

**AGENDA**  
**Board of Trustees Meeting**  
 Madison County Mass Transit District  
 8:30 a.m., Thursday, August 31, 2023  
 1 Transit Way, Pontoon Beach, Illinois

<u>Section</u>	<u>Item</u>	<u>Recommendation</u>
I.	<b>Pledge of Allegiance.</b>	
II.	<b>Call to Order: Roll Call.</b>	
III.	<b>Public Comments.</b>	
IV.	<b><u>Consideration of the minutes of the July 13, 2023, regular meeting, for inclusion in the District's official records.</u></b>	Discussion/Action
V.	<b><u>Financial:</u></b>	
	A. Payments and Claims: Consideration of the August 2023 Claims for Payment	Discussion/Action
	B. Monthly Financial Report: Review of the Monthly Financial Records as of July 31, 2023	Discussion/Action
	C. Resolution 24-05 Affirming Execution and Authorizing Amendment of Downstate Operating Assistance Grant Agreement with the Illinois Department of Transportation	Discussion/Action
VI.	<b><u>Services:</u></b>	
	A. Managing Directors Report	
	B. IL-111 Schoolhouse Trail Bridge Presentation	Discussion
	C. January 2024 Service Change and Proposed STL City Express	Discussion
	D. Resolution 24-06 Authorizing Award of Contracts for Furniture, Appliances, and Equipment	Discussion/Action
	E. Resolution 24-07 Authorizing Modifications to the Agreement for Services between the Agency for Community Transit, Inc., and the Madison County Mass Transit District	Discussion/Action
	F. Resolution 24-08 Authorizing the Filing of an Application to the Illinois Department of Natural Resources for Open Space Lands Acquisition and Development Program Funds	Discussion/Action
	G. Resolution 24-09 Authorizing an Amendment of Contract for the MCT Goshen Trail to Bethalto Extension Alignment Study	Discussion/Action

**AGENDA**  
**Board of Trustees Meeting**  
Madison County Mass Transit District  
8:30 a.m., Thursday, August 31, 2023  
1 Transit Way, Pontoon Beach, Illinois

- |   |                   |
|---|-------------------|
| <b>VII. <u>Executive Session for discussion of lawfully closed minutes under (21) of the Open Meetings Act (5 ILCS 120/2 (c))</u></b> | Discussion        |
| <br>  |                   |
| <b>VIII. <u>Other Business:</u></b>   |                   |
| A. Resolution 24-10 Authorizing the Release of Certain Executive Session minutes  | Discussion/Action |
| <br>  |                   |
| <b>IX. <u>Adjournment</u></b>   | Discussion/Action |

**Next meeting date: September 28, 2023**

## MINUTES

### Board of Trustees

Madison County Mass Transit District

8:30 a.m., Thursday, July 27, 2023

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: RONALD L. JEDDA, ALLEN P. ADOMITE, AND ANDREW F. ECONOMY

MEMBERS ABSENT: CHRISTOPHER C. GUY

OTHERS PRESENT: STEVEN J. MORRISON, ACT; PHIL ROGGIO, ACT; MICHELLE DOMER, ACT; AMANDA SMITH, ACT; JULIE REPP, ACT; ROB SCHMIDT, ACT; DEBBIE BARRON, ACT; DAVID LIVINGSTONE, LEGAL COUNSEL; SEAN CALLISON, BUSEY BANK; KEVIN DOAK, BUSEY BANK; MIKE WEVER, GENERAL PUBLIC

#### III. Public Comments:

Mike Wever discussed the trails.

#### IV. Consideration of the minutes of the June 29, 2023, regular meeting for inclusion in the Official Records of the District.

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

A ROLL CALL VOTE FOLLOWED:

ALLEN P. ADOMITE	AYE
ANDREW F. ECONOMY	AYE
RONALD L. JEDDA	AYE

ALL AYES. NO NAYS. MOTION CARRIED

#### V. Financial

A. Payments and Claims: Consideration of the July 2023 claims for payment:

ADOMITE MADE THE MOTION, SECONDED BY ECONOMY, TO APPROVE THE PAYMENTS AND CLAIMS.

A ROLL CALL VOTE FOLLOWED:

ALLEN P. ADOMITE	AYE
ANDREW F. ECONOMY	AYE
RONALD L. JEDDA	AYE

ALL AYES. NO NAYS. MOTION CARRIED.

- B. Monthly Financial Report: Review of the monthly financial records as of June 30, 2023.

ADOMITE MADE THE MOTION, SECONDED BY ECONOMY, TO APPROVE THE MONTHLY FINANCIAL REPORT AS OF JUNE 30, 2023.

A ROLL CALL VOTE FOLLOWED:

ALLEN P. ADOMITE	AYE
ANDREW F. ECONOMY	AYE
RONALD L. JEDDA	AYE

ALL AYES. NO NAYS. MOTION CARRIED.

## VI. Services

- A. Managing Director's Report:

Managing Director, SJ Morrison, presented the Managing Director's Report.

It was reported that ACT staff spent 55 hours gathering records for a FOIA request received from Steve Adler. Legal counsel emailed Mr. Adler a letter informing him there would be a \$100 copying fee. Mr. Adler submitted a request for review to the PAC regarding MCT treating his FOIA request as voluminous. The PAC determined that MCT handled the matter appropriately and no further action was warranted. Mr. Adler did not pay the \$100 fee for the records.

Madison County Board Chairman, Kurt Prenzler, submitted a FOIA request to MCT on June 29, 2023 with 22 requests, each seeking 40 years of documents. The following day an additional FOIA request was received from Prenzler. The MCT FOIA Officer contacted Prenzler three separate times about the voluminous nature of his request and asked him to narrow his request. Mr. Prenzler was also given the opportunity to visit MCT to physically inspect and obtain copies of the documents. As of the meeting, he had not narrowed his request or made an in-person visit.

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

24-01 AUTHORIZING THE PURCHASE OF ONE ENERGREEN ILF KOMMUNAL SELF PROPELLED MULTI-TOOL WITH REQUIRED ATTACHMENTS

A ROLL CALL VOTE FOLLOWED:

ALLEN P. ADOMITE	AYE
ANDREW F. ECONOMY	AYE
RONALD L. JEDDA	AYE

ALL AYES. NO NAYS. MOTION CARRIED.

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

24-02 AUTHORIZING AN AMENDMENT TO AGREEMENT WITH VOLKERT, INC.  
FOR REAL ESTATE SERVICES

A ROLL CALL VOTE FOLLOWED:

ALLEN P. ADOMITE	AYE
ANDREW F. ECONOMY	AYE
RONALD L. JEDDA	AYE

ALL AYES. NO NAYS. MOTION CARRIED.

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

24-03 AUTHORIZING AN AWARD OF CONTRACT FOR PRELIMINARY  
ENGINEERING SERVICES FOR THE GINGER CREEK & LAKEWOOD  
CONNECTORS

A ROLL CALL VOTE FOLLOWED:

ALLEN P. ADOMITE	AYE
ANDREW F. ECONOMY	AYE
RONALD L. JEDDA	AYE

ALL AYES. NO NAYS. MOTION CARRIED.

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

24-04 AUTHORIZING AN AWARD OF CONTRACT FOR CONSTRUCTION OF THE  
MCT YELLOW HAMMER TRAIL

A ROLL CALL VOTE FOLLOWED:

ALLEN P. ADOMITE	AYE
ANDREW F. ECONOMY	AYE
RONALD L. JEDDA	AYE

ALL AYES. NO NAYS. MOTION CARRIED.

**VII. Other Business**

**VIII. Adjournment:**

ADOMITE MADE THE MOTION, SECONDED BY ECONOMY TO ADJOURN.

A ROLL CALL VOTE FOLLOWED:

ALLEN P. ADOMITE	AYE
ANDREW F. ECONOMY	AYE
RONALD L. JEDDA	AYE

ALL AYES. NO NAYS. MOTION CARRIED.

Meeting adjourned at 9:32 a.m.

Respectfully submitted.

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Madison County Mass Transit District (Madison C  
 1 Transit Way  
 Pontoon Beach, IL 62040  
 United States  
 37-1099038

**Pay Statements**  
**Pay Statement - Board**

Last Name	First Name	#	Pay Period Start	Pay Period End	Pay Date	Gross	Reimbursement	Taxes (EE)	Net Payment
JEDDA	RONALD	-5171	07/01/2023	07/31/2023	08/31/2023	\$200.00	\$12.97	\$200.00	\$12.97
GUY	CHRISTOPHER	-5170	07/01/2023	07/31/2023	08/31/2023	\$200.00	-	\$15.30	\$184.70
ECONOMY	ANDREW	-5169	07/01/2023	07/31/2023	08/31/2023	\$200.00	\$6.55	\$15.30	\$191.25
ADOMITE	ALLEN	-5168	07/01/2023	07/31/2023	08/31/2023	\$200.00	-	\$200.00	-
<b>Report Total</b>						\$800.00	\$19.52	\$430.60	\$388.92



# 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
4240093	08/09/2023	PRTD	1902 City of Collinsville		072823WSCTC	07/28/2023		080823	104.28
						CHECK	4240093	TOTAL:	104.28
4240094	08/09/2023	PRTD	1253 City Treasurer-Grani		072523GCTC	07/25/2023		080823	30.80
						CHECK	4240094	TOTAL:	30.80
4240095	08/09/2023	PRTD	1436 City of Highland		JUL23HPR	08/05/2023		080823	88.45
						CHECK	4240095	TOTAL:	88.45
4240096	08/09/2023	PRTD	3984 City of Troy		080223SPTPR	08/02/2023		080823	267.15
					080223WSTPR	08/02/2023		080823	28.60
						CHECK	4240096	TOTAL:	295.75
4240097	08/09/2023	PRTD	4079 East Alton Water Dep		080123EGPRIR	08/01/2023		080823	338.40
					080123EGPRWS	08/01/2023		080823	36.00
						CHECK	4240097	TOTAL:	374.40
4240098	08/09/2023	PRTD	1220 Illinois American Wa		0124ILRt3PR	07/25/2023		080823	590.76
						CHECK	4240098	TOTAL:	590.76
4240099	08/09/2023	PRTD	1220 Illinois American wa		072723GCTC	07/27/2023		080823	176.75
						CHECK	4240099	TOTAL:	176.75
4240100	08/09/2023	PRTD	1220 Illinois American wa		080223AHSRIR	08/02/2023		080823	329.59
						CHECK	4240100	TOTAL:	329.59
4240101	08/09/2023	PRTD	1220 Illinois American wa		080423AHSRWS	08/04/2023		080823	129.91
						CHECK	4240101	TOTAL:	129.91
4240102	08/09/2023	PRTD	1733 Johnny on the Spot #		47-000261349	07/31/2023		080823	1,505.65



## 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	4240102	TOTAL:	1,505.65
4240103	08/09/2023	PRTD	1051 Pontoon Beach Public		080223-1	08/02/2023		080823	420.52
					080223-2	08/02/2023		080823	1,474.27
					080223BW	08/02/2023		080823	476.49
					080223N	08/02/2023		080823	30.00
					080223SS	08/02/2023		080823	30.00
					080223T	08/02/2023		080823	30.00
						CHECK	4240103	TOTAL:	2,461.28
4240104	08/09/2023	PRTD	4104 Republic Services #3		50-005252121	07/20/2023		080823	85.00
						CHECK	4240104	TOTAL:	85.00
4240105	08/09/2023	PRTD	1506 Village of Glen Carb		072423GLPR	07/24/2023		080823	758.60
						CHECK	4240105	TOTAL:	758.60
4240106	08/09/2023	PRTD	1932 Wex Bank		90933230	07/31/2023		080823	8,843.37
						CHECK	4240106	TOTAL:	8,843.37
NUMBER OF CHECKS						14	*** CASH ACCOUNT TOTAL ***		15,774.59
TOTAL PRINTED CHECKS						COUNT	AMOUNT		
						14	15,774.59		
						*** GRAND TOTAL ***		15,774.59	

## 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
4240112	08/31/2023	PRTD	4012 AAIC, Inc.		17312	08/09/2023		083123	37.76
					17311	08/09/2023		083123	11,688.89
							CHECK	4240112 TOTAL:	11,726.65
4240113	08/31/2023	PRTD	2501 Agency for Community		JUL23VP	08/21/2023		083123	2,676.35
					JUL23RS	08/21/2023		083123	32,042.81
					JUL23BW	08/21/2023		083123	101,168.66
					JUL23DR	08/21/2023		083123	218,415.95
					JUL23FR	08/21/2023		083123	1,887,988.28
							CHECK	4240113 TOTAL:	2,242,292.05
4240114	08/31/2023	PRTD	1050 Ameren Illinois		JUL23	08/14/2023		083123	1,231.14
							CHECK	4240114 TOTAL:	1,231.14
4240115	08/31/2023	PRTD	1501 Ameren Illinois		0124ILRt3PR	07/27/2023		083123	417.28
							CHECK	4240115 TOTAL:	417.28
4240116	08/31/2023	PRTD	1501 Ameren Illinois		0723Trailer	08/01/2023		083123	605.06
							CHECK	4240116 TOTAL:	605.06
4240117	08/31/2023	PRTD	1501 Ameren Illinois		072423Beacon	07/24/2023		083123	31.19
							CHECK	4240117 TOTAL:	31.19
4240118	08/31/2023	PRTD	1501 Ameren Illinois		072523ATC	07/25/2023		083123	602.09
							CHECK	4240118 TOTAL:	602.09
4240119	08/31/2023	PRTD	1501 Ameren Illinois		072623WRTC	07/26/2023		083123	486.75
							CHECK	4240119 TOTAL:	486.75

## CHECK REGISTER

CASH ACCOUNT: 10000000 10101      Checking Account

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
4240120	08/31/2023	PRTD	1501 Ameren Illinois		072723Bluff	07/27/2023		083123	29.13
							CHECK	4240120 TOTAL:	29.13
4240121	08/31/2023	PRTD	1501 Ameren Illinois		072723Bluff1	07/27/2023		083123	30.26
							CHECK	4240121 TOTAL:	30.26
4240122	08/31/2023	PRTD	1501 Ameren Illinois		072723GLPR	07/27/2023		083123	264.91
							CHECK	4240122 TOTAL:	264.91
4240123	08/31/2023	PRTD	1501 Ameren Illinois		072723Nature	07/27/2023		083123	28.79
							CHECK	4240123 TOTAL:	28.79
4240124	08/31/2023	PRTD	1501 Ameren Illinois		072823Bluff	07/28/2023		083123	28.94
							CHECK	4240124 TOTAL:	28.94
4240125	08/31/2023	PRTD	1501 Ameren Illinois		072823Nature	07/28/2023		083123	84.83
							CHECK	4240125 TOTAL:	84.83
4240126	08/31/2023	PRTD	1501 Ameren Illinois		080123Bldg2	08/01/2023		083123	6,424.88
							CHECK	4240126 TOTAL:	6,424.88
4240127	08/31/2023	PRTD	1501 Ameren Illinois		080123EPR	08/01/2023		083123	445.33
							CHECK	4240127 TOTAL:	445.33
4240128	08/31/2023	PRTD	1501 Ameren Illinois		080123North	08/01/2023		083123	282.12
							CHECK	4240128 TOTAL:	282.12
4240129	08/31/2023	PRTD	1501 Ameren Illinois		080123WashBy	08/01/2023		083123	266.89
							CHECK	4240129 TOTAL:	266.89

## CHECK REGISTER

CASH ACCOUNT: 10000000 10101      Checking Account

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
4240130	08/31/2023	PRTD	1501 Ameren Illinois		080123WoodRv	08/01/2023		083123	37.93
							CHECK	4240130 TOTAL:	37.93
4240131	08/31/2023	PRTD	1501 Ameren Illinois		080123worden	08/01/2023		083123	28.93
							CHECK	4240131 TOTAL:	28.93
4240132	08/31/2023	PRTD	1501 Ameren Illinois		080223NPlate	08/02/2023		083123	31.75
							CHECK	4240132 TOTAL:	31.75
4240133	08/31/2023	PRTD	1501 Ameren Illinois		080323Base	08/03/2023		083123	144.17
							CHECK	4240133 TOTAL:	144.17
4240134	08/31/2023	PRTD	1501 Ameren Illinois		080323ETC	08/03/2023		083123	772.67
							CHECK	4240134 TOTAL:	772.67
4240135	08/31/2023	PRTD	1501 Ameren Illinois		080323North	08/03/2023		083123	188.18
							CHECK	4240135 TOTAL:	188.18
4240136	08/31/2023	PRTD	1501 Ameren Illinois		080323Wtrshd	08/03/2023		083123	28.80
							CHECK	4240136 TOTAL:	28.80
4240137	08/31/2023	PRTD	1501 Ameren Illinois		080423GCPR	08/04/2023		083123	71.20
							CHECK	4240137 TOTAL:	71.20
4240138	08/31/2023	PRTD	1501 Ameren Illinois		080823SJPR	08/08/2023		083123	34.61
							CHECK	4240138 TOTAL:	34.61
4240139	08/31/2023	PRTD	1501 Ameren Illinois		080823TPR	08/08/2023		083123	62.45
							CHECK	4240139 TOTAL:	62.45

## 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
4240140	08/31/2023	PRTD	1501 Ameren Illinois		080923GCPR	08/09/2023		083123	28.48
							CHECK	4240140 TOTAL:	28.48
4240141	08/31/2023	PRTD	1501 Ameren Illinois		080923TPR	08/09/2023		083123	233.86
							CHECK	4240141 TOTAL:	233.86
4240142	08/31/2023	PRTD	1501 Ameren Illinois		JUL23	08/04/2023		083123	3,552.50
							CHECK	4240142 TOTAL:	3,552.50
4240143	08/31/2023	PRTD	1501 Ameren Illinois		JUL23AHSR	08/07/2023		083123	598.10
							CHECK	4240143 TOTAL:	598.10
4240144	08/31/2023	PRTD	1501 Ameren Illinois		JUL23L	08/03/2023		083123	265.41
							CHECK	4240144 TOTAL:	265.41
4240145	08/31/2023	PRTD	1501 Ameren Illinois		JUL23MainGT	08/10/2023		083123	18.15
							CHECK	4240145 TOTAL:	18.15
4240146	08/31/2023	PRTD	2031 Best-One Fleet Servi		3200008925	08/03/2023		083123	1,020.50
					3200009078	08/14/2023		083123	408.50
							CHECK	4240146 TOTAL:	1,429.00
4240147	08/31/2023	PRTD	4075 Bridgestone Americas		6545254120	07/12/2023		083123	736.80
					6546809303	08/17/2023		083123	621.00
							CHECK	4240147 TOTAL:	1,357.80
4240148	08/31/2023	PRTD	4056 Budget Signs		848154	08/01/2023	12300044	083123	230.56
							CHECK	4240148 TOTAL:	230.56

