

AGENDA
Board of Trustees Meeting
Madison County Mass Transit District
8:30 a.m., Thursday, July 27, 2023
1 Transit Way, Pontoon Beach, Illinois

<u>Section</u>	<u>Item</u>	<u>Recommendation</u>
I.	Pledge of Allegiance.	
II.	Call to Order: Roll Call.	
III.	Public Comments.	
IV.	<u>Consideration of the minutes of the June 29, 2023, regular meeting, for inclusion in the District's official records.</u>	Discussion/Action
V.	<u>Financial:</u>	
	A. Payments and Claims: Consideration of the July 2023 Claims for Payment	Discussion/Action
	B. Monthly Financial Report: Review of the Monthly Financial Records as of June 30, 2023	Discussion/Action
	C. Update on Managed Investment Services: Busey Bank	Information
	D. Review and Discussion of the District's Investment Policy Statement	Information
VI.	<u>Services:</u>	
	A. Managing Directors Report	Information
	B. Resolution 24-01 Authorizing the Purchase of One EnerGreen ILF Kommunal Self Propelled Multi-Tool with Required Attachments	Discussion/Action
	C. Resolution 24-02 Authorizing an Amendment to Agreement with Volkert, Inc. for Real Estate Services	Discussion/Action
	D. Resolution 24-03 Authorizing an Award of Contract for Preliminary Engineering Services for the Ginger Creek & Lakewood Connectors	Discussion/Action
	E. Resolution 24-04 Authorizing an Award of Contract for Construction of the MCT Yellow Hammer Trail	Discussion/Action
VII.	<u>Other Business:</u>	
VIII.	<u>Adjournment</u>	Discussion/Action

Next meeting date: August 31, 2023

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Next meeting date: August 31, 2023

MINUTES

Board of Trustees

Madison County Mass Transit District
8:30 a.m., Thursday, June 29, 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: ANDREW F. ECONOMY, CHRISTOPHER C. GUY, AND
RONALD L. JEDDA

MEMBERS ABSENT: ALLEN P. ADOMITE

OTHERS PRESENT: PHIL ROGGIO, ACT; MICHELLE DOMER, ACT; PENNY
BROWN, ACT; ACT; AMANDA SMITH, ACT; JULIE REPP,
ACT, DAVID LIVINGSTONE, LEGAL COUNSEL; MIKE WEVER,
GENERAL PUBLIC; ERIC FOSTER, GENERAL PUBLIC

III. Public Comments:

Mike Wever discussed the trails.

IV. Consideration of the minutes of the May 31, 2023, regular meeting for inclusion in the Official Records of the District.

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

A ROLL CALL VOTE FOLLOWED:

ANDREW F. ECONOMY	AYE
CHRISTOPHER C. GUY	AYE
RONALD L. JEDDA	AYE

ALL AYES. NO NAYS. MOTION CARRIED

V. Financial

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

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

A ROLL CALL VOTE FOLLOWED:

ANDREW F. ECONOMY AYE
CHRISTOPHER C. GUY AYE
RONALD L. JEDDA AYE

ALL AYES. NO NAYS. MOTION CARRIED.

- B. Monthly Financial Report: Review of the monthly financial records as of May 31, 2023.

GUY MADE THE MOTION, SECONDED BY ECONOMY, TO APPROVE THE MONTHLY FINANCIAL REPORT AS OF MAY 31, 2023.

A ROLL CALL VOTE FOLLOWED:

ANDREW F. ECONOMY AYE
CHRISTOPHER C. GUY 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.

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

23-58 AMENDING THE FY 2023 OPERATING BUDGET

A ROLL CALL VOTE FOLLOWED:

ANDREW F. ECONOMY AYE
CHRISTOPHER C. GUY AYE
RONALD L. JEDDA AYE

ALL AYES. NO NAYS. MOTION CARRIED.

- C. ECONOMY MADE THE MOTION, SECONDED BY GUY, TO APPROVE THE FOLLOWING ORDINANCE:

23-02 ADOPTION OF THE ANNUAL OPERATING AND CAPITAL BUDGET AND APPROPRIATION ORDINANCE OF THE MADISON COUNTY MASS TRANSIT DISTRICT MADISON COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING JULY 1, 2023, AND ENDING JUNE 30, 2024

A ROLL CALL VOTE FOLLOWED:

ANDREW F. ECONOMY AYE
CHRISTOPHER C. GUY AYE
RONALD L. JEDDA AYE

ALL AYES. NO NAYS. MOTION CARRIED.

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

23-59 AUTHORIZING THE FILING OF AN APPLICATION WITH METRO EAST PARKS AND RECREATION DISTRICT FOR FY 2024 PARK AND TRAIL GRANT PROGRAM TO CONSTRUCT MCT SCHOOLHOUSE TRAIL BRIDGE OVER ILLINOIS ROUTE 111

A ROLL CALL VOTE FOLLOWED:

ANDREW F. ECONOMY	AYE
CHRISTOPHER C. GUY	AYE
RONALD L. JEDDA	AYE

ALL AYES. NO NAYS. MOTION CARRIED.

VII. Other Business

- A. GUY MADE THE MOTION, SECONDED BY ECONOMY, TO APPROVE THE FY 2024 SCHEDULE OF BOARD MEETING DATES.

A ROLL CALL VOTE FOLLOWED:

ANDREW F. ECONOMY	AYE
CHRISTOPHER C. GUY	AYE
RONALD L. JEDDA	AYE

ALL AYES. NO NAYS. MOTION CARRIED.

VIII. Adjournment:

GUY MADE THE MOTION, SECONDED BY ECONOMY TO ADJOURN.

A ROLL CALL VOTE FOLLOWED:

ANDREW F. ECONOMY	AYE
CHRISTOPHER C. GUY	AYE
RONALD L. JEDDA	AYE

ALL AYES. NO NAYS. MOTION CARRIED.

Meeting adjourned at 8:54 a.m.

Respectfully submitted.

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	-4273	06/01/2023	06/30/2023	07/27/2023	\$200.00	\$12.97	\$200.00	\$12.97
GUY	CHRISTOPHER	-4272	06/01/2023	06/30/2023	07/27/2023	\$200.00	-	\$15.30	\$184.70
ECONOMY	ANDREW	-4271	06/01/2023	06/30/2023	07/27/2023	\$200.00	\$6.55	\$15.30	\$191.25
ADOMITE	ALLEN	-4270	06/01/2023	06/30/2023	07/27/2023	\$200.00	-	\$200.00	-
Report Total						\$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 VOUCHER INVOICE

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
4240001	07/10/2023	PRTD	1253 City Treasurer-Grani		062723GCTC	06/27/2023		070723	16.28
						CHECK	4240001	TOTAL:	16.28
4240002	07/10/2023	PRTD	1436 City of Highland		JUN23HPR	07/05/2023		070723	114.65
						CHECK	4240002	TOTAL:	114.65
4240003	07/10/2023	PRTD	3984 City of Troy		070423SPTPR	07/04/2023		070723	16.08
					070423WSTPR	07/04/2023		070723	28.60
						CHECK	4240003	TOTAL:	44.68
4240004	07/10/2023	PRTD	2047 City of Wood River		070623SPWRTC	07/06/2023		070723	410.75
					070623WSWRTC	07/06/2023		070723	32.74
						CHECK	4240004	TOTAL:	443.49
4240005	07/10/2023	PRTD	1220 Illinois American Wa		070623AHSRIR	07/06/2023		070723	293.02
						CHECK	4240005	TOTAL:	293.02
4240006	07/10/2023	PRTD	1220 Illinois American Wa		070623AHSRWS	07/06/2023		070723	129.37
						CHECK	4240006	TOTAL:	129.37
4240007	07/10/2023	PRTD	1051 Pontoon Beach Public		070523-1	07/05/2023		070723	420.52
					070523-2	07/05/2023		070723	1,440.84
					070523BW	07/05/2023		070723	539.50
					070523N	07/05/2023		070723	30.13
					070523SS	07/05/2023		070723	80.56
					070523T	07/05/2023		070723	30.00
						CHECK	4240007	TOTAL:	2,541.55
4240008	07/10/2023	PRTD	1053 Special Service Area		070123	06/27/2023		070723	505.63
					070123BW	06/27/2023		070723	549.83

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INV DATE PO WARRANT NET

					070123N	06/27/2023		070723	97.21
						CHECK	4240008	TOTAL:	1,152.67
4240009	07/10/2023	PRTD	1932 Wex Bank		90185938	06/30/2023		070723	8,795.18
						CHECK	4240009	TOTAL:	8,795.18
					NUMBER OF CHECKS	9		*** CASH ACCOUNT TOTAL ***	13,530.89
					TOTAL PRINTED CHECKS		COUNT	AMOUNT	
							9	13,530.89	
								*** GRAND TOTAL ***	13,530.89

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
4240010	07/18/2023	PRTD	1043 AT&T		JUL23	07/01/2023		071423	22.93
						CHECK	4240010	TOTAL:	22.93
4240011	07/18/2023	PRTD	1220 Illinois American Wa		071223SPATC	07/12/2023		071423	70.82
						CHECK	4240011	TOTAL:	70.82
4240012	07/18/2023	PRTD	1220 Illinois American wa		071223WSATC	07/12/2023		071423	210.51
						CHECK	4240012	TOTAL:	210.51
4240013	07/18/2023	PRTD	1733 Johnny on the Spot #		47-000260848	06/30/2023		071423	1,769.65
						CHECK	4240013	TOTAL:	1,769.65
NUMBER OF CHECKS						4	*** CASH ACCOUNT TOTAL ***		2,073.91
TOTAL PRINTED CHECKS						COUNT	AMOUNT		
						4	2,073.91		
								*** GRAND TOTAL ***	2,073.91

