	55.65
Fed Transit Admin Section 5339	0.00	225,000.00	-225,000.00	0.00	0.00	1,350,000.00	-1,350,000.00	0.00
Congestion Mitigation Air Quality	0.00	337,083.34	-337,083.34	0.00	0.00	2,022,500.00	-2,022,500.00	0.00
Rebuild Illinois	0.00	1,781,431.09	-1,781,431.09	0.00	48,610.90	10,688,586.50	-10,639,975.60	0.45
Illinois Dept of Transportation	0.00	462,500.00	-462,500.00	0.00	393,119.28	2,775,000.00	-2,381,880.72	14.17
Illinois Dept of Natural Resources	0.00	13,750.00	-13,750.00	0.00	0.00	82,500.00	-82,500.00	0.00
Metro East Park and Recreation District	0.00	191,666.66	-191,666.66	0.00	49,273.00	1,150,000.00	-1,100,727.00	4.28
Future Grants	0.00	915,651.75	-915,651.75	0.00	0.00	5,493,910.50	-5,493,910.50	0.00
Intergovernmental Agreements	0.00	12,500.00	-12,500.00	0.00	0.00	75,000.00	-75,000.00	0.00
TOTAL CAPITAL REVENUE	772,686.00	4,698,673.34	-3,925,987.34	16.44	3,025,536.18	28,192,040.00	-25,166,503.82	10.73
TOTAL REVENUES	2,475,911.26	7,807,173.34	-5,331,262.08	31.71	20,226,981.44	46,843,040.00	-26,616,058.56	43.18
OPERATING EXPENSES								
Fixed Route and Paratransit	2,788,304.48	2,425,583.34	362,721.14	114.95	15,312,217.75	14,553,500.00	758,717.75	105.21
ACT Administrative Contract	0.00	39,666.66	-39,666.66	0.00	0.00	238,000.00	-238,000.00	0.00
Rideshare	103,202.33	79,500.00	23,702.33	129.81	484,340.45	477,000.00	7,340.45	101.54
Professional and Other Services	15,000.00	27,500.00	-12,500.00	54.55	90,000.00	165,000.00	-75,000.00	54.55
Trustee Expenses	1,076.50	2,500.00	-1,423.50	43.06	6,659.12	15,000.00	-8,340.88	44.39
District Office Expenses	40,892.71	36,083.34	4,809.37	113.33	167,744.39	216,500.00	-48,755.61	77.48
Facilities Maintenance	84,143.01	83,916.66	226.35	100.27	542,506.23	503,500.00	39,006.23	107.75
District Budget Contingency	0.00	83,333.34	-83,333.34	0.00	0.00	500,000.00	-500,000.00	0.00
TOTAL OPERATING EXPENSES	3,032,619.03	2,778,083.34	254,535.69	109.16	16,603,467.94	16,668,500.00	-65,032.06	99.61
CAPITAL EXPENSES								
Bikeways	161,880.35	3,238,333.34	-3,076,452.99	5.00	1,420,576.24	19,430,000.00	-18,009,423.76	7.31
Bus Station/Stops and Park & Ride	3,133.45	791,333.34	-788,199.89	0.40	29,238.20	4,748,000.00	-4,718,761.80	0.62
Cooperative Police Bicycle Grant Program	0.00	4,166.66	-4,166.66	0.00	10,823.00	25,000.00	-14,177.00	43.29
Facility Improvements	1,191,672.63	1,797,991.99	-606,319.36	66.28	4,242,655.73	10,773,293.31	-6,530,637.58	39.38
Maintenance Equipment	0.00	30,416.66	-30,416.66	0.00	0.00	182,500.00	-182,500.00	0.00
MIS Equipment	0.00	462,500.00	-462,500.00	0.00	0.00	2,775,000.00	-2,775,000.00	0.00
Transit Support Equipment	0.00	16,333.34	-16,333.34	0.00	114,984.45	98,000.00	16,984.45	117.33
Vehicles - Buses	0.00	1,797,187.50	-1,797,187.50	0.00	0.00	10,783,125.00	-10,783,125.00	0.00
Vehicles - Rideshare Vans	0.00	37,083.34	-37,083.34	0.00	0.00	222,500.00	-222,500.00	0.00
Vehicles - Transit Support	45,386.00	33,550.00	11,836.00	135.28	45,386.00	201,300.00	-155,914.00	22.55
Contingency	0.00	166,666.66	-166,666.66	0.00	0.00	1,000,000.00	-1,000,000.00	0.00
TOTAL CAPITAL EXPENSES	1,402,072.43	8,375,562.83	-6,973,490.40	16.74	5,863,663.62	50,238,718.31	-44,375,054.69	11.67
TOTAL EXPENSES	4,434,691.46	11,153,646.17	-6,718,954.71	39.76	22,467,131.56	66,907,218.31	-44,440,086.75	33.58
EXCESS REVENUE OVER EXPENSE	-1,958,780.20	-3,346,472.83	1,387,692.63	58.53	-2,240,150.12	-20,064,178.31	17,824,028.19	11.16

ASSETS	
Checking Account	109,288.35
Savings Accounts	103,323.53
Illinois Funds Investment Pool	4,081,422.71
Investments	59,242,000.00
Investments-Mark to Market	-873,427.99
Inventory	1,029,005.21
Capital Grants Receivables	1,164.00
Sales Tax Receivable	3,344,233.74
Interest Receivable	151,106.56
Prepaid Expenses	216,666.95
TOTAL ASSETS	67,404,783.06
LIABILITIES	
Accounts Payable	4,215,485.39
Retainage Payable	359,873.00
TOTAL LIABILITIES	4,575,358.39
FUND BALANCE	
Nonspendable Fund Balance	2,088,061.19
Committed Fund Balance	34,000,000.00
Assigned Fund Balance	24,483,015.29
Beginning Unassigned Fund Balance	4,498,498.31
Excess Revenue Over Expenses	-2,240,150.12
Total Unassigned Fund Balance	2,258,348.19
TOTAL FUND BALANCE	62,829,424.67
TOTAL LIABILITIES AND FUND BALANCE	67,404,783.06

UNAUDITED

MCT DETAILED SCHEDULE OF INVESTMENTS
AT DECEMBER 31, 2022

INSTITUTION	PURCHASE DATE	CD OR ACCOUNT NUMBER	MATURITY DATE	INTEREST RATES	CERTIFICATE AMOUNT	WEIGHTED AVERAGE INTEREST
INVESTMENTS PURCHASED DIRECTLY BY MCT						
CERTIFICATES OF DEPOSIT (CD)						
Bank of Hillsboro	03-06-20	***77371	02-06-23	1.95%	1,000,000.00	
Bank of Hillsboro	11-01-21	***71687	11-01-23	0.35%	942,000.00	
Bank of Hillsboro	11-23-20	***79783	11-23-23	0.85%	1,000,000.00	
Bank of Hillsboro	12-23-20	***77918	12-23-23	0.75%	250,000.00	
Bradford National Bank	12-19-22	***40775	12-19-23	4.75%	1,000,000.00	
Bradford National Bank	11-01-21	***40312	05-01-24	0.50%	1,000,000.00	
Carrollton Bank	03-29-21	***07550	05-29-23	0.41%	500,000.00	
Carrollton Bank	03-29-21	***07551	08-29-23	0.41%	500,000.00	
Carrollton Bank	03-29-21	***07552	10-29-23	0.41%	500,000.00	
Carrollton Bank	12-23-20	***07459	12-23-23	0.50%	1,000,000.00	
Carrollton Bank	03-29-21	***07553	01-29-24	0.46%	500,000.00	
Carrollton Bank	03-29-21	***07554	02-29-24	0.46%	500,000.00	
Citizens Equity First Credit Union	12-23-20	***86200	01-23-23	0.50%	2,000,000.00	
Citizens Equity First Credit Union	12-23-20	***86201	03-23-23	0.50%	1,000,000.00	
FCB Banks	11-23-20	***56720	06-23-23	0.65%	1,500,000.00	
State Bank of St. Jacob	07-27-22	***12687	07-27-23	2.91%	630,000.00	
State Bank of St. Jacob	08-25-22	***12699	02-25-25	2.90%	480,000.00	
United Community Bank	09-02-20	***20970	09-02-23	0.95%	1,000,000.00	
TOTAL CD'S					15,302,000.00	1.10%
CERTIFICATES OF DEPOSIT ACCOUNT REGISTRY SERVICE (CDARS)						
Bank of Belleville	04-01-21	***89108	03-28-24	0.71%	500,000.00	
Edwardsville Bank	02-04-21	***14073	03-30-23	0.60%	1,000,000.00	
Edwardsville Bank	04-01-21	***87288	10-19-23	0.45%	500,000.00	
Edwardsville Bank	04-01-21	***87296	03-28-24	0.55%	540,000.00	
Town and Country Bank	11-03-22	***30468	05-04-23	0.40%	1,000,000.00	
Town and Country Bank	02-03-22	***32172	08-01-24	1.00%	1,000,000.00	
Town and Country Bank	11-04-21	***96916	11-28-24	0.81%	500,000.00	
Town and Country Bank	02-03-22	***32334	01-30-25	1.25%	500,000.00	
TOTAL CDARS					5,540,000.00	0.71%
TOTAL INVESTMENTS PURCHASED DIRECTLY BY MCT					20,842,000.00	
FUNDS TRANSFERRED TO PORTFOLIO MANAGED BY BUSEY BANK (SEE SEPARATE REPORT FOR DETAILS)				varies	38,400,000.00	varies
GRAND TOTAL MCT INVESTMENTS					59,242,000.00	
CASH ACCOUNTS						
MCT checking account				0.20%	109,288.35	
MCT savings accounts				0.20%	103,323.53	
Illinois Funds investment pool				4.111%	4,081,422.71	
TOTAL CASH					4,294,034.59	3.92%
TOTAL CASH AND INVESTMENTS					63,536,034.59	

Madison County Mass Transit District Agency

STATEMENT REPORT

As of 12/31/2022

ACCOUNTS

Madison County Mass Transit District Agency

Market Update

(as of 11/30/2022)

Economic Recap

- The Fed may be taking note of the fact that the labor market has begun to cool (see the employment report below), while consumer price increases are showing signs of moderation. Nevertheless, prices remain elevated entering the holiday shopping season. However, business conditions remained generally positive, and consumers continued to spend, despite rising interest rates and decreasing levels of confidence. The Federal Reserve Bank of Atlanta's economic forecasting model, GDPNow, recently reduced its fourth quarter GDP growth estimate from 4.3% to 2.8%. U.S. GDP increased 2.9% in the third quarter, according to the second estimate released by the Bureau of Economic Analysis.
- Employment rose by 261,000 in October after increasing by 263,000 in September. Monthly job growth has averaged 407,000 thus far in 2022 compared with 562,000 in 2021. In October, notable job gains occurred in health care, professional and technical services, and manufacturing. The unemployment rate increased by 0.2 percentage points to 3.7% in October, and the number of unemployed persons rose by 306,000 to 6.1 million. The unemployment rate has been in a narrow range of 3.5% to 3.7% since March.
- Overall, while inflationary pressures continued to advance in October, there are signs that price increases are easing. The personal consumption expenditures price index, a preferred inflation indicator of the Federal Reserve, advanced 0.3% in October, the same increase as in September. For the year ended in October, prices have increased 6.0%. Prices less food and energy increased 0.2% in October and 5.0% since October 2021.
- Political unrest in China over that nation's COVID-related restrictions has been top of the news recently. The issues in China are likely to have a negative impact on the global economy, particularly the U.S. economy, as China is a main source of the global supply-chain system, which is still trying to recover from the pandemic.

Economic Data

	<u>Current</u>	<u>20-Year Average</u>	<u>Percentile</u>
Unemployment Rate	3.7%	6.0%	6%
CPI YoY (Urban)	7.7%	2.5%	96%
Inflation Expectations (5-Year)	2.5%	1.9%	83%
Fed Deficit (% of GDP)	5.1%	5.1%	68%
Household Debt/Income (Disposable)	101%	112%	21%
Housing Affordability Index	148.1	153.8	38%
US Dollar Index	25 106	89	98%

Source: Bloomberg

Market Update

(as of 11/30/2022)

Equity Recap

- Markets got a boost on the last day of the month as Federal Reserve Chairman Jerome Powell indicated rate hikes could ease in the coming months. Better than expected inflation readings during the month provided the chairman the flexibility to moderate slightly from the prior 0.75% rate hikes. The November rally in U.S. stocks marked the second straight month of gains, the first time that has occurred this year. The S&P 500 is now up over 14% since the end of the third quarter.
- Value stocks once again edged outgrowth stocks for the month, returning 6.0% and 5.1%, respectively. Also, all sectors were positive with material stocks leading the way, gaining 11.8% for the month. With almost all S&P 500 companies reporting third quarter earnings, it does appear earnings are slowing down. The blended earnings growth rate of 2.2%, would mark the lowest level of growth since the third quarter of 2020 when earnings declined 5.7% during the pandemic. Earnings growth remains a major question mark as we approach 2023 as investors try to gauge the impact of higher interest rates on corporate profits.
- International markets were the bright spot in November, easily outpacing the U.S. market. November saw a big reversal in the U.S. dollar as it weakened against most of the major currencies, amplifying international returns. In addition, during the last week of the month, major protests broke out in China over the country's zero COVID policy. It appears these protests may force a reversal or at least a softening to the policy, causing Chinese markets to rally.

Equity Data

	<u>1-Month</u>	<u>YTD</u>	<u>1-Year</u>	<u>3-Year</u>	<u>5-Year</u>
S&P 500	5.6%	-13.1%	-9.2%	10.9%	11.0%
S&P 400 Midcap	6.1%	-8.0%	-3.3%	10.3%	8.0%
Russell 2000	2.3%	-14.9%	-13.0%	6.4%	5.4%
MSCI EAFE	11.3%	-14.0%	-9.6%	2.5%	2.4%
MSCI Emerging Markets	14.8%	-18.7%	-17.1%	0.5%	-0.1%
MSCI ACWI	7.8%	-14.6%	-11.2%	7.1%	7.0%

Source: Bloomberg

Market Update

(as of 11/30/2022)

Fixed Income Recap

- After four straight 0.75% increases in the Fed Funds rate, the Fed has signaled that it is ready to soften its policy somewhat. At a speech on November 30, Fed Chairman Jerome Powell stated: "The time for moderating the pace of rate increases may come as soon as the December meeting." This means that a 0.50% increase is expected at the December meeting. He also stated that there is more work to be done in bringing inflation back to its target of 2%, which implies more rate hikes over the next few months.
- The bond market had been expecting this moderation (not a pivot). The 10-year U.S. Treasury yield has fallen 0.60% from 4.21% in early November to 3.61% by month-end, the lowest level since September. The 2-year Treasury yield held up better, falling only 0.41% to end at 4.31%. With the Fed expected to increase rates by another 0.75% to 1.00% over the next two meetings, the 2-year yield will likely match that rate near 5%.
- We expect monetary policy to remain restrictive for several more quarters. The bond market seems to think that a pivot to monetary easing is only a few months away. However, it is unlikely that inflation will decrease that quickly towards the Fed target and, in that case, rates may stay elevated for a longer period.

Fixed Income Data

	<u>1-Month</u>	<u>YTD</u>	<u>1-Year</u>	<u>3-Year</u>	<u>5-Year</u>
Bloomberg US Treasury	2.7%	-12.0%	-12.5%	-2.6%	0.1%
Bloomberg US Corporate	5.2%	-15.4%	-15.5%	-2.6%	0.7%
Bloomberg US Aggregate	3.7%	-12.6%	-12.8%	-2.6%	0.2%
Bloomberg US High Yield	2.2%	-10.6%	-9.0%	0.9%	2.5%
Bloomberg Global Agg Ex-US	5.6%	-19.7%	-19.8%	-6.0%	-3.3%
Bloomberg US Municipal	4.7%	-8.8%	-8.6%	-0.8%	1.4%

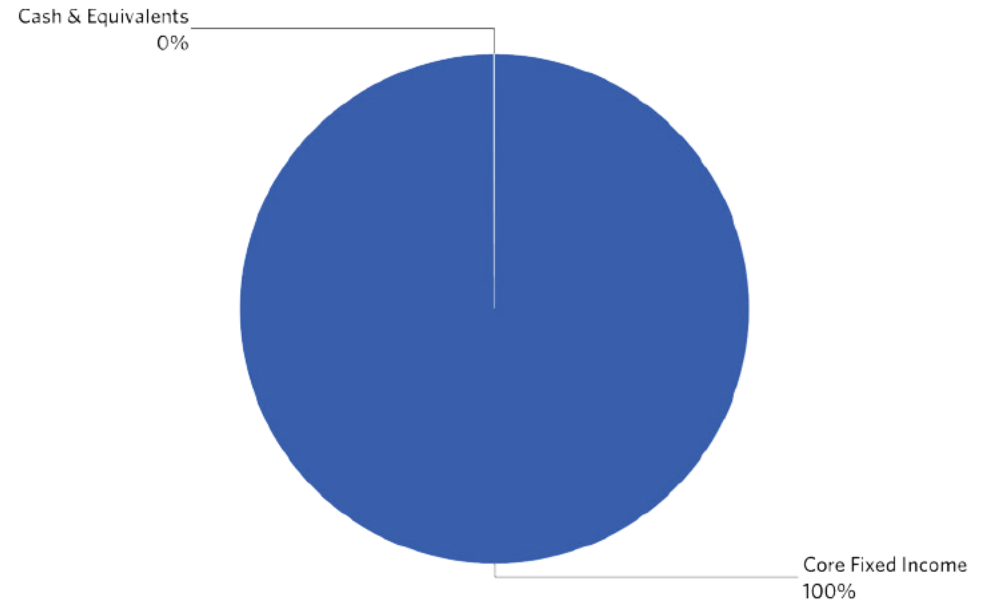
Source: Bloomberg

Portfolio Value Summary

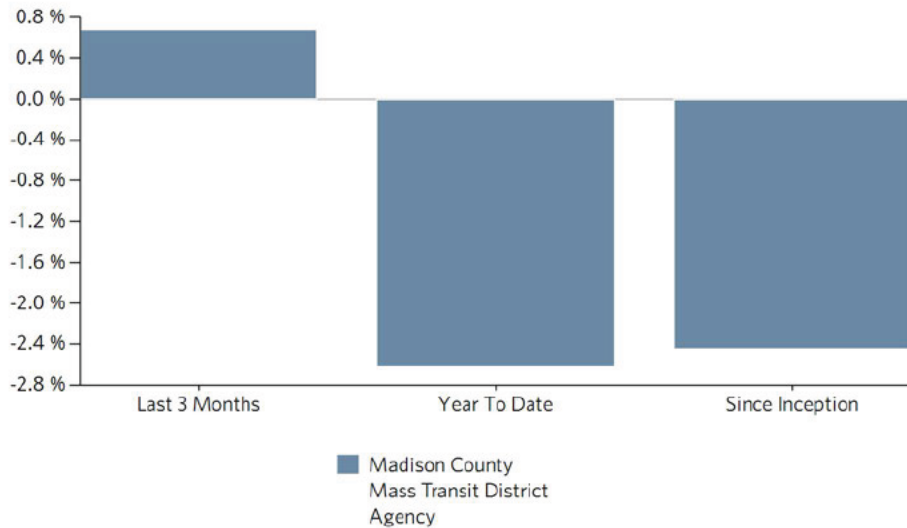
	Last 3 Months	Year To Date	Since 11/30/2021
Beginning Value	29,288,518	10,498,362	0
Net Additions	8,339,183	27,889,183	38,389,183
Gain/Loss	250,526	-509,317	-510,956
Ending Value	37,878,227	37,878,227	37,878,227
Return	0.7%	-2.6%	-2.5% ¹
MSCI ALL COUNTRIES ACWI Return	9.8%	-18.4%	-14.0%
BARCLAYS CAPITAL INTERMEDIATE GOV'T/CREDIT IN...	1.5%	-8.2%	-7.7%
S&P 500 TOTAL RETURN INDEX Return	7.6%	-18.1%	-13.4%
MSCI DEVELOPED EAFE(USD)(TRN) Return	17.3%	-14.5%	-9.3%
CONSUMER PRICE INDEX - (Monthly) Return	0.3%	6.8%	6.5%