## CHECK REGISTER

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

INV DATE    PO      WARRANT      NET

4240149	08/31/2023	PRTD	1433 City of Edwardsville	081823SPEPR	08/16/2023		083123	152.50
				081823WSEPR	08/16/2023		083123	106.82
				081823L	08/16/2023		083123	60.26
					CHECK	4240149	TOTAL:	319.58
4240150	08/31/2023	PRTD	1008 Collinsville sr. Cit	2300000201	08/02/2023		083123	2,285.10
				2300000202	08/04/2023		083123	1,222.59
					CHECK	4240150	TOTAL:	3,507.69
4240151	08/31/2023	PRTD	4048 Dovetail Inc.	INV-23756	07/31/2023	12200029	083123	4,725.00
					CHECK	4240151	TOTAL:	4,725.00
4240152	08/31/2023	PRTD	4105 EDF Group	2709	08/10/2023	12300045	083123	15,090.59
				2711	08/11/2023	12300045	083123	1,160.00
					CHECK	4240152	TOTAL:	16,250.59
4240153	08/31/2023	PRTD	1092 The Edwardsville Int	080923	08/09/2023		083123	183.48
					CHECK	4240153	TOTAL:	183.48
4240154	08/31/2023	PRTD	1029 Fort Russell Townshi	071823	07/18/2023		083123	188.03
					CHECK	4240154	TOTAL:	188.03
4240155	08/31/2023	PRTD	1014 Granite City Townshi	071723	07/17/2023		083123	1,779.18
					CHECK	4240155	TOTAL:	1,779.18
4240156	08/31/2023	PRTD	1055 Illinois Public Tran	300000234	08/17/2023		083123	8,500.00
					CHECK	4240156	TOTAL:	8,500.00
4240157	08/31/2023	PRTD	3920 The Jerry Costello G	SEPT23	08/01/2023		083123	7,000.00

# 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

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
								CHECK 4240157 TOTAL:	7,000.00
4240158	08/31/2023	PRTD	1439 Juneau Associates, I	48672		06/30/2023		083123	1,425.00
				48673		06/30/2023		083123	33,732.50
				48674		06/30/2023		083123	4,780.25
				48675		06/30/2023		083123	3,200.00
								CHECK 4240158 TOTAL:	43,137.75
4240159	08/31/2023	PRTD	1437 Keller Construction,	082223		08/22/2023	12300016	083123	408,460.78
								CHECK 4240159 TOTAL:	408,460.78
4240160	08/31/2023	PRTD	1602 Madison County State	SEPT23		08/01/2023		083123	8,000.00
								CHECK 4240160 TOTAL:	8,000.00
4240161	08/31/2023	PRTD	1874 Main Street Communit	073123		07/31/2023		083123	573.83
								CHECK 4240161 TOTAL:	573.83
4240162	08/31/2023	PRTD	4102 Mansfield Power & Ga	JUL23		08/14/2023		083123	53.66
								CHECK 4240162 TOTAL:	53.66
4240163	08/31/2023	PRTD	4092 Nameoki Township	080723		08/04/2023		083123	67.66
								CHECK 4240163 TOTAL:	67.66
4240164	08/31/2023	PRTD	3985 New Opportunities	RB2023052-8		07/25/2023		083123	316.73
								CHECK 4240164 TOTAL:	316.73
4240165	08/31/2023	PRTD	1698 O'Brien Tire & Auto	0244957		07/27/2023		083123	35.00
				0245068		08/02/2023		083123	2,367.22
				0245275		08/15/2023		083123	3,184.50
				0245285		08/15/2023		083123	34.00

## 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	4240165	TOTAL:	5,620.72
4240166	08/31/2023	PRTD	1698 O'Brien Tire & Auto		0244953	07/27/2023		083123	346.44
						CHECK	4240166	TOTAL:	346.44
4240167	08/31/2023	PRTD	1173 Oates Associates, In		37641	08/09/2023		083123	6,795.00
					37620	08/08/2023		083123	14,700.00
					37682	08/10/2023		083123	17,000.00
					37742	08/15/2023		083123	2,875.00
						CHECK	4240167	TOTAL:	41,370.00
4240168	08/31/2023	PRTD	2044 Petroleum Traders Co		1905209	07/24/2023		083123	19,949.41
					1906461	07/27/2023		083123	22,568.06
					1906436	07/27/2023		083123	2,403.39
					1907207	07/31/2023		083123	23,283.67
					1908507	08/03/2023		083123	20,877.10
					1908926	08/04/2023		083123	23,486.69
					1909679	08/08/2023		083123	22,858.27
					1910947	08/11/2023		083123	23,527.93
					1911848	08/15/2023		083123	23,093.59
					1912232	08/16/2023		083123	20,671.63
					1911239	08/15/2023		083123	2,679.50
						CHECK	4240168	TOTAL:	205,399.24
4240169	08/31/2023	PRTD	1503 RCS Construction, In		154663	08/04/2023	12300014	083123	19,800.00
						CHECK	4240169	TOTAL:	19,800.00
4240170	08/31/2023	PRTD	1503 RCS Construction, In		RETN	08/15/2023	12300014	083123	29,200.00



## CHECK REGISTER

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

INV DATE    PO      WARRANT      NET

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
								CHECK 4240170 TOTAL:	29,200.00
4240171	08/31/2023	PRTD	3980 The Bancorp Bank		605048	07/31/2023	12100078	083123	706.54
								CHECK 4240171 TOTAL:	706.54
4240172	08/31/2023	PRTD	1914 Tyler Technologies,		045-432325	07/31/2023	12400000	083123	700.00
								CHECK 4240172 TOTAL:	700.00
4240173	08/31/2023	PRTD	4090 Venice Township		1004	08/17/2023		083123	120.00
								CHECK 4240173 TOTAL:	120.00
4240174	08/31/2023	PRTD	1506 Village of Glen Carb		INV00651	07/24/2023		083123	1,010.11
					INV00659	08/01/2023		083123	568.67
					INV00658	08/01/2023		083123	112.35
								CHECK 4240174 TOTAL:	1,691.13
NUMBER OF CHECKS						63	*** CASH ACCOUNT TOTAL ***		3,082,410.87
TOTAL PRINTED CHECKS							COUNT	AMOUNT	
						63		3,082,410.87	
*** GRAND TOTAL ***									3,082,410.87

## CHECK REGISTER

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

INV DATE    PO      WARRANT      NET

4240107	08/15/2023	PRTD	1043 AT&T		AUG23	08/01/2023		081423	22.93
						CHECK	4240107	TOTAL:	22.93
4240108	08/15/2023	PRTD	2047 City of Wood River		080823WSWRTC	08/08/2023		081423	20.44
					080823SPWRTC	08/08/2023		081423	486.21
						CHECK	4240108	TOTAL:	506.65
4240109	08/15/2023	PRTD	4106 Flagstar Bank		080923	08/09/2023		081423	300.00
						CHECK	4240109	TOTAL:	300.00
4240110	08/15/2023	PRTD	1220 Illinois American Wa		081423SPATC	08/14/2023		081423	70.32
						CHECK	4240110	TOTAL:	70.32
4240111	08/15/2023	PRTD	1220 Illinois American wa		081423WSATC	08/14/2023		081423	198.67
						CHECK	4240111	TOTAL:	198.67
					NUMBER OF CHECKS	5		*** CASH ACCOUNT TOTAL ***	1,098.57
					TOTAL PRINTED CHECKS		COUNT	AMOUNT	
							5	1,098.57	
								*** GRAND TOTAL ***	1,098.57

## 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
4240175	08/31/2023	PRTD	4012 AAIC, Inc.		17325	08/09/2023		083123B	6,414.50
						CHECK	4240175	TOTAL:	6,414.50
4240176	08/31/2023	PRTD	1501 Ameren Illinois		082123	08/21/2023		083123B	28.96
						CHECK	4240176	TOTAL:	28.96
4240177	08/31/2023	PRTD	1501 Ameren Illinois		082223Beacon	08/22/2023		083123B	31.19
						CHECK	4240177	TOTAL:	31.19
4240178	08/31/2023	PRTD	1058 American Public Tran		092603	08/23/2023		083123B	430.65
					092604	08/23/2023		083123B	239.25
					092623	07/07/2023		083123B	235.95
						CHECK	4240178	TOTAL:	905.85
4240179	08/31/2023	PRTD	2031 Best-One Fleet Servi		3200009588	08/28/2023		083123B	16,320.00
						CHECK	4240179	TOTAL:	16,320.00
4240180	08/31/2023	PRTD	3995 Bradford National Ba		082523-1	08/25/2023		083123B	500,000.00
						CHECK	4240180	TOTAL:	500,000.00
4240181	08/31/2023	PRTD	3995 Bradford National Ba		082523-2	08/25/2023		083123B	500,000.00
						CHECK	4240181	TOTAL:	500,000.00
4240182	08/31/2023	PRTD	4075 Bridgestone Americas		6547047356	08/23/2023		083123B	339.84
						CHECK	4240182	TOTAL:	339.84
4240183	08/31/2023	PRTD	1253 City Treasurer-Grani		082423GCTC	08/24/2023		083123B	22.44
						CHECK	4240183	TOTAL:	22.44
4240184	08/31/2023	PRTD	1436 City of Highland		26	08/24/2023		083123B	917.77

# 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
								CHECK 4240184 TOTAL:	917.77
4240185	08/31/2023	PRTD	4087 Evenergi LLC		INV-2270	06/22/2023	12300022	083123B	7,137.50
					INV-2290	08/29/2023	12300022	083123B	7,945.50
								CHECK 4240185 TOTAL:	15,083.00
4240186	08/31/2023	PRTD	1014 Granite City Townshi		081023	08/10/2023		083123B	3,157.07
								CHECK 4240186 TOTAL:	3,157.07
4240187	08/31/2023	PRTD	1220 Illinois American Wa		0224ILRt3PR	08/22/2023		083123B	572.00
								CHECK 4240187 TOTAL:	572.00
4240188	08/31/2023	PRTD	1220 Illinois American Wa		082323GCTC	08/23/2023		083123B	160.13
								CHECK 4240188 TOTAL:	160.13
4240189	08/31/2023	PRTD	1439 Juneau Associates, I		48806	07/29/2023		083123B	7,995.00
					48807	07/29/2023		083123B	2,860.00
								CHECK 4240189 TOTAL:	10,855.00
4240190	08/31/2023	PRTD	4080 Limbaugh Constructio		080323	08/03/2023	12300008	083123B	82,138.06
								CHECK 4240190 TOTAL:	82,138.06
4240191	08/31/2023	PRTD	1698 O'Brien Tire & Auto		0245434	08/23/2023		083123B	82.00
					0245431	08/23/2023		083123B	1,714.58
					0245486	08/25/2023		083123B	168.00
								CHECK 4240191 TOTAL:	1,964.58
4240192	08/31/2023	PRTD	2044 Petroleum Traders Co		1913112	08/18/2023		083123B	22,918.26
					1913877	08/22/2023		083123B	23,240.92
					1915205	08/25/2023		083123B	23,725.16

## CHECK REGISTER

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

INV DATE    PO      WARRANT      NET

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
								CHECK 4240192 TOTAL:	69,884.34
4240193	08/31/2023	PRTD	1810 Quality Testing & En		20230743	08/22/2023		083123B	2,800.00
					20230744	08/22/2023		083123B	4,250.00
								CHECK 4240193 TOTAL:	7,050.00
4240194	08/31/2023	PRTD	4104 Republic Services #3		50-005281971	08/20/2023		083123B	85.00
								CHECK 4240194 TOTAL:	85.00
4240195	08/31/2023	PRTD	4071 S.M. Wilson & Co.		0322003-13	08/23/2023	12200090	083123B	858,825.00
								CHECK 4240195 TOTAL:	858,825.00
4240196	08/31/2023	PRTD	4007 Stutz Excavating Inc		082123	08/21/2023	12300031	083123B	57,396.32
								CHECK 4240196 TOTAL:	57,396.32
4240197	08/31/2023	PRTD	1506 Village of Glen Carb		082223GLPR	08/22/2023		083123B	848.99
								CHECK 4240197 TOTAL:	848.99
4240198	08/31/2023	PRTD	3923 Xerox Corporation		019394792	08/01/2023		083123B	57.00
								CHECK 4240198 TOTAL:	57.00
NUMBER OF CHECKS						24	*** CASH ACCOUNT TOTAL ***		2,133,057.04
TOTAL PRINTED CHECKS							COUNT	AMOUNT	
						24		2,133,057.04	
							*** GRAND TOTAL ***		2,133,057.04

Madison County Transit District  
Management Report of Revenue and Expenses  
July, 2023

	Current Month	Current YTD	Prior YTD	Percentage Increase / (Decrease) Over Prior YTD	FY24 Budget	Budget % Expended (8% of FY)
<b>Revenue</b>						
<b>Operating Revenue</b>						
Sales Tax Revenue	\$1,070,252.99	\$1,070,252.99	\$1,130,607.06	-5%	\$12,500,000	9%
Investment Income	94,390.18	94,390.18	30,111.23	213%	700,000	13%
Investment Gains/Losses	0.00	0.00	0.00	0%	0	0%
Investments-Mark to Market	79,452.90	79,452.90	0.00	100%	0	100%
IDOT Operating Assistance	0.00	0.00	0.00	0%	18,000,000	0%
Federal CARES Act/CRRSAA/ARPA	0.00	0.00	0.00	0%	2,790,000	0%
Local Sales Tax Reform Fund	293,511.80	293,511.80	265,283.72	11%	3,100,000	9%
CMAQ Rideshare Marketing and Outreach	0.00	0.00	0.00	0%	750,000	0%
Commuter Initiative	0.00	0.00	0.00	0%	150,000	0%
Fares	0.00	0.00	0.00	0%	570,000	0%
Other Revenue	22,828.00	22,828.00	8,000.00	185%	147,000	16%
Lease/Rental Income	0.00	0.00	0.00	0%	0	0%
<b>Total Operating Revenue</b>	<b>\$1,560,435.87</b>	<b>\$1,560,435.87</b>	<b>\$1,434,002.01</b>	<b>9%</b>	<b>\$38,707,000</b>	<b>4%</b>
<b>Capital Revenue</b>						
FTA Transit Admin Section 5307	\$0.00	\$0.00	\$0.00	0%	\$7,675,994	0%
FTA Transit Admin Section 5339	0.00	0.00	0.00	0%	3,780,000	0%
Congestion Mitigation Air Quality	0.00	0.00	0.00	0%	5,270,000	0%
Rebuild Illinois	0.00	0.00	0.00	0%	25,121,000	0%
Illinois Department of Transportation	0.00	0.00	0.00	0%	1,450,000	0%
Illinois Department of Natural Resources	0.00	0.00	0.00	0%	553,000	0%
Intergovernmental Agreements	0.00	0.00	0.00	0%	100,000	0%
Metro East Park and Recreation District	0.00	0.00	0.00	0%	2,350,000	0%
Other Revenue - Capital	0.00	0.00	0.00	0%	0	0%
Future Grants	0.00	0.00	0.00	0%	18,310,800	0%
<b>Total Capital Revenue</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0%</b>	<b>\$64,610,794</b>	<b>0%</b>
<b>Total Revenues</b>	<b>\$1,560,435.87</b>	<b>\$1,560,435.87</b>	<b>\$1,434,002.01</b>	<b>9%</b>	<b>\$103,317,794</b>	<b>2%</b>
<b>Expenses</b>						
<b>Operating Expenses</b>						
Fixed Route and Paratransit	\$2,503,632.90	\$2,503,632.90	\$2,362,269.62	6%	\$32,176,000	8%
ACT Administrative Contract	0.00	0.00	0.00	0%	490,000	0%
Rideshare	64,595.22	64,595.22	79,067.05	-18%	1,000,000	6%
Professional and Other Services	15,000.00	15,000.00	15,000.00	0%	547,000	3%
Trustee Expenses	880.72	880.72	1,126.75	-22%	30,000	3%
District Office Expenses	33,846.23	33,846.23	28,211.69	20%	450,000	8%
Facilities Maintenance	108,762.68	108,762.68	87,629.69	24%	1,076,000	10%
District Budget Contingency	0.00	0.00	0.00	0%	1,000,000	0%
<b>Total Operating Expenses</b>	<b>\$2,726,717.75</b>	<b>\$2,726,717.75</b>	<b>\$2,573,304.80</b>	<b>6%</b>	<b>\$36,769,000</b>	<b>7%</b>
<b>Capital Expenses</b>						
Bikeways	\$606,317.62	\$606,317.62	\$58,160.08	942%	\$44,660,000	1%
Bus Station/Stops and Park & Ride	1,425.00	1,425.00	0.00	100%	10,746,000	0%
Cooperative Police Bicycle Grant Program	0.00	0.00	0.00	100%	75,000	0%
Facility Improvements	11,726.65	11,726.65	298,846.96	-96%	22,450,000	0%
Maintenance Equipment	0.00	0.00	0.00	0%	671,200	0%
MIS Equipment	0.00	0.00	0.00	0%	5,450,000	0%
Transit Support Equipment	0.00	0.00	0.00	100%	873,000	0%
Vehicles - Buses	0.00	0.00	0.00	0%	28,513,550	0%
Vehicles - Rideshare Vans	0.00	0.00	0.00	100%	1,056,000	0%
Vehicles - Transit Support	0.00	0.00	0.00	100%	1,928,000	0%
Contingency	0.00	0.00	0.00	0%	2,000,000	0%
<b>Total Capital Expenses</b>	<b>\$619,469.27</b>	<b>\$619,469.27</b>	<b>\$357,007.04</b>	<b>74%</b>	<b>\$118,422,750</b>	<b>1%</b>
<b>Total Expenses</b>	<b>\$3,346,187.02</b>	<b>\$3,346,187.02</b>	<b>\$2,930,311.84</b>	<b>14%</b>	<b>\$155,191,750</b>	<b>2%</b>
<b>Excess Revenue Over (Under) Expenses</b>	<b>(\$1,785,751.15)</b>	<b>(\$1,785,751.15)</b>	<b>(\$1,496,309.83)</b>	<b>19%</b>	<b>(\$51,873,956)</b>	<b>3%</b>

Madison County Mass Transit District  
Income Statement with Budget Variance for the  
Period Ended July 31, 2023