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
4240014	07/27/2023	PRTD	4012 AAIC, Inc.		17297	07/10/2023		072723	35.00
							CHECK	4240014 TOTAL:	35.00
4240015	07/27/2023	PRTD	2501 Agency for Community		JUN23BW	07/18/2023		072723	122,448.77
					JUN23DR	07/18/2023		072723	223,111.74
					JUN23FR	07/18/2023		072723	1,617,265.74
					JUN23RS	07/18/2023		072723	45,076.25
					JUN23VP	07/18/2023		072723	1,140.67
							CHECK	4240015 TOTAL:	2,009,043.17
4240016	07/27/2023	PRTD	1050 Ameren Illinois		JUN23	07/14/2023		072723	1,107.61
							CHECK	4240016 TOTAL:	1,107.61
4240017	07/27/2023	PRTD	1501 Ameren Illinois		062023Beacon	06/20/2023		072723	33.39
							CHECK	4240017 TOTAL:	33.39
4240018	07/27/2023	PRTD	1501 Ameren Illinois		062023CTC	06/20/2023		072723	327.68
							CHECK	4240018 TOTAL:	327.68
4240019	07/27/2023	PRTD	1501 Ameren Illinois		062223Beacon	06/22/2023		072723	30.90
							CHECK	4240019 TOTAL:	30.90
4240020	07/27/2023	PRTD	1501 Ameren Illinois		062323ATC	06/23/2023		072723	470.29
							CHECK	4240020 TOTAL:	470.29
4240021	07/27/2023	PRTD	1501 Ameren Illinois		0623ILRt3PR	06/27/2023		072723	419.74
							CHECK	4240021 TOTAL:	419.74
4240022	07/27/2023	PRTD	1501 Ameren Illinois		062623WRTC	06/26/2023		072723	358.22

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INV DATE PO WARRANT NET

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
								CHECK 4240022 TOTAL:	358.22
4240023	07/27/2023	PRTD	1501 Ameren Illinois		062723Bluff	06/27/2023		072723	30.53
								CHECK 4240023 TOTAL:	30.53
4240024	07/27/2023	PRTD	1501 Ameren Illinois		062723Bluff	06/27/2023		072723	28.93
								CHECK 4240024 TOTAL:	28.93
4240025	07/27/2023	PRTD	1501 Ameren Illinois		062723GLPR	06/27/2023		072723	605.40
								CHECK 4240025 TOTAL:	605.40
4240026	07/27/2023	PRTD	1501 Ameren Illinois		062723Nature	06/27/2023		072723	28.92
								CHECK 4240026 TOTAL:	28.92
4240027	07/27/2023	PRTD	1501 Ameren Illinois		062823Bluff	06/28/2023		072723	28.93
								CHECK 4240027 TOTAL:	28.93
4240028	07/27/2023	PRTD	1501 Ameren Illinois		062823Nature	06/28/2023		072723	87.01
								CHECK 4240028 TOTAL:	87.01
4240029	07/27/2023	PRTD	1501 Ameren Illinois		063023Bldg2	06/30/2023		072723	6,055.11
								CHECK 4240029 TOTAL:	6,055.11
4240030	07/27/2023	PRTD	1501 Ameren Illinois		063023EPR	06/30/2023		072723	368.36
								CHECK 4240030 TOTAL:	368.36
4240031	07/27/2023	PRTD	1501 Ameren Illinois		063023North	06/30/2023		072723	237.52
								CHECK 4240031 TOTAL:	237.52
4240032	07/27/2023	PRTD	1501 Ameren Illinois		063023washBy	06/30/2023		072723	219.71

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 CHECK NO CHK DATE TYPE VENDOR NAME VOUCHER INVOICE

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
								CHECK 4240032 TOTAL:	219.71
4240033	07/27/2023	PRTD	1501 Ameren Illinois		063023woodRv	06/30/2023		072723	37.05
								CHECK 4240033 TOTAL:	37.05
4240034	07/27/2023	PRTD	1501 Ameren Illinois		063023worden	06/30/2023		072723	28.93
								CHECK 4240034 TOTAL:	28.93
4240035	07/27/2023	PRTD	1501 Ameren Illinois		0630Trailer	06/30/2023		072723	466.21
								CHECK 4240035 TOTAL:	466.21
4240036	07/27/2023	PRTD	1501 Ameren Illinois		070323NPlate	07/03/2023		072723	31.08
								CHECK 4240036 TOTAL:	31.08
4240037	07/27/2023	PRTD	1501 Ameren Illinois		070523Base	07/05/2023		072723	145.41
								CHECK 4240037 TOTAL:	145.41
4240038	07/27/2023	PRTD	1501 Ameren Illinois		070523ETC	07/05/2023		072723	787.03
								CHECK 4240038 TOTAL:	787.03
4240039	07/27/2023	PRTD	1501 Ameren Illinois		070523North	07/05/2023		072723	189.33
								CHECK 4240039 TOTAL:	189.33
4240040	07/27/2023	PRTD	1501 Ameren Illinois		070523Wtrshd	07/05/2023		072723	28.94
								CHECK 4240040 TOTAL:	28.94
4240041	07/27/2023	PRTD	1501 Ameren Illinois		070623GCPR	07/06/2023		072723	70.90
								CHECK 4240041 TOTAL:	70.90
4240042	07/27/2023	PRTD	1501 Ameren Illinois		071023GCPR	07/10/2023		072723	45.38

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 4240042 TOTAL:	45.38
4240043	07/27/2023	PRTD	1501 Ameren Illinois		071023SJPR	07/10/2023		072723	33.21
								CHECK 4240043 TOTAL:	33.21
4240044	07/27/2023	PRTD	1501 Ameren Illinois		071023TPR	07/10/2023		072723	59.33
								CHECK 4240044 TOTAL:	59.33
4240045	07/27/2023	PRTD	1501 Ameren Illinois		071123TPR	07/11/2023		072723	235.98
								CHECK 4240045 TOTAL:	235.98
4240046	07/27/2023	PRTD	1501 Ameren Illinois		JUN23	07/06/2023		072723	3,154.91
								CHECK 4240046 TOTAL:	3,154.91
4240047	07/27/2023	PRTD	1501 Ameren Illinois		JUN23AHSR	07/05/2023		072723	565.12
								CHECK 4240047 TOTAL:	565.12
4240048	07/27/2023	PRTD	1501 Ameren Illinois		JUN23L	07/05/2023		072723	236.31
								CHECK 4240048 TOTAL:	236.31
4240049	07/27/2023	PRTD	1501 Ameren Illinois		JUN23MaingT	06/30/2023		072723	11.85
								CHECK 4240049 TOTAL:	11.85
4240050	07/27/2023	PRTD	2031 Best-One Fleet Servi		3200008002	06/23/2023		072723	176.00
					3200008246	07/10/2023		072723	498.50
								CHECK 4240050 TOTAL:	674.50
4240051	07/27/2023	PRTD	1433 City of Edwardsville		071423WSETC	07/14/2023		072723	374.92
								CHECK 4240051 TOTAL:	374.92

CHECK REGISTER

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

INV DATE PO WARRANT NET

4240052	07/27/2023	PRTD	1253 City of Granite City		202307109516	07/11/2023		072723	100.00
						CHECK	4240052	TOTAL:	100.00
4240053	07/27/2023	PRTD	1436 City of Highland		23	06/21/2023		072723	2,551.16
						CHECK	4240053	TOTAL:	2,551.16
4240054	07/27/2023	PRTD	4046 D & D Tire Service L		43173	07/06/2023		072723	119.00
						CHECK	4240054	TOTAL:	119.00
4240055	07/27/2023	PRTD	4091 Diamond Z Engineerin		17062	07/13/2023	12300024	072723	8,800.00
						CHECK	4240055	TOTAL:	8,800.00
4240056	07/27/2023	PRTD	4048 Dovetail Inc.		INV-23735	06/30/2023	12200029	072723	1,669.50
						CHECK	4240056	TOTAL:	1,669.50
4240057	07/27/2023	PRTD	1092 The Edwardsville Int		063023	06/25/2023		072723	325.76
						CHECK	4240057	TOTAL:	325.76
4240058	07/27/2023	PRTD	4058 Hayes Contracting, I		8887	04/24/2023	12300023	072723	14,495.00
						CHECK	4240058	TOTAL:	14,495.00
4240059	07/27/2023	PRTD	4083 HeartLands Conservan		2023-049	05/31/2023	12300013	072723	11,897.17
						CHECK	4240059	TOTAL:	11,897.17
4240060	07/27/2023	PRTD	4070 JEN Mechanical, Inc.		1449-1	07/05/2023	12300039	072723	8,775.00
						CHECK	4240060	TOTAL:	8,775.00
4240061	07/27/2023	PRTD	3920 The Jerry Costello G		AUG23	07/01/2023		072723	7,000.00
						CHECK	4240061	TOTAL:	7,000.00