¹ Annualized return

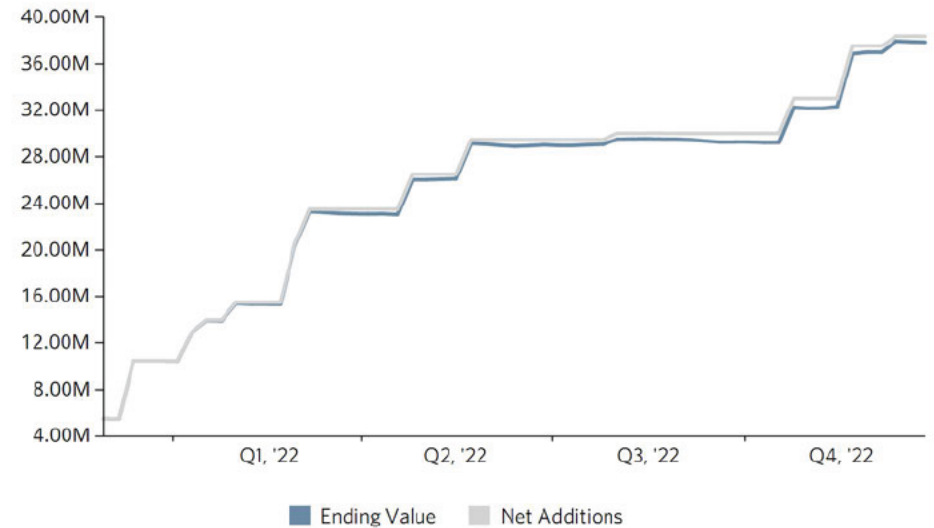
Asset Class Allocation



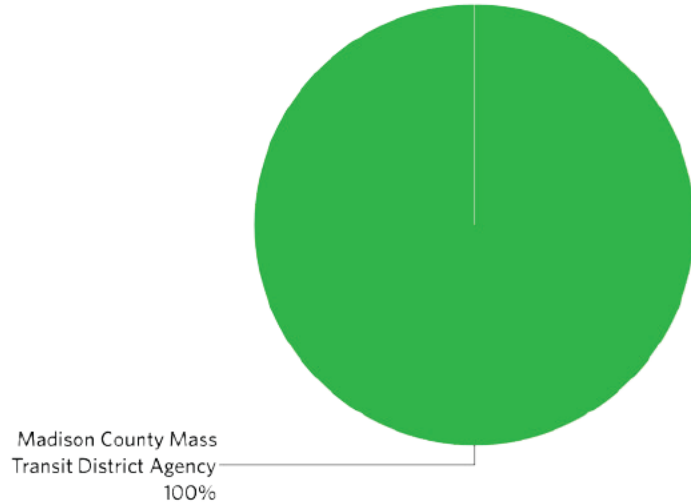
Portfolio Returns



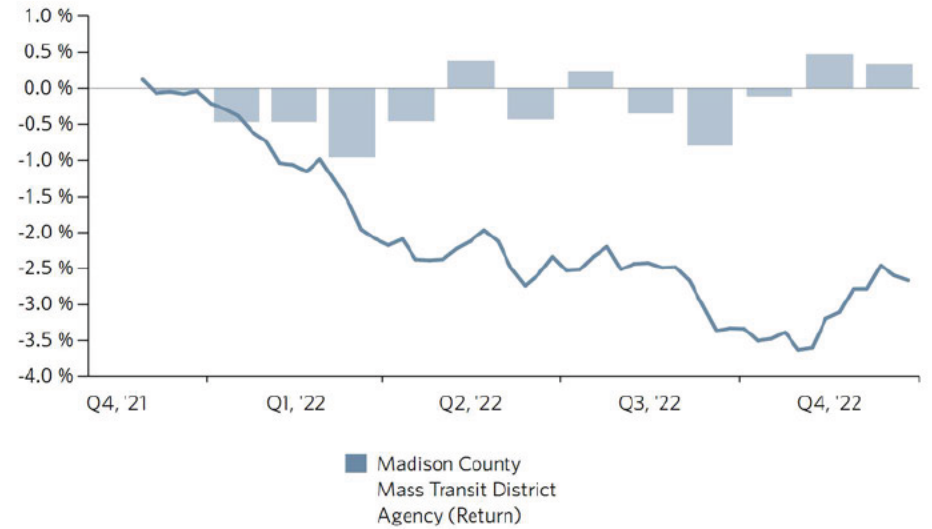
Net Additions and Market Value



Allocation by Account



Total Portfolio Performance

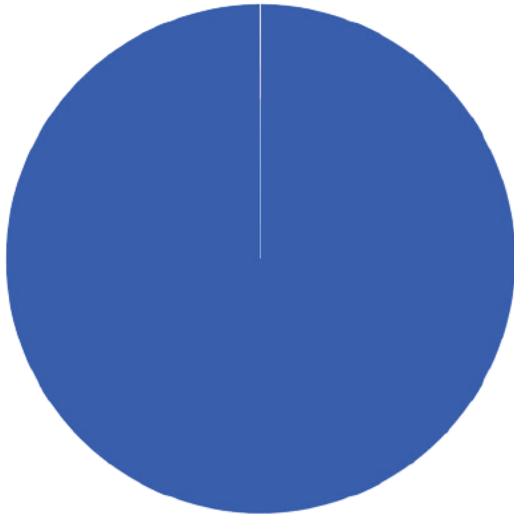


Summary of Portfolio Accounts

	Ending Value	Allocation	Last 3 Months Return	Year To Date Return	Since 11/30/2021 Return
Madison County Mass Transit District Agency	37,878,227	100.0%	0.7%	-2.6%	-2.5%¹
Madison County Mass Transit District Agency	37,878,227	100.0%	0.7%	-2.6%	-2.5% ¹

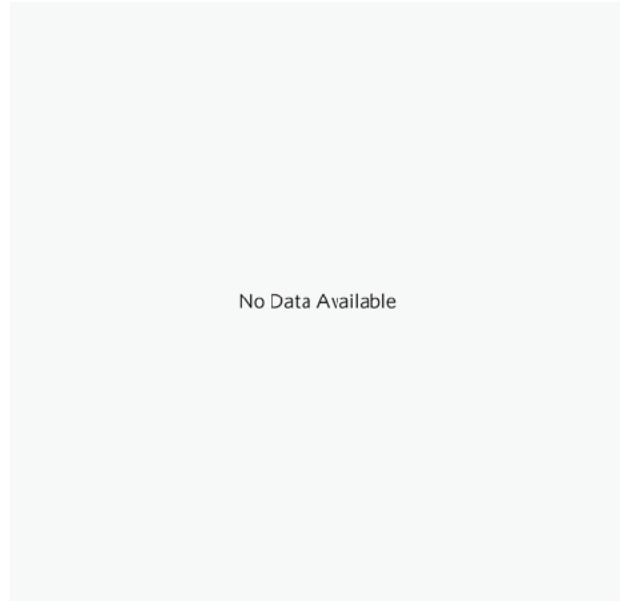
¹ Annualized return

Asset Class Allocation



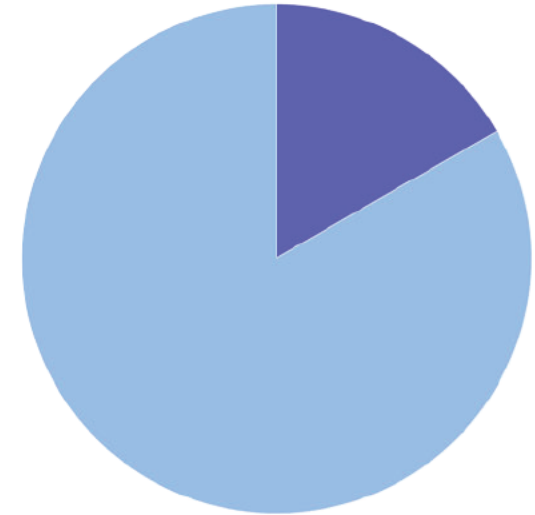
	Ending Value	Allocation
Madison County Mass Transit District Agency	37,878,227	100.0%
■ Core Fixed Income	37,862,624	100.0%
■ Cash & Equivalents	15,602	0.0%

Core Equity and Satellites Allocation



No Data Available

Core Fixed Income Allocation



	Ending Value	Allocation
Madison County Mass Transit District Agency	37,862,624	100.0%
■ Muni Bonds	6,310,072	16.7%
■ Taxable Bonds	31,552,552	83.3%

Portfolio Appraisal

	Units	Cost Basis	Unit Cost	Ending Value	Price	Total UGL	Yield	Projected Income
Madison County Mass Transit District Agency		38,558,077		37,878,227		-679,850	1.7%	650,123
1035033783 - Madison County Mass Transit District Agency		38,558,077		37,878,227		-679,850	1.7%	650,123
■ Muni Bonds		6,317,240		6,310,072		-7,168	2.6%	167,155
CALIFORNIA ST 2.65% 04/01/2026	1,000,000	943,920	94	946,915	94	2,995	2.8%	26,500
CALIFORNIA ST 5.5% 10/01/2025	1,000,000	1,033,330	103	1,029,082	102	-4,248	4.7%	47,972
CENTENNIAL INDPT SCH DIST NO 0 1.005% 02/01/2024	175,000	175,000	100	169,520	96	-5,480	1.0%	1,759
JEFFERSON CALIF ELEM SCH DIST 1.044% 09/01/2026	630,000	546,197	87	554,085	88	7,888	1.2%	6,577
LINCOLN NEB WEST HAYMARKET JT 5% 12/15/2025	500,000	505,304	101	507,616	101	2,312	4.9%	25,000
PENNSYLVANIA ST 0.95% 08/01/2025	700,000	631,127	90	641,227	91	10,100	1.0%	6,650
PORT SEATTLE WASH REV 2.836% 05/01/2024	500,000	499,085	100	490,488	98	-8,597	2.9%	14,180
SAN JOSE EVERGREEN CALIF CMNTY 0.921% 09/01/2025	500,000	453,065	91	454,180	91	1,115	1.0%	4,605
TEMPE ARIZ CTFS PARTN 0.623% 07/01/2024	400,000	389,717	97	377,138	94	-12,579	0.7%	2,492
VACAVILLE CALIF UNI SCH DIST 1.457% 08/01/2027	500,000	431,430	86	433,190	86	1,760	1.7%	7,285
WISCONSIN ST GEN FD ANNUAL APP 3.218% 05/01/2027	750,000	709,065	95	706,630	94	-2,435	3.4%	24,135
■ Taxable Bonds		32,225,235		31,552,552		-672,682	1.5%	482,354
ALLY BK SANDY UTAH 3.2% 2025	245,000	245,000	100	240,170	97	-4,830	3.3%	7,840
AMERICAN EXPRESS NATL BK BROK 4.35% 2025	245,000	245,000	100	245,859	99	859	4.3%	10,658
BANKUNITED NATL ASSN MIAMI 0.95% 2024	245,000	245,000	100	228,621	93	-16,379	1.0%	2,328
BARCLAYS BK DEL 3.05% 2025	230,000	230,655	100	222,889	97	-7,766	3.1%	7,015
BMO HARRIS BK NATL ASSN CHICAG 2.45% 2023	245,000	245,000	100	240,892	98	-4,108	2.5%	6,003
BMW BK NORTH AMER UTAH 0.65% 2024	245,000	244,265	100	229,441	93	-14,824	0.7%	1,593
CAPITAL ONE NATL ASSN VA 2.65% 2024	235,000	244,938	104	229,193	97	-15,745	2.7%	6,228
CITIBANK N A 3 55% 2023	230,000	242,836	106	228,725	99	-14,112	3.6%	8,165
CITY NATL BK LOS ANGELES CALIF 4.9% 2025	245,000	245,306	100	248,364	101	3,058	4.8%	12,005
DISCOVER BK 3.4% 2025	245,000	245,000	100	241,234	97	-3,766	3.5%	8,330
FIRST CTZNS BK & TR CO RALEIGH 4.7% 2025	245,000	245,000	100	247,781	100	2,781	4.6%	11,515
GOLDMAN SACHS BK USA 3% 2024	235,000	246,721	105	232,872	98	-13,849	3.0%	7,050

Portfolio Appraisal

	Units	Cost Basis	Unit Cost	Ending Value	Price	Total UGL	Yield	Projected Income
INCREDIBLEBANK WAUSAU WIS 0.6% 2024	226,000	225,977	100	209,705	93	-16,273	0.6%	1,356
MEDALLION BK UTAH 1.4% 2025	245,000	245,000	100	229,333	94	-15,667	1.5%	3,430
MORGAN STANLEY BK N A 2.15% 2023	240,000	246,244	103	239,286	99	-6,958	2.2%	5,160
SAFRA NATL BANK NEW YORK NY 0.2% 2023	150,000	149,550	100	148,010	99	-1,540	0.1%	150
SALLIE MAE BK MURRAY UTAH 3.2% 2023	100,000	103,951	104	99,933	100	-4,018	1.6%	1,600
SYNCHRONY BANK 0.65% 2024	145,000	144,339	100	135,540	93	-8,799	0.7%	943
TEXAS EXCHANGE BK CROWLEY 1.35% 2025	245,000	245,000	100	229,371	94	-15,629	1.4%	3,308
TOYOTA FINL SVGS BK HEND NV 0.6% 2024	178,000	176,487	99	167,368	94	-9,119	0.6%	1,068
UNITED STATES TREAS NTS 0.125% 01/15/2024	500,000	495,910	99	477,144	95	-18,766	0.1%	625
UNITED STATES TREAS NTS 0.125% 02/28/2023	500,000	499,349	100	496,874	99	-2,475	0.1%	313
UNITED STATES TREAS NTS 0.125% 08/15/2023	500,000	497,752	100	486,391	97	-11,361	0.1%	625
UNITED STATES TREAS NTS 0.125% 12/31/2022	1,500,000	1,490,562	99	1,500,940	100	10,378	0.0%	0
UNITED STATES TREAS NTS 0.25% 06/30/2025	1,500,000	1,388,203	93	1,361,790	91	-26,413	0.3%	3,750
UNITED STATES TREAS NTS 0.375% 04/15/2024	500,000	497,272	99	473,716	95	-23,557	0.4%	1,875
UNITED STATES TREAS NTS 0.375% 07/15/2024	500,000	495,783	99	469,443	94	-26,340	0.4%	1,875
UNITED STATES TREAS NTS 0.5% 03/31/2025	1,500,000	1,418,331	95	1,380,600	92	-37,731	0.5%	7,500
UNITED STATES TREAS NTS 0.75% 12/31/2023	1,450,000	1,425,526	98	1,399,555	96	-25,971	0.8%	10,875
UNITED STATES TREAS NTS 1.125% 01/15/2025	500,000	497,230	99	470,789	94	-26,441	1.2%	5,625
UNITED STATES TREAS NTS 1.375% 06/30/2023	1,500,000	1,501,100	100	1,486,787	98	-14,313	0.7%	10,313
UNITED STATES TREAS NTS 1.5% 03/31/2023	1,500,000	1,501,952	100	1,495,126	99	-6,826	0.8%	11,250
UNITED STATES TREAS NTS 1.5% 09/30/2024	1,500,000	1,487,916	99	1,430,791	95	-57,125	1.6%	22,500
UNITED STATES TREAS NTS 1.5% 11/30/2024	500,000	506,064	101	474,037	95	-32,027	1.6%	7,500
UNITED STATES TREAS NTS 1.625% 10/31/2023	500,000	505,194	101	488,980	98	-16,214	1.7%	8,125
UNITED STATES TREAS NTS 1.75% 01/31/2023	500,000	497,087	99	502,768	100	5,681	0.9%	4,375
UNITED STATES TREAS NTS 1.75% 12/31/2024	1,450,000	1,443,865	100	1,389,889	95	-53,976	1.8%	25,375
UNITED STATES TREAS NTS 1.875% 06/30/2026	750,000	690,996	92	703,742	93	12,745	2.0%	14,063
UNITED STATES TREAS NTS 2% 02/15/2025	500,000	502,186	100	479,816	95	-22,370	2.1%	10,000

Portfolio Appraisal

	Units	Cost Basis	Unit Cost	Ending Value	Price	Total UGL	Yield	Projected Income
UNITED STATES TREAS NTS 2% 05/31/2024	500,000	508,740	102	482,764	96	-25,975	2.1%	10,000
UNITED STATES TREAS NTS 2% 06/30/2024	1,750,000	1,727,096	99	1,701,336	96	-25,760	2.1%	35,000
UNITED STATES TREAS NTS 2.125% 03/31/2024	1,450,000	1,451,122	100	1,412,903	97	-38,219	2.2%	30,813
UNITED STATES TREAS NTS 2.125% 12/31/2022	500,000	503,815	101	505,327	100	1,512	0.0%	0
UNITED STATES TREAS NTS 2.25% 03/31/2026	1,500,000	1,405,781	94	1,423,667	94	17,886	2.4%	33,750
UNITED STATES TREAS NTS 2.375% 02/29/2024	500,000	512,129	102	491,099	97	-21,030	2.4%	11,875
UNITED STATES TREAS NTS 2.5% 03/31/2027	1,500,000	1,407,891	94	1,419,167	94	11,276	2.6%	37,500
UNITED STATES TREAS NTS 2.75% 04/30/2023	500,000	505,613	101	499,503	99	-6,110	1.4%	6,875
UNITED STATES TREAS NTS 2.875% 09/30/2023	1,500,000	1,519,161	101	1,492,240	99	-26,921	2.9%	43,125
UNITED STATES TREAS NTS 3% 06/30/2024	450,000	445,887	99	446,190	98	303	3.0%	13,500
WEBBANK SALT LAKE CITY UTAH 0.75% 2023	245,000	245,000	100	235,788	96	-9,212	0.8%	1,838
WELLS FARGO BANK NATL ASSN 3.5% 2023	180,000	189,450	105	178,801	99	-10,649	3.2%	5,775
Money Markets		15,602		15,602		0	3.9%	614
GOLDMAN FED FUND 520	15,602	15,602	1	15,602	1	0	3.9%	614

Our team of Wealth Management experts offers a wide array of solutions that can be customized around you, our client. Please let your advisor know if you would like to discuss one of these solutions.