Description	Current Period				Year to Date			
	Actual	Budget	Deviation	Pct	Actual	Budget	Deviation	Pct ytd
<b>OPERATING REVENUE</b>								
Sales Tax Revenue	1,070,252.99	1,041,666.67	28,586.32	102.74	1,070,252.99	1,041,666.67	28,586.32	102.74
Investment Income	94,390.18	58,333.33	36,056.85	161.81	94,390.18	58,333.33	36,056.85	161.81
Investments-Mark to Market	79,452.90	0.00	79,452.90	0.00	79,452.90	0.00	79,452.90	0.00
IDOT Operating Assistance	0.00	1,500,000.00	-1,500,000.00	0.00	0.00	1,500,000.00	-1,500,000.00	0.00
Federal CARES Act/CRRSAA/ARPA	0.00	232,500.00	-232,500.00	0.00	0.00	232,500.00	-232,500.00	0.00
Local Sales Tax Reform Fund	293,511.80	258,333.33	35,178.47	113.62	293,511.80	258,333.33	35,178.47	113.62
CMAQ Rideshare Marketing & Outreach	0.00	62,500.00	-62,500.00	0.00	0.00	62,500.00	-62,500.00	0.00
Commuter Initiative	0.00	12,500.00	-12,500.00	0.00	0.00	12,500.00	-12,500.00	0.00
Fares	0.00	47,500.00	-47,500.00	0.00	0.00	47,500.00	-47,500.00	0.00
Other Revenue	22,828.00	12,250.00	10,578.00	186.35	22,828.00	12,250.00	10,578.00	186.35
<b>TOTAL OPERATING REVENUE</b>	<b>1,560,435.87</b>	<b>3,225,583.33</b>	<b>-1,665,147.46</b>	<b>48.38</b>	<b>1,560,435.87</b>	<b>3,225,583.33</b>	<b>-1,665,147.46</b>	<b>48.38</b>
<b>CAPITAL REVENUE</b>								
Fed Transit Admin Section 5307	0.00	639,666.17	-639,666.17	0.00	0.00	639,666.17	-639,666.17	0.00
Fed Transit Admin Section 5339	0.00	315,000.00	-315,000.00	0.00	0.00	315,000.00	-315,000.00	0.00
Congestion Mitigation Air Quality	0.00	439,166.67	-439,166.67	0.00	0.00	439,166.67	-439,166.67	0.00
Rebuild Illinois	0.00	2,093,416.67	-2,093,416.67	0.00	0.00	2,093,416.67	-2,093,416.67	0.00
Illinois Dept of Transportation	0.00	120,833.33	-120,833.33	0.00	0.00	120,833.33	-120,833.33	0.00
Illinois Dept of Natural Resources	0.00	46,083.33	-46,083.33	0.00	0.00	46,083.33	-46,083.33	0.00
Metro East Park and Recreation District	0.00	195,833.33	-195,833.33	0.00	0.00	195,833.33	-195,833.33	0.00
Future Grants	0.00	1,525,900.00	-1,525,900.00	0.00	0.00	1,525,900.00	-1,525,900.00	0.00
Intergovernmental Agreements	0.00	8,333.33	-8,333.33	0.00	0.00	8,333.33	-8,333.33	0.00
<b>TOTAL CAPITAL REVENUE</b>	<b>0.00</b>	<b>5,384,232.83</b>	<b>-5,384,232.83</b>	<b>0.00</b>	<b>0.00</b>	<b>5,384,232.83</b>	<b>-5,384,232.83</b>	<b>0.00</b>
<b>TOTAL REVENUES</b>	<b>1,560,435.87</b>	<b>8,609,816.16</b>	<b>-7,049,380.29</b>	<b>18.12</b>	<b>1,560,435.87</b>	<b>8,609,816.16</b>	<b>-7,049,380.29</b>	<b>18.12</b>
<b>OPERATING EXPENSES</b>								
Fixed Route and Paratransit	2,503,632.90	2,681,333.33	-177,700.43	93.37	2,503,632.90	2,681,333.33	-177,700.43	93.37
ACT Administrative Contract	0.00	40,833.33	-40,833.33	0.00	0.00	40,833.33	-40,833.33	0.00
Rideshare	64,595.22	83,333.33	-18,738.11	77.51	64,595.22	83,333.33	-18,738.11	77.51
Professional and Other Services	15,000.00	45,583.33	-30,583.33	32.91	15,000.00	45,583.33	-30,583.33	32.91
Trustee Expenses	880.72	2,500.00	-1,619.28	35.23	880.72	2,500.00	-1,619.28	35.23
District Office Expenses	33,846.23	37,500.00	-3,653.77	90.26	33,846.23	37,500.00	-3,653.77	90.26
Facilities Maintenance	108,762.68	89,666.67	19,096.01	121.30	108,762.68	89,666.67	19,096.01	121.30
District Budget Contingency	0.00	83,333.33	-83,333.33	0.00	0.00	83,333.33	-83,333.33	0.00
<b>TOTAL OPERATING EXPENSES</b>	<b>2,726,717.75</b>	<b>3,064,083.32</b>	<b>-337,365.57</b>	<b>88.99</b>	<b>2,726,717.75</b>	<b>3,064,083.32</b>	<b>-337,365.57</b>	<b>88.99</b>
<b>CAPITAL EXPENSES</b>								
Bikeways	606,317.62	3,721,666.67	-3,115,349.05	16.29	606,317.62	3,721,666.67	-3,115,349.05	16.29
Bus Station/Stops and Park & Ride	1,425.00	895,500.00	-894,075.00	0.16	1,425.00	895,500.00	-894,075.00	0.16
Cooperative Police Bicycle Grant Program	0.00	6,250.00	-6,250.00	0.00	0.00	6,250.00	-6,250.00	0.00
Facility Improvements	11,726.65	1,870,833.33	-1,859,106.68	0.63	11,726.65	1,870,833.33	-1,859,106.68	0.63
Maintenance Equipment	0.00	55,933.33	-55,933.33	0.00	0.00	55,933.33	-55,933.33	0.00
MIS Equipment	0.00	454,166.67	-454,166.67	0.00	0.00	454,166.67	-454,166.67	0.00
Transit Support Equipment	0.00	72,750.00	-72,750.00	0.00	0.00	72,750.00	-72,750.00	0.00
Vehicles - Buses	0.00	2,376,129.17	-2,376,129.17	0.00	0.00	2,376,129.17	-2,376,129.17	0.00
Vehicles - Rideshare Vans	0.00	88,000.00	-88,000.00	0.00	0.00	88,000.00	-88,000.00	0.00
Vehicles - Transit Support	0.00	160,666.67	-160,666.67	0.00	0.00	160,666.67	-160,666.67	0.00
Contingency	0.00	166,666.67	-166,666.67	0.00	0.00	166,666.67	-166,666.67	0.00
<b>TOTAL CAPITAL EXPENSES</b>	<b>619,469.27</b>	<b>9,868,562.51</b>	<b>-9,249,093.24</b>	<b>6.28</b>	<b>619,469.27</b>	<b>9,868,562.51</b>	<b>-9,249,093.24</b>	<b>6.28</b>
<b>TOTAL EXPENSES</b>	<b>3,346,187.02</b>	<b>12,932,645.83</b>	<b>-9,586,458.81</b>	<b>25.87</b>	<b>3,346,187.02</b>	<b>12,932,645.83</b>	<b>-9,586,458.81</b>	<b>25.87</b>
<b>EXCESS REVENUE OVER EXPENSE</b>	<b>-1,785,751.15</b>	<b>-4,322,829.67</b>	<b>2,537,078.52</b>	<b>41.31</b>	<b>-1,785,751.15</b>	<b>-4,322,829.67</b>	<b>2,537,078.52</b>	<b>41.31</b>

ASSETS	
Checking Account	1,596,154.10
Savings Accounts	75,848.51
Illinois Funds Investment Pool	3,964,933.13
Investments	59,242,000.00
Investments-Mark to Market	-331,192.46
Inventory	1,225,562.56
Accounts Receivable	90,400.00
Capital Grants Receivables	3,651,828.84
Other Receivables	143,184.00
Sales Tax Receivable	3,344,233.74
Interest Receivable	65,314.73
Prepaid Expenses	1,141,754.29
TOTAL ASSETS	74,210,021.44
LIABILITIES	
Accounts Payable	3,159,018.85
Retainage Payable	1,113,838.51
TOTAL LIABILITIES	4,272,857.36
FUND BALANCE	
Nonspendable Fund Balance	2,547,196.50
Committed Fund Balance	34,000,000.00
Assigned Fund Balance	28,424,956.00
Beginning Unassigned Fund Balance	6,750,762.73
Excess Revenue Over Expenses	-1,785,751.15
Total Unassigned Fund Balance	4,965,011.58
TOTAL FUND BALANCE	69,937,164.08
TOTAL LIABILITIES AND FUND BALANCE	74,210,021.44

UNAUDITED



MCT DETAILED SCHEDULE OF INVESTMENTS  
AT JULY 31, 2023

INSTITUTION	PURCHASE DATE	CD OR ACCOUNT NUMBER	MATURITY DATE	INTEREST RATES	CERTIFICATE AMOUNT	WEIGHTED AVERAGE INTEREST
<b>INVESTMENTS PURCHASED DIRECTLY BY MCT</b>						
<b>CERTIFICATES OF DEPOSIT (CD)</b>						
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	***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	
FCB Banks	03-03-23	***56721	09-30-25	4.36%	2,000,000.00	
First Mid Bank & Trust	06-30-23	***60357	06-30-25	4.75%	1,000,000.00	
First Mid Bank & Trust	06-30-23	***60368	12-31-25	4.50%	1,000,000.00	
First Mid Bank & Trust	06-30-23	***60379	06-30-26	4.50%	1,000,000.00	
State Bank of St. Jacob	07-27-23	***12687	07-27-24	4.67%	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	
<b>TOTAL CD'S</b>					<b>14,302,000.00</b>	<b>2.50%</b>
<b>CERTIFICATES OF DEPOSIT ACCOUNT REGISTRY SERVICE (CDARS)</b>						
Bank of Belleville	04-01-21	***89108	03-28-24	0.71%	500,000.00	
Edwardsville Bank	04-01-21	***40828	10-19-23	0.45%	500,000.00	
Edwardsville Bank	04-01-21	***58454	03-28-24	0.55%	540,000.00	
Heartland Bank and Trust Company (formerly Town & Country Bank)	02-03-22	***32172	08-01-24	1.00%	1,000,000.00	
Heartland Bank and Trust Company (formerly Town & Country Bank)	11-04-21	***96916	11-28-24	0.81%	500,000.00	
Heartland Bank and Trust Company (formerly Town & Country Bank)	02-03-22	***32334	01-30-25	1.25%	500,000.00	
<b>TOTAL CDARS</b>					<b>3,540,000.00</b>	<b>0.82%</b>
<b>TOTAL INVESTMENTS PURCHASED DIRECTLY BY MCT</b>					<b>17,842,000.00</b>	
<b>FUNDS TRANSFERRED TO PORTFOLIO MANAGED BY BUSEY BANK (SEE SEPARATE REPORT FOR DETAILS)</b>				varies	41,400,000.00	varies
<b>GRAND TOTAL MCT INVESTMENTS</b>					<b>59,242,000.00</b>	
<b>CASH ACCOUNTS</b>						
MCT checking account				3.04%	1,596,154.10	
MCT savings accounts				3.04%	75,848.51	
Illinois Funds investment pool				5.472%	3,964,933.13	
<b>TOTAL CASH</b>					<b>5,636,935.74</b>	<b>4.75%</b>
<b>TOTAL CASH AND INVESTMENTS</b>					<b>64,878,935.74</b>	

# Madison County Mass Transit District Agency

## STATEMENT REPORT

As of 7/31/2023

ACCOUNTS

Madison County Mass Transit District Agency

# Monthly Market Update

(as of 6/30/2023)

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- The economy remained relatively strong in the second quarter, despite many predictions that it may be headed toward a recession. Strength within the labor market continues to support strong consumer spending, especially on services such as travel and leisure. Employment rose by 339,000 in May from April, in line with an average monthly gain of 341,000 over the prior 12 months. In May, employment continued to trend upward in professional and business services, health care, government, construction, transportation and warehousing, and social assistance. Over the past 12 months ended in May, average hourly earnings rose by 4.3%.
- Inflationary pressures seem to be waning. The Consumer Price Index (CPI) rose 0.1% in May after increasing 0.4% in April. Over the 12 months ended in May, the CPI advanced 4.0%, down from 4.9% for the year ended in April. Excluding food and energy prices, the CPI rose 0.4% in May and 5.3% over the last 12 months. Contributing to the May CPI advance were increases in prices for shelter (0.6%) and used cars and trucks (4.4%). In May, food prices increased 0.2% and 6.7% since May 2022. Energy prices fell 3.6% in May and are down 11.7% over the 12 months ended in May.
- Sales of existing homes increased 0.2% in May. Since May 2022, existing home sales dropped 12.7%. According to the report from the National Association of Realtors, job gains, a lack of inventory and fluctuating mortgage rates have contributed to the decline in sales of existing homes. The median existing home price was \$396,100 in May, up from \$385,900 in April but lower than the May 2022 price of \$408,600.

## Economic Data

	<u>Current</u>	<u>20-Year Average</u>	<u>Percentile</u>
<b>Unemployment Rate</b>	3.7%	6.0%	8%
<b>CPI YoY (Urban)</b>	4.0%	2.5%	83%
<b>Inflation Expectations (5-Year)</b>	2.2%	2.1%	55%
<b>Fed Deficit (% of GDP)</b>	8.0%	5.2%	79%
<b>Household Debt/Income (Disposable)</b>	98%	111%	14%
<b>Housing Affordability Index</b>	102	151	4%
<b>US Dollar Index</b>	103	89	96%

Source: Bloomberg

# Monthly Market Update

(as of 6/30/2023)

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- The S&P 500 gained nearly 7% in June as this year's narrow rally broadened across the spectrum of market caps and sectors, normally a sign of improving health in equity markets. The S&P 500 returned to a bull market in early June, rising 24% from its October 2022 lows. The Nasdaq—with a heavier weighting in technology and growth stocks—gained 35% from its December 2022 lows. While most leading indicators, including the inverted 2's-10's yield curve, suggest a recession is on the horizon, equity investors seem to disagree.
- Consumer Discretionary, Industrials and Materials were June's top performing S&P 500 sectors, gaining 12%, 11% and 11%, respectively. Mid and small-cap indices outperformed in June, returning 9% and 8%, respectively. Year-to-date they remain significantly behind the large cap S&P 500. International developed markets and emerging markets lagged modestly in June.
- Equity markets remained surprisingly calm despite an attempted coup in Russia, the country with the world's largest stockpile of nuclear weapons. Oil prices rose slightly in June while gold declined, signaling complacency in the financial markets.

## Equity Data

	<u>1-Month</u>	<u>YTD</u>	<u>1-Year</u>	<u>3-Year</u>	<u>5-Year</u>
<b>S&amp;P 500</b>	6.6%	16.9%	19.6%	14.6%	12.3%
<b>S&amp;P 400 Midcap</b>	9.2%	8.8%	17.5%	15.4%	7.8%
<b>Russell 2000</b>	8.1%	8.1%	12.3%	10.8%	4.2%
<b>MSCI EAFE</b>	4.6%	12.2%	19.5%	9.6%	5.0%
<b>MSCI Emerging Markets</b>	3.8%	5.0%	2.1%	2.7%	1.3%
<b>MSCI ACWI</b>	5.8%	14.3%	17.2%	11.5%	8.7%

Source: Bloomberg

# Monthly Market Update

(as of 6/30/2023)

## Fixed Income Recap

- Inflation has remained a persistent factor influencing the Federal Reserve's policy decisions. Despite the Fed's long-term inflation target of 2.0%, the June 30 Personal Consumption Expenditures (PCE) inflation rate was recorded at 4.6%, slightly below the expected 4.7%. The Fed relies on the Taylor Rule, a metric used to analyze interest rates and inflation, which suggests that short-term rates may still be too low based on commonly cited macro assumptions. Recently, Federal Reserve Chairman Jerome Powell commented that there is support for potentially more rate increases this year, resulting in the market revising assumptions about when rate cuts might begin. These developments have also raised concerns about a potential recession.
- The yield curve has been inverted throughout the entire second quarter, with the degree of inversion recently intensifying. The 2-year Treasury rate now stands 1.08% higher than the 10-year Treasury rate. This level of inversion matches the low point observed earlier in the year, specifically in March 2023 when the Silicon Valley Bank failure occurred. While the initial rate shock was somewhat driven by emotional factors, the subsequent retracement to that level has been more measured and influenced by various worsening economic indicators. In normal economic growth periods, long-term rates tend to surpass short-term rates. An inverted yield curve—where short-term rates exceed long-term rates—signals concerns about the economy and is generally seen as a leading indicator of a potential recession. Over the past four weeks, the degree of inversion has increased by approximately 0.3%, indicating a further decline in economic sentiment.
- Interest rates rose during the month of June causing the investment grade US Aggregate Bond index to experience a decline of approximately 0.4%. June's decline reduced the index's year to date return to 2.1%. On the other hand, the credit markets were able to offset the impact of rising rates with investment grade corporate bonds, high yield corporate bonds and municipal bonds all posting positive returns in June. The US High-Yield index led the way in June with a gain of 1.7%, driving its year-to-date return to 5.4%.