Madison County Mass Transit District



CHECK REGISTER

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INV DATE PO WARRANT NET

4240062	07/27/2023	PRTD	1439 Juneau Associates, I	48524		05/27/2023		072723	6,790.05
				48525		05/27/2023		072723	5,650.00
				48523		05/27/2023		072723	9,972.50
						CHECK	4240062	TOTAL:	22,412.55
4240063	07/27/2023	PRTD	1437 Keller Construction,	071223		07/11/2023	12300016	072723	396,303.61
						CHECK	4240063	TOTAL:	396,303.61
4240064	07/27/2023	PRTD	4080 Limbaugh Constructio	071023		06/28/2023	12300008	072723	80,192.24
						CHECK	4240064	TOTAL:	80,192.24
4240065	07/27/2023	PRTD	1602 Madison County State	AUG23		07/01/2023		072723	8,000.00
						CHECK	4240065	TOTAL:	8,000.00
4240066	07/27/2023	PRTD	1874 Main Street Communit	071023		07/06/2023		072723	221.49
						CHECK	4240066	TOTAL:	221.49
4240067	07/27/2023	PRTD	4102 Mansfield Power & Ga	JUN23		07/13/2023		072723	61.00
						CHECK	4240067	TOTAL:	61.00
4240068	07/27/2023	PRTD	3985 New Opportunities	2023VAN9-GAS		06/29/2023		072723	5,000.00
				2023VAN8-GAS		06/29/2023		072723	5,000.00
				2023VAN2		06/29/2023		072723	5,000.00
				2023VAN1		06/29/2023		072723	5,000.00
						CHECK	4240068	TOTAL:	20,000.00
4240069	07/27/2023	PRTD	1698 O'Brien Tire & Auto	0244279		06/29/2023		072723	16.00
				0244391		06/29/2023		072723	2,424.20
				0244564		07/07/2023		072723	85.17

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 4240069 TOTAL:	2,525.37
4240070	07/27/2023	PRTD	1173 Oates Associates, In		37426	06/20/2023		072723	3,305.00
								CHECK 4240070 TOTAL:	3,305.00
4240071	07/27/2023	PRTD	2044 Petroleum Traders Co		1897444	06/26/2023		072723	17,979.72
					1898325	06/28/2023		072723	17,849.95
					1899517	07/03/2023		072723	17,938.86
					1900421	07/06/2023		072723	18,231.75
					1901126	07/10/2023		072723	17,416.25
					1900737	07/07/2023		072723	18,691.31
					1901143	07/10/2023		072723	1,984.57
								CHECK 4240071 TOTAL:	110,092.41
4240072	07/27/2023	PRTD	1503 RCS Construction, In		154555	07/05/2023	12300014	072723	27,000.00
								CHECK 4240072 TOTAL:	27,000.00
4240073	07/27/2023	PRTD	4061 Sheppard, Morgan & S		41807	07/11/2023		072723	576.00
								CHECK 4240073 TOTAL:	576.00
4240074	07/27/2023	PRTD	3897 SSPRF		071623	07/16/2023		072723	933.60
								CHECK 4240074 TOTAL:	933.60
4240075	07/27/2023	PRTD	3980 The Bancorp Bank		601104	06/30/2023	12100078	072723	706.54
								CHECK 4240075 TOTAL:	706.54
4240076	07/27/2023	PRTD	4090 Venice Township		1002	07/05/2023		072723	205.02
					1003	05/23/2023		072723	553.74
								CHECK 4240076 TOTAL:	758.76

CHECK REGISTER

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

INV DATE PO WARRANT NET

4240077	07/27/2023	PRTD	3923 Xerox Corporation	019180988	07/01/2023	12200093	072723	57.00
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				019079288	06/06/2023	12200093	072723	152.00
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				019300896	07/07/2023	12200093	072723	146.93
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						CHECK	4240077	TOTAL:	355.93
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NUMBER OF CHECKS	64	*** CASH ACCOUNT TOTAL ***	2,755,869.90
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		COUNT	AMOUNT
TOTAL PRINTED CHECKS		64	2,755,869.90

*** GRAND TOTAL ***	2,755,869.90
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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
4240078	07/27/2023	PRTD	4012 AAIC, Inc.		17296-R	07/10/2023		072723B	21,261.79
						CHECK	4240078	TOTAL:	21,261.79
4240079	07/27/2023	PRTD	1501 Ameren Illinois		071923MryvRd	07/19/2023		072723B	38.04
						CHECK	4240079	TOTAL:	38.04
4240080	07/27/2023	PRTD	1501 Ameren Illinois		072023Beacon	07/20/2023		072723B	33.73
						CHECK	4240080	TOTAL:	33.73
4240081	07/27/2023	PRTD	1501 Ameren Illinois		072023CTC	07/20/2023		072723B	558.63
						CHECK	4240081	TOTAL:	558.63
4240082	07/27/2023	PRTD	1501 Ameren Illinois		072123	07/21/2023		072723B	28.97
						CHECK	4240082	TOTAL:	28.97
4240083	07/27/2023	PRTD	2031 Best-One Fleet Servi		3200008561	07/21/2023		072723B	765.50
						CHECK	4240083	TOTAL:	765.50
4240084	07/27/2023	PRTD	4023 Collinsville Townshi		24	07/11/2023		072723B	45,632.50
						CHECK	4240084	TOTAL:	45,632.50
4240085	07/27/2023	PRTD	4046 D & D Tire Service L		43403	07/18/2023		072723B	60.00
						CHECK	4240085	TOTAL:	60.00
4240086	07/27/2023	PRTD	4087 Everergi LLC		INV-2281	07/20/2023	12300022	072723B	5,325.00
						CHECK	4240086	TOTAL:	5,325.00
4240087	07/27/2023	PRTD	4042 Illinois Power Marke		421122123061	07/19/2023		072723B	29.74
						CHECK	4240087	TOTAL:	29.74

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
4240088	07/27/2023	PRTD	1698 O'Brien Tire & Auto		0244766	07/19/2023		072723B	34.00
					0244779	07/19/2023		072723B	836.00
					0244764	07/19/2023		072723B	1,021.16
						CHECK	4240088	TOTAL:	1,891.16
4240089	07/27/2023	PRTD	1173 Oates Associates, In		37541	07/17/2023		072723B	8,500.00
					37463	07/13/2023		072723B	1,770.00
					37551	07/17/2023		072723B	765.00
					37548	07/17/2023		072723B	1,150.00
					37507	07/14/2023		072723B	9,971.00
						CHECK	4240089	TOTAL:	22,156.00
4240090	07/27/2023	PRTD	2044 Petroleum Traders Co		1903174	07/17/2023		072723B	18,984.01
					1902352	07/13/2023		072723B	17,226.52
					1904438	07/20/2023		072723B	19,130.81
					1904442	07/20/2023		072723B	19,558.37
						CHECK	4240090	TOTAL:	74,899.71
4240091	07/27/2023	PRTD	4071 S.M. Wilson & Co.		0322003-12	07/18/2023	12200090	072723B	750,791.70
						CHECK	4240091	TOTAL:	750,791.70
4240092	07/27/2023	PRTD	4007 Stutz Excavating Inc		071223	07/12/2023	12300031	072723B	19,653.61
						CHECK	4240092	TOTAL:	19,653.61

CHECK REGISTER

NUMBER OF CHECKS 15 *** CASH ACCOUNT TOTAL *** 943,126.08

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	15	943,126.08

*** GRAND TOTAL *** 943,126.08

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

	Current Month	Current YTD	Prior YTD	Percentage Increase / (Decrease) Over Prior YTD	FY23 Budget	Budget % Expended (100% of FY)
Revenue						
Operating Revenue						
Sales Tax Revenue	\$1,113,869.42	\$12,954,453.92	\$12,337,648.77	5%	\$12,000,000	108%
Investment Income	188,822.98	1,023,119.51	551,909.86	85%	678,000	151%
Investment Gains/Losses	0.00	(459,841.34)	0.00	100%	0	100%
Investments-Mark to Market	(311,987.01)	71,274.05	0.00	100%	0	100%
IDOT Operating Assistance	1,589,637.67	16,108,408.50	17,891,677.40	-10%	17,200,000	94%
Federal CARES Act/CRRSAA/ARPA	0.00	3,322,616.00	2,461,005.00	35%	4,250,000	78%
Local Sales Tax Reform Fund	345,479.55	3,895,396.40	3,722,507.44	774%	3,000,000	130%
CMAQ Rideshare Marketing and Outreach	95,841.00	457,357.00	445,713.00	1099%	622,000	74%
Commuter Initiative	0.00	13,696.50	38,152.53	-64%	75,000	18%
Fares	107,341.76	560,182.04	452,825.25	24%	560,000	100%
Other Revenue	30,467.37	1,000,390.74	401,776.48	149%	147,000	681%
Lease/Rental Income	0.00	32,046.93	47,747.69	-33%	0	0%
Total Operating Revenue	\$3,159,472.74	\$38,979,100.25	\$38,350,963.42	2%	\$38,532,000	101%
Capital Revenue						
FTA Transit Admin Section 5307	\$182,223.00	\$5,654,376.00	\$318,688.00	1674%	\$9,109,086	62%
FTA Transit Admin Section 5339	0.00	0.00	0.00	0%	2,700,000	0%
Congestion Mitigation Air Quality	0.00	0.00	0.00	0%	4,045,000	0%
Rebuild Illinois	0.00	103,494.60	126,914.25	-18%	21,377,173	0%
Illinois Department of Transportation	0.00	1,056,622.11	94,547.45	1018%	5,550,000	19%
Illinois Department of Natural Resources	200,000.00	200,000.00	191,000.00	0%	165,000	121%
Intergovernmental Agreements	0.00	0.00	0.00	0%	150,000	0%
Metro East Park and Recreation District	22,096.25	671,369.25	288,221.65	133%	2,300,000	29%
Other Revenue - Capital	0.00	980,000.00	0.00	100%	0	100%
Future Grants	0.00	0.00	0.00	0%	10,973,539	0%
Total Capital Revenue	\$404,319.25	\$8,665,861.96	\$1,019,371.35	750%	\$56,369,798	15%
Total Revenues	\$3,563,791.99	\$47,644,962.21	\$39,370,334.77	21%	\$94,901,798	50%
Expenses						
Operating Expenses						
Fixed Route and Paratransit	\$2,234,383.05	\$30,031,425.24	\$27,455,382.79	9%	\$31,007,000	97%
ACT Administrative Contract	0.00	458,915.00	434,934.00	0%	476,000	96%
Rideshare	73,381.20	880,271.99	801,151.82	10%	954,000	92%
Professional and Other Services	30,055.80	249,849.14	232,200.00	8%	545,000	46%
Trustee Expenses	874.22	12,638.21	13,308.59	-5%	30,000	42%
District Office Expenses	37,392.11	444,528.08	423,700.68	5%	478,000	93%
Facilities Maintenance	43,947.72	1,009,332.43	974,632.23	4%	1,077,000	94%
District Budget Contingency	0.00	0.00	0.00	0%	0	0%
Total Operating Expenses	\$2,420,034.10	\$33,086,960.09	\$30,335,310.11	9%	\$34,567,000	96%
Capital Expenses						
Bikeways	\$784,865.05	\$3,724,257.15	\$4,066,569.28	-8%	\$38,860,000	10%
Bus Station/Stops and Park & Ride	973,838.18	1,013,657.63	294,607.75	100%	9,496,000	11%
Cooperative Police Bicycle Grant Program	0.00	48,104.00	0.00	100%	50,000	96%
Facility Improvements	913,531.05	10,004,533.30	256,490.29	3801%	21,561,245	46%
Maintenance Equipment	0.00	0.00	184,834.00	0%	369,064	0%
MIS Equipment	0.00	0.00	27,922.86	-100%	5,550,000	0%
Transit Support Equipment	33,435.69	162,520.14	6,069.00	100%	196,000	83%
Vehicles - Buses	0.00	0.00	510,925.96	0%	21,566,250	0%
Vehicles - Rideshare Vans	0.00	337,353.94	101,886.00	100%	445,000	76%
Vehicles - Transit Support	53,750.00	247,300.00	5,435.00	100%	436,925	57%
Contingency	0.00	0.00	0.00	0%	2,000,000	0%
Total Capital Expenses	\$2,759,419.97	\$15,537,726.16	\$5,454,740.14	185%	\$100,530,484	15%
Total Expenses	\$5,179,454.07	\$48,624,686.25	\$35,790,050.25	36%	\$135,097,484	36%
Excess Revenue Over (Under) Expenses	(\$1,615,662.08)	(\$979,724.04)	\$3,580,284.52	-127%	(\$40,195,686)	2%