Comprehensive and Goal-Based Financial Planning

- Retirement Plan Status Review
- Estate Planning
- Asset Protection
- Tax Planning
- Corporate Executive Stock Option Strategies

Retirement Planning

- Income Planning
- Distribution Strategies
- Employer Plan Rollovers
- Long-Term Care Planning

Insurance Solutions

- Asset Preservation
- Income Replacement and Family Protection
- Policy Reviews

Investment Management

- Portfolio Review and Construction
- Enhanced Asset Allocation Strategies
- Goal Based Asset Allocation
- Tax Efficient Strategies
- Distribution Planning

Estate Planning

- Personal Trust Services
- Document Review (wills, trusts, power of attorney)
- Executor and Trustee Services
- Philanthropic Advisory Services

The Private Client Service Approach

- Personal Banking and Lending Services

Farm Management and Real Estate Brokerage

Our team of professionals has the ability to incorporate the above services into your personalized financial strategy.

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The information provided herein is obtained from sources believed to be reliable, and such information is believed to be accurate and complete, but no reservation or warranty is made as to its accuracy or completeness. These investments are not insured or otherwise protected by the U.S. Government, the Federal Deposit Insurance Corporation, the Federal Reserve Board, or any other government agency and involve risk, including the possible loss of investment principal. Past performance is no guarantee of future results.

Information contained in the report regarding income and gains should not be used for tax purposes. The market values reflected may include accruals and other adjustments and will not exactly match the market value figures on your regular account statement.

Returns do not reflect all fees and expenses attributable to the account.

“Since Inception Return” is displayed on this report and details the return for the given date range of the report and may not include the return for the entire date range since the account was established.

Third party data contained in the report may only be used in conjunction with this report and may not be re-distributed to other parties. Such data is provided without warranty and data providers shall have no liability of any kind. CFA Institute GIPS® standards have been incorporated into the calculation methodology used. Performance is calculated utilizing the time-weighted rate of return. This is a measure of the compound rate of growth over time for the portfolio.

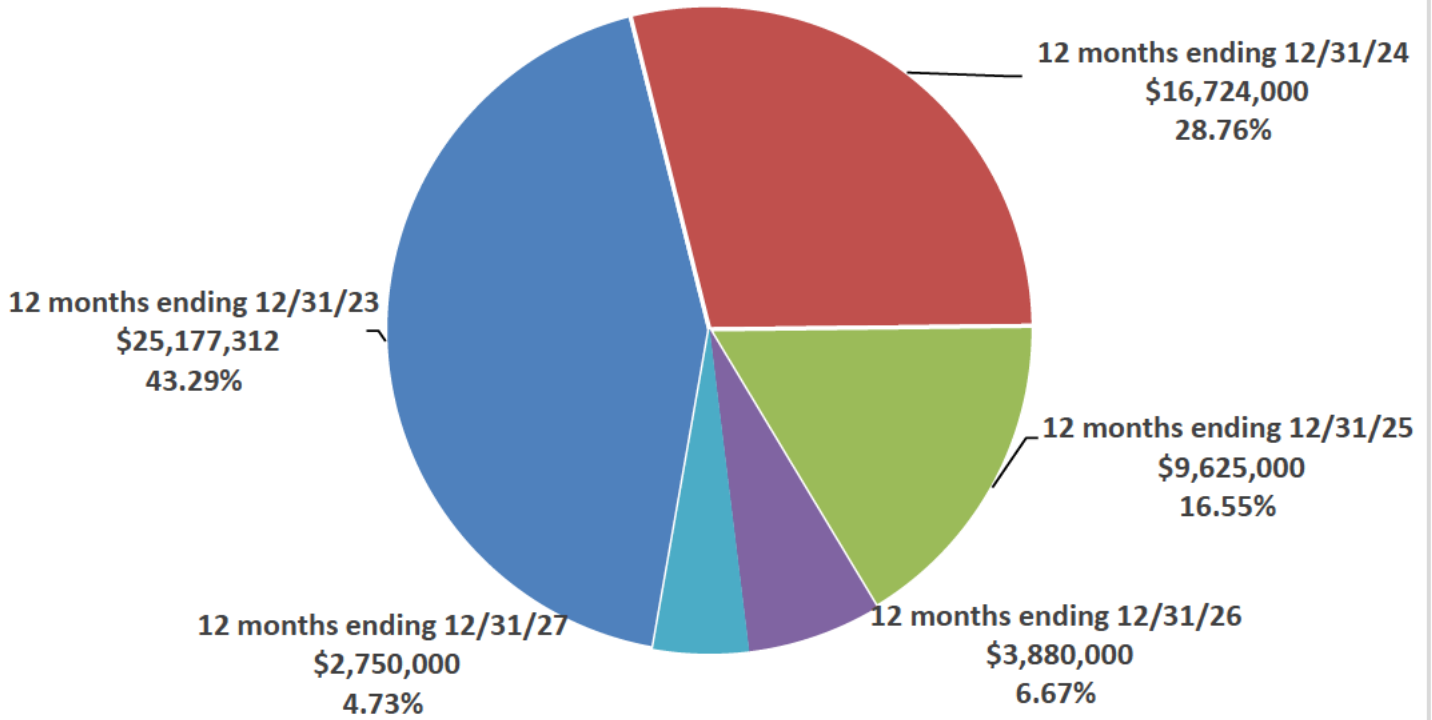
Assets for which Busey Wealth Management has limited or no responsibility:

This report may include assets that are not held and/or not managed by Busey Wealth Management. Assets that are not held and/or not managed by Busey Wealth Management are listed solely for the convenience of our clients. Busey Wealth Management has no responsibility to manage, maintain, safekeep, monitor, or value such assets.

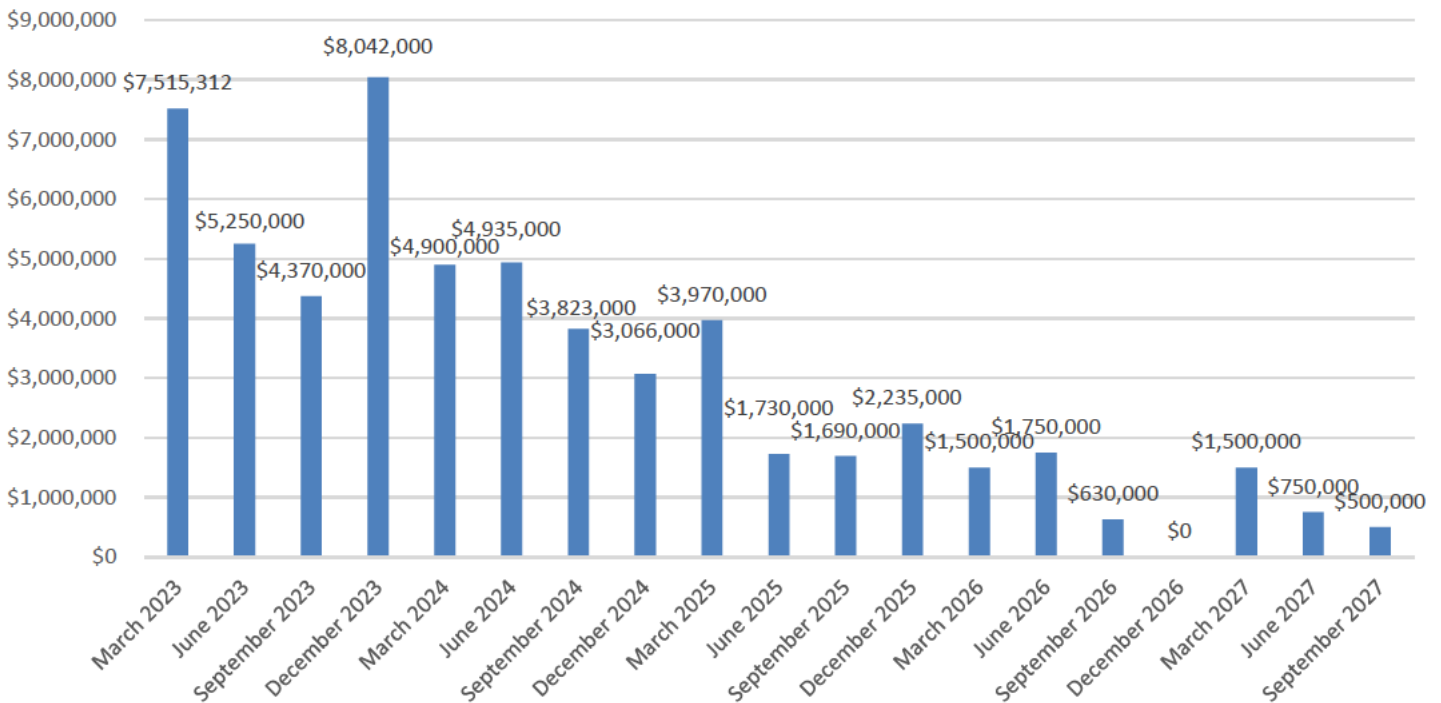
Real property, closely held business, and oil, gas, and mineral interests:

Market values for any real property, closely held business investments, other unique assets, and oil, gas, and mineral interests are an approximation based on periodic appraisals, assessments, or common practices for these types of assets. Such values are updated at intervals set in accordance with our procedures and may differ from a value derived today by the same method. These values should not be used or relied on for transactional, tax or any purposes other than general information. If values are provided by the client or the clients, Busey Wealth Management shall have no responsibility for verifying the accuracy of the data provided, or for maintaining current values.

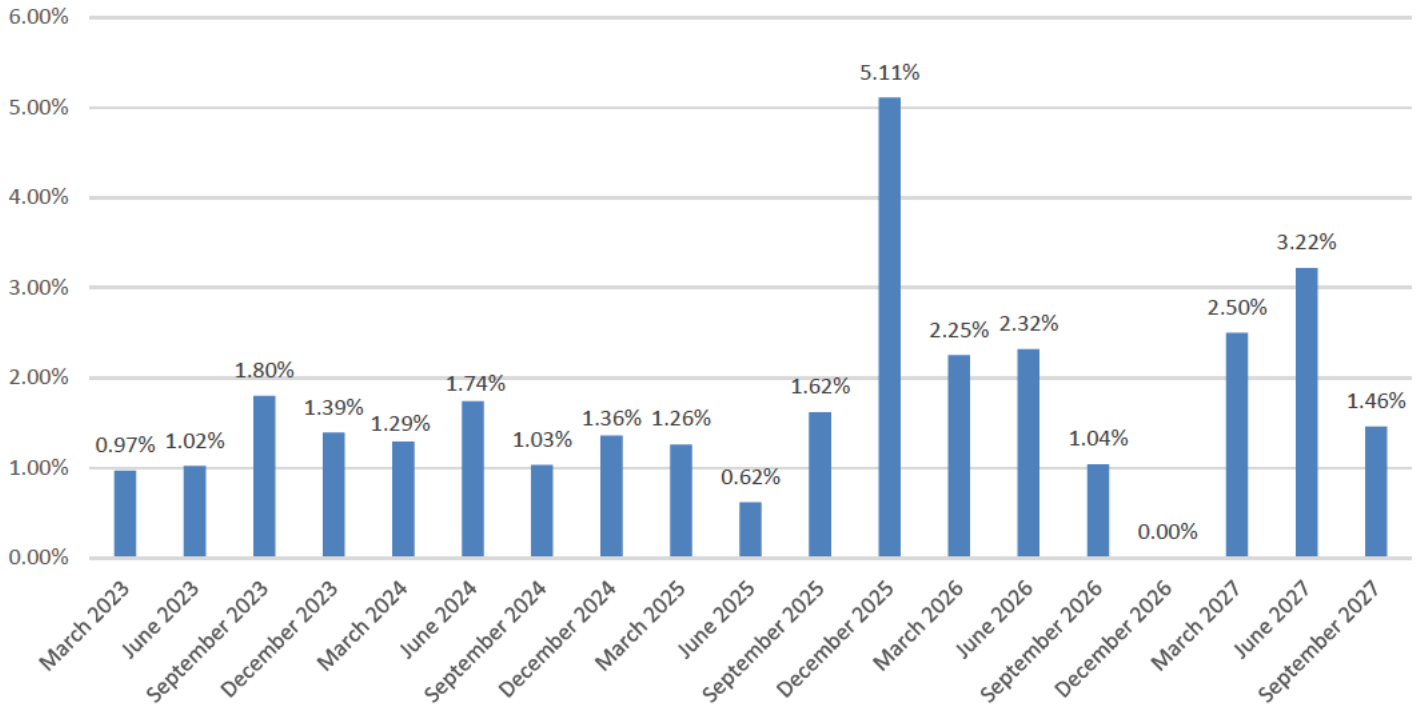
MCT Investment Maturities by Year
As of December 31, 2022
 (includes the portfolios managed by MCT and by Busey Bank)



MCT Investment Maturities by Quarter
As of December 31, 2022
 (includes the portfolios managed by MCT and Busey Bank)



**MCT Investment Weighted Average Rate of Return by Quarter
As of December 31, 2022
(includes the portfolios managed by MCT and Busey Bank)**



MANAGING DIRECTOR'S REPORT

Freedom of Information Act (FOIA) Report

December 2022

The following FOIA requests were received:

Admin Transit Data Support

(Date Received 12/15/2022 - Date Responded 12/19/2022)

We are submitting a FOIA request to your organization for all purchasing records of heavy duty or specialty vehicles parts from January 1, 2021 to the present for Madison County Transit District. The request is limited to readily available records without physically copying, scanning, or printing paper documents. Any editable electronic format is acceptable, although an Excel or CSV file is preferred.

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

Doug Hulme

(Date Received 12/19/2022 – Date Responded with Notice of Extension 12/23/2022 – Date Emailed Response 1/4/2023)

- 1) I would like all public documents pertaining to the ACT 401K administration of ACT employees including any contracts service agreements with third parties for ACT 401K
- 2) Any informational documents sent to ACT employees about 401K's in the last two years and ACT's 401K retirement policies.
- 3) Please also give me all email to Stifel from ACT employee Jerry Kane that includes the words "retirement" or "401K".



Jan 15, 2023

To Whom It May Concern:

The Boeing Employee Bicycle Club and the City of Stanton have sponsored the "Tour De Donut" annually. Now in its 33rd year, the "Tour de Donut" bicycle race is a spoof on the "Tour de France." From the mass start, the approximately 34 mile (or shorter fun ride) route follows lightly traveled roads over rolling terrain. Riders can stop at two checkpoint stations (donut stops). While donut consumption is not mandatory, the rider is awarded a five (5) minute time credit for EACH donut eaten. Yum!

The club directs proceeds from the event to bicycling related charities in the region as well as to worthy organizations in the communities that support the race, mainly in Stanton, Mt Olive, Benld, and Eagarville.

On behalf of the Boeing Employee Bicycle Club, thank you for your efforts in support of bicycling and your support of the Tour De Donut. Please note the enclosed check for your organization. If you have any questions, feel free to contact me at 618-670-2911 or via e mail at nonfctr@yahoo.com.

Sincerely yours,

Christian M Hasselberg
Tour De Donut Race Dir

BOEING EMPLOYEES BICYCLE CLUB ST LOUIS
17710 OLD JAMESTOWN RD
FLORISSANT, MO 63034-1436

DATE 1/15/2023

PAY TO THE ORDER OF Madison County Transit \$300.00
Three Hundred _____ DOLLARS

MEMO _____

Security features Details on back

RESOLUTION 23-28

AUTHORIZING THE FILING OF AN APPLICATION WITH THE EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS FOR CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT FUNDS FOR RIDEFINDERS VANS, MARKETING AND OUTREACH

WHEREAS, the United States Secretary of Transportation is authorized to make grants for programs under the Congestion Mitigation and Air Quality (CMAQ) Improvement Program as defined by the Fixing America's Surface Transportation (FAST) Act; and,

WHEREAS, the State of Illinois, Department of Transportation (IDOT) and State of Missouri, Department of Transportation (MoDOT), are responsible for administering CMAQ-funded projects in the greater St. Louis region on behalf of the United States Department of Transportation; and,

WHEREAS, the Madison County Mass Transit District (District) has successfully operated the St. Louis regional rideshare program known as RideFinders since 1994; and,

WHEREAS, carpooling, vanpooling, and public transit are vital mitigation measures undertaken by the St. Louis region in order to comply with federal mandates to reduce air pollution; and

WHEREAS, it has been determined to be in the best interest of the District to submit four (4) applications to East West Gateway Council of Governments (EWGCG), the designated Metropolitan Planning Organization for the St. Louis region, in order to obtain the amount of one million seven hundred three thousand two hundred dollars (\$1,703,200.00) of Missouri CMAQ grant funds and four hundred twenty-five thousand eight hundred dollars (\$425,800.00) of Illinois CMAQ grant funds to purchase RideFinders replacement vans and implement RideFinders Marketing & Outreach; and,

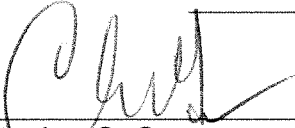


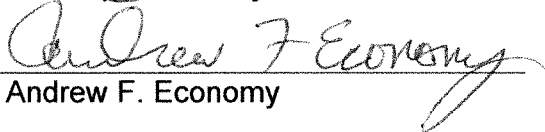

WHEREAS, as part of the application process with the EWGCG, the District is required to pay an application fee equal to one-half of one percent of the total federal funds requested, which will be refunded if the application is not funded.

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


1. Madison County Mass Transit District submit four (4) applications with the East-West Gateway Council of Governments in order to obtain the amount of one million seven hundred three thousand two hundred dollars (\$1,703,200.00) of Missouri CMAQ grant funds and four hundred twenty-five thousand eight hundred dollars (\$425,800.00) of Illinois CMAQ grant funds to purchase RideFinders replacement vans and implement RideFinders Marketing & Outreach.
2. Madison County Mass Transit District will submit an application fee in the amount of ten thousand six hundred forty-five dollars (\$10,645) to the East-West Gateway Council of Governments as required.
3. Ronald L. Jedda, Chairman, Christopher C. Guy, Vice Chairman, and/or Steven J. Morrison, Managing Director, of the Madison County Mass Transit District, are

hereby authorized to execute, complete, administer, and perform all obligations associated with the filing of said application and to execute, complete and perform all obligations associated with any resulting contracts, furnish such additional information as may reasonably be required in connection with the aforesaid actions, and to take any and all such further actions as are necessary and appropriate, including any and all amendments on behalf of and in a manner most beneficial to the Madison County Mass Transit District.

ADOPTED by the Madison County Mass Transit District, Madison County, Illinois, on this twenty-sixth day of January 2023.

 _____ Christopher C. Guy	 _____ Ronald L. Jedda, Chairman	 _____ Allen P. Adomite
 _____ Andrew F. Economy		 _____ J. Kelly Schmidt

APPROVED as to Form:



Legal Counsel

CERTIFICATE

I, Julie Repp, 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.

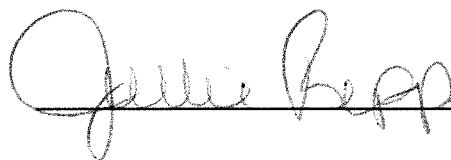
I do further certify that at a duly constituted and legally convened meeting of the Board of Trustees of the Madison County Mass Transit District held on Thursday, January 26, 2023, a resolution was adopted in full accordance and conformity with the by-laws of the Madison County Mass Transit District and the statutes of the State of Illinois, as made and provided, and that the following is a full, complete, and true copy of the pertinent provisions of said Resolution.