## Fixed Income Data

	<u>1-Month</u>	<u>YTD</u>	<u>1-Year</u>	<u>3-Year</u>	<u>5-Year</u>
<b>US Treasury</b>	-0.8%	1.6%	-2.1%	-4.8%	0.4%
<b>US Corporate</b>	0.4%	3.2%	1.5%	-3.4%	1.8%
<b>US Aggregate</b>	-0.4%	2.1%	-0.9%	-4.0%	0.8%
<b>US High Yield</b>	1.7%	5.4%	9.1%	3.1%	3.4%
<b>Global Agg Ex-US</b>	0.3%	0.8%	-1.8%	-5.9%	-2.7%
<b>US Municipal</b>	1.0%	2.7%	3.2%	-0.6%	1.8%

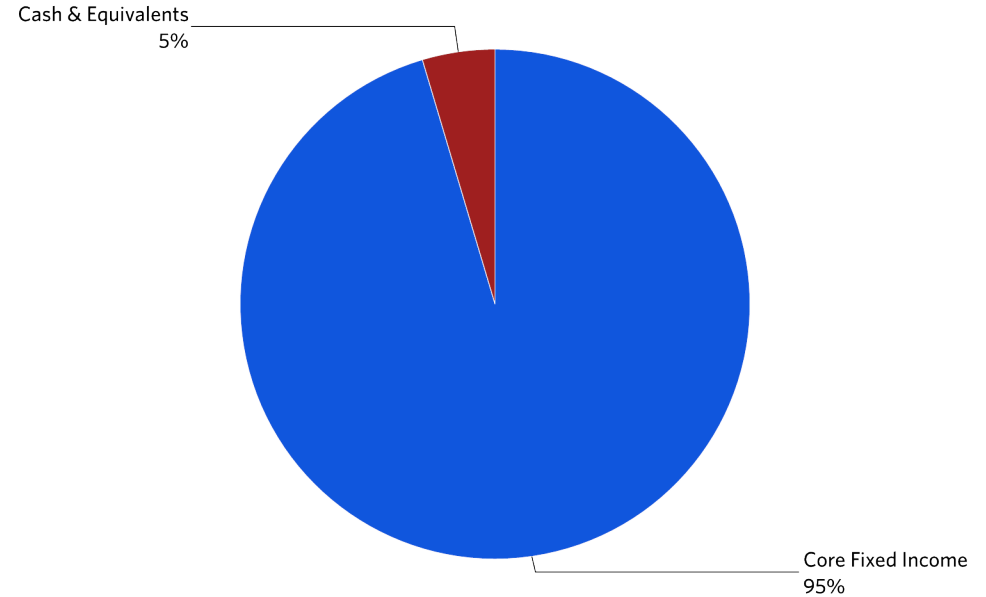
Source: Bloomberg

### Portfolio Value Summary

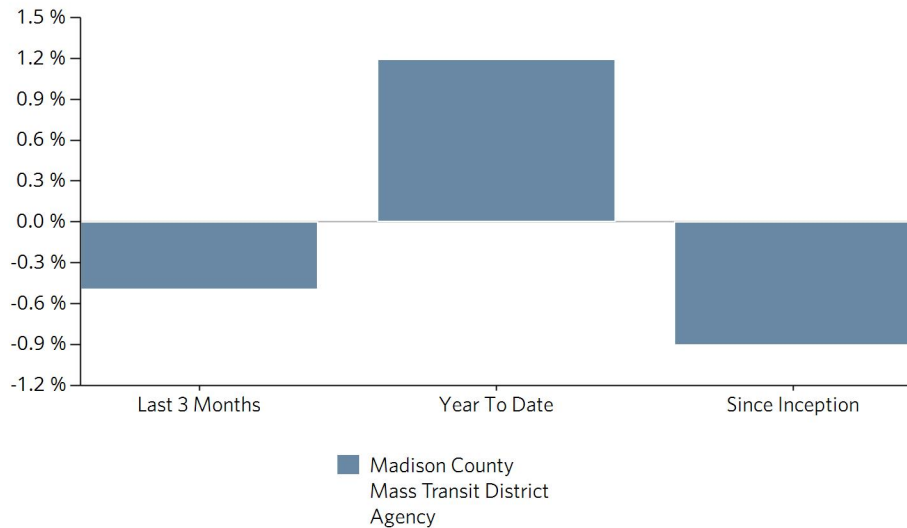
	Last 3 Months	Year To Date	Since 11/30/2021
<b>Beginning Value</b>	<b>41,521,577</b>	<b>37,878,227</b>	<b>0</b>
Net Additions	-4,814	2,986,344	41,375,526
Gain/Loss	-206,153	446,040	-64,916
<b>Ending Value</b>	<b>41,310,610</b>	<b>41,310,610</b>	<b>41,310,610</b>
Return	-0.5%	1.2%	-0.9% <sup>1</sup>
MSCI ALL COUNTRIES ACWI Return	8.5%	18.1%	0.2%
BARCLAYS CAPITAL INTERMEDIATE GOV'T/CREDIT IN...	-1.2%	1.8%	-4.1%
S&P 500 TOTAL RETURN INDEX Return	10.5%	20.6%	1.9%
MSCI DEVELOPED EAFE(USD)(TRN) Return	3.4%	15.3%	2.2%
CONSUMER PRICE INDEX - (Monthly) Return	0.6%	2.8%	5.8%
MSCI EM EMERGING MARKETS(USD)(TRN) Return	9.1%	11.3%	-5.8%

<sup>1</sup> Annualized return

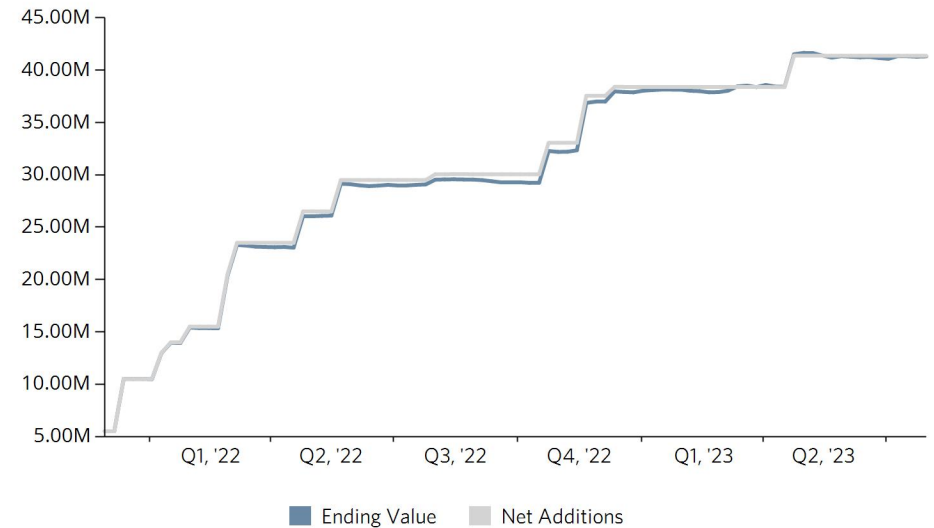
### Asset Class Allocation



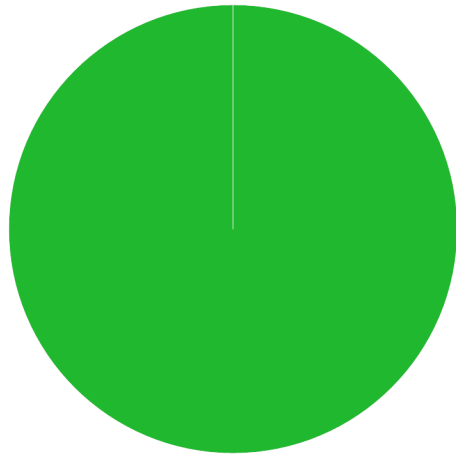
### Portfolio Returns



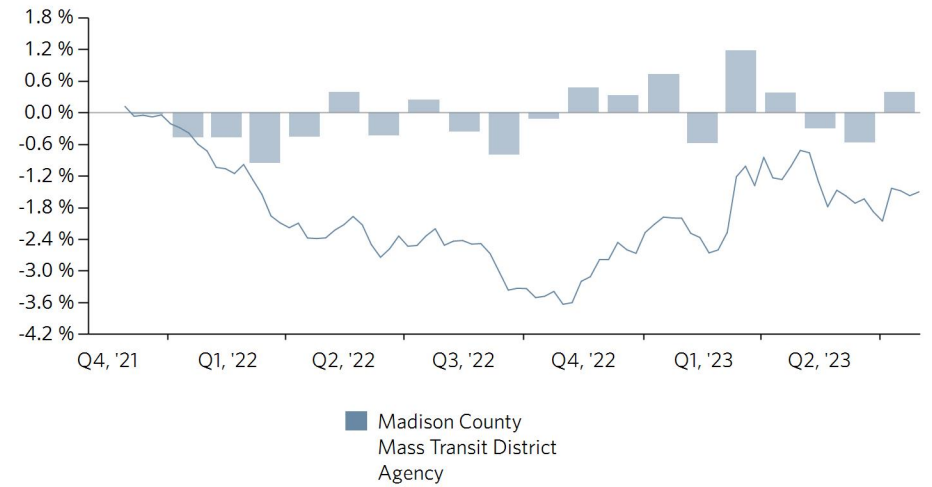
### Net Additions and Market Value



Allocation by Account



Total Portfolio Performance

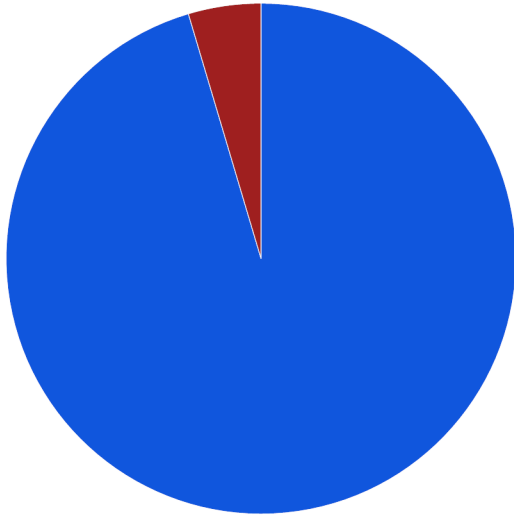


Summary of Portfolio Accounts

			Last 3 Months	Year To Date	Since 11/30/2021
	Ending Value	Allocation	Return	Return	Return
<b>Madison County Mass Transit District Agency</b>	<b>41,310,610</b>	<b>100%</b>	<b>-0.5%</b>	<b>1.2%</b>	<b>-0.9%<sup>1</sup></b>
Madison County Mass Transit District Agency	41,310,610	100%	-0.5%	1.2%	-0.9% <sup>1</sup>

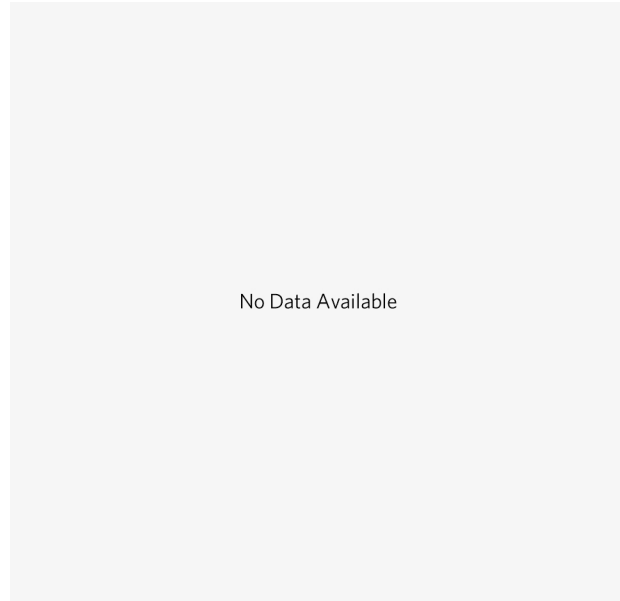
<sup>1</sup> Annualized return

Asset Class Allocation



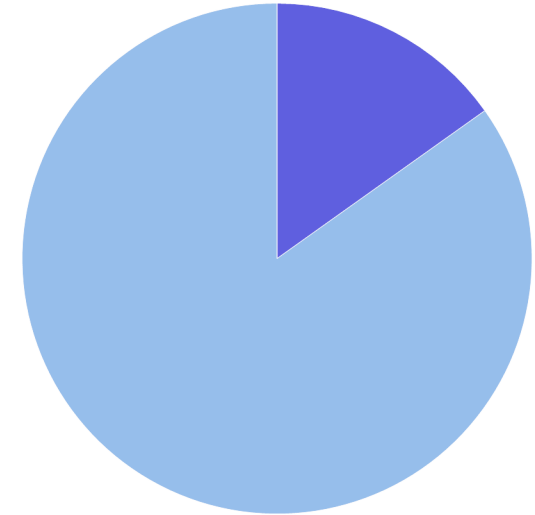
	Ending Value	Allocation
<b>Madison County Mass Transit District Agency</b>	<b>41,310,610</b>	<b>100.0%</b>
Core Fixed Income	39,409,122	95.4%
Cash & Equivalents	1,901,488	4.6%

Core Equity and Satellites Allocation



No Data Available

Core Fixed Income Allocation



	Ending Value	Allocation
<b>Madison County Mass Transit District Agency</b>	<b>39,409,122</b>	<b>100.0%</b>
Muni Bonds	5,976,587	15.2%
Taxable Bonds	33,432,535	84.8%



Portfolio Appraisal

	Units	Cost Basis	Unit Cost	Ending Value	Price	Total UGL	Yield	Projected Income
<b>Madison County Mass Transit District Agency</b>		<b>41,692,801</b>		<b>41,310,610</b>		<b>-382,191</b>	<b>2.3%</b>	<b>955,590</b>
<b>1035033783 - Madison County Mass Transit District Agency</b>		<b>41,692,801</b>		<b>41,310,610</b>		<b>-382,191</b>	<b>2.3%</b>	<b>955,590</b>
■ Muni Bonds		5,952,244		5,976,587		24,343	2.9%	171,691
CALIFORNIA ST 2.65% 04/01/2026	1,000,000	949,525	95	956,387	95	6,862	2.8%	26,500
CALIFORNIA ST 5.5% 10/01/2025	1,000,000	1,029,924	103	1,023,936	101	-5,988	5.4%	55,000
CENTENNIAL INDPT SCH DIST NO 0 1.005% 02/01/2024	175,000	175,000	100	172,075	98	-2,925	1.0%	1,759
JEFFERSON CALIF ELEM SCH DIST 1.044% 09/01/2026	630,000	552,896	88	563,774	89	10,878	1.2%	6,577
LINCOLN NEB WEST HAYMARKET JT 5% 12/15/2025	500,000	504,474	101	500,694	99	-3,780	5.0%	25,000
PENNSYLVANIA ST 0.95% 08/01/2025	700,000	637,505	91	646,454	92	8,949	1.0%	6,650
PORT SEATTLE WASH REV 2.836% 05/01/2024	500,000	499,085	100	493,309	98	-5,776	2.9%	14,180
SAN JOSE EVERGREEN CALIF CMNTY 0.921% 09/01/2025	500,000	457,449	91	462,292	92	4,842	1.0%	4,605
VACAVILLE CALIF UNI SCH DIST 1.457% 08/01/2027	500,000	433,747	87	443,258	88	9,510	1.6%	7,285
WISCONSIN ST GEN FD ANNUAL APP 3.218% 05/01/2027	750,000	712,637	95	714,408	94	1,771	3.4%	24,135
■ Taxable Bonds		33,839,069		33,432,535		-406,534	2.1%	690,643
ALLY BK SANDY UTAH 3.2% 2025	245,000	245,000	100	234,977	96	-10,023	3.3%	7,840
AMERICAN EXPRESS NATL BK BROK 4.35% 2025	245,000	245,000	100	243,094	98	-1,906	4.4%	10,658
BANK WIS DELLS WIS 4.6% 2026	245,000	245,000	100	241,070	98	-3,930	4.7%	11,270
BARCLAYS BK DEL 3.05% 2025	230,000	230,655	100	222,159	96	-8,497	3.2%	7,015
BMO HARRIS BK NATL ASSN CHICAG 2.45% 2023	245,000	245,000	100	243,893	99	-1,107	1.2%	3,001
BMW BK NORTH AMER UTAH 4.75% 2028	245,000	248,243	101	245,269	98	-2,974	4.7%	11,638
CAPITAL ONE NATL ASSN VA 4.55% 2026	245,000	245,000	100	242,718	98	-2,282	4.6%	11,148
CARROLL CNTY TR CO MO 4.5% 2028	245,000	245,000	100	238,277	97	-6,723	4.6%	11,025
CIBC BK USA 4.35% 2027	245,000	244,816	100	241,347	97	-3,468	4.4%	10,658
CITIBANK N A 3.55% 2023	230,000	242,836	106	230,372	99	-12,464	1.8%	4,083
CITY NATL BK LOS ANGELES CALIF 4.9% 2025	245,000	245,306	100	244,901	99	-405	4.9%	12,005
DISCOVER BK 3.4% 2025	245,000	245,000	100	239,715	96	-5,285	3.5%	8,330
DORT FINL CR UN GRAND BLANC MI 4.75% 2027	235,000	235,000	100	233,335	99	-1,665	4.8%	11,163

Portfolio Appraisal

	Units	Cost Basis	Unit Cost	Ending Value	Price	Total UGL	Yield	Projected Income
FIRST CTZNS BK & TR CO RALEIGH 4.7% 2025	245,000	245,000	100	244,584	99	-416	4.7%	11,515
FIRST MO ST BK CAPE CNTY CAPE 4.8% 2026	245,000	245,000	100	246,014	99	1,014	4.8%	11,760
GLOBAL FED CR UN ANCHORAGE AL 4.85% 2028	245,000	245,000	100	242,187	99	-2,813	4.9%	11,882
GOLDMAN SACHS BK USA 3% 2024	235,000	246,721	105	234,670	99	-12,052	3.0%	7,050
MEDALLION BK UTAH 4.5% 2027	470,000	470,000	100	460,874	98	-9,126	4.6%	21,150
PEOPLES BK CO COLDWATER OHIO 4.7% 2027	245,000	245,000	100	241,847	99	-3,153	4.8%	11,515
SOUTHERN BK POPLAR BLUFF MO 4.5% 2027	245,000	245,000	100	240,243	98	-4,757	4.6%	11,025
SYNCHRONY BANK 5% 2028	240,000	245,847	102	242,673	99	-3,174	4.9%	12,000
UBS BK USA SALT LAKE CITY UT 4.6% 2026	245,000	244,510	100	241,546	98	-2,964	4.7%	11,270
UNITED STATES TREAS NTS 0.125% 01/15/2024	500,000	498,625	100	488,469	98	-10,156	0.1%	313
UNITED STATES TREAS NTS 0.125% 08/15/2023	500,000	498,884	100	499,256	100	372	0.1%	313
UNITED STATES TREAS NTS 0.25% 06/30/2025	1,500,000	1,422,668	95	1,373,474	92	-49,194	0.3%	3,750
UNITED STATES TREAS NTS 0.375% 04/15/2024	500,000	498,175	100	483,310	97	-14,865	0.4%	1,875
UNITED STATES TREAS NTS 0.375% 08/15/2024	1,000,000	946,289	95	951,756	95	5,467	0.4%	3,750
UNITED STATES TREAS NTS 0.5% 03/31/2025	1,500,000	1,434,160	96	1,393,978	93	-40,182	0.5%	7,500
UNITED STATES TREAS NTS 0.75% 01/31/2028	1,700,000	1,498,059	88	1,457,818	86	-40,241	0.9%	12,750
UNITED STATES TREAS NTS 0.75% 08/31/2026	750,000	670,078	89	672,393	89	2,315	0.8%	5,625
UNITED STATES TREAS NTS 0.75% 12/31/2023	1,450,000	1,441,713	99	1,423,534	98	-18,179	0.4%	5,438
UNITED STATES TREAS NTS 0.875% 06/30/2026	750,000	683,087	91	677,188	90	-5,899	1.0%	6,563
UNITED STATES TREAS NTS 1.125% 10/31/2026	750,000	678,982	91	677,442	90	-1,540	1.2%	8,438
UNITED STATES TREAS NTS 1.25% 03/31/2028	1,675,000	1,506,780	90	1,472,219	87	-34,562	1.4%	20,938
UNITED STATES TREAS NTS 1.25% 04/30/2028	1,500,000	1,323,567	88	1,314,112	87	-9,455	1.4%	18,750
UNITED STATES TREAS NTS 1.25% 12/31/2026	750,000	682,503	91	676,437	90	-6,066	1.4%	9,375
UNITED STATES TREAS NTS 1.5% 01/31/2027	425,000	391,315	92	385,254	91	-6,061	1.7%	6,375
UNITED STATES TREAS NTS 1.625% 10/31/2023	500,000	502,622	101	497,580	99	-5,042	0.8%	4,063
UNITED STATES TREAS NTS 1.875% 02/28/2027	500,000	460,996	92	462,610	92	1,614	2.0%	9,375
UNITED STATES TREAS NTS 1.875% 06/30/2026	750,000	701,179	93	697,998	93	-3,181	2.0%	14,063