Madison County Mass Transit District
Income Statement with Budget Variance for the
Period Ended June 30, 2023

Description	Current Period				Year to Date			
	Actual	Budget	Deviation	Pct	Actual	Budget	Deviation	Pct ytd
OPERATING REVENUE								
Sales Tax Revenue	1,113,869.42	1,916,666.66	-802,797.24	58.11	12,954,453.92	12,000,000.00	954,453.92	107.95
Investment Income	188,822.98	56,500.00	132,322.98	334.20	1,023,119.51	678,000.00	345,119.51	150.90
Investment Realized Gains/Losses	0.00	0.00	0.00	0.00	-459,841.34	0.00	-459,841.34	0.00
Investments-Mark to Market	-311,987.01	0.00	-311,987.01	0.00	71,274.05	0.00	71,274.05	0.00
IDOT Operating Assistance	1,589,637.67	1,433,333.34	156,304.33	110.90	16,108,408.50	17,200,000.00	-1,091,591.50	93.65
Federal CARES Act/CRRSAA/ARPA	0.00	565,000.00	-565,000.00	0.00	3,322,616.00	4,250,000.00	-927,384.00	78.18
Local Sales Tax Reform Fund	345,479.55	250,000.00	95,479.55	138.19	3,895,396.40	3,000,000.00	895,396.40	129.85
CMAQ Rideshare Marketing & Outreach	95,841.00	51,833.34	44,007.66	184.90	457,357.00	622,000.00	-164,643.00	73.53
Commuter Initiative	0.00	6,250.00	-6,250.00	0.00	13,696.50	75,000.00	-61,303.50	18.26
Fares	107,341.76	46,666.66	60,675.10	230.02	560,182.04	560,000.00	182.04	100.03
Other Revenue	30,467.37	12,250.00	18,217.37	248.71	1,000,390.74	147,000.00	853,390.74	680.54
Lease/Rental Income	0.00	0.00	0.00	0.00	32,046.93	0.00	32,046.93	0.00
TOTAL OPERATING REVENUE	3,159,472.74	4,338,500.00	-1,179,027.26	72.82	38,979,100.25	38,532,000.00	447,100.25	101.16
CAPITAL REVENUE								
Fed Transit Admin Section 5307	182,223.00	759,090.50	-576,867.50	24.01	5,654,376.00	9,109,086.00	-3,454,710.00	62.07
Fed Transit Admin Section 5339	0.00	225,000.00	-225,000.00	0.00	0.00	2,700,000.00	-2,700,000.00	0.00
Congestion Mitigation Air Quality	0.00	337,083.34	-337,083.34	0.00	0.00	4,045,000.00	-4,045,000.00	0.00
Rebuild Illinois	0.00	1,781,431.09	-1,781,431.09	0.00	103,494.60	21,377,173.00	-21,273,678.40	0.48
Illinois Dept of Transportation	0.00	462,500.00	-462,500.00	0.00	1,056,622.11	5,550,000.00	-4,493,377.89	19.04
Illinois Dept of Natural Resources	200,000.00	13,750.00	186,250.00	1,454.55	200,000.00	165,000.00	35,000.00	121.21
Metro East Park and Recreation District	22,096.25	191,666.66	-169,570.41	11.53	671,369.25	2,300,000.00	-1,628,630.75	29.19
Future Grants	0.00	908,510.75	-908,510.75	0.00	0.00	10,973,539.00	-10,973,539.00	0.00
Intergovernmental Agreements	0.00	12,500.00	-12,500.00	0.00	0.00	150,000.00	-150,000.00	0.00
Other Revenue - Capital	0.00	0.00	0.00	0.00	980,000.00	0.00	980,000.00	0.00
TOTAL CAPITAL REVENUE	404,319.25	4,691,532.34	-4,287,213.09	8.62	8,665,861.96	56,369,798.00	-47,703,936.04	15.37
TOTAL REVENUES	3,563,791.99	9,030,032.34	-5,466,240.35	39.47	47,644,962.21	94,901,798.00	-47,256,835.79	50.20
OPERATING EXPENSES								
Fixed Route and Paratransit	2,234,383.05	4,325,583.34	-2,091,200.29	51.66	30,031,425.24	31,007,000.00	-975,574.76	96.85
ACT Administrative Contract	0.00	39,666.66	-39,666.66	0.00	458,915.00	476,000.00	-17,085.00	96.41
Rideshare	73,381.20	79,500.00	-6,118.80	92.30	880,271.99	954,000.00	-73,728.01	92.27
Professional and Other Services	30,055.80	242,500.00	-212,444.20	12.39	249,849.14	545,000.00	-295,150.86	45.84
Trustee Expenses	874.22	2,500.00	-1,625.78	34.97	12,638.21	30,000.00	-17,361.79	42.13
District Office Expenses	37,392.11	81,083.34	-43,691.23	46.12	444,528.08	478,000.00	-33,471.92	93.00
Facilities Maintenance	43,947.72	153,916.66	-109,968.94	28.55	1,009,332.43	1,077,000.00	-67,667.57	93.72
District Budget Contingency	0.00	-916,666.66	916,666.66	0.00	0.00	0.00	0.00	0.00
TOTAL OPERATING EXPENSES	2,420,034.10	4,008,083.34	-1,588,049.24	60.38	33,086,960.09	34,567,000.00	-1,480,039.91	95.72
CAPITAL EXPENSES								
Bikeways	784,865.05	3,238,333.34	-2,453,468.29	24.24	3,724,257.15	38,860,000.00	-35,135,742.85	9.58
Bus Station/Stops and Park & Ride	973,838.18	791,333.34	182,504.84	123.06	1,013,657.63	9,496,000.00	-8,482,342.37	10.67
Cooperative Police Bicycle Grant Program	0.00	4,166.66	-4,166.66	0.00	48,104.00	50,000.00	-1,896.00	96.21
Facility Improvements	913,531.05	1,797,991.99	-884,460.94	50.81	10,004,533.30	21,561,245.29	-11,556,711.99	46.40
Maintenance Equipment	0.00	31,432.66	-31,432.66	0.00	0.00	369,064.00	-369,064.00	0.00
MIS Equipment	0.00	462,500.00	-462,500.00	0.00	0.00	5,550,000.00	-5,550,000.00	0.00
Transit Support Equipment	33,435.69	16,333.34	17,102.35	204.71	162,520.14	196,000.00	-33,479.86	82.92
Vehicles - Buses	0.00	1,797,187.50	-1,797,187.50	0.00	0.00	21,566,250.00	-21,566,250.00	0.00
Vehicles - Rideshare Vans	0.00	37,083.34	-37,083.34	0.00	337,353.94	445,000.00	-107,646.06	75.81
Vehicles - Transit Support	53,750.00	50,712.50	3,037.50	105.99	247,300.00	436,925.00	-189,625.00	56.60
Contingency	0.00	166,666.66	-166,666.66	0.00	0.00	2,000,000.00	-2,000,000.00	0.00
TOTAL CAPITAL EXPENSES	2,759,419.97	8,393,741.33	-5,634,321.36	32.87	15,537,726.16	100,530,484.29	-84,992,758.13	15.46
TOTAL EXPENSES	5,179,454.07	12,401,824.67	-7,222,370.60	41.76	48,624,686.25	135,097,484.29	-86,472,798.04	35.99
EXCESS REVENUE OVER EXPENSE	-1,615,662.08	-3,371,792.33	1,756,130.25	47.92	-979,724.04	-40,195,686.29	39,215,962.25	2.44