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

1. Madison County Mass Transit District submit four (4) applications with the East-West Gateway Council of Governments in order to obtain the amount of one million seven hundred three thousand two hundred dollars (\$1,703,200.00) of Missouri CMAQ grant funds and four hundred twenty-five thousand eight hundred dollars (\$425,800.00) of Illinois CMAQ grant funds to purchase RideFinders replacement vans and implement RideFinders Marketing & Outreach.
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3. Ronald L. Jedda, Chairman, Christopher C. Guy, Vice Chairman, and/or Steven J. Morrison, Managing Director, of the Madison County Mass Transit District, are hereby authorized to execute, complete, administer, and perform all obligations associated with the filing of said application and to execute, complete and perform all obligations associated with any resulting contracts, furnish such additional information as may reasonably be required in connection with the aforesaid actions, and to take any and all such further actions as are necessary and appropriate, including any and all amendments on behalf of and in a manner most beneficial to the Madison County Mass Transit District.

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

IN WITNESS WHEREOF, I have hereunto affixed my official signature as Secretary of the Madison County Mass Transit District on this twenty-sixth day of January 2023.



RESOLUTION 23-29

AUTHORIZING AN AWARD OF CONTRACT FOR LOW/NO EMISSION EQUIPMENT AND INFRASTRUCTURE PLANNING STUDY

WHEREAS, the Bipartisan Infrastructure Law (BIL) amended the statutory provisions for any applications for projects that support current or future low or no emissions federal assets include a Zero-Emission Transition Plan; and,

WHEREAS, On the twenty-sixth day of May 2022, Madison County Mass Transit District (District) adopted a Zero Emissions Transition Plan to maintain eligibility for current and future competitive grant program funding; and,

WHEREAS, Section D. of the District's adopted Zero Emissions Transition Plan identifies a need to engage a firm for further analysis of zero emission technologies, feasibility, and District specific infrastructure needs; and,


WHEREAS, a price analysis deemed BetterFleet's proposal price fair and reasonable, and they have the characteristics necessary to successfully carry out the project's requirements; and,

WHEREAS, it has been determined to be in the best interest of the District to award a contract to BetterFleet for a Low/No Emission Equipment and Infrastructure Planning Study.

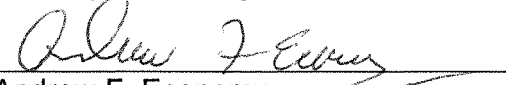
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:

1. A contract be awarded in the amount of forty-four thousand six hundred eighty-eight dollars (\$44,688.00) to BetterFleet, of Ann Arbor, MI, for the completion of the District's Low/No Emission Equipment and Infrastructure Planning Study.
2. Ronald L. Jedda, Chairman, Christopher C. Guy, Vice Chairman, and/or Steven J. Morrison, Managing Director, of the Madison County Mass Transit District, are hereby authorized and directed to take all action necessary to execute, complete, and perform all obligations associated with the contract, including any and all change orders, and to take any such further actions as are necessary and appropriate on behalf of and in a manner most beneficial to the District.

ADOPTED by the Madison County Mass Transit District, Madison County, Illinois, on this twenty-sixth day of January 2023.



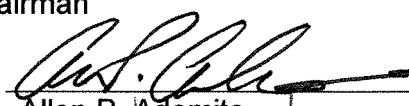
Christopher C. Guy



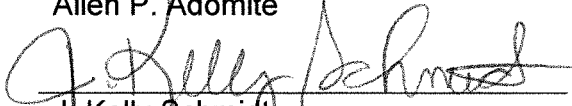
Andrew F. Economy



Ronald L. Jedda, Chairman

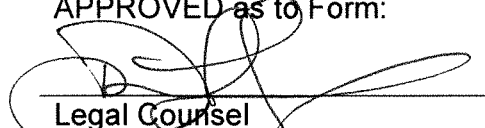


Allen P. Adomite



J. Kelly Schmidt

APPROVED as to Form:



Legal Counsel

CERTIFICATE

I, Julie Repp, 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.

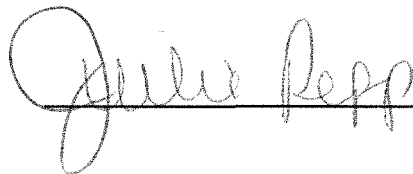
I do further certify that at a duly constituted and legally convened meeting of the Board of Trustees of the Madison County Mass Transit District held on Thursday, January 26, 2023, a resolution was adopted in full accordance and conformity with the by-laws of the Madison County Mass Transit District 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. A contract be awarded in the amount of forty-four thousand six hundred eighty-eight dollars (\$44,688.00) to BetterFleet, of Ann Arbor, MI, for the completion of the District's Low/No Emission Equipment and Infrastructure Planning Study.
2. Ronald L. Jedda, Chairman, Christopher C. Guy, Vice Chairman, and/or Steven J. Morrison, Managing Director, of the Madison County Mass Transit District, are hereby authorized and directed to take all action necessary to execute, complete, and perform all obligations associated with the contract, including any and all change orders, and to take any such further actions as are necessary and appropriate on behalf of and in a manner most beneficial to the District.

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

IN WITNESS WHEREOF, I have hereunto affixed my official signature as Secretary of the Madison County Mass Transit District on this twenty-sixth day of January 2023.





Briefing Paper

To: SJ Morrison, Managing Director
From: Justin Dixon, Fleet Director
Subject: *Low/No Equipment and Infrastructure Planning Study*
Date: *January 26, 2023*

With the future of bus and bus facilities shifting towards zero emissions, Madison County Transit (MCT) needs to begin understanding how this will impact our bus purchasing, infrastructure needs, available utilities, space constraints, route distances and type of ZEB for each route.

Typically, other agencies have invested millions of dollars to “test” a single ZEB bus or two with little benefit of truly understanding long-term impacts towards sustainability, scalability from a route and infrastructure perspective, monthly utility costs at scale and space constraints. Other agencies that followed this approach of using “test” buses were disappointed with the results but failed to understand why before they had to make major changes for the buses to operate in any capacity.

We also face the new requirement that FTA funding will require MCT to provide a fleet transition plan to apply for certain grant funding.

To this end, Fleet is recommending we perform a proper all-inclusive study to provide all the needed information for MCT to begin the planning process required for a ZEB transition.

The study will provide the following information as needed:

- Vehicle operations
- Vehicle maintenance
- Power requirements
- Ranges based on routes, terrain, weather conditions, loss of battery capacity in a monthly use configuration, battery replacement cycles and replacement cost.
- Charging strategy BEB
- Fueling strategy hydrogen
- Upfront cost of infrastructure
- Upfront cost for buses
- Long range cost for operations, facilities, maintenance and fueling/charging
- Route planning and implementation
- Required land needed to fuel, charge, house and store equipment and buses.
- Scalability planning of bus and infrastructure to “phase in” ZEB technology.
- Alternative power sources and power storage solutions to lessen the dependency on electrical grid infrastructure.

After research from other transit agencies, bus manufacturers and other sources, MCT found two vendors that work exclusively in the space that we deem responsive, have a proven track record and are capable of fulfilling our needs. Many of the other ones were highly specialized in one technology over another limiting our future planning abilities.

Better Fleet

- Hits all the points we require above.
- Fits what we need currently for planning and FTA requirements in the Low/No Grant application process.
- Proposed Cost of \$44,688.00.

CTE

- Hits all the points we require above.
- A little too in-depth for what we currently need. This group would be ideal once MCT is jumping into ZEB at scale where full engineering firms will be needed to infrastructure builds and property acquisitions needed.
- Proposed Cost of \$166,000.00.

It is Fleets recommendation that we proceed with Better Fleet for this study due to the cost and current need. CTE will be a great option when MCT is ready to begin actual purchase and phasing in of ZEB technology.

RESOLUTION 23-30

**AUTHORIZING THE ADOPTION OF THE
MADISON COUNTY MASS TRANSIT DISTRICT'S
REVISED PROCUREMENT POLICIES AND PRACTICES**

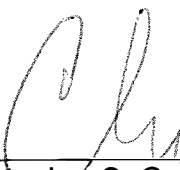


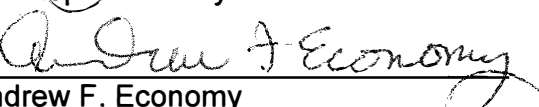
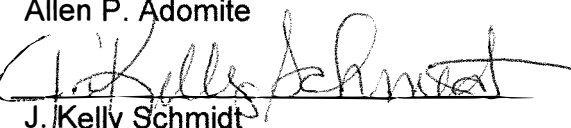
WHEREAS, Madison County Mass Transit District (District) was created in December 1980 by resolution of the Madison County Board pursuant to Section 3 of the Local Mass Transit District Act, approved July 21, 1959, as amended (70 ILCS 3610/1 et. seq.); and,

WHEREAS, approval of the attached revised Procurement Policies and Practices, dated January 2023, is recommended which incorporates various updates since the approval of the District's Procurement Policies and Practices, dated October 2019.

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

1. The Madison County Mass Transit District hereby adopts the attached revised Procurement Policies and Practices, dated January 2023, to guide employees, officers, agents, and contractors in matters concerning the acquisition of goods and services.
2. Ronald Jedda, Chairman, Christopher C. Guy, Vice Chairman, and/or Steven J. Morrison, Managing Director of Madison County Mass Transit District, are hereby authorized and directed to carry out the requirements documented therein.
3. Steven J. Morrison, Managing Director of the Madison County Mass Transit District, is hereby authorized to take any and all actions as may be reasonably required to administer said policy and to make revisions to the document as necessary to reflect procedural and other non-substantive changes to maintain the document's consistency with Federal, State and local requirements, and will notify the Board of Trustees of any revisions and/or changes to the document.

ADOPTED, by the Board of Trustees of the Madison County Mass Transit District, Madison County, Illinois, on this twenty-sixth day of January 2023.

 _____ Christopher C. Guy	 _____ Ronald L. Jedda, Chairman	 _____ Allen P. Adomite
 _____ Andrew F. Economy	 _____ J. Kelly Schmidt	

APPROVED as to Form:



Legal Counsel

CERTIFICATE

I, Julie Repp, 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.

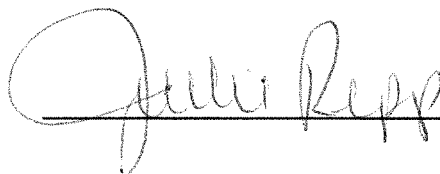
I do further certify that at a duly constituted and legally convened meeting of the Board of Trustees of the Madison County Mass Transit District held on Thursday, January 26, 2023, a resolution was adopted in full accordance and conformity with the by-laws of the Madison County Mass Transit District 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.

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

IN WITNESS WHEREOF, I have hereunto affixed my official signature as Secretary of the Madison County Mass Transit District on this twenty-sixth day of January 2023.



**Madison County Mass Transit District
Pontoon Beach, Illinois**

Procurement Policies and Practices

Revised January 2023

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1 PURPOSE

This Madison County Mass Transit District Board of Trustees approved *Procurement Policies and Practices* document is designed to guide employees, officers, agents, and contractors in matters concerning the acquisition of goods and services on behalf of the Madison County Mass Transit District (hereinafter “District”). The District requires an efficient and effective procurement system to fulfill its fiscal and management responsibilities to the taxpayers of Madison County. The policies, methods and practices described in this document are intended to ensure that the most economical purchases are made in a timely manner, and that regulatory standards are exercised by all personnel involved in the procurement process.

In addition, the District must meet obligations as a recipient of capital and operating grant funds from the U.S. Department of Transportation (USDOT) and the State of Illinois. This document is further intended to ensure that the District complies with all particular requirements of external funding entities, including the Federal Transit Administration (FTA), Federal Highway Administration (FHWA), Illinois Department of Transportation (IDOT) and the Missouri Department of Transportation (MDOT).

Federally-assisted contracts executed by the District, including those using FHWA and FTA funds, must comply with the applicable requirements of 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, as applicable. Additionally, contracts using FTA funds will be implemented in accordance with supplementary guidance provided in FTA’s procurement Circular 4220.1F “Third Party Contracting Guidance” and in FTA’s Master Agreement, as amended or reissued. Similarly, state-assisted grants will be subject to supplementary requirements or guidelines issued by the respective state.

The remainder of this document is presented in three sections. Section 2 describes overall policies, procurement planning and administrative activities of the District, including a code of ethical standards required of District employees, agents and contractors when carrying out procurement actions. Section 3 provides guidance concerning contracting methods, including alternative types of procurements, and particular aspects of contracting, while Section 4 contains a compilation of required clauses, certifications, and reports for FTA-assisted contracts.

This document is meant to serve as a guideline. It is not meant to be comprehensive, in particular because legal obligations relative to procurements may change as a result of legislative or judicial action.

2 POLICIES AND PRACTICES

This section describes overall policies, procurement planning and administrative activities of the District, as well as regulatory standards required of employees and contractors when carrying out procurement actions involving Federal or State funding assistance.

2.1 Procurement Policies

1. Full and Open Competition

The District will conduct Federally-assisted procurement transactions in a manner that ensures full and open competition. The District will be alert to organizational conflicts of interest as well as non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contracts will be awarded to the bidder or proposer or whose bid or offer is responsive to the solicitation and is most advantageous to the District on the basis of price, quality and other factors considered. No unreasonable or illegal restrictions, exclusionary or discriminatory specifications, or excess requirements will be placed upon contractors or vendors. Offerors of products and services may not be ruled out for anything other than appropriate business decisions, such as past experience or performance, financial and technical resources, cost, quality and delivery terms. The District will consider, employ in its reasonable discretion, breaking out contract work items into economically feasible units to facilitate Disadvantaged Business Enterprise (DBE) participation, to foster competition and obtain a more economical purchase.

2. Regulatory Standards

The District will ensure that Federal and State-assisted procurement activities are conducted in a manner consistent with the regulatory standards described in 2 CFR 200.318. A written code of conduct in such procurements is incorporated into Section 2.4 of this document.

3. Consideration of Contractors

The District will extend to its contractors and vendors a reasonable opportunity to resolve disputes, claims and appeals relating to contracts and purchases. Protest procedures are incorporated into Section 3.23 of this document to handle and resolve disputes arising from procurement actions, but such procedures, at the discretion of authorized District officials, are not exclusive, if a mutually agreeable method to resolve disputes is agreed to by the parties.

4. Contract Provisions

Contracts must contain the applicable provisions described in Appendix II to 2 CFR Part 200 -Contract Provisions for non-Federal Entity Contracts Under Federal Awards, and any other provisions required under Federal Law.

2.2 Procurement Planning

The District continually reviews the capital and operating needs of the transit system in order to anticipate and plan for specific provision of products and service. Annual and long-range procurement planning is conducted by the Managing Director of the District with input from department directors or managers. This process is designed to ensure that the District's policies are adhered to, and that unnecessary or duplicative purchases are avoided.

1. Long Term Planning

The District recognizes that purchases of rolling stock, major facilities and equipment generally require Federal and State funding assistance. Obtaining external funding assistance requires that the District anticipate its procurement needs over a minimum four-year horizon encompassed by the Transportation Improvement Program (TIP) development process. Therefore, the District will conduct long term planning at least once per year to ensure that major procurement needs are anticipated and referenced in the TIP. Given the scope of the District's operations and the finite number of major procurements anticipated in the future, it is not considered reasonable or necessary that a written long-term procurement plan be compiled.

2. Annual Planning

The District conducts annual procurement planning to ensure the efficient operation of the transit system. It is the responsibility of the District's Managing Director, in consultation with department directors or managers, to routinely analyze current and historical consumption levels, and to project future usage based on planned changes in service level, number of vehicles operated, number of employees, anticipated shifts in technology, and funding. Annual planning will address a full range of goods and services needed by the District, including computer hardware, materials, parts, consumable supplies, professional and other services.

2.3 Administration

The District will maintain a procurement administration and documentation system to ensure that contractors perform in accordance with the terms, conditions and specifications of their contracts or purchase orders. This will include a reasonable and appropriate level of written documentation for each procurement transaction.

For each Federally-assisted contract, records will be maintained in sufficient detail to document the history of the procurement with the following: 1) Rationale for the method of procurement, 2) Selection of contract type, 3) Contractor selection or rejection, and 4) Basis for the contract price. The period covered will extend from the determination of need to completion of the contract. The procurement files for Federally-assisted contracts will be retained for a minimum of three years as required by 2 CFR Part 200.334, while State-assisted contract procurement files will be retained as required by the state. Procurement files shall include the following items as applicable:

1. Purchase request, acquisition planning information, and other presolicitation documents.
2. Independent cost estimate.
3. Proof of public advertisement and/or other forms of notification to prospective bidders and proposers.
4. List of prospective bidders and proposers furnished with a solicitation package.
5. Copy of the solicitation and addenda.
6. Bids or proposals received.

7. Memorandum recommending contract award or other action to District Board of Trustees.
8. Resolution (or other form of approval) adopted by the District's Board of Trustees.
9. Notice to proceed, purchase order, executed contract, change orders and amendments.
10. Performance bond, payment bond, and project labor agreement.
11. Required insurance documents.
12. Record of protests.
13. Federal and state concurrences.
14. Contract administrative actions.
15. Documentation of satisfactory contract completion.
16. Calculation and rationale for the amount of liquidated damages to be assessed.

Procurement activities and contract oversight are administered by agency staff or agents under the direction of the District's Board of Trustees and/or Managing Director. Major capital acquisitions, such as rolling stock and facilities, generally are determined by the Managing Director in consultation with the Board as part of the capital budget process. Department directors and managers are responsible for the identification of procurement needs within their particular functional area. Bid specifications and other relevant procurement file documents are prepared by the department directors or managers with input from the DBE officer, and administered by purchasing staff.

2.4 Regulatory Procurement Practices

These provisions are intended to ensure that the District's officers, employees, agents, contractors and Board members act in procurement matters in a manner as required by Federal and State statutes and regulations and past practices. Upon proof of a failure to comply, the District, by its Board of Trustees, may discipline any of its employees, officers, agents or Board members, as the facts of each case warrant as determined by the Board of Trustees of the District. The Board of Trustees of the District may also impose sanctions upon contractors who have through their officers, agents and employees violated this code of conduct. Any such disciplinary action shall comply with the terms and conditions of any applicable statute, regulation or ordinance and any applicable contracts (including labor agreements).

1. Conflicts of Interest and Non-Competitive Practices

No employee, officer, agent or Board member of the District shall participate in the selection, or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. This prohibition extends to such individuals during their tenure in office or employment and for one year thereafter. Such conflict would arise when any of the following has a financial or other interest in the firm selected for award:

- a. The employee, officer, agent or Board member;
- b. Any member of his/her immediate family;
- c. His/her partner;
- d. An organization that employs, or is about to employ, any individual described in subparagraphs (a), (b), or (c) hereof;
- e. Any member or staff of the United States House of Representative or the United States Senate;
- f. Any members or staff of the Illinois House of Representative or the Illinois Senate; or
- g. Any officer or member of the board of directors of the East West Gateway Council of Governments.