Portfolio Appraisal

	Units	Cost Basis	Unit Cost	Ending Value	Price	Total UGL	Yield	Projected Income
UNITED STATES TREAS NTS 2% 02/15/2025	500,000	501,755	100	481,370	95	-20,384	2.1%	10,000
UNITED STATES TREAS NTS 2.125% 03/31/2024	1,450,000	1,450,739	100	1,429,771	98	-20,968	2.2%	30,813
UNITED STATES TREAS NTS 2.25% 03/31/2026	1,500,000	1,416,793	94	1,424,046	94	7,253	2.4%	33,750
UNITED STATES TREAS NTS 2.375% 02/29/2024	500,000	508,131	102	496,455	98	-11,675	2.4%	11,875
UNITED STATES TREAS NTS 2.5% 03/31/2027	1,500,000	1,414,776	94	1,418,585	94	3,809	2.6%	37,500
UNITED STATES TREAS NTS 2.75% 02/15/2028	1,500,000	1,424,004	95	1,426,293	94	2,289	2.9%	41,250
UNITED STATES TREAS NTS 2.75% 04/30/2027	300,000	286,056	95	285,425	94	-631	2.9%	8,250
UNITED STATES TREAS NTS 2.875% 09/30/2023	1,500,000	1,509,640	101	1,508,443	100	-1,198	1.4%	21,563
UNITED STATES TREAS NTS 3.125% 08/31/2027	500,000	483,242	97	484,407	96	1,165	3.2%	15,625
UNITED STATES TREAS NTS 3.25% 06/30/2027	500,000	486,547	97	481,990	96	-4,558	3.4%	16,250
UNITED STATES TREAS NTS 3.5% 09/15/2025	1,500,000	1,486,255	99	1,479,328	97	-6,927	3.5%	52,500
UNITED STATES TREAS NTS 3.875% 12/31/2027	500,000	499,297	100	493,769	98	-5,528	3.9%	19,375
UNITED STATES TREAS NTS 4.125% 10/31/2027	500,000	503,766	101	501,780	99	-1,986	4.1%	20,625
WEBBANK SALT LAKE CITY UTAH 0.75% 2023	245,000	245,000	100	240,673	98	-4,327	0.4%	919
WELLS FARGO BANK NATL ASSN 3.5% 2023	180,000	189,450	105	179,607	100	-9,843	1.2%	2,100
<b>Money Markets</b>		<b>1,901,488</b>		<b>1,901,488</b>		<b>0</b>	<b>4.9%</b>	<b>93,257</b>
GOLDMAN FED FUND 520	1,901,488	1,901,488	1	1,901,488	1	0	4.9%	93,257

## Summary Analytics Report

	Ending Value	Coupon Rate	Maturity Date	Call Date	S&P Rating	Moody's Rating	Yield to Maturity	Yield to Call	Modified Duration
<b>Madison County Mass Transit District Agency</b>									
Madison County Mass Transit District Agency									
ALLY BK SANDY UTAH 3.2% 2025	234,977	3.200%	7/28/2025	—	—	—	5.5	—	1.9
AMERICAN EXPRESS NATL BK BROK 4.35% 2025	243,094	4.350%	10/14/2025	—	—	—	5.4	—	2.2
BANK WIS DELLS WIS 4.6% 2026	241,070	4.600%	8/17/2026	—	—	—	5.4	—	2.8
BARCLAYS BK DEL 3.05% 2025	222,159	3.050%	5/19/2025	—	—	—	5.5	—	1.8
BMO HARRIS BK NATL ASSN CHICAG 2.45% 2023	243,893	2.450%	11/27/2023	—	—	—	5.3	—	0.3
BMW BK NORTH AMER UTAH 4.75% 2028	245,269	4.750%	3/17/2028	—	—	—	5.2	—	4.0
CALIFORNIA ST 2.65% 04/01/2026	956,387	2.650%	4/1/2026	—	AA-	Aa2	4.8	—	2.5
CALIFORNIA ST 5.5% 10/01/2025	1,023,936	5.500%	10/1/2025	—	AA-	Aa2	5.3	—	2.0
CAPITAL ONE NATL ASSN VA 4.55% 2026	242,718	4.550%	5/18/2026	—	—	—	5.3	—	2.8
CARROLL CNTY TR CO MO 4.5% 2028	238,277	4.500%	3/30/2028	—	—	—	5.3	—	4.2
CENTENNIAL INDPT SCH DIST NO 0 1.005% 02/01/2024	172,075	1.005%	2/1/2024	—	AAA	—	5.5	—	0.5
CIBC BK USA 4.35% 2027	241,347	4.350%	4/27/2027	—	—	—	5.2	—	3.4
CITIBANK N A 3.55% 2023	230,372	3.550%	11/24/2023	—	—	—	5.2	—	0.3
CITY NATL BK LOS ANGELES CALIF 4.9% 2025	244,901	4.900%	11/24/2025	—	—	—	5.4	—	2.3
DISCOVER BK 3.4% 2025	239,715	3.400%	8/8/2025	—	—	—	5.5	—	1.9
DORT FINL CR UN GRAND BLANC MI 4.75% 2027	233,335	4.750%	6/21/2027	—	—	—	5.2	—	3.7
FIRST CTZNS BK & TR CO RALEIGH 4.7% 2025	244,584	4.700%	10/28/2025	—	—	—	5.4	—	2.1
FIRST MO ST BK CAPE CNTY CAPE 4.8% 2026	246,014	4.800%	9/30/2026	—	—	—	5.3	—	2.9
GLOBAL FED CR UN ANCHORAGE AL 4.85% 2028	242,187	4.850%	3/22/2028	—	—	—	5.3	—	4.1
GOLDMAN SACHS BK USA 3% 2024	234,670	3.000%	3/6/2024	—	—	—	5.4	—	0.6
JEFFERSON CALIF ELEM SCH DIST 1.044% 09/01/2026	563,774	1.044%	9/1/2026	—	—	Aa1	5.0	—	3.0
LINCOLN NEB WEST HAYMARKET JT 5% 12/15/2025	500,694	5.000%	12/15/2025	—	AAA	Aa1	5.3	—	2.2
MEDALLION BK UTAH 4.5% 2027	460,874	4.500%	6/16/2027	—	—	—	5.2	—	3.5
PENNSYLVANIA ST 0.95% 08/01/2025	646,454	0.950%	8/1/2025	—	A+	Aa3	5.3	—	1.9
PEOPLES BK CO COLDWATER OHIO 4.7% 2027	241,847	4.700%	3/17/2027	—	—	—	5.3	—	3.3
PORT SEATTLE WASH REV 2.836% 05/01/2024	493,309	2.836%	5/1/2024	—	AA-	A1	5.7	—	0.7
SAN JOSE EVERGREEN CALIF CMNTY 0.921% 09/01/2025	462,292	0.921%	9/1/2025	—	—	Aa1	5.0	—	2.0
SOUTHERN BK POPLAR BLUFF MO 4.5% 2027	240,243	4.500%	6/16/2027	—	—	—	5.2	—	3.5
SYNCHRONY BANK 5% 2028	242,673	5.000%	3/24/2028	—	—	—	5.2	—	4.0
UBS BK USA SALT LAKE CITY UT 4.6% 2026	241,546	4.600%	5/5/2026	—	—	—	5.4	—	2.6
UNITED STATES TREAS NTS 0.125% 01/15/2024	488,469	0.125%	1/15/2024	—	—	Aaa	5.4	—	0.4

## Summary Analytics Report

	Ending Value	Coupon Rate	Maturity Date	Call Date	S&P Rating	Moody's Rating	Yield to Maturity	Yield to Call	Modified Duration
UNITED STATES TREAS NTS 0.125% 08/15/2023	499,256	0.125%	8/15/2023	—	—	Aaa	5.7	—	0.0
UNITED STATES TREAS NTS 0.25% 06/30/2025	1,373,474	0.250%	6/30/2025	—	—	Aaa	5.0	—	1.9
UNITED STATES TREAS NTS 0.375% 04/15/2024	483,310	0.375%	4/15/2024	—	—	Aaa	5.5	—	0.7
UNITED STATES TREAS NTS 0.375% 08/15/2024	951,756	0.375%	8/15/2024	—	—	Aaa	5.4	—	1.0
UNITED STATES TREAS NTS 0.50% 03/31/2025	1,393,978	0.500%	3/31/2025	—	—	Aaa	5.1	—	1.6
UNITED STATES TREAS NTS 0.75% 01/31/2028	1,457,818	0.750%	1/31/2028	—	—	Aaa	4.3	—	4.3
UNITED STATES TREAS NTS 0.75% 08/31/2026	672,393	0.750%	8/31/2026	—	—	Aaa	4.5	—	3.0
UNITED STATES TREAS NTS 0.75% 12/31/2023	1,423,534	0.750%	12/31/2023	—	—	Aaa	5.5	—	0.4
UNITED STATES TREAS NTS 0.875% 06/30/2026	677,188	0.875%	6/30/2026	—	—	Aaa	4.5	—	2.8
UNITED STATES TREAS NTS 1.125% 10/31/2026	677,442	1.125%	10/31/2026	—	—	—	4.5	—	3.1
UNITED STATES TREAS NTS 1.25% 03/31/2028	1,472,219	1.250%	3/31/2028	—	—	Aaa	4.3	—	4.4
UNITED STATES TREAS NTS 1.25% 04/30/2028	1,314,112	1.250%	4/30/2028	—	—	Aaa	4.3	—	4.5
UNITED STATES TREAS NTS 1.25% 12/31/2026	676,437	1.250%	12/31/2026	—	—	Aaa	4.5	—	3.3
UNITED STATES TREAS NTS 1.50% 01/31/2027	385,254	1.500%	1/31/2027	—	—	Aaa	4.5	—	3.3
UNITED STATES TREAS NTS 1.625% 10/31/2023	497,580	1.625%	10/31/2023	—	—	Aaa	5.3	—	0.2
UNITED STATES TREAS NTS 1.875% 02/28/2027	462,610	1.875%	2/28/2027	—	—	Aaa	4.4	—	3.4
UNITED STATES TREAS NTS 1.875% 06/30/2026	697,998	1.875%	6/30/2026	—	—	Aaa	4.5	—	2.8
UNITED STATES TREAS NTS 2% 02/15/2025	481,370	2.000%	2/15/2025	—	—	Aaa	5.2	—	1.5
UNITED STATES TREAS NTS 2.125% 03/31/2024	1,429,771	2.125%	3/31/2024	—	—	Aaa	5.5	—	0.6
UNITED STATES TREAS NTS 2.25% 03/31/2026	1,424,046	2.250%	3/31/2026	—	—	Aaa	4.6	—	2.5
UNITED STATES TREAS NTS 2.375% 02/29/2024	496,455	2.375%	2/29/2024	—	—	Aaa	5.5	—	0.6
UNITED STATES TREAS NTS 2.50% 03/31/2027	1,418,585	2.500%	3/31/2027	—	—	Aaa	4.4	—	3.4
UNITED STATES TREAS NTS 2.75% 02/15/2028	1,426,293	2.750%	2/15/2028	—	—	Aaa	4.3	—	4.1
UNITED STATES TREAS NTS 2.75% 04/30/2027	285,425	2.750%	4/30/2027	—	—	Aaa	4.4	—	3.5
UNITED STATES TREAS NTS 2.875% 09/30/2023	1,508,443	2.875%	9/30/2023	—	—	Aaa	5.4	—	0.2
UNITED STATES TREAS NTS 3.125% 08/31/2027	484,407	3.125%	8/31/2027	—	—	Aaa	4.4	—	3.7
UNITED STATES TREAS NTS 3.25% 06/30/2027	481,990	3.250%	6/30/2027	—	—	Aaa	4.4	—	3.6
UNITED STATES TREAS NTS 3.50% 09/15/2025	1,479,328	3.500%	9/15/2025	—	—	Aaa	4.9	—	2.0
UNITED STATES TREAS NTS 3.875% 12/31/2027	493,769	3.875%	12/31/2027	—	—	Aaa	4.3	—	4.0
UNITED STATES TREAS NTS 4.125% 10/31/2027	501,780	4.125%	10/31/2027	—	—	Aaa	4.3	—	3.8
VACAVILLE CALIF UNI SCH DIST 1.457% 08/01/2027	443,258	1.457%	8/1/2027	—	—	Aa2	4.9	—	3.8
WEBBANK SALT LAKE CITY UTAH 0.75% 2023	240,673	0.750%	12/29/2023	6/29/2023	—	—	5.4	—	0.4
WELLS FARGO BANK NATL ASSN 3.5% 2023	179,607	3.500%	11/9/2023	—	—	—	5.2	—	0.3

## Summary Analytics Report

	Ending Value	Coupon Rate	Maturity Date	Call Date	S&P Rating	Moody's Rating	Yield to Maturity	Yield to Call	Modified Duration
WISCONSIN ST GEN FD ANNUAL APP 3.218% 05/01/2027	714,408	3.218%	5/1/2027	—	AA	Aa2	4.9	—	3.4
<b>Total Madison County Mass Transit District Agency</b>	<b>39,409,122</b>	<b>2.228%</b>	<b>3/2/2026</b>	<b>—</b>	<b>AA-</b>	<b>Aaa</b>	<b>4.9</b>	<b>—</b>	<b>2.4</b>
<b>Total Madison County Mass Transit District Agency</b>	<b>39,409,122</b>	<b>2.228%</b>	<b>3/2/2026</b>	<b>—</b>	<b>AA-</b>	<b>Aaa</b>	<b>4.9</b>	<b>—</b>	<b>2.4</b>

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- 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**

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**RESOLUTION 24-05**

**AFFIRMING EXECUTION AND AUTHORIZING AMENDMENT OF  
DOWNSTATE OPERATING ASSISTANCE GRANT AGREEMENT  
WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION**

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

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

**WHEREAS**, awards for said funds will impose certain obligations upon the Madison County Mass Transit District (“Participant”), including provision by it of the local share of funds necessary to cover costs not covered by funds provided under the Downstate Public Transportation Act.

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

1. Madison County Mass Transit District enter into a Downstate Public Transportation Operating Assistance Agreement (“Agreement”), Agreement No. OP-24-50-IL, with the State of Illinois and amend such Agreement, if necessary, for Fiscal Year 2024, in order to obtain grant assistance under the provisions of the Act.
2. Madison County Mass Transit District approves and affirms Managing Director’s execution of the attached Agreement on July 6, 2023, on behalf of the Madison County Mass Transit District for such assistance for Fiscal Year 2024.
3. Madison County Mass Transit District Board Chairman or Vice Chairman, and/or Managing Director are hereby authorized and directed to execute any amendment(s) to the Agreement on behalf of the Madison County Mass Transit District for such assistance for Fiscal Year 2024.
4. Madison County Mass Transit District Board Chairman or Vice Chairman, and/or Managing Director are hereby authorized to provide such information and file such documents as may be required to perform the Agreement and to request and receive the grant funding for Fiscal Year 2024.
5. While participating in said operating assistance program, the Madison County Mass Transit District shall provide all required local matching funds.

**ADOPTED**, by the Board of Trustees of the Madison County Mass Transit District, Madison County, Illinois, on this thirty-first day of August 2023.

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

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

\_\_\_\_\_  
Allen P. Adomite

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

APPROVED as to Form:

\_\_\_\_\_  
Legal Counsel



Intergovernmental Agreement

Madison County Mass Transit District

PARTICIPANT Name

1 Transit Way

Address

Granite City

City

Illinois

State

62040

Zip Code

Remittance Address (if different from above)

City

State

Zip Code

618-797-4600

Phone

LJVRSYSB1FM7

UEI

37-1099038

FEIN/TIN

Brief Description of Service (full description specified in Part 4):

Provision of public transportation service for communities within Illinois

Compensation Method (full details specified in Part 4):

Cost reimbursement

Total Compensation Amount:

\$26,237,055.00

Advance Pay

Yes

Agreement Term

7/1/2023

Start Date

6/30/2024

Expiration Date

**REQUIRED SIGNATURES**

By signing below, the PARTICIPANT and the DEPARTMENT agree to comply with and abide by all provisions set forth in this Agreement and any Appendices thereto.

FOR THE **PARTICIPANT**:

DocuSigned by:

*Steven (SJ) Morrison*

7/6/2023

Signature

Date

Steven (SJ) Morrison

Name

Managing Director

Title

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

FOR THE **DEPARTMENT**:

*Omer Osman by Jason Osborn*

8/2/2023

DocuSigned by:

*Jason Osborn*

8/2/2023

Omer Osman, Secretary of Transportation

Date

By Jason Osborn, Director OIPI

Date

**INTERGOVERNMENTAL  
AGREEMENT FOR**

This Agreement is by and between

Please type or print legibly the PARTICIPANT'S legal name and address

Madison County Mass Transit  
District

Legal Name

1 Transit Way

Address

Steven (SJ) Morrison

Attention

smorrison@mct.org

Email

37-1099038

Taxpayer Identification Number

referred to as PARTICIPANT, and the State of Illinois, acting by and through its Department of Transportation, referred to as the DEPARTMENT individually referred to as a PARTY, and collectively referred to as the PARTIES.

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Specific Provisions
Part 4	Scope of Services/Responsibilities
Appendix 1	Opinion of Counsel
Appendix 2	Board Resolution
Appendix 3	Budget

**Part 1**

**SCOPE / COMPENSATION / TERM**

- A. **Scope of Services and Responsibilities** -The DEPARTMENT and the PARTICIPANT agree as specified in Part 4.
- B. **Compensation** – Compensation (if any) shall be as specified in Part 4.
- C. **Term of Agreement** - This Agreement will start 7/1/2023 and will expire on 6/30/2024
- D. **Amendments** All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the PARTICIPANT and be incorporated by written amendment, signed by the parties.
- E. **Renewal** This Agreement may not be renewed.
- F. **SAM Registration; Nature of Entity.** Under penalties of perjury, Madison County Mass Transit District certifies that LJVRYSB1FM7 is Participant's correct UEI, if applicable, that 37-1099038 is Participant's correct FEIN or Social Security Number, and that Participant has an active State registration and SAM registration. Participant is doing business as a Governmental Unit.

## Part 2 GENERAL PROVISIONS

- A. Changes** If any circumstances or condition in this Agreement changes, the PARTICIPANT must notify the DEPARTMENT in writing within seven (7) days.
- B. Compliance/Governing Law** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws. The Parties hereby enter into this Intergovernmental Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.
- C. Availability of Appropriation** This Agreement is contingent upon and subject to the availability of funds. The DEPARTMENT, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or any other funding source fails to make an appropriation sufficient to pay such obligation, or if (1) funds needed are insufficient for any reason; (2) the Governor decreases the DEPARTMENT's funding by reserving some or all of the DEPARTMENT's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the DEPARTMENT determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. PARTICIPANT will be notified in writing of the failure of appropriation or of a reduction or decrease.
- D. Record Retention** All costs charged to the Project, as defined in Part 4, shall be supported by properly executed and clearly identified payroll records, time records, invoices, contracts, vouchers or checks evidencing in detail the nature and propriety of the charges. Such documentation shall be readily accessible on site at least until Project closeout.