ASSETS	
Checking Account	258,846.23
Savings Accounts	75,655.78
Illinois Funds Investment Pool	4,051,085.76
Investments	59,242,000.00
Investments-Mark to Market	-437,739.15
Inventory	1,029,005.21
Accounts Receivable	110,241.76
Sales Tax Receivable	3,344,233.74
Interest Receivable	67,280.59
Prepaid Expenses	1,321,633.94
TOTAL ASSETS	69,062,243.86
LIABILITIES	
Accounts Payable	3,988,744.17
Retainage Payable	983,648.94
TOTAL LIABILITIES	4,972,393.11
FUND BALANCE	
Nonspendable Fund Balance	2,088,061.19
Committed Fund Balance	34,000,000.00
Assigned Fund Balance	24,535,686.29
Beginning Unassigned Fund Balance	4,445,827.31
Excess Revenue Over Expenses	-979,724.04
Total Unassigned Fund Balance	3,466,103.27
TOTAL FUND BALANCE	64,089,850.75
TOTAL LIABILITIES AND FUND BALANCE	69,062,243.86

UNAUDITED

MCT DETAILED SCHEDULE OF INVESTMENTS
AT JUNE 30, 2023

INSTITUTION	PURCHASE DATE	CD OR ACCOUNT NUMBER	MATURITY DATE	INTEREST RATES	CERTIFICATE AMOUNT	WEIGHTED AVERAGE INTEREST
INVESTMENTS PURCHASED DIRECTLY BY MCT						
CERTIFICATES OF DEPOSIT (CD)						
Bank of Hillsboro	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	07-27-22	***12687	07-27-23	2.91%	630,000.00	
State Bank of St. Jacob	08-25-22	***12699	02-25-25	2.90%	480,000.00	
United Community Bank	09-02-20	***20970	09-02-23	0.95%	1,000,000.00	
TOTAL CD'S					14,302,000.00	2.42%
CERTIFICATES OF DEPOSIT ACCOUNT REGISTRY SERVICE (CDARS)						
Bank of Belleville	04-01-21	***89108	03-28-24	0.71%	500,000.00	
Edwardsville Bank	04-01-21	***05416	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	
TOTAL CDARS					3,540,000.00	0.82%
TOTAL INVESTMENTS PURCHASED DIRECTLY BY MCT					17,842,000.00	
FUNDS TRANSFERRED TO PORTFOLIO MANAGED BY BUSEY BANK (SEE SEPARATE REPORT FOR DETAILS)				varies	41,400,000.00	varies
GRAND TOTAL MCT INVESTMENTS					59,242,000.00	
CASH ACCOUNTS						
MCT checking account				2.89%	258,846.23	
MCT savings accounts				2.89%	75,655.78	
Illinois Funds investment pool				5.249%	4,051,085.76	
TOTAL CASH					4,385,587.77	5.07%
TOTAL CASH AND INVESTMENTS					63,627,587.77	

Madison County Mass Transit District Agency

STATEMENT REPORT

As of 6/30/2023

ACCOUNTS

Madison County Mass Transit District Agency

Monthly Market Update

(as of 6/30/2023)

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

Source: Bloomberg

Monthly Market Update

(as of 6/30/2023)

- 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>
S&P 500	6.6%	16.9%	19.6%	14.6%	12.3%
S&P 400 Midcap	9.2%	8.8%	17.5%	15.4%	7.8%
Russell 2000	8.1%	8.1%	12.3%	10.8%	4.2%
MSCI EAFE	4.6%	12.2%	19.5%	9.6%	5.0%
MSCI Emerging Markets	3.8%	5.0%	2.1%	2.7%	1.3%
MSCI ACWI	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>
US Treasury	-0.8%	1.6%	-2.1%	-4.8%	0.4%
US Corporate	0.4%	3.2%	1.5%	-3.4%	1.8%
US Aggregate	-0.4%	2.1%	-0.9%	-4.0%	0.8%
US High Yield	1.7%	5.4%	9.1%	3.1%	3.4%
Global Agg Ex-US	0.3%	0.8%	-1.8%	-5.9%	-2.7%
US Municipal	1.0%	2.7%	3.2%	-0.6%	1.8%

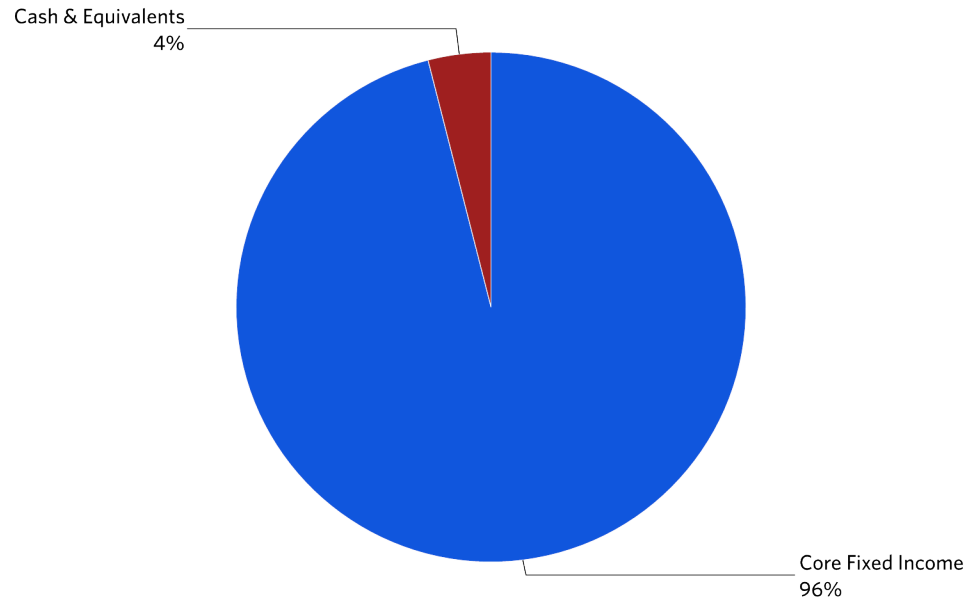
Source: Bloomberg

Portfolio Value Summary

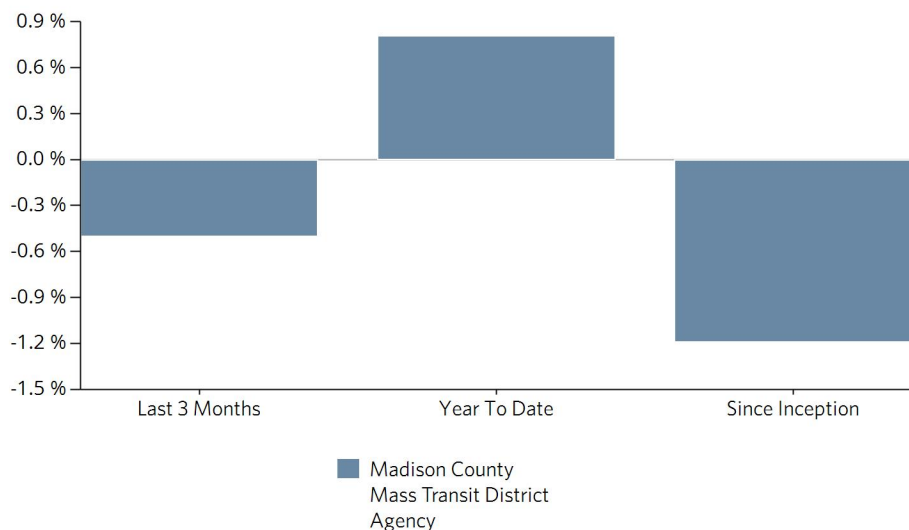
	Last 3 Months	Year To Date	Since 11/30/2021
Beginning Value	38,377,916	37,878,227	0
Net Additions	2,986,344	2,986,344	41,375,526
Gain/Loss	-211,450	288,239	-222,717
Ending Value	41,152,809	41,152,809	41,152,809
Return	-0.5%	0.8%	-1.2% ¹
MSCI ALL COUNTRIES ACWI Return	6.2%	13.9%	-2.1%
BARCLAYS CAPITAL INTERMEDIATE GOV'T/CREDIT IN...	-0.8%	1.5%	-4.5%
S&P 500 TOTAL RETURN INDEX Return	8.7%	16.9%	0.0%
MSCI DEVELOPED EAFE(USD)(TRN) Return	3.0%	11.7%	0.3%
CONSUMER PRICE INDEX - (Monthly) Return	1.1%	2.8%	6.1%
MSCI EM EMERGING MARKETS(USD)(TRN) Return	0.9%	4.8%	-9.6%