The District will require every recipient of a Federally-assisted contract selected through a formal procurement process to certify that it has no direct or indirect pecuniary or proprietary interest, and that it will not acquire any interest that conflicts in any manner or degree with the work required to be performed and/or provided under its contract with the District, and that it will not employ any person or agent having such interest. In the event that any contractor, its agent, employees or representatives hereafter acquire such a conflict of interest, the contractor shall immediately disclose such interest and take action immediately to eliminate the conflict or to withdraw from the contract.

2. Contingent Fees and Gratuities

No officer, employee, agent or Board member of the District will be allowed to solicit gifts, gratuities, favors, or anything of monetary value from contractors, potential contractors, their representatives, or parties to subagreements. Any acceptance of an unsolicited gift as described herein must be reported promptly to the Managing Director of the District.

The District will require every recipient of a Federally-assisted contract selected through a formal procurement process to certify that no person or selling agency except bona fide employees or designated agents or representatives of the contractor has been employed or retained to solicit or secure a contract with the District with the understanding that a commission, percentage, brokerage, or contingent fee would be paid; and no gratuities in the form of entertainment, gifts or otherwise were offered or given by the contractor or any of its agents, employees or representatives, to any official, member or employee of the District or other governmental agency with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance required under, a contract with the District.

3 CONTRACTING METHODS AND GUIDANCE

Procurements with federal and or state assistance are subject to particular requirements of the Code of Federal Regulations (CFR) and must use the documented procurement procedures for the methods of procurement listed in 2 CFR Part 200.320. Additionally, Federally-assisted contracts must comply with the requirements of FTA's Master Grant Agreement executed between the District and FTA. Further FTA guidance is provided in FTA's third-party contracting guidance circular. The District is also subject to the Illinois public bidding requirements of the Local Mass Transit District Act (70 ILCS 3610/5.5), and the Illinois Prevailing Wage Act (820 ILCS 130/) for applicable projects which are not federally funded.

When applying the methods and guidance in this policy, consideration should be given to the Illinois public bidding statute which provides for exceptions to the public bidding requirement. Exceptions include, but are not limited to, the acquisition of professional or utility services and to other matters for which public bidding is disadvantageous, and the purchase of services agreements or other contracts, purchases or sales entered into by the District with any transportation agency or unit of local government. These exceptions are not necessarily consistent for purchases and agreements with federal assistance. The District will include in solicitations all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

3.1 Informal Procurements

The District will utilize informal procurement methods as described below for purchases not more than \$250,000 per the Simplified Acquisition Threshold as set by the FAR at 48 CFR Subpart 2.1 (Definitions), as adjusted or revised.

1. Micro-Purchases

The District will handle procurements of property or services valued at \$10,000 or less as micro-purchases. Davis-Bacon prevailing wage requirements, however, will apply to federally funded contracts exceeding \$2,000 for construction, alteration, or repair (including painting and decorating) of public buildings or public works, even though the District may use micro-purchase procurement procedures. Illinois prevailing wage requirements apply to all non-federally funded "public works" projects (as defined by the Act) regardless of cost.

Generally, the District will solicit two or more price quotes by telephone, internet search, or written request to secure the lowest price for micro-purchase items, and will document the results of such solicitation in the form of staff notes or a memorandum to the procurement file. However, micro-purchases may be made without obtaining competitive quotations if a price is determined to be fair and reasonable. In such cases, when competition is not obtained for federally-assisted purchases, reasonable effort as to equitable distribution among qualified suppliers will be made, procurements will not be split to avoid competition, and the file will be documented with a statement as to how the fair and reasonable determination was derived.

2. **Small Purchases**
Small purchases are to be considered those with a value greater than \$10,000 but not more than the Simplified Acquisition Threshold. The District will obtain two or more price or rate quotations from qualified sources either by telephone, internet search, or written request to secure the best price or value and will document the file with a statement as to how the fair and reasonable price determination was derived. Of note for projects with FTA assistance, the Buy America requirement is governed by the statute of 49 USC 5323(j)(13) for procurements exceeding \$150,000.

3.2 Formal Procurement Methods

The District will utilize a formal process for procurements having a value greater than the Simplified Acquisition Threshold of \$250,000 set by the FAR at 48 CFR Subpart 2.1 (Definitions), as adjusted or revised.

As an exception to the preceding paragraph, in accordance with the Illinois statute for public bidding (Local Mass Transit District Act 70 ILCS 3610/5.5), the District will utilize a formal procurement process for construction, demolition, rehabilitation, renovation, and building maintenance projects involving a cost of more than \$40,000. State law must be followed even though FTA sets a higher threshold.

When a formal process is used, bids or proposals will be publicly advertised. The District will place an advertisement in a general circulation publication such as the Edwardsville Intelligencer, St. Louis Post Dispatch, Granite City Herald, or Alton Telegraph, or a trade publication such as Passenger Transport. Additionally, publications that offer additional exposure to disadvantaged business enterprises may be used as applicable.

1. **Invitation for Bids (IFB) / Sealed Bid**

The IFB process shall be used to solicit sealed bids in response to a procurement that lends itself to a firm fixed-price (lump sum or unit price) contract. All bids will be publicly opened at the time and place prescribed in the IFB. The desired result of the IFB process will be to award a contract to the responsive and responsible bidder offering the lowest price to the District.

The solicitation of bids by the District will be conducted in ways that maximize competition and opportunities for a response by any interested party. The District shall compile and maintain a current list of known contractors and vendors, and provide an IFB or notification to any interested party so requesting. A pre-bid conference may be convened, but only when the District believes that particular aspects of the technical specification may require further clarification. When a pre-bid conference is held, written minutes shall be recorded and distributed to attendees and other prospective bidders. An evaluation process will select the successful bidder on the basis of price and those price-related factors listed in the solicitation in order to generate a recommendation to the District's Board of Trustees. The District may reject any or all bids if there is a sound business reason which shall be recorded or documented in the procurement file.

2. **Request for Proposals (RFP) / Competitive Proposals**

The District will utilize a formal RFP process when the conditions are not appropriate for the use of sealed bids. The RFP process shall be used to solicit sealed proposals in response to a detailed specification issued by the District, for a procurement that lends itself to the selection of a preferred vendor or contractor on the basis of evaluation factors identified in the RFP along with their relative importance. Due to the nature of the procurement, any award should not be based exclusively on price or price-related factors. The desired result of the RFP process is to award a contract to the responsible entity whose proposal is most advantageous and/or the best value to the District with price and other factors considered.

All qualified RFP responses will be reviewed by a minimum three-member staff and/or agent evaluation committee, using a technical evaluation process determined in advance and described in the RFP. The evaluation may make use of multiple selection criteria, such as firm qualifications and background, personnel expertise and availability, responders understanding of the project, technical approach, price, and other specified evaluation factors. These criteria may be variably weighted as considered appropriate by the District. Signed copies of the evaluation forms will be retained in the procurement file.

3.3 Architectural and Engineering Services (A&E) and Other Services

For all Federally-assisted contracts involving architectural and engineering (A&E) services the District will use the qualifications-based selection procedures of 40 U.S.C. Chapter 11, “Brooks Act” or equivalent State of Illinois procedures when contracting for program management, architectural engineering, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping, and related services listed in 49 U.S.C. Section 5325 that are directly in support of, directly connected to, directly related to, or lead to construction, alteration, or repair of real property.

The District shall negotiate and enter into A&E contracts at fair and reasonable compensation. According to the requirements of 49 U.S.C. Section 5325 for all Federally-assisted contracts, the District must accept indirect cost rates established by a cognizant Federal or State government agency in accordance with the FAR for one-year applicable accounting periods, if those rates are not currently under dispute. If such rates are not available, an audit of the contractor or subcontractor shall be performed for compliance with the cost principles as set forth in 2 CFR Part 200 Subpart E. A firm’s indirect cost rates, without any limitation by administrative or de facto ceilings, shall be used, as applicable, for purposes of contract estimation, negotiation, administration, reporting, and contract payment, after the firm’s indirect cost rates are accepted as described above.

3.4 Sole Source Procurement / Non-Competitive

The District’s preference is to avoid non-competitive procurements, except in selected situations where circumstances preclude full and open competition. Federally- and state-assisted contracts may be awarded on a sole-source basis if one or more of the following circumstances apply:

1. The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold;
2. The item is available only from a single source,
3. The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
4. The federal or state awarding authority expressly authorizes noncompetitive procurement in response to a written request from the District; or
5. After solicitation of a number of sources, competition is determined to be inadequate.

3.5 Cost Analysis and Price Analysis

Federally- and state-assisted contracts require that a cost or price analysis be performed in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. As a starting point, an independent cost estimate obtained by the District prior to receiving bids or proposals. A cost analysis should be used to verify the proposed cost, profit, and that all cost elements are fair and reasonable, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or on the basis of prices set by law or regulations. Profit is to be negotiated as a separate element of the price when there is no price competition and in all cases where cost analysis is performed. Costs or prices based on estimated costs for contracts are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable under 2 CFR Part 200 Subpart E – Cost Principles. To establish a fair and reasonable profit, consideration will be given, at a minimum, to the complexity of work to be performed, the risk borne by the contractor, the contractor’s investment, the amount of subcontracting, the quality of the contractor’s record of past performance, and industry profit rates in the surrounding geographical area for similar work, if available.

3.6 Use of Illinois Government Purchasing Schedules

In accordance with 30 ILCS 525, Governmental Joint Purchasing Act, the District may, without violating any bidding requirement otherwise applicable to it, procure supplies and services under any contract let by the State pursuant to lawful procurement procedures. Purchases made with FTA-assistance must adhere to FTA policies.

3.7 Restricted or Prohibited Practices

The following practices are restricted or prohibited in Federally-assisted procurements:

1. Placing unreasonable requirements placed on firms in order for them to qualify to do business;
2. Requiring unnecessary experience and excessive bonding;
3. Non-competitive pricing practices between firms or between affiliated companies;
4. Non-competitive contracts to consultants that are on retainer contracts;
5. Organizational conflicts of interest;
6. Specifying only a “brand name” instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement;
7. Any arbitrary action in the procurement process;
8. The use of a tag-on is prohibited and is defined as the addition of work (supplies, equipment or services) that is beyond the scope of the original contract that amounts to a cardinal change and is subject to non-competitive procurement procedures;
9. Geographic preferences. However, procurements for architectural and engineering (A&E) may have a geographic location as part of the selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. Contracts and agreements entered into due to state licensing requirements that don’t conflict with Federal law and major disaster or emergency relief under the Stafford Act, 42 U.S.C. Section 5150, are also exempt from in-state or local geographic restrictions;
10. Improper prequalification procedures which do not allow for enough qualified sources to ensure maximum full and open competition. Potential bidders must be allowed an opportunity to qualify up until the bid/proposal deadline;
11. Cost plus percentage of cost contracting;
12. Percentage of construction cost method of contracting;
13. Time and material type contracts may only be used after a determination that no other type of contract is suitable, and if the contract specifies a ceiling price that the contractor shall not exceed except at its own risk; and
14. Advance payments are prohibited except in limited circumstances or with prior FTA concurrence. Adequate security must be obtained.

3.8 Use of Illinois Government Purchasing Schedules

In accordance with 30 ILCS 525, Governmental Joint Purchasing Act, the District may, without violating any bidding requirement otherwise applicable to it, procure supplies and services under any contract let by the State pursuant to lawful procurement procedures. Purchases made with FTA-assistance must adhere to FTA policies.

3.9 Interstate Cooperative Procurement Contracts

The FAST Act, Section 3019, allows the District to use FTA assistance to purchase rolling stock and related equipment in a cooperative contract without regard to whether the District is located in the same State as the parties to the contract. The contract term for a cooperative procurement contract may be for an initial term of not more than two years and may include three optional extensions of one year each. A lead procurement agency or lead nonprofit entity in such a procurement may charge participants in the contract no more than 1 percent of the total value of the contract, or, may incorporate the cost into the price of the contract, but not both.

3.10 Bonding Requirements

Construction contracts shall provide adequate protection to guarantee construction performance and payment of materials and labor used in such work. At the sole discretion of the District, bonding for non-construction contracts may be used in order to protect the District’s interest. The following bonding policies are applicable based on the specific project’s funding sources in order to comply with FTA’s requirements and the Illinois Public Construction Bond Act (30 ILCS 550/).

Bonds for Federally funded construction projects must be from qualified surety companies holding certificates of authority as an acceptable surety under Department of the Treasury regulations, “Surety Companies Doing Business with the United States,” 31 CFR Part 223. For a current list of approved sureties, see Department of the

Treasury's Listing of Approved Sureties (Department Circular 570),
<https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570.htm>.

Bonds for locally funded public works projects without federal funds may be from the company, agent or broker of the contractor's choice but at a minimum must have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., throughout the term of the contract or project, and any extension thereof.

Bonds are required for:

- Non-Federally funded public works contracts exceeding \$50,000
 - Federally funded construction or facility improvement contracts exceeding the Simplified Acquisition Threshold, as adjusted or revised, currently set at \$250,000
1. Bid Guarantee. The District will require a bid guarantee from each bidder equivalent to 5 percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
 2. Performance Bond. The District will require a payment bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. At the sole option of the District for non-federally funded construction contracts, a bank cashier's check or letter of irrevocable credit may be acceptable in lieu of the performance bond.
 3. Payment Bond. The District will require a payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. At the sole option of the District, and in accordance with State law, for non-federally funded construction contracts, a bank cashier's check or letter of irrevocable credit may be acceptable in lieu of the payment bond.

3.11 Contract Period Limitation

With regard to FTA-assisted contracts, the District may not enter into a multi-year contract to buy rolling stock with an option exceeding five (5) years to buy additional rolling stock or replacement parts.

3.12 Use of Contract Options

The District may allow for option prices in Federally-assisted contracts, and exercise options when it is deemed beneficial to the District. The option will provide the District with the unilateral right for a specified period of time to purchase additional equipment, supplies, or services called for in the contract, or may elect to extend the term of the contract. Before an option is exercised, the District will take the following actions:

1. Evaluate the option as part of the initial procurement.
2. Establish that the option price is better than prices available in the market or that the option is the more advantageous offer at the time the option is exercised.
3. Incorporate all terms and conditions of the option into the initial contract.

3.13 Unfair Competitive Advantage

When outside sources are used to develop draft specifications, requirements, statements of work, or invitation for bids or requests for proposals for State and/or Federally-assisted projects, then the contractor will be excluded from competing for such procurements. An unfair competitive advantage occurs when any of the following circumstances arise: 1) lack of impartiality or impaired objectivity; 2) unequal access to information; or 3) biased ground rules. The District may take all reasonable actions to resolve and end any such conflicts.

3.14 Change Orders

A change order is an order authorized by the District and the contractor directing the contractor to make changes, pursuant to contract provisions for such changes at agreed prices and terms. A change order directive is an order authorized by the District directing the contractor to make changes with or without the consent of the contractor. Because contract changes may require competition if they go beyond the original scope of a contract, or cause a contract to exceed dollar thresholds at which different Federal requirements are triggered, changes that affect the contract sum or contract time for a project with Federal financial assistance can only be approved by authorized representatives or officials of the District. Generally, if the contract change is within the contemplation of the parties when the project was solicited, the change qualifies as within the general scope of the contract, it is therefore not a cardinal change even though the cost of the change may be relatively high when compared to the original contract.

No claim will be allowed for any costs incurred before the contractor gives written notice to the District that an adjustment of compensation or other consideration is requested, nor will further adjustment be allowed after final payment is made under the contract.

Federally-assisted contracts require that a cost or price analysis be performed in connection with every contract modification or change order in excess of the Simplified Acquisition Threshold.

3.15 Revenue Contracts

Revenue contracts are those in which the District provides access to public transportation assets for the primary purpose of either producing revenue in connection with an activity related to public transportation, or creating business opportunities with the use of FTA-assisted property. In order to ensure fair and equal access to FTA assisted property and to maximize revenue derived from such property, revenue contracts involving FTA-funded facilities or assets will be awarded according to FTA requirements.

3.16 Use of Liquidated Damages

The District may incorporate liquidated damages into contracts if it reasonably expects to suffer damages through delayed contract completion, or if weight requirements are exceeded, and the extent or amount of such damages are uncertain and would be difficult or impossible to determine. The rate and measurement standards must be calculated to reasonably reflect the District's costs should the standards not be met, and must be specified in the solicitation and contract. The assessment for damages may be established at a specific rate per day for each day beyond the contract's delivery date or performance period. A measurement other than a day or another period of time, however, may be established if that measurement is appropriate, such as weight requirements in a rolling stock purchase. For federally or state funded contracts, the calculation and rationale for the amount of damages established will be documented in the procurement file. Any liquidated damages recovered must be credited to the project account with the proportionate share returned to the federal and/or state government, unless permitted otherwise.

3.17 Responsibility Requirements

Contract awards will only be made to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration may be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

3.18 Lease vs. Purchase

Where appropriate, consideration will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

3.19 Intelligent Transportation System (ITS)

ITS property and services must comply with the National ITS Architecture and Standards. To the extent applicable, the District will ensure that its contracts which involve ITS projects require provisions to ensure compliance with Federal requirements.

3.20 Bid / Proposal Mistakes

1. Minor Informalities/Irregularities in Bids

A minor informality or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is considered immaterial when the effect on price, quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the services being acquired. If the District determines that the bid submitted contains a minor informality or irregularity, then the bidder shall be given an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid, or waive the deficiency, whichever is to the advantage of the District. In no event will the bidder be allowed to change the bid amount. Examples of minor informalities or irregularities include but are not limited to the following:

- a. Bidder fails to return the number of copies of signed bids required by the invitation for bid.
- b. Bidder fails to sign the bid, but only if the unsigned bid is accompanied by other material evidence, which indicates the bidder's intention to be bound by the unsigned bid (such as bid bond, or signed cover letter which references the bid number or title, and amount of bid).
- c. Bidder fails to acknowledge an amendment. This may be considered a minor informality only if the amendment, which was not acknowledged, is insignificant and involves only a matter of form or has either no effect or merely a negligible effect on price, quantity, quality, or delivery of the items of services bid upon.

2. Mistakes Where Intended Correct Bid is Evident

If the mistake and the intended correct bid are clearly evident to the District on the face of the bid document, the bid shall be corrected by the bidder to the intended correct bid and may not be withdrawn. Examples include, but are not limited to, typographical errors, errors in extending unit prices, and transposition errors.

3. Mistakes Where Intended Correct Bid is not Evident

The District retains the discretion to allow a bidder to withdraw a bid, if the bidder submits proof satisfactory to the District that the bid contains substantive mistakes despite the exercise by the bidder of reasonable care. The test of reasonable care shall be that 1) the mistake relates to a material feature of the contract; and 2) the mistake occurred despite the exercise of reasonable care; and 3) withdrawal is deemed to be in the best interest of the District.

4. Withdrawal of Bid Before Opening

Prior to the due date indicated in the solicitation, any bidder may withdraw its bid submitted to the District. The request for withdrawal shall be written and sent by either mail or fax notification, or in person by a firm principal or authorized representative, provided that his/her identity is made known and a receipt is signed for the return of the bid. Regardless of form, actual notice in writing must be received by the District prior to the hour and date specified for receipt of bids.