The PARTICIPANT shall maintain, for a minimum of three years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General or the DEPARTMENT (hereinafter "Auditing Parties"). The PARTICIPANT agrees to cooperate fully with any audit conducted by the Auditing Parties and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

If any litigation, claim, negotiation, audit or other action involving the records has been started prior to the expiration of the three-year period, PARTICIPANT shall retain the records for three years after completion of the action and resolution of all issues arising from it.

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

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

PARTICIPANT agrees to notify the DEPARTMENT of any pending federal triennial review as soon as it is scheduled and to permit the DEPARTMENT to attend same.

- F. Cost Category Transfer Request** DEPARTMENT approval is required for all transfers between or among appropriated and allocated cost categories. To secure approval, the PARTICIPANT must submit a written request to the DEPARTMENT detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rationale of the transfer.
- G. Procurement Procedures** The PARTICIPANT must comply with the Illinois Procurement Code when purchasing products or services with State of Illinois funds "State Funds" 30 ILCS 500. In the absence of formal procedures

of the PARTICIPANT, the procedures of the DEPARTMENT will be used. The PARTICIPANT may only procure products or services from one source with any State of Illinois funds ("State Funds") if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.

The PARTICIPANT shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

- H. Employment of Department Personnel** The PARTICIPANT will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.
- I. Severability** The Parties agree that if any provisions of the Agreement shall be held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remaining provisions could then continue to conform with the purposes, terms and requirements of applicable law.
- J. Assignment** PARTICIPANT agrees that this Agreement shall not be assigned or transferred without the written consent of the DEPARTMENT and that any successor to PARTICIPANT's rights under this Agreement will be required to accede to all of the terms, conditions and requirements of this Agreement as a condition precedent to such succession.
- K. Documents Forming This Agreement** This Agreement and the PARTICIPANT's Application for the fiscal year as approved by and on file at the DEPARTMENT constitute the entire agreement between the parties and supersede any and all prior agreements or understandings between the parties.
- L. Non-Waiver** PARTICIPANT agrees that in no event shall any action, including the making by the DEPARTMENT of any payment under this Agreement, constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default on the part of the PARTICIPANT that may then exist; and any action, including the making of such payment by the DEPARTMENT, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the DEPARTMENT in respect to such breach or default. The remedies available to the DEPARTMENT under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.
- M. Dispute Resolution** In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the DEPARTMENT and the PARTICIPANT. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through the DEPARTMENT'S administrative chain of command for a decision by the DEPARTMENT and ultimately, if necessary, to the Secretary of the DEPARTMENT. The DEPARTMENT shall decide all claims, questions and disputes that are referred to it regarding the interpretation, prosecution, and fulfillment of this Agreement. The DEPARTMENT's decision upon all claims, questions and disputes shall be final and conclusive.

**PART 3 SPECIFIC PROVISIONS**

- A. Invoices** The PARTICIPANT will submit invoices for costs that have been incurred and are within the scope of service. If the DEPARTMENT or Auditing Parties deem the PARTICIPANT's invoices insufficient to document work completed, the DEPARTMENT may require further records and supporting documents to verify the amounts, recipients, and users of all funds invoiced pursuant to this Agreement. Furthermore, if any of the deliverables in Part 4 are not satisfactorily completed, PARTICIPANT will refund payments made under this Agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable. Any invoices/bills issued by the PARTICIPANT to the DEPARTMENT pursuant to this Agreement shall be signed by an authorized representative of the PARTICIPANT and shall be submitted through the DEPARTMENT'S grants management system as a pay request, or through summary reports of budget actuals.
- B. Billing and Payment** All invoices for services performed and costs incurred by the PARTICIPANT prior to July 1st of each State fiscal year must be presented to the DEPARTMENT no later than **August 1st** of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to the PARTICIPANT on invoices presented after said date. Failure by the PARTICIPANT to present such invoices prior to said date may require the PARTICIPANT to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will direct all payments to the PARTICIPANT's remittance address listed in this Agreement.
- C. Termination** This Agreement may be terminated by either party by giving thirty (30) calendar days written notice. If the DEPARTMENT is dissatisfied with the PARTICIPANT's performance or believes that there has been a substantial decrease in the PARTICIPANT's performance, the DEPARTMENT may give written notice that remedial action shall be taken by the PARTICIPANT within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) calendar days written notice to the PARTICIPANT. In either instance, the PARTICIPANT shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, including non-cancelable obligations made prior to receipt of notice of termination and for which work will be completed within thirty (30) days of receipt of notice of termination, based upon the payment procedures set forth in Part 4 of this Agreement.
- D. Location of Service** The Service to be performed by the PARTICIPANT shall be performed as described in the PARTICIPANT'S Application.
- E. Ownership of Documents/Title to Work** All documents, data and records produced by the PARTICIPANT in carrying out the PARTICIPANT's obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the DEPARTMENT. The DEPARTMENT shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the PARTICIPANT. All documents, data and records used in performing research shall be available for examination by the DEPARTMENT upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of the DEPARTMENT, be appropriately arranged, indexed and delivered to the DEPARTMENT by the PARTICIPANT.
- F. Software** All software and related computer programs produced and developed by the PARTICIPANT (or authorized contractor or subcontractor thereof) in carrying out the PARTICIPANT's obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both the DEPARTMENT and the PARTICIPANT. The DEPARTMENT shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government, or to any entity consisting of representatives of any unit of government, for official use by said entity. Additionally, the DEPARTMENT shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.

The DEPARTMENT agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both the DEPARTMENT and the PARTICIPANT.



- G. Confidentiality Clause** Any documents, data, records, or other information given to or prepared by the PARTICIPANT pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by the PARTICIPANT from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.
- H. Reporting/Consultation** The PARTICIPANT shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.
- J. Indemnification** Unless prohibited by State law, the PARTICIPANT agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on an alleged injury or damage of any type arising from the actions or inactions of the PARTICIPANT and/or the PARTICIPANT's employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

PARTICIPANT shall defend, indemnify and hold the DEPARTMENT harmless against a third-party action, suit or proceeding ("Claim") against the DEPARTMENT to the extent such Claim is based upon an allegation that an action of PARTICIPANT infringes a valid United States patent or copyright or misappropriates a third party's trade secret.

**K. Equal Employment Practice**

1. The PARTICIPANT must comply with the "Equal Employment Opportunity Clause" required by the Illinois Department of Human Rights. The PARTICIPANT must include a requirement in all contracts with third parties (contractor or consultant) to comply with the requirements of this clause. The Equal Employment Opportunity Clause reads as follows:

In the event that the PARTICIPANT, its contractor or consultant fails to comply with any provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights ("IDHR"), the PARTICIPANT, its contractor or consultant may be declared ineligible for future contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this contract, the PARTICIPANT agrees as follows:

- a. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization;
- b. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with IDHR's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- c. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service;
- d. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the PARTICIPANT'S, its contractor's and/or consultant's obligations under the Illinois Human Rights Act and IDHR's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the PARTICIPANT'S, its contractor's and/or consultant's in its efforts to comply with such Act and Rules and Regulations, the PARTICIPANT'S, its contractor's and/or consultant's will promptly notify IDHR and the DEPARTMENT and will recruit employees from other sources when necessary to fulfill its

obligations thereunder;

- e. That it will submit reports as required by IDHR's Rules and Regulations, furnish all relevant information as may from time to time be requested by IDHR or the DEPARTMENT, and in all respects comply with the Illinois Human Rights Act and IDHR's Rules and Regulations;
- f. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the DEPARTMENT and IDHR for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and IDHR's Rules and Regulations;
- g. That it will include verbatim or by reference the provisions of this Clause in every contract and subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, the PARTICIPANT, its contractor or consultant will be liable for compliance with applicable provisions of this clause; and further it will promptly notify IDHR and the DEPARTMENT in the event any of its contractor or subcontractor fails or refuses to comply therewith. In addition, the PARTICIPANT will not use any contractor or subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations;

2. The PARTICIPANT must have written sexual harassment policies that include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the PARTICIPANT's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies must be provided to the DEPARTMENT upon request.

**L. Discrimination** The PARTICIPANT understands it is subject to the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., which prohibits discrimination in connection with the availability of public accommodations.

**M. Tax Identification Number** PARTICIPANT certifies that:

1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued), and
2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the PARTICIPANT that it is no longer subject to backup withholding, and
3. It is a U.S. entity, specifically a governmental entity within the State of Illinois, as described above.

**N. International Boycott** The PARTICIPANT certifies that neither PARTICIPANT nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

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

**P. Ethics**

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

- i. the employee, officer, board member, or agent;
- ii. any member of his or her immediate family;
- iii. his or her partner; or
- iv. an organization that employs, or is about to employ, any of the above.

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

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

- b. Organizational Conflict of Interest – The PARTICIPANT will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or PARTICIPANT or impair the objectivity in performing the contract work.
2. Bonus or Commission - The PARTICIPANT warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. The State shall have the right to annul this Agreement without liability, or at its discretion to deduct such commission or fee. No State officer or employee, or member of the State General Assembly or of any unit of local government who or that contributes to the State Funds shall be allowed to share in any part of this Agreement or to any benefits arising therefrom.
  3. Bribery - Non-governmental recipients and third party contractors shall certify that they have not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government, nor has the PARTICIPANT made an admission of guilt of such conduct that is a matter of record, nor has an official, agent or employee of the PARTICIPANT or third party contractors committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the PARTICIPANT. Such PARTICIPANT or third-party contractors shall further certify that they have not been barred from contracting with a unit of the State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code.

- Q.** **DRUG FREE WORKPLACE** PARTICIPANT agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) which mandates no participant or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

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

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

1. Publishing a statement:
  - a. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the PARTICIPANT's workplace.
  - b. Specifying the actions that will be taken against employees for violations of such prohibition.

- c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
  - i. abide by the terms of the statement; and
  - ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
2. Establishing a drug free awareness program to inform employees about:
  - a. the dangers of drug abuse in the workplace;
  - b. the PARTICIPANT's policy of maintaining a drug free workplace;
  - c. any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. the penalties that may be imposed upon an employee for drug violations.
3. Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the Program and to post the statement in a prominent place in the workplace.
4. Notifying the DEPARTMENT within ten (10) days after receiving notice under part (Q) of paragraph (1) of subsection (ii) above from an employee or otherwise receiving actual notice of such conviction.
5. Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
6. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

**R. Equipment** The DEPARTMENT and the PARTICIPANT agree to the following:

1. The PARTICIPANT acknowledges that any equipment purchased under this Agreement must remain the property of the DEPARTMENT;
2. The PARTICIPANT must use the equipment for the authorized purpose under Part 4 (Scope of Service/ Responsibilities) during the period of performance or the equipment's entire useful life;
3. The PARTICIPANT must not sell, transfer, encumber, or otherwise dispose of any equipment that is acquired under this Agreement without prior DEPARTMENT's written approval;
4. In cases where the PARTICIPANT fails to dispose of any equipment properly, as determined by the DEPARTMENT, the PARTICIPANT may be required to reimburse the DEPARTMENT for the cost of the equipment; and
5. For purposes of this provision, "equipment" includes any tangible or intangible product, having a useful life of two years or more, an acquisition cost of at least \$100, and used solely in PARTICIPANT's performance under this Agreement.

**S. PARTICIPANT'S Warranties** PARTICIPANT warrants that it has the requisite fiscal, managerial, and legal capability to carry out the Project and to receive and disburse Project funds. PARTICIPANT agrees to initiate and consummate all actions necessary to enable it to enter into this Agreement. PARTICIPANT warrants that there is no provision in its charter, bylaws, or any rules, regulations, or legislation that prohibits, voids, or otherwise renders unenforceable against PARTICIPANT any provision or clause of this Agreement. PARTICIPANT warrants further that it has paid all federal, state and local taxes levied or imposed and will continue to do so, excepting only those that may be contested in good faith. PARTICIPANT agrees that upon execution of this Agreement, PARTICIPANT will deliver to the DEPARTMENT:

1. a legal opinion from an attorney licensed to practice law in Illinois and authorized to represent the PARTICIPANT in the matter of this Agreement, stating:
  - a. the PARTICIPANT is lawfully organized;
  - b. the PARTICIPANT is an eligible "participant" as defined in the Downstate Public Transportation Act (30 ILCS 740) (the "Act");
  - c. the PARTICIPANT is legally authorized to enter into this Agreement; and
  - d. this Agreement will be legally binding on the PARTICIPANT.
2. a certified copy of a resolution or ordinance adopted by the PARTICIPANT's governing body that

authorizes the execution of this Agreement and identifies the person, by position, authorized to sign this Agreement and payment requisitions.

- T. **Independence of PARTICIPANT** In no event shall PARTICIPANT or any of its contractors be considered agents or employees of the DEPARTMENT or the State. The PARTICIPANT agrees that none of its employees, agents or contractors will hold themselves out as, or claim to be, agents, officers or employees of the DEPARTMENT or the State, and will not make any claim, demand or application to or for any right or privilege applicable to an officer, agent or employee of the State, including, but not limited to, rights and privileges concerning worker's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.

**PART 4**  
**SCOPE OF SERVICE/RESPONSIBILITIES**

**A. Project Scope** PARTICIPANT agrees to provide the public transportation services described in its final approved application and program of proposed expenditures ("POPE" or "Project") approved by the DEPARTMENT, and in accordance with the Act, the rules governing the Downstate Operating Assistance Program (92 IL Admin. Code 653) (the "Rules"), and all other applicable laws and regulations. PARTICIPANT shall not reduce, terminate, or substantially change such public transportation services or increase fares without prior written notification to the DEPARTMENT.

**B. Project Budget** Under the Act, the DEPARTMENT enters into this Agreement to implement PARTICIPANT's approved program of expenditures and services, within the following condition:

The PARTICIPANT shall be paid under this Agreement sixty-five percent (65%) of PARTICIPANT's eligible operating expenses incurred during fiscal year 2024, up to the corresponding identical or minimally different appropriation amount provided by the appropriation legislation for fiscal year 2024, as per 30 ILCS 740/2-7(b-10) and 30 ILCS 740/2-3(d), as long as there are sufficient funds transferred into the Downstate Public Transportation Fund (30 ILCS 740/2-7 (b)), and provided that the amount paid under this Agreement together with any operating assistance received by the PARTICIPANT from any other state or local agency for fiscal year 2024 does not exceed PARTICIPANT's actual operating deficit for that year.

The DEPARTMENT has approved and agrees to enter into this Agreement in the estimated amount of \$26,237,055.00, subject to the limitations set forth above, the Act and the Rules.

In the event that a PARTICIPANT receives an amount in excess of the amount provided to be paid to the PARTICIPANT above, or the combined state and local operating assistance funds for fiscal year 2024 exceed PARTICIPANT's actual operating deficit for that year, PARTICIPANT agrees to remit to the State any excess funds received. For purposes of this Agreement, the term "operating deficit" shall have the following meaning set forth in Section 2-2.03 of the Act (30 ILCS 740/2-2.03): "the amount by which eligible operating expenses exceed revenue from fares, reduced fare reimbursements, rental of properties, advertising, and any other amounts collected and received by a provider of public transportation, which, under standard accounting practices, are properly classified as operating revenue or operating income attributable to providing public transportation and revenue from any federal financial assistance received by the participant to defray operating expenses or deficits. For purposes of determining operating deficits, local effort from local taxes or its equivalent shall not be included as operating revenue or operating income."

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

**C. Payment Procedures** The DEPARTMENT shall process up to a total of 24 payments, comprising of a combination of advance, reimbursement or reconciling payments, to PARTICIPANT upon the timely receipt of quarterly expense and revenue submitted on the DEPARTMENT's prescribed forms. Payments will be processed upon the DEPARTMENT determining if and to what extent the request is for eligible operating expenses incurred in conformity with PARTICIPANT's approved application and the Act.

PARTICIPANTs shall have the flexibility to request:

1. Monthly advances based on its estimated quarterly expense and revenue, up to the date the actual expense and revenue for that quarter is required to be filed with the DEPARTMENT; or
2. A reimbursement for actual monthly expense and revenue incurred; or
3. A combination of both.

Advance payments may not be processed by the DEPARTMENT, or dated by the PARTICIPANT, earlier than thirty days prior to the start of the quarter for which the advance is requested. No payments will be made until the State's annual budget has been passed, and this Agreement is fully executed by both the DEPARTMENT and the PARTICIPANT and successfully filed with the Office of the Comptroller. PARTICIPANT shall file actual expense and revenue incurred in the 1st, 2nd, 3rd and 4th quarters no later than November 1, February 1, May 1, and August 1, respectively.

The PARTICIPANT shall adjust payment requests to reflect all previous monthly actual expense and revenue not reflected in previous payment requests.

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

**D. Eligible Operating Expenses** Eligible operating expenses include, but are not limited to the following:

1. employee wages and benefits;
2. materials fuels and supplies;
3. rental of facilities;
4. taxes other than income taxes;
5. payment for debt service (including principal and interest) on equipment or facilities owned by PARTICIPANT, to the degree that the PARTICIPANT's governing board, through resolution, certifies that the public transportation portion of the equipment or facilities is required for the day-to-day provision of public transportation within the next 24 months, provided that, in undertaking and administering the acquisition and ownership of the equipment and facilities, the PARTICIPANT complies with the DEPARTMENT's "Public Transportation Capital Improvement Grants Manual" and "Supplemental Operating Assistance Guidelines";
6. non-rolling stock-equipment purchases that are less than \$10,000;
7. administrative costs (i.e., costs incurred in capital grant record keeping, grant management, and the preparation of status reports required by the DEPARTMENT under its capital grant program) associated with capital projects that are not reimbursed elsewhere;
8. routine maintenance and repairs to buildings, equipment or vehicles that do not extend their useful life for replacement eligibility purposes;
9. reasonable expenses and compensation for PARTICIPANT's board members or trustees as provided under the Local Mass Transit District Act (70 ILCS 3610/4);
10. established reserves for self-insurance programs;
11. the costs associated with the audit requirements set forth in Section 653.410 of the Rules;
12. Eighty percent of the dues paid by the applicant to the Illinois Public Transportation Association and 90% of the dues paid by the applicant to the American Public Transportation Association or the Community Transportation Association of America; and
13. any other expenditure that an independent auditor retained by the PARTICIPANT's governing board determines is required for the provision of public transportation according to the most current version of AICPA's generally accepted standard accounting principles for public transportation operations.

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

1. depreciation, whether funded or unfunded;
2. amortization of any intangible assets;
3. debt service on capital assets acquired with the assistance of capital grant funds provided by the State;
4. profit or return on investments;
5. excessive payments to associated entities;
6. expenses associated with the Workforce Investment Act (29 USC Chapter 30), or its successor;
7. costs reimbursed under Section 5303, 5304, and 5305 of the Federal Mass Transit Act (49 USC 53)
8. travel and entertainment expenses incurred in attending non-public transportation-related activities;
9. charter, school bus and sightseeing expenses as defined by the FTA;
10. fines and penalties;
11. charitable donations;
12. interest expense on long-term borrowing and debt retirement other than on that portion of publicly-owned equipment and facilities required for public transportation;

13. income taxes;
14. that portion of any eligible operating expense for which the PARTICIPANT has or will receive reimbursement from any other federal or State capital grant program absent a specific federal or State directive allowing the capital expense to be treated as an operating expense;
15. expenses associated with compliance with OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations);
16. expenses for freight haulage provided by PARTICIPANT;
17. any expense that is reimbursed from insurance proceeds;
18. maintenance or operation of vehicles that are not used by a PARTICIPANT or its contractors for public transportation or to support public transportation operations; and
19. any other expense determined by the DEPARTMENT to be inconsistent with federal regulations or requirements.