¹ Annualized return

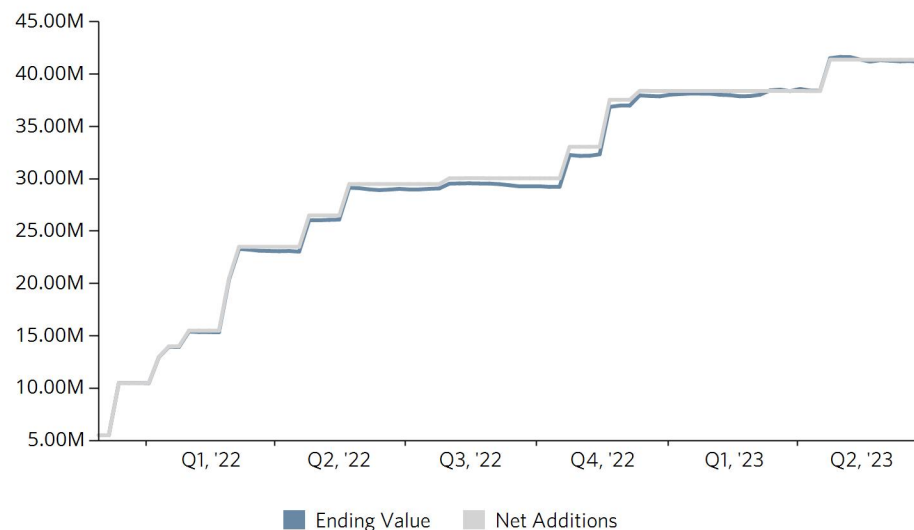
Asset Class Allocation



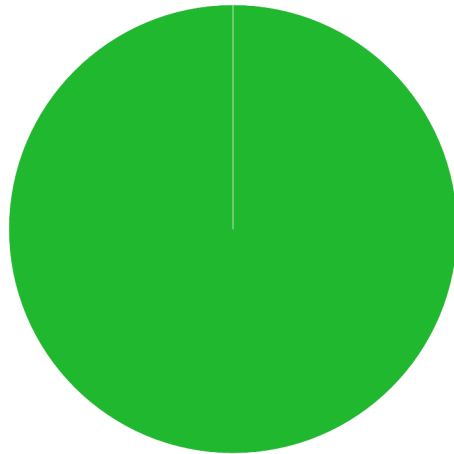
Portfolio Returns



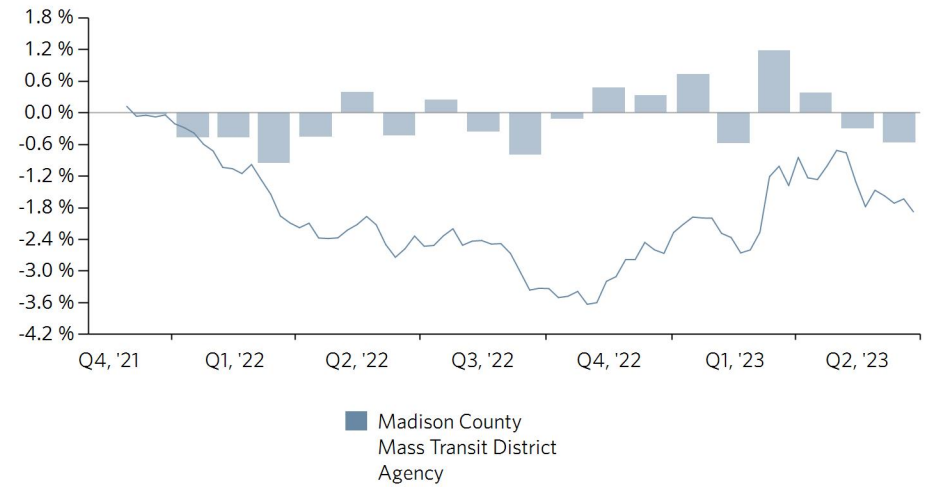
Net Additions and Market Value



Allocation by Account



Total Portfolio Performance

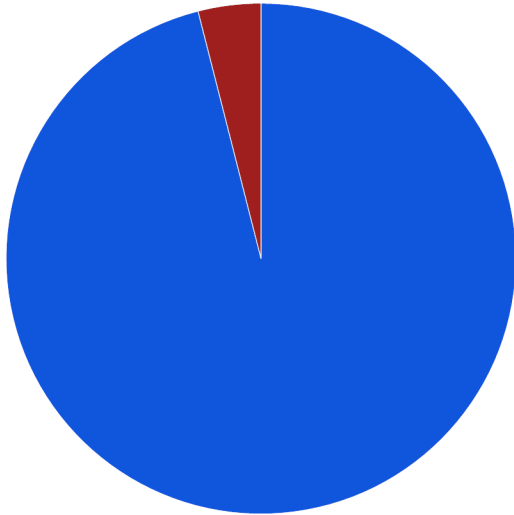


Summary of Portfolio Accounts

			Last 3 Months	Year To Date	Since 11/30/2021
	Ending Value	Allocation	Return	Return	Return
Madison County Mass Transit District Agency	41,152,809	100%	-0.5%	0.8%	-1.2%¹
Madison County Mass Transit District Agency	41,152,809	100%	-0.5%	0.8%	-1.2% ¹

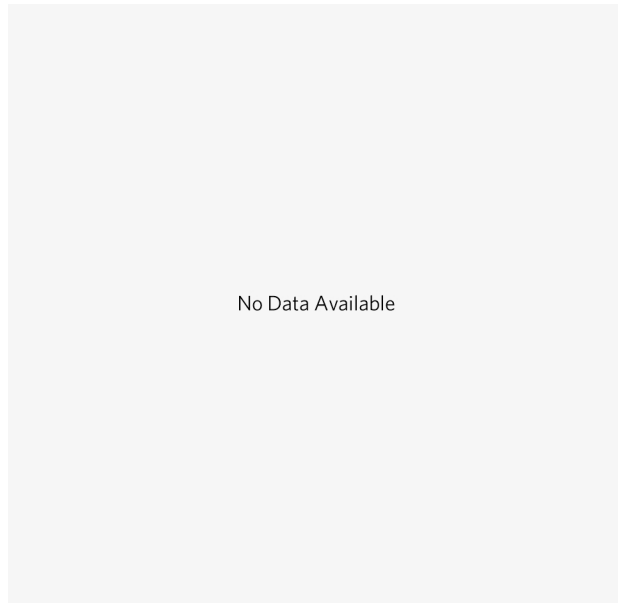
¹ Annualized return

Asset Class Allocation



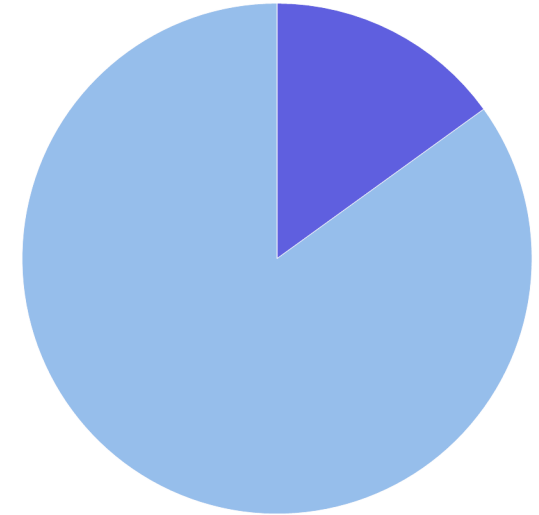
	Ending Value	Allocation
Madison County Mass Transit District Agency	41,152,809	100.0%
Core Fixed Income	39,516,108	96.0%
Cash & Equivalents	1,636,702	4.0%

Core Equity and Satellites Allocation



No Data Available

Core Fixed Income Allocation



	Ending Value	Allocation
Madison County Mass Transit District Agency	39,516,108	100.0%
Muni Bonds	5,947,173	15.0%
Taxable Bonds	33,568,935	85.0%