5. Mistakes after Award of Contract

When a mistake in a contractor's bid is not discovered until after award of a contract, the mistake may be corrected if correcting the mistake would be favorable to the District without changing the substance of the bid. If the mistake is not in the favor of the District, the District will have the following options:

- a. To rescind the contract via termination
- b. Deny the Contractor's request to correct the mistake, or
- c. To reform the contract by the following actions;
 - Delete the item(s) involved in the mistake
 - To increase the price of the contract by allowing the correction of the mistake, as long as the correction or increase in price does not exceed the price of the next lowest bidder. Note: Partial corrections will not be allowed in order to stay below the next lowest bidder's price.

In all cases, the contractor has the duty to submit sufficient evidence to support its position. The alleged mistake must be proven by clear and convincing evidence that a mistake was indeed made. The contractor shall support the alleged mistake by submission of written statements and pertinent evidence such as, but not

limited to; contractor's file copy of bid, contractor's original worksheets, including supporting data used to prepare bid, subcontractor or supplier quotes, and any other evidence that will serve to establish the mistake, the manner in which the mistake occurred, and the bid actually intended. If there is not clear and convincing evidence to support the alleged mistake then no correction(s) to the bid will be allowed.

6. Mistakes in Proposals

Since proposals are considered to be competitive negotiations there is more leeway allowed for correction of mistakes by an offeror. When it appears from a review of the proposal during evaluation and before award that a mistake has been made, the offeror may be asked to clarify their proposal in lieu of withdrawal.

3.21 Clear and Accurate Descriptions

For all Federally-assisted contracts, procurement transactions must incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offerors must be clearly stated, and identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

3.22 Value Engineering

Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost. The District will utilize value engineering as appropriate for construction projects of sufficient size to offer reasonable opportunities for cost reductions.

3.23 Protest Procedures

The District will administer any protest initiated by a protesting party concerning its procurement actions in accordance with the following procedures.

1. Submission of Protest. The protest must be filed (received) in writing by the District in accordance with the timing requirements set forth herein, and must include:
 - a. The name, address, phone number and e-mail address of the protestor;
 - b. The project name and solicitation number;
 - c. A statement of the grounds for the protest or appeal, along with any supporting documentation; and
 - d. A statement as to what relief is requested.

The written protest shall be directed to the District's Managing Director with the word "Protest" clearly marked on the outside of the transmittal envelope. Protests should be submitted to:

Madison County Transit
Attn: Managing Director
1 Transit Way
Pontoon Beach, IL 62040

2. Pre-bid protest. Any protest regarding a solicitation for a procurement must be filed a minimum of five (5) calendar days prior to the bid opening or proposal due date. Any protest filed after that date which raises issues regarding the solicitation will not be considered by the District. This type of protest may be based upon a) restrictive specifications, or b) the evaluation procedure, or c) the basis of award, or d) any claim that the solicitation documents or the solicitation process violates applicable Federal or State laws.

3. Pre-award protest. All other protests made prior to award must be filed no later than five (5) calendar days after the protesting party knows or should have known the alleged basis of the protest.
4. Post-award protest. Any protest regarding the award of the contract must be submitted no later than seven (7) calendar days after the date of award or after the earliest date that the protesting party should have known of the facts giving rise thereto. Any protest regarding the award of a contract filed after that date will not be considered by the District. Goods obtained or construction and/or services being performed under a protested contract will generally not be suspended pending the resolution of the protest.

The protesting party is required to furnish with its protest, at its sole expense, a Protest Bond in the amount of one thousand dollars (\$1,000). The protest bond shall be in the form of a cashier's check or certified check made payable to Madison County Mass Transit District. The protest bond shall serve as a guarantee of the validity and accuracy of the protest. If the protest is upheld, the bond shall be returned to the protesting party. If the protest is denied, the bond shall be used by the District to recover any administrative costs and damages incurred as a result of the protest and/or any resulting delay in the contracting for goods and services which were the subject of the bid.

5. District response. A protest submitted in a timely manner shall be reviewed by the District's Managing Director, who shall consider all facts, technical support, and justification submitted by the protesting party, and within a reasonable period render a written decision on behalf of the District as to the validity of the protest and the disposition thereof. The District's Managing Director may request additional information from the protesting party to clarify or support its assertions, in which case such information shall be submitted by the protesting party within seven (7) calendar days following the Managing Director's request.
6. Request for reconsideration. In the event that the protesting party disagrees with any decision of the District's Managing Director, the protesting party may, within five (5) calendar days following receipt of such written decision, appeal the decision in writing to the Chairman of the District's Board of Trustees. Such written notice of appeal shall include all documents and other information necessary to substantiate the appeal. The Chairman shall provide timely review of the appeal and transmit a written decision to the protesting party. This decision shall be considered final.
7. Decisions by District. When a protest is filed prior to a bid opening, proposal due date or award of a contract, the bid opening, proposal due date or contract award may be postponed until the protest is resolved. The District has sole discretion to proceed with the procurement process prior to resolution of protest if the District determines that:
 - a. The District's need for the goods or services is exigent; or
 - b. The protest appears vexatious or frivolous; or
 - c. Delivery or performance will be unduly delayed by failure to make the award promptly; or
 - d. Failure to make a prompt award will otherwise cause harm to District, FTA or other affected party.

3.24 Notification to Federal Transit Administration (FTA)

FTA is not a party to the District's third party contracts, and does not have any obligation to any participant in the District's third party contracts. FTA will not substitute its judgement for that of the District unless the matter is primarily a Federal concern. All violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

If a current or prospective legal matter that may affect the Federal Government emerges, the District must promptly notify the FTA Chief Counsel and FTA Regional Counsel for Region V. The District must include a similar notification requirement in its third party agreements and must require each third party participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

1. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

2. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
3. *Additional Notice to U.S. DOT Inspector General.* The District must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for Region V, if the District has knowledge of potential fraud, waste, or abuse occurring on a project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the project is subject to the FTA Master Agreement or another agreement between the District and FTA, or an agreement involving a principal, officer, employee, agent, or third party participant of the District. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the District.

4 CLAUSES, CERTIFICATIONS, AND REPORTS FOR FTA ASSISTED CONTRACTS

Unless otherwise modified by FTA, the District will incorporate the following clauses as applicable in FTA-assisted contracts.

APPLICABILITY OF THIRD-PARTY CONTRACT CLAUSES

(Excluding micro-purchases, except for construction contracts over \$2,000)

CLAUSE	TYPE OF PROCUREMENT			
	Professional Services/A&E	Revenue Rolling Stock Purchase	Construction	Materials & Supplies
No federal government obligations to third-parties by use of a disclaimer	All	All	All	All
Program fraud and false or fraudulent statements and related acts	All	All	All	All
Access to Records	All	All	All	All
Federal changes	All	All	All	All
Civil Rights (EEO, Title VI & ADA)	All	All	All	All
Incorporation of FTA Terms	All	All	All	All
Energy Conservation	All	All	All	All
Termination Provisions	>\$10,000	>\$10,000	>\$10,000	>\$10,000
Debarment and Suspension	≥\$25,000	≥\$25,000	≥\$25,000	≥\$25,000
Notice to FTA and U.S. DOT Inspector General	≥\$25,000	≥\$25,000	≥\$25,000	≥\$25,000
Buy America		>\$150,000	>\$150,000	>\$150,000
Provisions for resolution of disputes, breaches, or other litigation	>\$250,000	>\$250,000	>\$250,000	>\$250,000
Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Air Act and Federal Water Pollution Control Act	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Cargo Preference		Involving property that may be transported by ocean vessel	Involving property that may be transported by ocean vessel	Involving property that may be transported by ocean vessel
Fly America	Involving foreign transport or travel by air	Involving foreign transport or travel by air	Involving foreign transport or travel by air	Involving foreign transport or travel by air
Davis Bacon Act			>\$2,000	

APPLICABILITY OF THIRD-PARTY CONTRACT CLAUSES

(Excluding micro-purchases, except for construction contracts over \$2,000)

CLAUSE	TYPE OF PROCUREMENT			
	Professional Services/A&E	Revenue Rolling Stock Purchase	Construction	Materials & Supplies
Copeland Anti-Kickback Act Section 1 Section 2			>\$2,000	
Contract Work Hours & Safety Standards Act		>\$100,000	>\$100,000	
Bonding			>\$250,000	
Seismic Safety	A&E for new buildings & additions		New buildings & additions	
Drug and Alcohol Testing				Safety sensitive type contracts
Patent Rights and Rights in Data	Research & development			
Disadvantaged Business Enterprises (DBEs)	All	All	All	All
Prompt Payment	All if threshold for DBE program met	All if threshold for DBE program met	All if threshold for DBE program met	All if threshold for DBE program met
Solid Wastes			Contracts for items designated by EPA, when procuring \$10,000 or more per year	Contracts for items designated by EPA, when procuring \$10,000 or more per year
ADA Accessibility	A&E	All	All	
Prohibition on Certain Telecommunications and Video Services or Equipment	Involving applicable technology	Involving applicable technology	Involving applicable technology	Involving applicable technology
Veterans Preference		All	All	
Safe Operation of Motor Vehicles	All	All	All	All

Unless otherwise modified by FTA, the District will account for the following certifications and reports, as applicable, for FTA-assisted projects.

CERTIFICATIONS AND REPORTS

(Excluding micro-purchases)

REQUIREMENT	TYPE OF PROCUREMENT			
	Professional Services/A&E	Revenue Rolling Stock	Construction	Materials & Supplies
Lobbying Certification from bidder/proposer	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Buy America Certification from bidder/proposer		>150,000	>\$150,000	>\$150,000
FMVSS Certification from bidder/proposer		All		
*Transit Vehicle Manufacturer Certification from bidder/proposer		All buses and modified vehicles		
* Bus Testing Report (Altoona) from bidder/proposer or available online		All buses and modified vehicles		
Pre- and Post Award FMVSS Certification prepared internally		All		
Pre- and Post-Delivery Purchasers Requirement Certification prepared internally		All		
* On-Site Inspector's Report from resident inspector company		All buses and modified vehicles > 10 qty.		
*1) Pre- and Post-Award Buy America Audit prepared internally or by an auditing inspection company; and *2) Pre- and Post-Delivery Buy America Certification signed internally		All buses and modified vehicles >\$150,000		

* Does not apply to mass produced or distributed vehicles solely for personal use and for sale "off the lot" and are not manufactured by a transit vehicle manufacturer (TVM).

Madison County Mass Transit District
Pontoon Beach~~Granite City~~, Illinois

Procurement Policies and Practices

Revised **January 2023**~~October 2019~~

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1 PURPOSE

This Madison County Mass Transit District Board of Trustees approved *Procurement Policies and Practices* document is designed to guide employees, officers, agents, and contractors in matters concerning the acquisition of goods and services on behalf of the Madison County Mass Transit District (hereinafter “District”). The District requires an efficient and effective procurement system to fulfill its fiscal and management responsibilities to the taxpayers of Madison County. The policies, methods and practices described in this document are intended to ensure that the most economical purchases are made in a timely manner, and that regulatory standards are exercised by all personnel involved in the procurement process.

In addition, the District must meet obligations as a recipient of capital and operating grant funds from the U.S. Department of Transportation (USDOT) and the State of Illinois. This document is further intended to ensure that the District complies with all particular requirements of external funding entities, including the Federal Transit Administration (FTA), Federal Highway Administration (FHWA), Illinois Department of Transportation (IDOT) and the Missouri Department of Transportation (MDOT).

Federally-assisted contracts executed by the District, including those using FHWA and FTA funds, must comply with the applicable requirements of 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, ~~commonly referred to as the “Super Circular”~~, as applicable. Additionally, contracts using FTA funds will be implemented in accordance with supplementary guidance provided in FTA’s procurement Circular 4220.1F “Third Party Contracting Guidance” ~~as amended or reissued~~, and in FTA’s Master Agreement, ~~as amended or reissued~~. Similarly, state-assisted grants will be subject to supplementary requirements or guidelines issued by the respective state.

The remainder of this document is presented in three sections. Section 2 describes overall policies, procurement planning and administrative activities of the District, including a code of ethical standards required of District employees, agents and contractors when carrying out procurement actions. Section 3 provides guidance concerning contracting methods, including alternative types of procurements, and particular aspects of contracting, while Section 4 contains a compilation of required clauses, certifications, and reports for FTA-assisted contracts.

This document is meant to serve as a guideline. It is not meant to be comprehensive, in particular because legal obligations relative to procurements may change as a result of legislative or judicial action.

2 POLICIES AND PRACTICES

This section describes overall policies, procurement planning and administrative activities of the District, as well as regulatory standards required of employees and contractors when carrying out procurement actions involving Federal or State funding assistance.

2.1 Procurement Policies

1. Full and Open Competition

The District will conduct Federally-assisted procurement transactions in a manner that ensures full and open competition. The District will be alert to organizational conflicts of interest as well as non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contracts will be awarded to the bidder or proposer or whose bid or offer is responsive to the solicitation and is most advantageous to the District on the basis of price, quality and other factors considered. No unreasonable or illegal restrictions, exclusionary or discriminatory specifications, or excess requirements will be placed upon contractors or vendors. Offerors of products and services may not be ruled out for anything other than appropriate business decisions, such as past experience or performance, financial and technical resources, cost, quality and delivery terms. The District will consider, employ in its reasonable discretion, breaking out contract work items into economically feasible units to facilitate Disadvantaged Business Enterprise (DBE) participation, to foster competition and obtain a more economical purchase.

2. Regulatory Standards

The District will ensure that Federal and State-assisted procurement activities are conducted in a manner consistent with the regulatory standards described in 2 CFR 200.318. A written code of conduct in such procurements is incorporated into Section 2.4 of this document.

3. Consideration of Contractors

The District will extend to its contractors and vendors a reasonable opportunity to resolve disputes, claims and appeals relating to contracts and purchases. Protest procedures are incorporated into Section 3.23 of this document to handle and resolve disputes arising from procurement actions, but such procedures, at the discretion of authorized District officials, are not exclusive, if a mutually agreeable method to resolve disputes is agreed to by the parties.

4. Contract Provisions

Contracts must contain the applicable provisions described in Appendix II to 2 CFR Part 200 -Contract Provisions for non-Federal Entity Contracts Under Federal Awards, and any other provisions required under Federal Law.

2.2 Procurement Planning

The District continually reviews the capital and operating needs of the transit system in order to anticipate and plan for specific provision of products and service. Annual and long-range procurement planning is conducted by the Managing Director of the District with input from department directors or managers. This process is designed to ensure that the District's policies are adhered to, and that unnecessary or duplicative purchases are avoided.

1. Long Term Planning

The District recognizes that purchases of rolling stock, major facilities and equipment generally require Federal and State funding assistance. Obtaining external funding assistance requires that the District anticipate its procurement needs over a minimum four-year horizon encompassed by the Transportation Improvement Program (TIP) development process. Therefore, the District will conduct long term planning at least once per year as is reasonably necessary to ensure that major procurement needs are anticipated and referenced in the TIP. Given the scope of the District's operations and the finite number of major procurements anticipated in the future, it is not considered reasonable or necessary that a written long-term procurement plan be compiled.

2. Annual Planning

The District conducts annual procurement planning to ensure the efficient operation of the transit system. It is the responsibility of the District's Managing Director, in consultation with department directors or managers, to routinely analyze current and historical consumption levels, and to project future usage based on planned changes in service level, number of vehicles operated, number of employees, anticipated shifts in technology, and funding. Annual planning will address a full range of goods and services needed by the District, including computer hardware, materials, parts, consumable supplies, professional and other services.

2.3 Administration

The District will maintain a procurement administration and documentation system to ensure that contractors perform in accordance with the terms, conditions and specifications of their contracts or purchase orders. This will include a reasonable and appropriate level of written documentation for each procurement transaction.

For each Federally-assisted contract, records will be maintained in sufficient detail to document the history of the procurement with the following: 1) Rationale for the method of procurement, 2) Selection of contract type, 3) Contractor selection or rejection, and 4) Basis for the contract price. The period covered will extend from the determination of need to completion of the contract. The procurement files for Federally-assisted contracts will be retained for a minimum of three years as required by 2 CFR Part 200.3334, while State-assisted contract procurement files will be retained as required by the state. Procurement files shall include the following items as applicable:

1. Purchase request, acquisition planning information, and other presolicitation documents.
2. Independent cost estimate.
3. Proof of public advertisement and/or other forms of notification to prospective bidders and proposers.
4. List of prospective bidders and proposers furnished with a solicitation package.

5. Copy of the solicitation and addenda.
6. Bids or proposals received.
7. Memorandum recommending contract award or other action to District Board of Trustees.
8. Resolution (or other form of approval) adopted by the District's Board of Trustees.
9. Notice to proceed, purchase order, executed contract, change orders and amendments.
10. Performance bond, payment bond, and project labor agreement.
11. Required insurance documents.
12. Record of protests.
13. Federal and state concurrences.
- ~~14. Organizational conflict of interest review.~~
- ~~15.~~14. Contract administrative actions.
- ~~16.~~15. Documentation of satisfactory contract completion.
- ~~17.~~16. Calculation and rationale for the amount of liquidated damages to be assessed.

Procurement activities and contract oversight are administered by agency staff or agents under the direction of the District's Board of Trustees and/or Managing Director. Major capital acquisitions, such as rolling stock and facilities, generally are determined by the Managing Director in consultation with the Board as part of the capital budget process. Department directors and managers are responsible for the identification of procurement needs within their particular functional area. Bid specifications and other relevant procurement file documents are prepared by the department directors or managers with input from the DBE officer, and administered by ~~the~~ purchasing staff Procurement Specialist.

2.4 Regulatory Procurement Practices

These provisions are intended to ensure that the District's officers, employees, agents, contractors and Board members act in procurement matters in a manner as required by Federal and State statutes and regulations and past practices. Upon proof of a failure to comply, the District, by its Board of Trustees, may discipline any of its employees, officers, agents or Board members, as the facts of each case warrant as determined by the Board of Trustees of the District. The Board of Trustees of the District may also impose sanctions upon contractors who have through their officers, agents and employees violated this code of conduct. Any such disciplinary action shall comply with the terms and conditions of any applicable statute, regulation or ordinance and any applicable contracts (including labor agreements).

1. Conflicts of Interest and Non-Competitive Practices

No employee, officer, agent or Board member of the District shall participate in the selection, or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. This prohibition extends to such individuals during their tenure in office or employment and for one year thereafter. Such conflict would arise when any of the following has a financial or other interest in the firm selected for award:

- a. The employee, officer, agent or Board member;
- b. Any member of his/her immediate family;
- c. His/her partner;
- d. An organization that employs, or is about to employ, any individual described in subparagraphs (a), (b), or (c) hereof;
- e. Any member or staff of the United States House of Representative or the United States Senate;
- f. Any members or staff of the Illinois House of Representative or the Illinois Senate; or
- g. Any officer or member of the board of directors of the East West Gateway Council of Governments.

The District will require every recipient of a Federally-assisted contract selected through a formal procurement process to certify that it has no direct or indirect pecuniary or proprietary interest, and that it will not acquire any interest that conflicts in any manner or degree with the work required to be performed and/or provided under its contract with the District, and that it will not employ any person or agent having such interest. In the event that any contractor, its agent, employees or representatives hereafter acquire such a conflict of interest, the contractor shall immediately disclose such interest and take action immediately to eliminate the conflict or to withdraw from the contract.