**F. PARTICIPANT'S Independent Audit** PARTICIPANT shall select an independent licensed Certified Public Accountant to perform an audit pursuant to the requirements of § 653.410 of the Rules. The standards for selection of the auditor and the scope and contents of the audit are contained in § 653.410 of the Rules; PARTICIPANT and its auditor shall become familiar with the Rules and adhere to its provisions in completion of the audit. The audit shall also be completed in conformity with the Single Audit Act (31 USC 7501 *et seq.*), and shall include a statement, if applicable, that any allocation of revenues and expenses to the program of approved expenditures funded under this Agreement is in accordance with a cost allocation plan approved by the DEPARTMENT. PARTICIPANT's audit must include a schedule of operating revenues and expenses for the PARTICIPANT'S contract period on forms prescribed by the DEPARTMENT. PARTICIPANT's independent audit shall be submitted to the DEPARTMENT as required by the Act.

**G. Project Closeout** Upon the DEPARTMENT's receipt of the PARTICIPANT's independent audit report of the Project, the DEPARTMENT shall perform a review of the PARTICIPANT's independent audit to determine whether to approve the independent audit. Once the PARTICIPANT's independent audit has been approved by the DEPARTMENT, the DEPARTMENT shall determine the eligibility of costs incurred and shall make a final determination of amounts due to the PARTICIPANT under this Agreement. If the DEPARTMENT has made payment to the PARTICIPANT in excess of the final total amount determined by the DEPARTMENT-approved independent audit to be due the PARTICIPANT, the PARTICIPANT shall promptly remit such excess to the DEPARTMENT. At the discretion of the DEPARTMENT, several years of audit reconciliation balances may be combined to allow for one payment to reconcile minor annual reconciliation balances. The Project close-out occurs when the DEPARTMENT notifies the PARTICIPANT that the Project is closed-out and forwards the final award payment, as determined by the DEPARTMENT-approved independent audit to the PARTICIPANT, or when an appropriate refund of Agreement funds, as determined by the DEPARTMENT-approved independent audit, has been received from the PARTICIPANT and acknowledged by the DEPARTMENT. Close-out shall be subject to any continuing obligations imposed on the PARTICIPANT by this Agreement or contained in the final notification or acknowledgment from the DEPARTMENT.

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

**H. School Bus Operations** Pursuant to 20 ILCS 2705/2705-605(f), PARTICIPANT agrees not to engage in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are available to provide adequate transportation at reasonable rates in conformance with applicable safety standards.

If the PARTICIPANT does engage in school bus operations exclusively for the transportation of students and school bus personnel as described above, then the PARTICIPANT must operate a school system in the area to be served and operate a separate and exclusive school bus program for the school system.

The PARTICIPANT shall immediately notify the DEPARTMENT in writing of its involvement in or its intention to become involved in any school bus operation prohibited by Section 49.19(6) of the Civil Administrative Code of Illinois.

**I. Ethanol Gasoline** Pursuant to the Act (30 ILCS 740/2-15.1), PARTICIPANT hereby certifies that all gasoline burning motor vehicles operated under its jurisdiction use, if capable, fuel containing ethanol gasoline.

**J. Restrictions on Lobbying** The PARTICIPANT affirms and attests that no compensation has been or will be paid



from State Funds to a person or entity registered, or required to be registered, under the Illinois Lobby Registration Act (25 ILCS 170) for the purpose of influencing or attempting to influence an officer or employee of any state agency, or a member or employee of the Illinois General Assembly, in connection with the awarding of any state contract, grant, or loan, and the extension, continuation, renewal, amendment, or modification of the same.

The PARTICIPANT certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Agreement and understands that evidence of a violation of this clause may at any time be referred to the appropriate law enforcement agency, State's Attorney, or Attorney General and result in prosecution in the county where the offense is committed or in Sangamon County by the State's Attorney or the Attorney General of Illinois.

The PARTICIPANT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify accordingly.

- K. Notice Of Current Or Prospective Legal Matters** PARTICIPANT must promptly notify the Department if a current or prospective legal matter emerges that may affect the Department. The PARTICIPANT must include similar notification requirement in its third party agreements and must require each third party participant to include an equivalent provision in its sub agreements at every tier of non-procurement awards of any amount and all lower tiers of procurement transactions.

**APPENDIX 1**

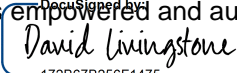
**OPINION OF COUNSEL**

David Livingstone

I, \_\_\_\_\_ the undersigned, am an attorney, licensed by and duly admitted to practice law in the State of Illinois and am counsel and attorney for Madison County Mass Transit District ("PARTICIPANT"). In this capacity, my opinion has been requested concerning the eligibility of the PARTICIPANT for assistance under the provisions of Downstate Operating Assistance Act, 30 ILCS 740/2-1 et seq. ("Act"). I have also reviewed the Downstate Operating Assistance Agreement, Agreement No. OP-24-50-IL, Grant No. OP-24-50-IL, ("Agreement") tendered by the State of Illinois ("State") to the PARTICIPANT. I hereby advise as follows:

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

Based upon the foregoing, I am of the opinion that the PARTICIPANT is eligible under the provisions of the Act and is empowered and authorized accept the agreement from the State.

Signature:  \_\_\_\_\_  
172B67B256F1475...

(Attorney's Name) David Livingstone

Attorney for: Madison County Mass Transit District

Date: 7/25/2023

**APPENDIX 2**

**RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF DOWNSTATE OPERATING ASSISTANCE AGREEMENT**

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF Madison County Mass Transit District:

Section 1. That the Managing Director of the Madison County Mass Transit District enter into a Downstate Public Transportation Operating Assistance Agreement ("Agreement") with the State of Illinois and amend such Agreement, if necessary, for fiscal year 2024 in order to obtain assistance under the provisions of the Act.

Section 2. That the Managing Director is hereby authorized and directed to execute the Agreement or its amendment(s) on behalf of the Madison County Mass Transit District for such assistance for fiscal year 2024.

Section 3. That the Managing Director of the Madison County Mass Transit District is hereby authorized to provide such information and file such documents as may be required to perform the Agreement and to request and receive the funding for fiscal year 2024.

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

PRESENTED and ADOPTED this 6th day of July, 2023

Steven (S.J.) Morrison  
5D6EAD77236440E...  
(Signature of Authorized Official) (Attest)

Managing Director 7/6/2023  
(Title) (Date)

**APPENDIX 3**

AGREEMENT BUDGET



## Project Budgets

<b>Expense</b>	
<b>Item</b>	<b>Amount</b>
<b>5010 Labor</b>	
Operators' Paid Absences	\$1,179,000.00
Operators' Salaries and Wages	\$9,609,000.00
Other Paid Absences	\$929,000.00
Other Salaries and Wages	\$6,661,900.00
	<b>Sub Total: \$18,378,900.00</b>
<b>5015 Fringe Benefits</b>	
Fringe Benefits	\$6,497,000.00
	<b>Sub Total: \$6,497,000.00</b>
<b>5020 Services</b>	
Services	\$2,468,000.00
	<b>Sub Total: \$2,468,000.00</b>
<b>5030 Materials and Supplies</b>	
Fuel & Lubricants	\$6,676,800.00
Other Materials & Supplies	\$2,426,000.00
Tires & Tubes	\$470,000.00
	<b>Sub Total: \$9,572,800.00</b>
<b>5040 Utilities</b>	
Utilities	\$549,000.00
	<b>Sub Total: \$549,000.00</b>
<b>5050 Casualty and Liability Costs</b>	
Casualty and Liability Costs	\$2,306,000.00
	<b>Sub Total: \$2,306,000.00</b>
<b>5060 Taxes</b>	
Taxes	\$16,000.00
	<b>Sub Total: \$16,000.00</b>
<b>5090 Miscellaneous Expenses</b>	
Miscellaneous Expenses	\$426,000.00
	<b>Sub Total: \$426,000.00</b>
<b>5100 Purchased Transportation Expenses</b>	
Purchased Transportation in Filing Separate Report	\$0.00
Purchased Transportation in Report	\$151,000.00



## Project Budgets

	<b>Sub Total:</b>	<b>\$151,000.00</b>
<b>517 Debt Service (Urban DOAP Grantees Only)</b>		
Debt Service (Urban DOAP Grantees Only)		\$0.00
	<b>Sub Total:</b>	<b>\$0.00</b>
<b>518 Indirect Costs</b>		
Indirect Costs		\$0.00
	<b>Sub Total:</b>	<b>\$0.00</b>
<b>5210 Interest Expenses</b>		
Interest Expenses		\$0.00
	<b>Sub Total:</b>	<b>\$0.00</b>
<b>5220 Operating Lease Expenses</b>		
Operating Lease Expenses		\$0.00
	<b>Sub Total:</b>	<b>\$0.00</b>
<b>5260 Depreciation</b>		
Depreciation		\$0.00
	<b>Sub Total:</b>	<b>\$0.00</b>
<b>Revenue</b>		
<b>Item</b>		<b>Amount</b>
<b>4100 Directly Generated Funds</b>		
Directly Generated Funds		\$0.00
	<b>Sub Total:</b>	<b>\$0.00</b>
<b>4111 Passenger Paid Fares</b>		
Passenger Paid Fares		\$230,000.00
	<b>Sub Total:</b>	<b>\$230,000.00</b>
<b>4112 Organization Paid Fares</b>		
Organization Paid Fares		\$360,000.00
	<b>Sub Total:</b>	<b>\$360,000.00</b>
<b>4120 Park and Ride Revenue</b>		
Park and Ride Revenue		\$0.00
	<b>Sub Total:</b>	<b>\$0.00</b>
<b>4130 Non-Public Transportation Revenue</b>		
Non-Public Transportation Revenue		\$0.00
	<b>Sub Total:</b>	<b>\$0.00</b>
<b>4140 Auxiliary Transportation Funds</b>		



## Project Budgets

Advertising Revenues	\$0.00
Concessions	\$0.00
Other Auxiliary Transportation Revenues	\$0.00
<b>Sub Total:</b>	<b>\$0.00</b>
<b>4150 Other Transportation Revenues</b>	
Other Transportation Revenues	\$700,000.00
<b>Sub Total:</b>	<b>\$700,000.00</b>
<b>4160 Revenues Accrued Through a Purchased Transportation Agreement</b>	
Revenues Accrued Through a Purchased Transportation Agreement	\$0.00
<b>Sub Total:</b>	<b>\$0.00</b>
<b>4170 Subsidy from Other Sectors of Operations</b>	
Subsidy from Other Sectors of Operations	\$0.00
<b>Sub Total:</b>	<b>\$0.00</b>
<b>4180 Extraordinary and Special Items</b>	
Extraordinary and Special Items	\$0.00
<b>Sub Total:</b>	<b>\$0.00</b>
<b>4190 Total Recoveries</b>	
Total Recoveries	\$295,000.00
<b>Sub Total:</b>	<b>\$295,000.00</b>
<b>4200 Directly Generated Dedicated Funds</b>	
Directly Generated Dedicated Funds	\$0.00
<b>Sub Total:</b>	<b>\$0.00</b>
<b>4240 Fuel Tax</b>	
Fuel Tax	\$0.00
<b>Sub Total:</b>	<b>\$0.00</b>
<b>4250 Other Tax</b>	
Other Tax	\$0.00
<b>Sub Total:</b>	<b>\$0.00</b>
<b>4300 Local Government Funds</b>	
Local Government Funds	\$0.00
<b>Sub Total:</b>	<b>\$0.00</b>
<b>4310 General Revenues of the Local Govt</b>	
General Revenues of the Local Govt	\$0.00
<b>Sub Total:</b>	<b>\$0.00</b>



## Project Budgets

<b>4320 Local Funds Dedicated to Transit at their Source</b>	
Bridge, Tunnel, and Hwy Tolls	\$0.00
Fuel Taxes	\$0.00
High Occupancy Toll	\$0.00
Income Taxes	\$0.00
Other Dedicated Funds	\$0.00
Other Taxes	\$0.00
Property Taxes	\$0.00
Sales Tax	\$7,516,645.00
<b>Sub Total:</b>	<b>\$7,516,645.00</b>
<b>4390 Other Local Funds</b>	
Other Local Funds	\$0.00
<b>Sub Total:</b>	<b>\$0.00</b>
<b>4400 State Government Funds</b>	
State Government Funds	\$150,000.00
<b>Sub Total:</b>	<b>\$150,000.00</b>
<b>4410 General Revenues of the State Govt</b>	
General Revenues of the State Govt	\$0.00
<b>Sub Total:</b>	<b>\$0.00</b>
<b>4420 State Transportation Fund</b>	
State Transportation Fund	\$0.00
<b>Sub Total:</b>	<b>\$0.00</b>
<b>4430 Extraordinary and Special Items</b>	
Extraordinary and Special Items	\$0.00
<b>Sub Total:</b>	<b>\$0.00</b>
<b>4500 Federal Funds</b>	
Federal Funds	\$4,876,000.00
<b>Sub Total:</b>	<b>\$4,876,000.00</b>
<b>4600 Non-Added Revenues</b>	
Non-Added Revenues	\$0.00
<b>Sub Total:</b>	<b>\$0.00</b>
<b>4610 Contributed Services</b>	
Contributed Services	\$0.00
<b>Sub Total:</b>	<b>\$0.00</b>





## Project Budgets

### 4630 Sales and Disposal of Assets

Sales and Disposal of Assets	\$0.00
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<b>Sub Total:</b>	<b>\$0.00</b>
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<b>Total Expenses</b>	<b>\$40,364,700.00</b>
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<b>Total Revenue</b>	<b>\$14,127,645.00</b>
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<b>Net Project Cost</b>	<b>\$26,237,055.00</b>
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**MANAGING  
DIRECTOR'S  
REPORT**

Dear MCT -

On Aug. 18, a bunch of us crazy gals from Assembly of God Wood River attended the MUNY. Unfortunately, we did not purchase our bus tickets in advance. When the bus driver Jenny happily greeted us, it was much to everyone's surprise that we filled the bus completely with four of us left with no seat. Apparently, this was the first time to ever happen BUT AMAZING ED came to the rescue! Without delay, He pulled up with his MCT SUV vehicle and a smile on his face. Ed escorted myself, my mother, Aunt, and friend all the way to the front door of the MUNY all the while professionally keeping constant contact with his drivers and directing the EIGHT buses MUNY bound.

Amazing Ed handled ~~of~~ all of this with grace. In this day of age, it is rare to see such a great example of customer service. He is a true professional.

Thank You Ed + Thank You MCT!

Jamie Black

618 210 8677

**RESOLUTION 24-06**

**AUTHORIZING AWARD OF CONTRACTS FOR  
FURNITURE, APPLIANCES, AND EQUIPMENT**

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

**WHEREAS**, construction of the District's new administration building is nearly finished, and the building will soon need to be furnished with desks, chairs, tables, appliances, equipment, and other necessary items; and,

**WHEREAS**, furnishings for the administration building will be partially funded by Section 5307 funds from the Federal Transit Administration (FTA) through an active grant, and pre-award authority as permitted; and,

**WHEREAS**, purchases will be made in accordance with the District's procurement policy and applicable FTA requirements.

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

1. The award of contracts for the purchase of furniture, appliances, and equipment are authorized for the new administration building in an amount not to exceed seven hundred thousand dollars (\$700,000.00).
2. The District increases the Assigned Fund Balance to equal the local match portion of the project.
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 take all action necessary to execute, complete, and perform all obligations associated with the contracts, including any and all change orders, and to take any such further actions as are necessary and appropriate on behalf of and in a manner most beneficial to the Madison County Mass Transit District.

**ADOPTED**, by the Board of Trustees of the Madison County Mass Transit District, Madison County, Illinois, on this thirty-first day of August 2023.

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

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

\_\_\_\_\_  
Allen P. Adomite

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

APPROVED as to Form:

\_\_\_\_\_  
Legal Counsel

## RESOLUTION 24-07

### **AUTHORIZING MODIFICATIONS TO THE AGREEMENT FOR SERVICES BETWEEN THE AGENCY FOR COMMUNITY TRANSIT, INC. AND THE MADISON COUNTY MASS TRANSIT DISTRICT**

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

**WHEREAS**, the District has for more than twenty-five years with the Agency for Community Transit, Inc. (Agency) contractually agreed to provide paratransit services, public bus service, rideshare service, MCT Trails maintenance, and management services in Madison County, Illinois; and

**WHEREAS**, the District has experienced tremendous success and growth in its long-standing relationship with the Agency; and,

**WHEREAS**, there is currently in effect an Agreement for Services effective July 1, 2020, between the District and the Agency which the parties now desire to amend and modify effective September 1, 2023 by mutual agreement to provide, in part, that the District shall retain all fixed route and paratransit fares; and,

**WHEREAS**, the parties further desire to clarify that, prospectively, the procedure and the method of reimbursement to the Agency by District will be in accord with the terms of the Agreement of Services as expressly stated in the Agreement for Services.

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

1. Madison County Mass Transit District agrees to and approves the amendment of the existing Agreement for Services between the Madison County Mass Transit District and the Agency for Community Transit, Inc., as set forth in the attached proposed amended Agreement for Services, effective September 1, 2023, and which provides, in part and among other things, that the District will retain all fixed route and paratransit fares.
2. Prospectively, MCT acknowledges and agrees that the Agency will, in submitting requests to the District for reimbursement under Section 10.A. of the Agreement for Services, conform its requests for reimbursement to the express terms of Section 10.A. by including all of the costs incurred for providing the services to District as set forth in the Agreement and, to the extent that any other practice was previously followed with respect to such requests by Agency for reimbursement by District, that practice will be discontinued and no longer followed as of September 1, 2023.
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 and directed to take all action necessary to execute, complete, and perform all obligations associated with the contract, including any and all amendments, and to take any such

further actions as are necessary and appropriate on behalf of and in a manner most beneficial to the Madison County Mass Transit District.

**ADOPTED** by the Board of Directors of the Madison County Mass Transit District, Madison County, Illinois, on this thirty-first day of August 2023.