Portfolio Appraisal

	Units	Cost Basis	Unit Cost	Ending Value	Price	Total UGL	Yield	Projected Income
Madison County Mass Transit District Agency		41,672,911		41,152,809		-520,101	2.3%	945,908
1035033783 - Madison County Mass Transit District Agency		41,672,911		41,152,809		-520,101	2.3%	945,908
■ Muni Bonds		5,952,244		5,947,173		-5,071	2.9%	171,691
CALIFORNIA ST 2.65% 04/01/2026	1,000,000	949,525	95	946,775	94	-2,750	2.8%	26,500
CALIFORNIA ST 5.5% 10/01/2025	1,000,000	1,029,924	103	1,018,180	100	-11,744	5.4%	55,000
CENTENNIAL INDPT SCH DIST NO 0 1.005% 02/01/2024	175,000	175,000	100	171,328	97	-3,672	1.0%	1,759
JEFFERSON CALIF ELEM SCH DIST 1.044% 09/01/2026	630,000	552,896	88	561,929	89	9,032	1.2%	6,577
LINCOLN NEB WEST HAYMARKET JT 5% 12/15/2025	500,000	504,474	101	498,506	99	-5,968	5.0%	25,000
PENNSYLVANIA ST 0.95% 08/01/2025	700,000	637,505	91	646,064	92	8,558	1.0%	6,650
PORT SEATTLE WASH REV 2.836% 05/01/2024	500,000	499,085	100	491,163	98	-7,922	2.9%	14,180
SAN JOSE EVERGREEN CALIF CMNTY 0.921% 09/01/2025	500,000	457,449	91	459,270	92	1,821	1.0%	4,605
VACAVILLE CALIF UNI SCH DIST 1.457% 08/01/2027	500,000	433,747	87	441,470	88	7,723	1.7%	7,285
WISCONSIN ST GEN FD ANNUAL APP 3.218% 05/01/2027	750,000	712,637	95	712,488	94	-150	3.4%	24,135
■ Taxable Bonds		34,083,965		33,568,935		-515,030	2.1%	694,060
ALLY BK SANDY UTAH 3.2% 2025	245,000	245,000	100	237,756	96	-7,244	3.3%	7,840
AMERICAN EXPRESS NATL BK BROK 4.35% 2025	245,000	245,000	100	241,762	98	-3,238	4.4%	10,658
BANK WIS DELLS WIS 4.6% 2026	245,000	245,000	100	239,871	98	-5,129	4.7%	11,270
BARCLAYS BK DEL 3.05% 2025	230,000	230,655	100	221,117	96	-9,539	3.2%	7,015
BMO HARRIS BK NATL ASSN CHICAG 2.45% 2023	245,000	245,000	100	242,716	99	-2,284	1.2%	3,001
BMW BK NORTH AMER UTAH 4.75% 2028	245,000	248,243	101	242,953	98	-5,290	4.8%	11,638
CAPITAL ONE NATL ASSN VA 4.55% 2026	245,000	245,000	100	240,837	98	-4,163	4.6%	11,148
CARROLL CNTY TR CO MO 4.5% 2028	245,000	245,000	100	236,962	97	-8,038	4.7%	11,025
CIBC BK USA 4.35% 2027	245,000	244,816	100	238,627	97	-6,189	4.5%	10,658
CITIBANK N A 3.55% 2023	230,000	242,836	106	229,258	99	-13,579	1.8%	4,083
CITY NATL BK LOS ANGELES CALIF 4.9% 2025	245,000	245,306	100	243,470	99	-1,836	4.9%	12,005
DISCOVER BK 3.4% 2025	245,000	245,000	100	238,527	96	-6,473	3.5%	8,330
DORT FINL CR UN GRAND BLANC MI 4.75% 2027	235,000	235,000	100	230,542	98	-4,458	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	243,217	98	-1,783	4.7%	11,515
FIRST MO ST BK CAPE CNTY CAPE 4.8% 2026	245,000	245,000	100	243,785	98	-1,215	4.8%	11,760
GLOBAL FED CR UN ANCHORAGE AL 4.85% 2028	245,000	245,000	100	240,856	98	-4,144	4.9%	11,882
GOLDMAN SACHS BK USA 3% 2024	235,000	246,721	105	233,580	98	-13,142	3.0%	7,050
MEDALLION BK UTAH 4.5% 2027	470,000	470,000	100	457,079	97	-12,921	4.6%	21,150
MORGAN STANLEY BK N A 2.15% 2023	240,000	246,244	103	241,704	100	-4,541	1.1%	2,580
PEOPLES BK CO COLDWATER OHIO 4.7% 2027	245,000	245,000	100	240,145	98	-4,855	4.8%	11,515
SOUTHERN BK POPLAR BLUFF MO 4.5% 2027	245,000	245,000	100	238,265	97	-6,735	4.6%	11,025
SYNCHRONY BANK 5% 2028	240,000	245,847	102	240,416	99	-5,432	5.0%	12,000
UBS BK USA SALT LAKE CITY UT 4.6% 2026	245,000	244,510	100	240,621	98	-3,889	4.7%	11,270
UNITED STATES TREAS NTS 0.125% 01/15/2024	500,000	497,276	99	486,596	97	-10,680	0.1%	625
UNITED STATES TREAS NTS 0.125% 08/15/2023	500,000	498,884	100	497,203	99	-1,681	0.1%	313
UNITED STATES TREAS NTS 0.25% 06/30/2025	1,500,000	1,422,668	95	1,369,635	91	-53,033	0.3%	3,750
UNITED STATES TREAS NTS 0.375% 04/15/2024	500,000	498,175	100	480,981	96	-17,194	0.4%	1,875
UNITED STATES TREAS NTS 0.375% 08/15/2024	1,000,000	946,289	95	947,217	95	928	0.4%	3,750
UNITED STATES TREAS NTS 0.5% 03/31/2025	1,500,000	1,434,160	96	1,389,126	92	-45,034	0.5%	7,500
UNITED STATES TREAS NTS 0.75% 01/31/2028	1,700,000	1,498,059	88	1,462,889	86	-35,170	0.9%	12,750
UNITED STATES TREAS NTS 0.75% 08/31/2026	750,000	670,078	89	670,626	89	547	0.8%	5,625
UNITED STATES TREAS NTS 0.75% 12/31/2023	1,450,000	1,441,713	99	1,417,607	98	-24,106	0.4%	5,438
UNITED STATES TREAS NTS 0.875% 06/30/2026	750,000	683,087	91	675,585	90	-7,502	1.0%	6,563
UNITED STATES TREAS NTS 1.125% 10/31/2026	750,000	678,982	91	675,586	90	-3,397	1.2%	8,438
UNITED STATES TREAS NTS 1.25% 03/31/2028	1,675,000	1,506,780	90	1,470,575	87	-36,206	1.4%	20,938
UNITED STATES TREAS NTS 1.25% 04/30/2028	1,500,000	1,323,567	88	1,312,820	87	-10,747	1.4%	18,750
UNITED STATES TREAS NTS 1.25% 12/31/2026	750,000	682,503	91	674,798	90	-7,706	1.4%	9,375
UNITED STATES TREAS NTS 1.5% 01/31/2027	425,000	391,315	92	387,496	91	-3,819	1.6%	6,375
UNITED STATES TREAS NTS 1.625% 10/31/2023	500,000	502,622	101	495,445	99	-7,177	0.8%	4,063
UNITED STATES TREAS NTS 1.875% 02/28/2027	500,000	460,996	92	461,324	92	328	2.0%	9,375

Portfolio Appraisal

	Units	Cost Basis	Unit Cost	Ending Value	Price	Total UGL	Yield	Projected Income
UNITED STATES TREAS NTS 1.875% 06/30/2026	750,000	701,179	93	695,858	93	-5,321	2.0%	14,063
UNITED STATES TREAS NTS 2% 02/15/2025	500,000	501,755	100	479,606	95	-22,149	2.1%	10,000
UNITED STATES TREAS NTS 2.125% 03/31/2024	1,450,000	1,450,739	100	1,423,022	98	-27,717	2.2%	30,813
UNITED STATES TREAS NTS 2.25% 03/31/2026	1,500,000	1,416,793	94	1,419,769	94	2,976	2.4%	33,750
UNITED STATES TREAS NTS 2.375% 02/29/2024	500,000	508,131	102	494,082	98	-14,049	2.4%	11,875
UNITED STATES TREAS NTS 2.5% 03/31/2027	1,500,000	1,414,776	94	1,414,815	94	39	2.7%	37,500
UNITED STATES TREAS NTS 2.75% 02/15/2028	1,500,000	1,424,004	95	1,424,485	94	481	2.9%	41,250
UNITED STATES TREAS NTS 2.75% 04/30/2027	300,000	286,056	95	284,691	94	-1,365	2.9%	8,250
UNITED STATES TREAS NTS 2.875% 09/30/2023	1,500,000	1,509,640	101	1,501,960	99	-7,681	1.4%	21,563
UNITED STATES TREAS NTS 3.125% 08/31/2027	500,000	483,242	97	483,295	96	53	3.2%	15,625
UNITED STATES TREAS NTS 3.25% 06/30/2027	500,000	486,547	97	480,725	96	-5,822	3.4%	16,250
UNITED STATES TREAS NTS 3.5% 09/15/2025	1,500,000	1,486,255	99	1,474,749	97	-11,506	3.6%	52,500
UNITED STATES TREAS NTS 3.875% 12/31/2027	500,000	499,297	100	492,830	99	-6,467	3.9%	19,375
UNITED STATES TREAS NTS 4.125% 10/31/2027	500,000	503,766	101	500,693	99	-3,073	4.1%	20,625
WEBBANK SALT LAKE CITY UTAH 0.75% 2023	245,000	245,000	100	239,520	98	-5,480	0.4%	919
WELLS FARGO BANK NATL ASSN 3.5% 2023	180,000	189,450	105	179,264	99	-10,187	1.5%	2,625
Money Markets		1,636,702		1,636,702		0	4.9%	80,157
GOLDMAN FED FUND 520	1,636,702	1,636,702	1	1,636,702	1	0	4.9%	80,157

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
Madison County Mass Transit District Agency									
Madison County Mass Transit District Agency									
ALLY BK SANDY UTAH 3.2% 2025	237,756	3.200%	7/28/2025	—	—	—	5.5	—	1.9
AMERICAN EXPRESS NATL BK BROK 4.35% 2025	241,762	4.350%	10/14/2025	—	—	—	5.5	—	2.3
BANK WIS DELLS WIS 4.6% 2026	239,871	4.600%	8/17/2026	—	—	—	5.5	—	2.9
BARCLAYS BK DEL 3.05% 2025	221,117	3.050%	5/19/2025	—	—	—	5.5	—	1.9
BMO HARRIS BK NATL ASSN CHICAG 2.45% 2023	242,716	2.450%	11/27/2023	—	—	—	5.4	—	0.4
BMW BK NORTH AMER UTAH 4.75% 2028	242,953	4.750%	3/17/2028	—	—	—	5.3	—	4.1
CALIFORNIA ST 2.65% 04/01/2026	946,775	2.650%	4/1/2026	—	AA-	Aa2	5.1	—	2.6
CALIFORNIA ST 5.5% 10/01/2025	1,018,180	5.500%	10/1/2025	—	AA-	Aa2	5.3	—	2.1
CAPITAL ONE NATL ASSN VA 4.55% 2026	240,837	4.550%	5/18/2026	—	—	—	5.5	—	2.9
CARROLL CNTY TR CO MO 4.5% 2028	236,962	4.500%	3/30/2028	—	—	—	5.4	—	4.3
CENTENNIAL INDPT SCH DIST NO 0 1.005% 02/01/2024	171,328	1.005%	2/1/2024	—	AAA	—	5.5	—	0.6
CIBC BK USA 4.35% 2027	238,627	4.350%	4/27/2027	—	—	—	5.4	—	3.4
CITIBANK N A 3.55% 2023	229,258	3.550%	11/24/2023	—	—	—	5.4	—	0.4
CITY NATL BK LOS ANGELES CALIF 4.9% 2025	243,470	4.900%	11/24/2025	—	—	—	5.5	—	2.4
DISCOVER BK 3.4% 2025	238,527	3.400%	8/8/2025	—	—	—	5.5	—	2.0
DORT FINL CR UN GRAND BLANC MI 4.75% 2027	230,542	4.750%	6/21/2027	—	—	—	5.4	—	3.8
FIRST CTZNS BK & TR CO RALEIGH 4.7% 2025	243,217	4.700%	10/28/2025	—	—	—	5.5	—	2.2
FIRST MO ST BK CAPE CNTY CAPE 4.8% 2026	243,785	4.800%	9/30/2026	—	—	—	5.4	—	2.9
GLOBAL FED CR UN ANCHORAGE AL 4.85% 2028	240,856	4.850%	3/22/2028	—	—	—	5.4	—	4.2
GOLDMAN SACHS BK USA 3% 2024	233,580	3.000%	3/6/2024	—	—	—	5.4	—	0.7
JEFFERSON CALIF ELEM SCH DIST 1.044% 09/01/2026	561,929	1.044%	9/1/2026	—	—	Aa1	4.9	—	3.0
LINCOLN NEB WEST HAYMARKET JT 5% 12/15/2025	498,506	5.000%	12/15/2025	—	AAA	Aa1	5.3	—	2.3
MEDALLION BK UTAH 4.5% 2027	457,079	4.500%	6/16/2027	—	—	—	5.5	—	3.6
MORGAN STANLEY BK N A 2.15% 2023	241,704	2.150%	7/25/2023	—	—	—	5.7	—	0.1
PENNSYLVANIA ST 0.95% 08/01/2025	646,064	0.950%	8/1/2025	—	A+	Aa3	5.2	—	2.0
PEOPLES BK CO COLDWATER OHIO 4.7% 2027	240,145	4.700%	3/17/2027	—	—	—	5.5	—	3.4
PORT SEATTLE WASH REV 2.836% 05/01/2024	491,163	2.836%	5/1/2024	—	AA-	A1	5.7	—	0.8
SAN JOSE EVERGREEN CALIF CMNTY 0.921% 09/01/2025	459,270	0.921%	9/1/2025	—	—	Aa1	5.1	—	2.1
SOUTHERN BK POPLAR BLUFF MO 4.5% 2027	238,265	4.500%	6/16/2027	—	—	—	5.5	—	3.6
SYNCHRONY BANK 5% 2028	240,416	5.000%	3/24/2028	—	—	—	5.3	—	4.1
UBS BK USA SALT LAKE CITY UT 4.6% 2026	240,621	4.600%	5/5/2026	—	—	—	5.5	—	2.7