2. Contingent Fees and Gratuities

No officer, employee, agent or Board member of the District will be allowed to solicit gifts, gratuities, favors, or anything of monetary value from contractors, potential contractors, their representatives, or parties to subagreements. Any acceptance of an unsolicited gift as described herein must be reported promptly to the Managing Director of the District.

The District will require every recipient of a Federally-assisted contract selected through a formal procurement process to certify that no person or selling agency except bona fide employees or designated agents or representatives of the contractor has been employed or retained to solicit or secure a contract with the District with the understanding that a commission, percentage, brokerage, or contingent fee would be paid; and no gratuities in the form of entertainment, gifts or otherwise were offered or given by the contractor or any of its agents, employees or representatives, to any official, member or employee of the District or other governmental agency with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance required under, a contract with the District.

3 CONTRACTING METHODS AND GUIDANCE

Procurements with federal and or state assistance are subject to particular requirements of the Code of Federal Regulations (CFR) and must use the documented procurement procedures for the methods of procurement listed in 2 CFR Part 200.320. Additionally, Federally-assisted contracts are subject to particular requirements of the Federal Acquisition Regulation (FAR), Code of Federal Regulations (CFR), and must comply with the requirements of FTA's Master Grant Agreement executed between the District and FTA. Further FTA guidance and procurement methods are is provided in FTA's third-party contracting guidance circular. Additionally, The District is also subject to the Illinois public bidding requirements of the Local Mass Transit District Act (70 ILCS 3610/5.5), and also the Illinois Prevailing Wage Act (820 ILCS 130/) for applicable projects which are not federally funded.

When applying the methods and guidance in this policy, consideration should be given to the Illinois public bidding statute which provides for exceptions to the public bidding requirement. Exceptions include, but are not limited to, the acquisition of professional or utility services and to other matters for which public bidding is disadvantageous, and the purchase of services agreements or other contracts, purchases or sales entered into by the District with any transportation agency or unit of local government. These exceptions are not necessarily consistent for purchases and agreements with federal assistance. The District will include in solicitations all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

3.1 Informal Procurements

The District will utilize informal procurement methods as described below for purchases not more than \$250,000 per the Simplified Acquisition Threshold established by the Super Circular at 2 CFR Part 200.88, as adjusted or revised, and as set by the FAR at 48 CFR Subpart 2.1 (Definitions), as adjusted or revised.

1. Micro-Purchases

The District will handle procurements of property or services valued at \$10,000 or less as micro-purchases. Davis-Bacon prevailing wage requirements, however, will apply to federally funded contracts exceeding \$2,000 for construction, alteration, or repair (including painting and decorating) of public buildings or public works, even though the District may use micro-purchase procurement procedures. Illinois prevailing wage requirements apply to all non-federally funded "public works" projects (as defined by the Act) regardless of cost.

Generally, the District will solicit two or more price quotes by telephone, internet search, or written request to secure the lowest price for micro-purchase items, and will document the results of such solicitation in the form of staff notes or a memorandum to the procurement file. However, micro-purchases may be made without obtaining competitive quotations if a price is determined to be fair and reasonable. In such cases, when competition is not obtained for federally-assisted purchases, reasonable effort as to equitable distribution among qualified suppliers will be made, procurements will not be split to avoid competition, and the file will be documented with a statement as to how the fair and reasonable determination was derived.

2. Small Purchases
Small purchases are to be considered those with a value greater than \$10,000 but not more than the Simplified Acquisition Threshold. The District will ~~make reasonable attempts to solicit~~ obtain two or more price or rate quotations from qualified sources either by telephone, internet search, or written request to secure the best price or value and will document the file with a statement as to how the results of the fair and reasonable price determination was derived in a memorandum to the procurement file. Of note for projects with FTA assistance, the Buy America requirement is governed by the statute of 49 USC 5323(j)(13) for procurements exceeding \$150,000.

3.2 Formal Procurement Methods

The District will utilize a formal process for procurements having a value greater than the Simplified Acquisition Threshold of \$250,000 ~~established by the Super Circular at 2 CFR Part 200.88, as adjusted or revised, and~~ set by the FAR at 48 CFR Subpart 2.1 (Definitions) ~~as adjusted or revised~~.

As an exception to the preceding paragraph, in accordance with the Illinois statute for public bidding (Local Mass Transit District Act 70 ILCS 3610/5.5), the District will utilize a formal procurement process for construction, demolition, rehabilitation, renovation, and building maintenance projects involving a cost of more than \$40,000. State law must be followed even though FTA sets a higher threshold.

When a formal process is used, bids or proposals will be publicly advertised. The District will place an advertisement in a general circulation publication such as the Edwardsville Intelligencer, St. Louis Post Dispatch, Granite City Herald, or Alton Telegraph, or a trade publication such as Passenger Transport. Additionally, publications that offer additional exposure to disadvantaged business enterprises may be used as applicable.

1. Invitation for Bids (IFB) / Sealed Bid

The IFB process shall be used to solicit sealed bids in response to a procurement that lends itself to a firm fixed-price (lump sum or unit price) contract. All bids will be publicly opened at the time and place prescribed in the IFB. The desired result of the IFB process will be to award a contract to the responsive and responsible bidder offering the lowest price to the District.

The solicitation of bids by the District will be conducted in ways that maximize competition and opportunities for a response by any interested party. The District shall compile and maintain a current list of known contractors and vendors, and provide an IFB or notification to any interested party so requesting. A pre-bid conference may be convened, but only when the District believes that particular aspects of the technical specification may require further clarification. When a pre-bid conference is held, written minutes shall be recorded and distributed to attendees and other prospective bidders. An evaluation process will select the successful bidder on the basis of price and those price-related factors listed in the solicitation in order to generate a recommendation to the District's Board of Trustees. The District may reject any or all bids if there is a sound business reason which shall be recorded or documented in the procurement file.

2. Request for Proposals (RFP) / Competitive Proposals

The District will utilize a formal RFP process when the conditions are not appropriate for the use of sealed bids. The RFP process shall be used to solicit sealed proposals in response to a detailed specification issued by the District, for a procurement that lends itself to the selection of a preferred vendor or contractor on the basis of evaluation factors identified in the RFP along with their relative importance. Due to the nature of the procurement, any award should not be based exclusively on price or price-related factors. The desired result of the RFP process is to award a contract to the responsible entity whose proposal is most advantageous and/or the best value to the District with price and other factors considered.

All qualified RFP responses will be reviewed by a minimum three-member staff and/or agent evaluation committee, using a technical evaluation process determined in advance and described in the RFP. The evaluation may make use of multiple selection criteria, such as firm qualifications and background, personnel expertise and availability, responders understanding of the project, technical approach, price, and other specified evaluation factors. These criteria may be variably weighted as considered appropriate by the District. Signed copies of the evaluation forms will be retained in the procurement file.

3.3 Architectural and Engineering Services (A&E) and Other Services

For all Federally-assisted contracts involving architectural and engineering (A&E) services the District will use the qualifications-based selection procedures of 40 U.S.C. Chapter 11, “Brooks Act” or equivalent State of Illinois procedures when contracting for program management, architectural engineering, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping, and related services listed in 49 U.S.C. Section 5325 that are directly in support of, directly connected to, directly related to, or lead to construction, alteration, or repair of real property.

The District shall negotiate and enter into A&E contracts at fair and reasonable compensation. According to the requirements of 49 U.S.C. Section 5325 for all Federally-assisted contracts, the District must accept indirect cost rates established by a cognizant Federal or State government agency in accordance with the FAR for one-year applicable accounting periods, if those rates are not currently under dispute. If such rates are not available, an audit of the contractor or subcontractor shall be performed for compliance with the cost principles ~~of the FAR~~ as set forth in 2 CFR Part 200 Subpart E. A firm’s indirect cost rates, without any limitation by administrative or de facto ceilings, shall be used, as applicable, for purposes of contract estimation, negotiation, administration, reporting, and contract payment, after the firm’s indirect cost rates are accepted as described above.

3.4 Sole Source Procurement / Non-Competitive

The District’s preference is to avoid non-competitive procurements, except in selected situations where circumstances preclude full and open competition. Federally- ~~and state~~-assisted contracts may be awarded on a sole-source basis ~~when a procurement is infeasible under small purchase procedures, sealed bids, or competitive proposals, and at least~~ one or more of the following circumstances apply~~ies~~:

- ~~1. The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold;~~
- ~~1.2. The item is available only from a single source, Unique capability or availability such as a) unique or innovative concept not available from another source; or b) patents or restricted data rights restrictions that preclude competition; or c) substantial duplication costs in the case of a follow on contract; or d) unacceptable delay in the case of a follow on contract;~~
- ~~2.3. Unusual and compelling urgency such as a) a case where the District would be seriously harmed unless it would be permitted to limit the solicitation; or b) t~~ The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
- ~~3.4. When an~~ The federal or state awarding authority expressly authorizes noncompetitive ~~procurement proposals in response to a written request from the District;~~ or
- ~~4.5. After solicitation of a number of sources, competition is determined to be inadequate.~~

3.5 Cost Analysis and Price Analysis

Federally- ~~and state~~-assisted contracts require that a cost or price analysis be performed in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. As a starting point, an independent cost estimate obtained by the District prior to receiving bids or proposals. A cost analysis should be used to verify the proposed cost, profit, and that all cost elements are fair and reasonable, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or on the basis of prices set by law or regulations. Profit is to be negotiated as a separate element of the price when there is no price competition and in all cases where cost analysis is performed. Costs or prices based on estimated costs for contracts are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable under 2 CFR Part 200 Subpart E – Cost Principles. To establish a fair and reasonable profit, consideration will be given, at a minimum, to the complexity of work to be performed, the risk borne by the contractor, the contractor’s investment, the amount of subcontracting, the quality of the contractor’s record of past performance, and industry profit rates in the ~~surrounding geographical area~~ region for similar work, if available.

3.6 Use of Illinois Government Purchasing Schedules

In accordance with 30 ILCS 525, Governmental Joint Purchasing Act, the District may, without violating any bidding requirement otherwise applicable to it, procure supplies and services under any contract let by the State pursuant to lawful procurement procedures. Purchases made with FTA-assistance must adhere to FTA policies.

3.7 **Restricted or Prohibited Practices**

The following practices are restricted or prohibited in Federally-assisted procurements:

1. ~~Placing Un~~reasonable requirements placed on firms in order for them to qualify to do business ~~with the District;~~
- ~~2. Requiring Unnecessarily high~~ experience and requirements;
- ~~3-2. Unnecessarily high~~ ~~excessive~~ bonding ~~requirements;~~
- ~~4-3.~~ Non-competitive pricing practices between firms or between affiliated companies;
- ~~5-4.~~ Non-competitive contracts to consultants that are on retainer contracts;
- ~~5.~~ Organizational conflicts of interest;
- ~~6.~~ Specifying only a “brand name” instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement;
- ~~7.~~ Any arbitrary action in the procurement process;
- ~~6-8.~~ The use of a tag-on is prohibited and is defined as the addition of work (supplies, equipment or services) that is beyond the scope of the original contract that amounts to a cardinal change and is subject to non-competitive procurement procedures;
- ~~7.~~ Organizational conflicts of interest;
- ~~8.~~ Restrictive use of brand names without allowing an equal product to be offered and describing the performance or other relevant requirements of the procurement;
9. Geographic preferences. However, procurements for architectural and engineering (A&E) may have a geographic location as part of the selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. Contracts and agreements entered into due to state licensing requirements that don’t conflict with Federal law and major disaster or emergency relief under the Stafford Act, 42 U.S.C. Section 5150, are also exempt from in-state or local geographic restrictions;
- ~~10.~~ Any arbitrary action in the procurement process;
- ~~11-10.~~ Improper prequalification procedures which do not allow for enough qualified sources to ensure maximum full and open competition. Potential bidders must be allowed an opportunity to qualify up until the bid/proposal deadline;
- ~~12-11.~~ Cost plus percentage of cost contracting;
- ~~13-12.~~ Percentage of construction cost method of contracting;
- ~~14-13.~~ Time and material type contracts may only be used after a determination that no other type of contract is suitable, and if the contract specifies a ceiling price that the contractor shall not exceed except at its own risk; and
- ~~15-14.~~ Advance payments are prohibited except in limited circumstances or with prior FTA concurrence. Adequate security must be obtained.

3.8 **Use of Illinois Government Purchasing Schedules**

In accordance with 30 ILCS 525, Governmental Joint Purchasing Act, the District may, without violating any bidding requirement otherwise applicable to it, procure supplies and services under any contract let by the State pursuant to lawful procurement procedures. Purchases made with FTA-assistance must adhere to FTA policies.

3.9 **Interstate Cooperative Procurement Contracts**

The FAST Act, Section 3019, allows the District to use FTA assistance to purchase rolling stock and related equipment in a cooperative contract without regard to whether the District is located in the same State as the parties to the contract. The contract term for a cooperative procurement contract may be for an initial term of not more than two years and may include three optional extensions of one year each. A lead procurement agency or lead nonprofit entity in such a procurement may charge participants in the contract no more than 1 percent of the total value of the contract, or, may incorporate the cost into the price of the contract, but not both.

3.10 **Bonding Requirements**

Construction contracts shall provide adequate protection to guarantee construction performance and payment of materials and labor used in such work. At the sole discretion of the District, bonding for non-construction contracts may be used in order to protect the District’s interest. The following bonding policies are applicable

based on the specific project's funding sources in order to comply with FTA's requirements and the Illinois Public Construction Bond Act (30 ILCS 550/).

Bonds for Federally funded construction projects must be from qualified surety companies holding certificates of authority as an acceptable surety under Department of the Treasury regulations, "Surety Companies Doing Business with the United States," 31 CFR Part 223. For a current list of approved sureties, see Department of the Treasury's Listing of Approved Sureties (Department Circular 570), <https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570.htm>.

Bonds for locally funded public works projects without federal funds may be from the company, agent or broker of the contractor's choice but at a minimum must have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., throughout the term of the contract or project, and any extension thereof.

Bonds are required for:

- Non-Federally funded public works contracts exceeding \$50,000
 - Federally funded construction or facility improvement contracts exceeding the Simplified Acquisition Threshold, as adjusted or revised, currently set at \$250,000
1. Bid Guarantee. The District will require a bid guarantee from each bidder equivalent to 5 percent of the bid price. The "bid guarantee" ~~must~~ shall consist of a firm commitment such as a bid bond, certified check, or ~~letter of irrevocable credit~~ other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
 2. Performance Bond. The District will require a payment bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. At the sole option of the District for non-federally funded construction contracts, a bank cashier's check or letter of irrevocable credit may be acceptable in lieu of the performance bond.
 3. Payment Bond. The District will require a payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. At the sole option of the District, and in accordance with State law, for non-federally funded construction contracts, a bank cashier's check or letter of irrevocable credit may be acceptable in lieu of the payment bond.

3.11 Contract Period Limitation

With regard to FTA-assisted contracts, the District may not enter into a multi-year contract to buy rolling stock with an option exceeding five (5) years to buy additional rolling stock or replacement parts.

3.12 Use of Contract Options

The District may allow for option prices in Federally-assisted contracts, and exercise options when it is deemed beneficial to the District. The option will provide the District with the unilateral right for a specified period of time to purchase additional equipment, supplies, or services called for in the contract, or may elect to extend the term of the contract. Before an option is exercised, the District will take the following actions:

1. Evaluate the option as part of the initial procurement.
2. Establish that the option price is better than prices available in the market or that the option is the more advantageous offer at the time the option is exercised.
3. Incorporate all terms and conditions of the option into the initial contract.

3.13 ~~Unfair Competitive Advantage~~ ~~Organizational Conflict of Interest~~

When outside sources are used to ~~develop draft specifications, requirements, statements of work, or invitation for bids or requests for proposals~~ perform a project's technical, financial, or management duties for State and/or

Federally-assisted projects, then ~~an analysis of~~ the contractor will be excluded from competing for such procurements performed by the District in order to identify and evaluate potential organizational conflicts of interest that would result in conflicting roles that might bias a contractor's judgment or would result in unfair competitive advantage. An organizational conflict of interest/unfair competitive advantage occurs when any of the following circumstances arise: 1) lack of impartiality or impaired objectivity; 2) unequal access to information; or 3) biased ground rules. The District may take all reasonable actions to resolve and end any such organizational conflicts of interest.

3.14 ~~Change Orders~~ Procedures

~~For all Federally assisted contracts, the District will adhere to formal change order procedures as described in this section. A change order is an order authorized by the District and the contractor directing the contractor to make changes, pursuant to contract provisions for such changes at agreed prices and terms. A change order directive is an order authorized by the District directing the contractor to make changes with or without the consent of the contractor. Because contract changes may require competition if they go beyond the original scope of a contract, or cause a contract to exceed dollar thresholds at which different Federal requirements are triggered, changes that affect the contract sum or contract time for a project with Federal financial assistance can only be approved by authorized representatives or officials of the District. Generally, if the contract change is within the contemplation of the parties when the project was solicited, the change qualifies as within the general scope of the contract, it is therefore not a cardinal change even though the cost of the change may be relatively high when compared to the original contract.~~

~~At any time while a particular contract is in force, the District may, by written order designated or indicated to be a change order, make any change in the work within the scope of the contract. Oral orders generally will not be binding unless confirmed in writing by the District.~~

~~When the District issues a change order, it will afford the affected contractor(s) an opportunity to respond when it is asserted that the change order causes an increase or decrease in the cost or time required for the performance of work under the contract. In such instances, the contractor(s) will be directed to submit a written statement setting forth the general nature and monetary extent of such claim within ten (10) days after receipt of the written change order from the District. Such claims will be considered in a timely manner, and an equitable adjustment may be made and the contract modified in writing accordingly. However, no claim will be allowed for any costs incurred before the contractor gives written notice to the District that an adjustment of compensation or other consideration is requested, nor will further adjustment be allowed after final payment is made under the contract.~~

Federally-assisted contracts require that a cost or price analysis be performed in connection with every contract modification or change order in excess of the Simplified Acquisition Threshold.

3.15 Revenue Contracts

Revenue contracts are those in which the District provides access to public transportation assets for the primary purpose of either producing revenue in connection with an activity related to public transportation, or creating business opportunities with the use of FTA-assisted property. In order to ensure fair and equal access to FTA assisted property and to maximize revenue derived from such property, revenue contracts involving FTA-funded facilities or assets will be awarded according to FTA requirements.

3.16 Use of Liquidated Damages

The District may incorporate liquidated damages into contracts if it reasonably expects to suffer damages through delayed contract completion, or if weight requirements are exceeded, and the extent or amount of such damages are uncertain and would be difficult or impossible to determine. The rate and measurement standards must be calculated to reasonably reflect the District's costs should the standards not be met, and must be specified in the solicitation and contract. The assessment for damages may be established at a specific rate per day for each day beyond the contract's delivery date or performance period. A measurement other than a day or another period of time, however, may be established if that measurement is appropriate, such as weight requirements in a rolling stock purchase. For federally or state funded contracts, the calculation and rationale for the amount of damages established will be documented in the procurement file. Any liquidated damages

recovered must be credited to the project account with the proportionate share returned to the federal and/or state government, unless permitted otherwise.