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Ronald L. Jedda, Chairman

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Christopher C. Guy

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Allen P. Adomite

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Andrew F. Economy

APPROVED as to Form:

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Legal Counsel

## **AMENDMENT TO AGREEMENT FOR SERVICES**

This Amendment to Agreement for Services entered into by and between the AGENCY FOR COMMUNITY TRANSIT, INC., Madison County, Illinois, a not-for-profit corporation (hereinafter referred to as the “AGENCY”) and the MADISON COUNTY TRANSIT DISTRICT, Madison County, Illinois (hereinafter referred to as the “DISTRICT”) is intended to modify certain portions of the Agreement for Services between the aforesaid parties dated \_\_\_\_\_, 2023, as follows:

1. Paragraph 10(B) of the Agreement for Services is hereby amended to read as follows:

### **10. Compensation and Reimbursement**

B. In addition to the reimbursement of its costs as set out in A., above, the DISTRICT also agrees to pay the AGENCY the sum of \$400,000.00 per year as a fixed fee to cover indirect costs and separate expenses of the AGENCY for its operations. This amount shall be updated annually during the term of the Agreement to reflect a percentage increase (if any) in the CPI-W from the average for the third quarter of the current fiscal year to the average for the third quarter of the previous year. Payment of the fixed fee under this Section 10.B will be made in equal monthly installments, unless otherwise mutually agreed by the parties.

2. Appendix A(E) of the Agreement for Services is hereby amended to read as follows:

### **APPENDIX A FIXED ROUTE SERVICE**

E. The DISTRICT shall have the sole authority to set, modify, suspend, or enforce the fares charged for any fixed-route service provided by the AGENCY. The AGENCY will charge and collect the fares for the fixed-route service provided, and AGENCY will remit to DISTRICT the full amount of the fares collected on a monthly basis in a manner agreeable between the parties.

3. Appendix B(F) of the Agreement for Services is hereby amended to read as follows:

### **APPENDIX B PARATRANSIT**

F. The DISTRICT shall have the sole authority to set, modify, suspend, or enforce the fares charged for any paratransit service provided by the AGENCY. The AGENCY will charge and collect the fares for the Paratransit service provided, and AGENCY will

remit to DISTRICT the full amount of the fares collected on a monthly basis in a manner agreeable between the parties.

4. Appendix C(F) of the Agreement for Services is hereby amended to read as follows:

**APPENDIX C  
RIDESHARE**

F. The Agency shall be responsible for the program management, administrative staffing, match list processing and database management, regional coordination, project performance monitoring and reporting functions. Costs associated with the operation of individual Vanpools will be passed on to the Vanpool participants in the form of fares collected by AGENCY and remitted to the DISTRICT. The DISTRICT may, at its discretion, set the Vanpool fares.

5. This Amendment to Agreement for Services shall be made effective September 1, 2023.

6. Except as otherwise stated herein, all other provisions and terms of the Agreement for Services are hereby confirmed and remain in full force and effect.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Agency for Community Transit

Madison County Mass Transit District

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness



## RESOLUTION 24-08

### AUTHORIZING THE FILING OF AN APPLICATION WITH THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES FOR OPEN SPACE LANDS ACQUISITION AND DEVELOPMENT FUNDS

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

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

**WHEREAS**, the District subsequently owns and operates more than 138 miles of Class One bikeways known as the MCT Trails connecting many of the municipalities within Madison County; and,

**WHEREAS**, the Open Space Lands Acquisition and Development (OSLAD) program is a state financed program enacted by Public Act 84-109, the Open Space and Lands Acquisition and Development Act (525 ILCS 35/1 et. seq.); and,

**WHEREAS**, the Illinois Department of Natural Resources (IDNR) is facilitating a competitive process to award up to fifty-six million dollars (\$56,000,000.00) in 2024 funds to eligible units of government for approved land acquisition, development and/or rehabilitation projects for public outdoor recreation purposes; and,

**WHEREAS**, the District seeks to expand the MCT Trails through the the construction of the MCT Formosa East Trail to provide multi-modal transportation and recreational opportunities for more Madison County residents; and,

**WHEREAS**, it has been determined to be in the best interest of the District to submit an application in the amount of one million dollars (\$1,000,000.00) to IDNR in order to obtain the amount of five hundred thousand dollars (\$500,000.00) of OSLAD program funds for land acquisition expenses required for the MCT Formosa East Trail; and,

**WHEREAS**, awarded funds from IDNR will impose certain obligations upon the District.

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

1. The Madison County Mass Transit District file an application with the Illinois Department of Natural Resources in order to obtain funding in the amount up to five hundred thousand dollars (\$500,000.00) of Open Space Lands Acquisition and Development grant funds for land acquisition expenses required for the MCT Formosa East Trail
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 filing of said grant application and to execute, complete, administer, 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, modifications, change orders, and/or revisions, on behalf of and in a manner most beneficial to the District.

3. Upon approval of any applications, the Madison County Mass Transit District Capital Budget line items shall be increased by an amount equivalent to the approved grant award revenues, and the Madison County Mass Transit District Assigned fund balance shall be adjusted to an amount equivalent to the locally funded portion of the project

**ADOPTED** by the Madison County Mass Transit District, Madison County, Illinois, on this thirty-first day of August 2023.

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Ronald L. Jedda, Chairman

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Christopher C. Guy

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Allen P. Adomite

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Andrew F. Economy

APPROVED as to Form:

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Legal Counsel

## RESOLUTION 24-09

### AUTHORIZING AN AMENDMENT OF CONTRACT FOR THE MCT GOSHEN TRAIL TO BETHALTO EXTENSION ALIGNMENT STUDY

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

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

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

**WHEREAS**, the District is considering the construction of a trail approximately six (6) miles in length from the western terminus of Goshen Trail near the Madison Avenue/Wanda Road intersection to the north near the Bethalto, Illinois corporate limits; and,

**WHEREAS**, Oates Associates, Inc., of Collinsville, Illinois, has maintained a satisfactory relationship with the District in the past by performing similar professional services as are needed for this project; and,

**WHEREAS**, Oates Associates is currently under contract to complete an Alignment Study for the Goshen Trail to Bethalto Extension which was authorized by Resolution 22-48; and

**WHEREAS**, the District requires an amendment to the Alignment Study contract, said amendment described in the “Scope of Additional Services” labeled as Exhibit A, so as to compensate Oates Associates for additional services requested by the District that are associated with the Goshen Trail to Bethalto Extension Project (Phase 1) as depicted on Exhibit B; and

**WHEREAS**, it has been determined to be in the best interest of the District and the residents of Madison County, Illinois, to amend the contract with Oates Associates, Inc., of Collinsville, Illinois, to provide additional services as detailed in Exhibit A.

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

1. Madison County Mass Transit District authorizes the contract amendment with Oates Associates, Inc. of Collinsville, Illinois, in the cumulative amount of fifty seven thousand eight hundred sixty five dollars (\$57,865.00) to provide additional services as described in Exhibit A/Scope of Additional Services, subject to the terms and conditions of the District’s standard AIA Agreements.
2. Ronald L. Jedda, Chairman, Christopher C. Guy, Vice Chair, 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 Madison County Mass Transit District.

**ADOPTED** by the Madison County Mass Transit District, Madison County, Illinois, on this thirty-first day of August 2023.

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Ronald L. Jedda, Chairman

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Christopher C. Guy

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Allen P. Adomite

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Andrew F. Economy

APPROVED as to Form:

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Legal Counsel

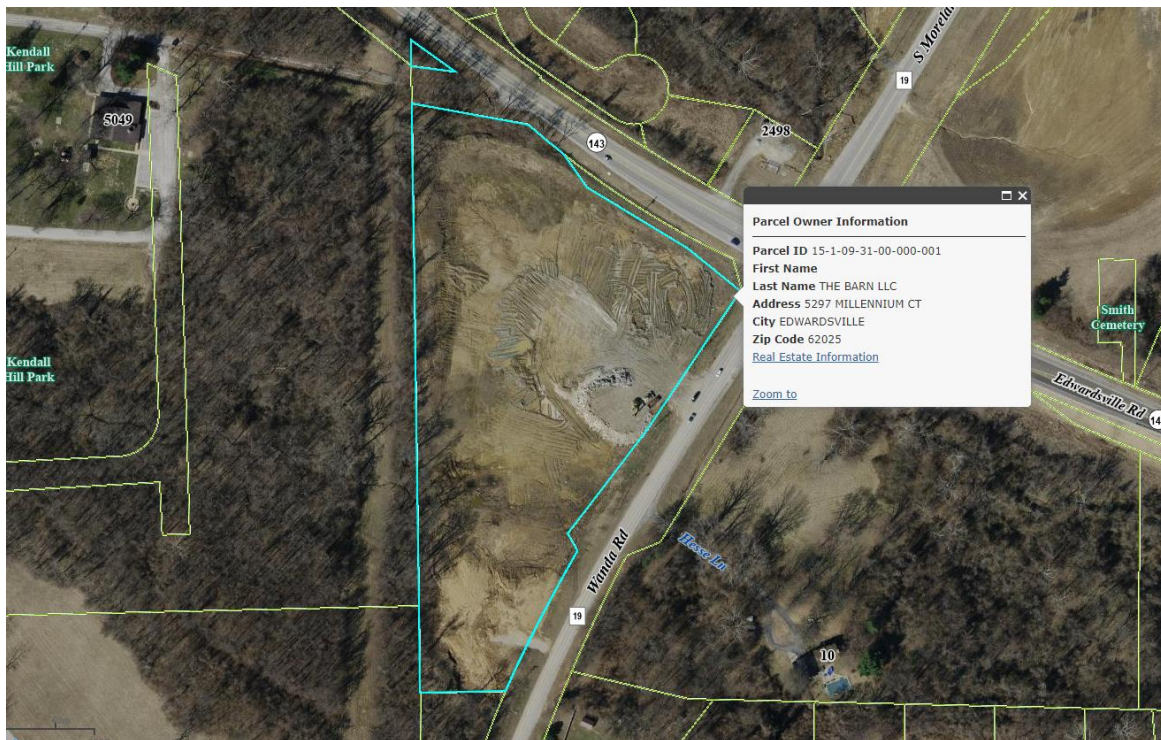
## EXHIBIT A Scope of Additional Services

At your request, Oates Associates, Inc. performed additional services to complete Phase 1 (the southern terminus of the study at the intersection of Wanda Rd and Old Alton Edwardsville Rd through Grand View Hills Subdivision) Tasks outside of the original scope of work. Previously, approval to complete Tasks 7 (Drone Survey), 8 (Easements & Appraisal Plats), and 9 (Reprofiling Phase 1 Alignment) was received. Task 10 (Initial Geotechnical Coordination) entails the initial coordination with SCI on the locations and schedule for subsurface exploration to develop design and construction recommendations for the Phase 1 alignment. Task 11 (Additional Phase 1 Tasks) has been added to capture additional scope items completed as part of the work that was not charged to the hourly Tasks 7, 8, 9, or 10. Task 11 includes parcel negotiation exhibits and major alignment changes in response to meetings and MCT comments, as well as exhibits for funding and utility location services. For convenience, all additional tasks have been incorporated into this proposal, including the work that was previously approved. Our total additional services request, which includes Tasks 7, 8, 9, 10 and 11, is for **\$57,865**. The remainder of the study (north of Grand View Hills Subdivision to the northern terminus of the study at the intersection of S Moreland Rd and E Bethalto Dr), including the final report, can be completed in four months.

### 7 Drone Survey – (\$5,290 Fee)

During this Phase, the design team completed drone survey to obtain LiDAR for the property at the southwest corner of the intersection of Wanda Road and IL-143, owned by The Barn LLC. This property is approximately 8 acres. The trail alignment was modified to be located along the west side of this parcel. An updated survey was needed because the current LiDAR contours do not account for the substantial amount of earthwork that has recently been performed at this property.

- Task 7.1 Complete drone LiDAR survey.
- Task 7.2 Draw Survey in the office.
- Task 7.3 Redevelop horizontal alignment.
- Task 7.4 Redevelop vertical alignment.



*The Barn LLC Property*

## Scope of Additional Services

### 8 Easements & Appraisal Plats – (\$25,525 Fee)

*During this Phase, the design team completed survey and prepared appraisal plats, permanent easements, and temporary construction easements.*

#### Task 8.1 Survey

- Research record information.
- Review title reports.
- Review locations in field and set survey limits.
- Locate and tie existing monumentation.
- Reconcile monumentation with record information.
- Establish existing ROW and property lines.

#### Task 8.2 Prepare Documents for Kamadulski (The Barn LLC) and Phillips 66 Properties

- Prepare legal descriptions for appraisal plats.
- Prepare 2 appraisal plats.
- Prepare 2 TCE legal descriptions.
- Prepare 2 TCE exhibits.

#### Task 8.3 Prepare Documents for Grand View Hills Subdivision

- Prepare legal descriptions for permanent easements.
- Prepare exhibits for permanent easements.
- Prepare 6 TCE legal descriptions.
- Prepare 6 TCE exhibits.
- Prepare 2 Common Grounds property purchase exhibit.

#### Task 8.4 Prepare Documents for Madison County

- Prepare ROW exhibit along Wanda Road.

#### Task 8.5 Adjust Alignment and Grading

- Update Documents due to Re-Plat of Grand View Hills Subdivision.
- Update Documents due to Reprofilling requested by the Managing Director.

### 9 Reprofilling Phase 1 (from the intersection of Wanda Rd and Old Alton Edwardsville Rd through Grand View Hills Subdivision) Alignment – (\$11,670 Fee)

*During this Phase, the design team completed adjustments to the Phase 1 vertical and horizontal alignments to better balance earthwork, improve trail grades, and address concerns of required TCE for Grandview Hills Subdivision lots. These changes were requested after the alignment was reviewed by the Managing Director.*

#### Task 9.1 Analyzing Grade-Separated Crossing at IL-143

#### Task 9.2 Adjusting Profile

- Adjusting horizontal & vertical profiles.
- Corridor updates.

#### Task 9.3 Update Plan/Profile Sheets

#### Task 9.4 Create Grand View Hills Easement Exhibit for second meeting with Fulford Homes

#### Task 9.5 Coordination & Meetings

- Meeting with MCT.
- Second Meeting with Fulford Homes.

## Scope of Additional Services

### 10 Initial Geotechnical Coordination – (\$1,030 Fee)

*During this Phase, the design team completed initial coordination for the geotechnical exploration for the Phase 1 alignment.*

Task 10.1 Coordination with SCI to complete subsurface exploration, laboratory testing, engineering analyses and report, private utility locates and global stability analysis.

- Prepare boring locations exhibit.
- Discuss scheduling and property access.

### 11 Additional Phase 1 Tasks – (\$14,350 Fee)

*During this Phase, the design team completed additional tasks associated with the Phase 1 alignment that were not charged to tasks 7, 8 or 9.*

Task 11.1 Initial Parcel Negotiation Exhibits that were created for meetings prior to setting up Task 8.

Task 11.2 Major Alignment Changes after the first meeting with Fulford Homes.

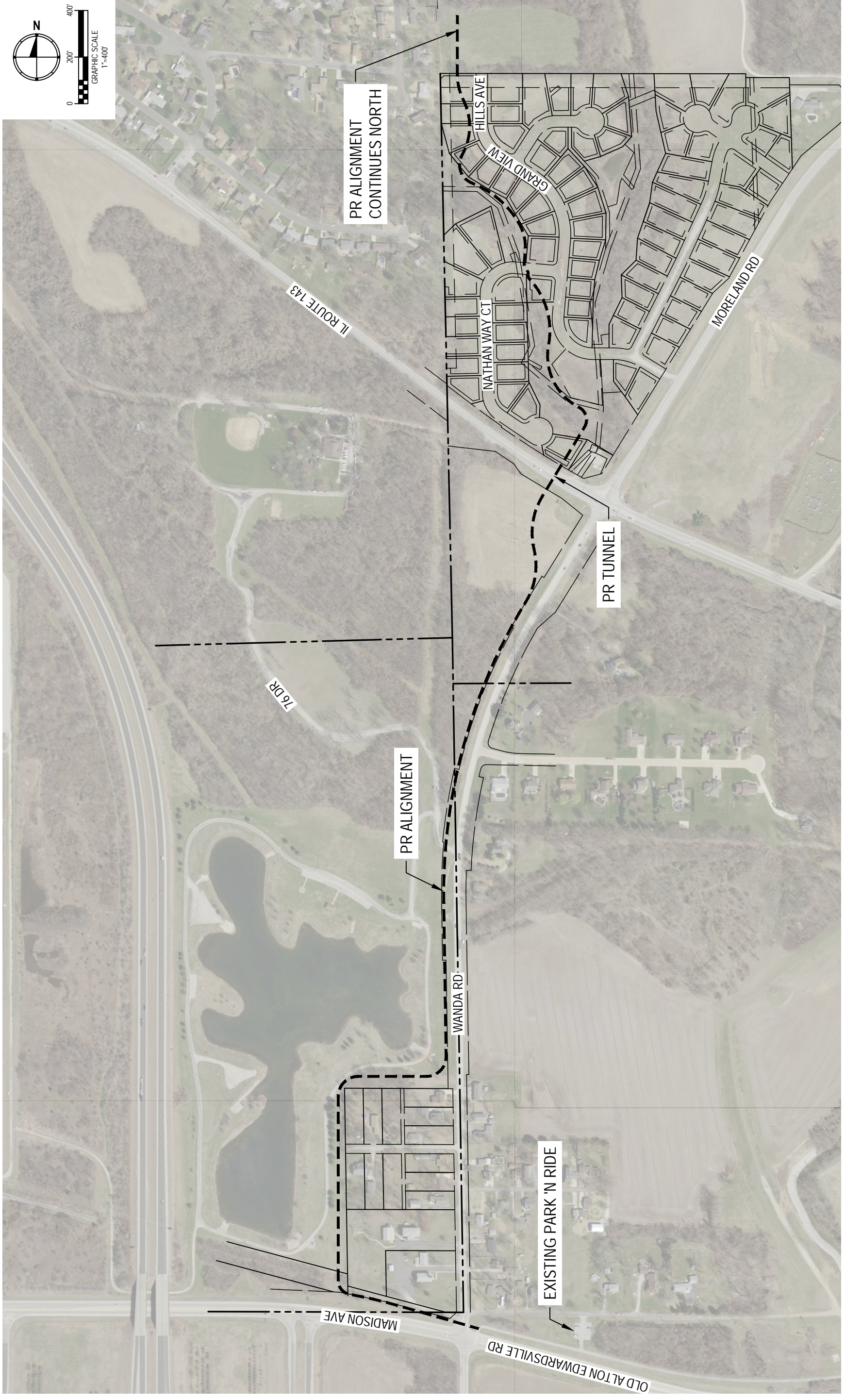
- Analyzing and evaluating alignment options through Grandview Hills.
- Analyzing and evaluating alignment options through Kamadulski (The Barn LLC) property prior to and justifying Task 7.

Task 11.3 Meeting with Fulford Homes and City of Wood River for the first time and creating Exhibits for this meeting.

Task 11.4 Utility Location Services on the Phillips 66 property.

Task 11.5 Create Exhibits for Grant Funding Applications.

EXHIBIT B





## RESOLUTION 24-10

### 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 July 31, 2023, 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, are approved in form and content, and 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 thirty-first day of August 2023.

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Ronald L. Jedda, Chairman

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Christopher C. Guy

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Allen P. Adomite

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Andrew F. Economy

APPROVED as to Form:

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Legal Counsel