3.17 Responsibility Requirements

Contract awards will only be made to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration may be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

3.18 Lease vs. Purchase

Where appropriate, consideration will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

3.19 Intelligent Transportation System (ITS)

ITS property and services must comply with the National ITS Architecture and Standards. To the extent applicable, the District will ensure that its contracts which involve ITS projects require provisions to ensure compliance with Federal requirements.

3.20 Bid / Proposal Mistakes

1. Minor Informalities/Irregularities in Bids

A minor informality or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is considered immaterial when the effect on price, quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the services being acquired. If the District determines that the bid submitted contains a minor informality or irregularity, then the bidder shall be given an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid, or waive the deficiency, whichever is to the advantage of the District. In no event will the bidder be allowed to change the bid amount. Examples of minor informalities or irregularities include but are not limited to the following:

- a. Bidder fails to return the number of copies of signed bids required by the invitation for bid.
- b. Bidder fails to sign the bid, but only if the unsigned bid is accompanied by other material evidence, which indicates the bidder's intention to be bound by the unsigned bid (such as bid bond, or signed cover letter which references the bid number or title, and amount of bid).
- c. Bidder fails to acknowledge an amendment. This may be considered a minor informality only if the amendment, which was not acknowledged, is insignificant and involves only a matter of form or has either no effect or merely a negligible effect on price, quantity, quality, or delivery of the items of services bid upon.

2. Mistakes Where Intended Correct Bid is Evident

If the mistake and the intended correct bid are clearly evident to the District on the face of the bid document, the bid shall be corrected by the bidder to the intended correct bid and may not be withdrawn. Examples include, but are not limited to, typographical errors, errors in extending unit prices, and transposition errors.

3. Mistakes Where Intended Correct Bid is not Evident

The District retains the discretion to allow a bidder to withdraw a bid, if the bidder submits proof satisfactory to the District that the bid contains substantive mistakes despite the exercise by the bidder of reasonable care. The test of reasonable care shall be that 1) the mistake relates to a material feature of the contract; and 2) the mistake occurred despite the exercise of reasonable care; and 3) withdrawal is deemed to be in the best interest of the District.

4. Withdrawal of Bid Before Opening

Prior to the due date indicated in the solicitation, any bidder may withdraw its bid submitted to the District. The request for withdrawal shall be written and sent by either mail or fax notification, or in person by a firm principal or authorized representative, provided that his/her identity is made known and a receipt is signed

for the return of the bid. Regardless of form, actual notice in writing must be received by the District prior to the hour and date specified for receipt of bids.

5. Mistakes after Award of Contract

When a mistake in a contractor's bid is not discovered until after award of a contract, the mistake may be corrected if correcting the mistake would be favorable to the District without changing the substance of the bid. If the mistake is not in the favor of the District, the District will have the following options:

- a. To rescind the contract via termination
- b. Deny the Contractor's request to correct the mistake, or
- c. To reform the contract by the following actions;
 - Delete the item(s) involved in the mistake
 - To increase the price of the contract by allowing the correction of the mistake, as long as the correction or increase in price does not exceed the price of the next lowest bidder. Note: Partial corrections will not be allowed in order to stay below the next lowest bidder's price.

In all cases, the contractor has the duty to submit sufficient evidence to support its position. The alleged mistake must be proven by clear and convincing evidence that a mistake was indeed made. The contractor shall support the alleged mistake by submission of written statements and pertinent evidence such as, but not limited to; contractor's file copy of bid, contractor's original worksheets, including supporting data used to prepare bid, subcontractor or supplier quotes, and any other evidence that will serve to establish the mistake, the manner in which the mistake occurred, and the bid actually intended. If there is not clear and convincing evidence to support the alleged mistake then no correction(s) to the bid will be allowed.

6. Mistakes in Proposals

Since proposals are considered to be competitive negotiations there is more leeway allowed for correction of mistakes by an offeror. When it appears from a review of the proposal during evaluation and before award that a mistake has been made, the offeror may be asked to clarify their proposal in lieu of withdrawal.

3.21 Clear and Accurate Descriptions

For all Federally-assisted contracts, procurement transactions must incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offerors must be clearly stated, and identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

3.22 Value Engineering

Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost. The District will utilize value engineering as appropriate for construction projects of sufficient size to offer reasonable opportunities for cost reductions.

3.23 Protest Procedures

The District will administer any protest initiated by a protesting party concerning its procurement actions in accordance with the following procedures.

1. Submission of Protest. The protest must be filed (received) in writing by the District in accordance with the timing requirements set forth herein, and must include:
 - a. The name, address, phone number and e-mail address of the protestor;

- b. The project name and solicitation number;
- c. A statement of the grounds for the protest or appeal, along with any supporting documentation; and
- d. A statement as to what relief is requested.

The written protest shall be directed to the District's Managing Director with the word "Protest" clearly marked on the outside of the transmittal envelope. Protests should be submitted to:

Madison County Transit
Attn: Managing Director
~~One~~ Transit Way
~~P.O. Box 7500~~
~~Pontoon Beach~~ Granite City, IL 62040

2. Pre-bid protest. Any protest regarding a solicitation for a procurement must be filed a minimum of five (5) calendar days prior to the bid opening or proposal due date. Any protest filed after that date which raises issues regarding the solicitation will not be considered by the District. This type of protest may be based upon a) restrictive specifications, or b) the evaluation procedure, or c) the basis of award, or d) any claim that the solicitation documents or the solicitation process violates applicable Federal or State laws.
3. Pre-award protest. All other protests made prior to award must be filed no later than five (5) calendar days after the protesting party knows or should have known the alleged basis of the protest.
4. Post-award protest. Any protest regarding the award of the contract must be submitted no later than seven (7) calendar days after the date of award or after the earliest date that the protesting party should have known of the facts giving rise thereto. Any protest regarding the award of a contract filed after that date will not be considered by the District. Goods obtained or construction and/or services being performed under a protested contract will generally not be suspended pending the resolution of the protest.

The protesting party is required to furnish with its protest, at its sole expense, a Protest Bond in the amount of one thousand dollars (\$1,000). The protest bond shall be in the form of a cashier's check or certified check made payable to Madison County Mass Transit District. The protest bond shall serve as a guarantee of the validity and accuracy of the protest. If the protest is upheld, the bond shall be returned to the protesting party. If the protest is denied, the bond shall be used by the District to recover any administrative costs and damages incurred as a result of the protest and/or any resulting delay in the contracting for goods and services which were the subject of the bid.

5. District response. A protest submitted in a timely manner shall be reviewed by the District's Managing Director, who shall consider all facts, technical support, and justification submitted by the protesting party, and within a reasonable period render a written decision on behalf of the District as to the validity of the protest and the disposition thereof. The District's Managing Director may request additional information from the protesting party to clarify or support its assertions, in which case such information shall be submitted by the protesting party within seven (7) calendar days following the Managing Director's request.
6. Request for reconsideration. In the event that the protesting party disagrees with any decision of the District's Managing Director, the protesting party may, within five (5) calendar days following receipt of such written decision, appeal the decision in writing to the Chairman of the District's Board of Trustees. Such written notice of appeal shall include all documents and other information necessary to substantiate the appeal. The Chairman shall provide timely review of the appeal and transmit a written decision to the protesting party. This decision shall be considered final.
7. Decisions by District. When a protest is filed prior to a bid opening, proposal due date or award of a contract, the bid opening, proposal due date or contract award may be postponed until the protest is resolved. The District has sole discretion to proceed with the procurement process prior to resolution of protest if the District determines that:
 - a. The District's need for the goods or services is exigent; or

- b. The protest appears vexatious or frivolous; or
- c. Delivery or performance will be unduly delayed by failure to make the award promptly; or
- d. Failure to make a prompt award will otherwise cause harm to District, FTA or other affected party.

3.24 ~~Notification of Protests~~ to Federal Transit Administration (FTA)

FTA is not a party to the District's third party contracts, and does not have any obligation to any participant in the District's third party contracts. FTA will not substitute its judgement for that of the District unless the matter is primarily a Federal concern. All violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

If a current or prospective legal matter that may affect the Federal Government emerges, the District must promptly notify the FTA Chief Counsel and FTA Regional Counsel for Region V. The District must include a similar notification requirement in its third party agreements and must require each third party participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

1. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
2. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
3. Additional Notice to U.S. DOT Inspector General. The District must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for Region V, if the District has knowledge of potential fraud, waste, or abuse occurring on a project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the project is subject to the FTA Master Agreement or another agreement between the District and FTA, or an agreement involving a principal, officer, employee, agent, or third party participant of the District. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the District.

4 CLAUSES, CERTIFICATIONS, AND REPORTS FOR FTA ASSISTED CONTRACTS

Unless otherwise modified by FTA, the District will incorporate the following clauses as applicable in FTA-assisted contracts.

APPLICABILITY OF THIRD-PARTY CONTRACT CLAUSES

(Excluding micro-purchases, except for construction contracts over \$2,000)

CLAUSE	TYPE OF PROCUREMENT			
	Professional Services/A&E	Revenue Rolling Stock Purchase	Construction	Materials & Supplies
No federal government obligations to third-parties by use of a disclaimer	All	All	All	All
Program fraud and false or fraudulent statements and related acts	All	All	All	All
Access to Records	All	All	All	All
Federal changes	All	All	All	All
Civil Rights (EEO, Title VI & ADA)	All	All	All	All
Incorporation of FTA Terms	All	All	All	All
Energy Conservation	All	All	All	All
Termination Provisions	>\$10,000	>\$10,000	>\$10,000	>\$10,000
Debarment and Suspension	≥\$25,000	≥\$25,000	≥\$25,000	≥\$25,000
<u>Notice to FTA and U.S. DOT Inspector General</u>	<u>≥\$25,000</u>	<u>≥\$25,000</u>	<u>≥\$25,000</u>	<u>≥\$25,000</u>
Buy America	>\$150,000	>\$150,000	>\$150,000	>\$150,000 (for steel, iron,
Provisions for resolution of disputes, breaches, or other litigation	>\$250,000	>\$250,000	>\$250,000	>\$250,000
Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Air <u>Act and Federal Water Pollution Control Act</u>	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Clean Water	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Cargo Preference		Involving property that may be transported by ocean vessel	Involving property that may be transported by ocean vessel	Involving property that may be transported by ocean vessel
Fly America	Involving foreign transport or travel by air	Involving foreign transport or travel by air	Involving foreign transport or travel by air	Involving foreign transport or travel by air
Davis Bacon Act			>\$2,000 (including ferry	

APPLICABILITY OF THIRD-PARTY CONTRACT CLAUSES

(Excluding micro-purchases, except for construction contracts over \$2,000)

CLAUSE	TYPE OF PROCUREMENT			
	Professional Services/A&E	Revenue Rolling Stock Purchase	Construction	Materials & Supplies
Copeland Anti-Kickback Act Section 1 Section 2			All >\$2,000 (including ferry vessels)	
Contract Work Hours & Safety Standards Act		>\$100,000	>\$100,000 (including ferry vessels)	
Bonding			>\$250,000 (including ferry vessels)	
Seismic Safety	A&E for new buildings & additions		New buildings & additions	
Transit Employee Protective Arrangements				
Charter Service Operations				
School Bus Operations				
Drug and Alcohol Testing				<u>Safety sensitive type contracts</u>
Patent Rights	Research & development			
Rights in Data and Copyrights requirements <u>Patent Rights and Rights</u>	Research & development			
Disadvantaged Business Enterprises (DBEs)	All	All	All	All
Prompt Payment	All if threshold for DBE program met	All if threshold for DBE program met	All if threshold for DBE program met	All if threshold for DBE program met
Recycled Products <u>Solid Wastes</u>			Contracts for items designated by EPA, when procuring \$10,000 or more per year	Contracts for items designated by EPA, when procuring \$10,000 or more per year
<u>ADA Accessibility</u>	A&E	All	All	
<u>Prohibition on Certain Telecommunications and Video Services or Equipment</u>	<u>Involving applicable technology</u>	<u>Involving applicable technology</u>	<u>Involving applicable technology</u>	<u>Involving applicable technology</u>
<u>Veterans Preference</u>		<u>All</u>	<u>All</u>	

<u>Safe Operation of Motor Vehicles</u>	<u>All</u>	<u>All</u>	<u>All</u>	<u>All</u>
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Unless otherwise modified by FTA, the District will account for the following certifications and reports, as applicable, for FTA-assisted projects.

CERTIFICATIONS AND REPORTS
(Excluding micro-purchases)

<u>REQUIREMENT</u>	<u>TYPE OF PROCUREMENT</u>			
	<u>Professional Services/A&E</u>	<u>Revenue Rolling Stock</u>	<u>Construction</u>	<u>Materials & Supplies</u>
<u>Lobbying Certification from bidder/proposer</u>	<u>≥\$100,000</u>	<u>≥\$100,000</u>	<u>≥\$100,000</u>	<u>≥\$100,000</u>
<u>Buy America Certification from bidder/proposer</u>		<u>>150,000</u>	<u>≥\$150,000</u>	<u>≥\$150,000</u>
<u>FMVSS Certification from bidder/proposer</u>		<u>All</u>		
<u>*Transit Vehicle Manufacturer Certification from bidder/proposer</u>		<u>All buses and modified vehicles</u>		
<u>* Bus Testing Report (Altoona) from bidder/proposer or available online</u>		<u>All buses and modified vehicles</u>		
<u>Pre- and Post Award FMVSS Certification prepared internally</u>		<u>All</u>		
<u>Pre- and Post-Delivery Purchasers Requirement Certification prepared internally</u>		<u>All</u>		
<u>* On-Site Inspector’s Report from resident inspector company</u>		<u>All buses and modified vehicles > 10 qty.</u>		
<u>*1) Pre- and Post-Award Buy America Audit prepared internally or by an auditing inspection company; and</u> <u>*2) Pre- and Post-Delivery Buy America Certification signed internally</u>		<u>All buses and modified vehicles > \$150,000</u>		

* Does not apply to mass produced or distributed vehicles solely for personal use and for sale “off the lot” and are not manufactured by a transit vehicle manufacturer (TVM).

RESOLUTION 23-31

AUTHORIZING THE RELEASE OF CERTAIN EXECUTIVE SESSION MINUTES

WHEREAS, the Madison County Mass Transit District (hereinafter referred to as “District”) is a unit of government and subject to the Illinois Open Meetings Act, 5 ILCS 120 (hereinafter referred to as “Act”); and,

WHEREAS, the District and its Trustees have met from time to time in closed session for purposes authorized by the Act; and,

WHEREAS, pursuant to the requirements of 5 ILCS 120/2.06(d), the closed session minutes for all meetings prior to December 31, 2022, have been reviewed; and,

WHEREAS, the District has determined that the minutes of the meetings listed on Schedule A, attached hereto, no longer require confidential treatment and should be made available for public inspection; and,

WHEREAS, while the District has determined that the minutes of the meetings listed on Schedule A no longer require confidential treatment it has also determined that the verbatim recordings for those closed meetings require continued confidentiality due to ongoing exemptions under the Illinois Open Meetings Act, 5 ILCS 120 and/or the Illinois Freedom of Information Act, 5 ILCS 140, including but not limited to one or more of the following reasons, attorney-client privilege communications between members of the District and its attorney(s) in which legal advice, communication and opinions were given which would not be subject to discovery in litigation, the Tort Immunity Act, ongoing pending litigation, security, real estate negotiations, or confidential personnel or medical information; and,

WHEREAS, the District has further determined that a need for confidentiality still exists as to the closed session minutes and the related verbatim recordings from the meetings set forth on Schedule B, attached hereto; and,

WHEREAS, a review of closed session minutes by the Office of the Madison County State’s Attorney, in conjunction with the review by the District recommends that the closed session minutes listed on Schedule B require continued confidentiality due to ongoing exemptions under the Illinois Open Meetings Act, 5 ILCS 120 and/or the Illinois Freedom of Information Act, 5 ILCS 140, including but not limited to one or more of the following reasons, attorney-client privilege communications between members of the District and its attorney(s) in which legal advice, communication and opinions were given which would not be subject to discovery in litigation, the Tort Immunity Act, ongoing pending litigation, security, real estate negotiations, or confidential personnel or medical information; and,

WHEREAS, the District has kept such records as required by the Act; and,

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

1. The closed session minutes from those meetings set forth on Schedule A, attached hereto, shall be and are hereby released.
2. The District is authorized and directed to make said minutes listed on Schedule A available for posting on the District’s website, for inspection and review in accordance with the Act.

3. The closed session minutes from those meetings set forth on Schedule B, attached hereto, are found to require continued confidentiality based on the reasons cited herein and as such shall remain closed pending further review in the future to determine their eligibility for release.
4. The verbatim recordings for all closed meetings (which consists of Schedule A and Schedule B, as well as closed session minutes previously released), shall remain confidential and are not to be released at this time.
5. All closed session minutes and verbatim recordings that are not expressly approved for release shall be retained as confidential.
6. This Resolution shall be in full force and effect from and after its passage and approval according to law.
7. Ronald L. Jedda, Chairman, Christopher C. Guy, Vice Chairman, and/or Steven J. Morrison, Managing Director, of the Madison County Mass Transit District, are hereby authorized to execute, complete, administer, and perform all obligations associated with the release or retention of closed session minutes and to take any and all such further actions as are necessary and appropriate, including any and all amendments on behalf of and in a manner most beneficial to the Madison County Mass Transit District.

ADOPTED by the Madison County Mass Transit District, Madison County, Illinois, on this twenty- sixth day of January 2023.

Ronald L. Jedda, Chairman

Christopher C. Guy

Allen P. Adomite

Andrew F. Economy

J. Kelly Schmidt

APPROVED as to Form:

Legal Counsel

CERTIFICATE

I, Julie M. Repp, 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, January 26, 2023, 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 closed session minutes from those meetings set forth on Schedule A, attached hereto, shall be and are hereby released.
2. The District is authorized and directed to make said minutes listed on Schedule A available for posting on the District's website, for inspection and review in accordance with the Act.
3. The closed session minutes from those meetings set forth on Schedule B, attached hereto, are found to require continued confidentiality based on the reasons cited herein and as such shall remain closed pending further review in the future to determine their eligibility for release.
4. The verbatim recordings for all closed meetings (which consists of Schedule A and Schedule B, as well as closed session minutes previously released), shall remain confidential and are not to be released at this time.
5. All closed session minutes and verbatim recordings that are not expressly approved for release shall be retained as confidential.
6. This Resolution shall be in full force and effect from and after its passage and approval according to law.
7. Ronald L. Jedda, Chairman, Christopher C. Guy, Vice Chairman, and/or Steven J. Morrison, Managing Director, of the Madison County Mass Transit District, are hereby authorized to execute, complete, administer, and perform all obligations associated with the release or retention of closed session minutes and to take any and all such further actions as are necessary and appropriate, including any and all amendments on behalf of and in a manner most beneficial to the Madison County Mass Transit District.

IN WITNESS WHEREOF, I have hereunto affixed my official signature as Secretary of the Madison County Mass Transit District on this twenty-sixth day of January 2023.