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% 01/15/2024	486,596	0.125%	1/15/2024	—	—	Aaa	5.4	—	0.5
UNITED STATES TREAS NTS 0.125% 08/15/2023	497,203	0.125%	8/15/2023	—	—	Aaa	5.2	—	0.1
UNITED STATES TREAS NTS 0.25% 06/30/2025	1,369,635	0.250%	6/30/2025	—	—	Aaa	4.9	—	1.9
UNITED STATES TREAS NTS 0.375% 04/15/2024	480,981	0.375%	4/15/2024	—	—	Aaa	5.5	—	0.8
UNITED STATES TREAS NTS 0.375% 08/15/2024	947,217	0.375%	8/15/2024	—	—	Aaa	5.5	—	1.1
UNITED STATES TREAS NTS 0.5% 03/31/2025	1,389,126	0.500%	3/31/2025	—	—	Aaa	5.1	—	1.7
UNITED STATES TREAS NTS 0.75% 01/31/2028	1,462,889	0.750%	1/31/2028	—	—	Aaa	4.2	—	4.4
UNITED STATES TREAS NTS 0.75% 08/31/2026	670,626	0.750%	8/31/2026	—	—	Aaa	4.5	—	3.1
UNITED STATES TREAS NTS 0.75% 12/31/2023	1,417,607	0.750%	12/31/2023	—	—	Aaa	5.4	—	0.5
UNITED STATES TREAS NTS 0.875% 06/30/2026	675,585	0.875%	6/30/2026	—	—	Aaa	4.5	—	2.9
UNITED STATES TREAS NTS 1.125% 10/31/2026	675,586	1.125%	10/31/2026	—	—	—	4.5	—	3.2
UNITED STATES TREAS NTS 1.25% 03/31/2028	1,470,575	1.250%	3/31/2028	—	—	Aaa	4.2	—	4.5
UNITED STATES TREAS NTS 1.25% 04/30/2028	1,312,820	1.250%	4/30/2028	—	—	Aaa	4.2	—	4.6
UNITED STATES TREAS NTS 1.25% 12/31/2026	674,798	1.250%	12/31/2026	—	—	Aaa	4.4	—	3.4
UNITED STATES TREAS NTS 1.5% 01/31/2027	387,496	1.500%	1/31/2027	—	—	Aaa	4.4	—	3.4
UNITED STATES TREAS NTS 1.625% 10/31/2023	495,445	1.625%	10/31/2023	—	—	Aaa	5.3	—	0.3
UNITED STATES TREAS NTS 1.875% 02/28/2027	461,324	1.875%	2/28/2027	—	—	Aaa	4.4	—	3.5
UNITED STATES TREAS NTS 1.875% 06/30/2026	695,858	1.875%	6/30/2026	—	—	Aaa	4.5	—	2.9
UNITED STATES TREAS NTS 2% 02/15/2025	479,606	2.000%	2/15/2025	—	—	Aaa	5.2	—	1.6
UNITED STATES TREAS NTS 2.125% 03/31/2024	1,423,022	2.125%	3/31/2024	—	—	Aaa	5.5	—	0.7
UNITED STATES TREAS NTS 2.25% 03/31/2026	1,419,769	2.250%	3/31/2026	—	—	Aaa	4.6	—	2.6
UNITED STATES TREAS NTS 2.375% 02/29/2024	494,082	2.375%	2/29/2024	—	—	Aaa	5.5	—	0.6
UNITED STATES TREAS NTS 2.5% 03/31/2027	1,414,815	2.500%	3/31/2027	—	—	Aaa	4.4	—	3.5
UNITED STATES TREAS NTS 2.75% 02/15/2028	1,424,485	2.750%	2/15/2028	—	—	Aaa	4.2	—	4.2
UNITED STATES TREAS NTS 2.75% 04/30/2027	284,691	2.750%	4/30/2027	—	—	Aaa	4.4	—	3.6
UNITED STATES TREAS NTS 2.875% 09/30/2023	1,501,960	2.875%	9/30/2023	—	—	Aaa	5.3	—	0.2
UNITED STATES TREAS NTS 3.125% 08/31/2027	483,295	3.125%	8/31/2027	—	—	Aaa	4.3	—	3.8
UNITED STATES TREAS NTS 3.25% 06/30/2027	480,725	3.250%	6/30/2027	—	—	Aaa	4.4	—	3.7
UNITED STATES TREAS NTS 3.5% 09/15/2025	1,474,749	3.500%	9/15/2025	—	—	Aaa	4.9	—	2.1
UNITED STATES TREAS NTS 3.875% 12/31/2027	492,830	3.875%	12/31/2027	—	—	Aaa	4.3	—	4.1
UNITED STATES TREAS NTS 4.125% 10/31/2027	500,693	4.125%	10/31/2027	—	—	Aaa	4.3	—	3.9
VACAVILLE CALIF UNI SCH DIST 1.457% 08/01/2027	441,470	1.457%	8/1/2027	—	—	Aa2	4.9	—	3.9
WEBBANK SALT LAKE CITY UTAH 0.75% 2023	239,520	0.750%	12/29/2023	6/29/2023	—	—	5.5	—	0.5

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
WELLS FARGO BANK NATL ASSN 3.5% 2023	179,264	3.500%	11/9/2023	—	—	—	5.3	—	0.4
WISCONSIN ST GEN FD ANNUAL APP 3.218% 05/01/2027	712,488	3.218%	5/1/2027	—	AA	Aa2	4.9	—	3.5
Total Madison County Mass Transit District Agency	39,516,108	2.226%	2/25/2026	—	AA-	Aaa	4.9	—	2.5
Total Madison County Mass Transit District Agency	39,516,108	2.226%	2/25/2026	—	AA-	Aaa	4.9	—	2.5

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Comprehensive and Goal-Based Financial Planning

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

Retirement Planning

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

Insurance Solutions

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

Investment Management

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

Estate Planning

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

The Private Client Service Approach

- Personal Banking and Lending Services

Farm Management and Real Estate Brokerage

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

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

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

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Investment Policy

Madison County Mass Transit District

I. Scope

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

1. Pooling of funds

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

2. External Management of Funds

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

II. General Objectives

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

1. Safety

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

a. Credit Risk

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

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

b. Interest Rate Risk

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

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
- Investing operating funds primarily in shorter-term securities, with such maturities not to exceed 5 years.

2. Liquidity

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

3. Yield

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

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

III. Standards of Care

1. Prudence

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

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

2. Ethics and Conflicts of Interest

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

3. Delegation of Authority

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

IV. Investment Transactions

1. Authorized Financial Dealers and Institutions

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

2. Internal Controls

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

The internal controls shall address the following points:

- Control of collusion.

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

V. **Suitable and Authorized Investments**

1. **Investment Types**

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

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

invest in direct obligations of banks doing business in Illinois and savings banks or savings and loan associations incorporated under the laws of the State of Illinois or any other state. These instruments include interest-bearing savings accounts, interest-bearing certificates of deposit or interest-bearing time deposits or any other investments constituting direct obligations of banks and savings institutions. In all instances these types of investments shall be federally insured or collateralized for that amount which exceeds the limits of the federal insurance.

- e. Bankers' Acceptances. Time drafts drawn on and accepted by a commercial bank, otherwise known as bankers' acceptances. The District may invest in bankers' acceptances issued by domestic commercial banks possessing the highest rating issued by Moody's Investor Services, Inc. or Standard and Poor's Corporation.
- f. Commercial Paper. The District may invest in commercial paper issued by domestic corporations, which has received the highest rating issued by Moody's Investor Services, Inc. or Standard and Poor's Corporation. Eligible paper is further limited to issuing corporations that have total assets in excess of five hundred million dollars (\$500,000,000).
- g. Money Market Mutual Funds. The District may invest in money market mutual funds provided that the portfolio of any such money market mutual fund is limited to obligations that meet one of the following three criteria:
 - a) bonds, notes, certificates of indebtedness, treasury bills or other securities which are guaranteed by the full faith and credit of the United States of America as to principal and interest or obligations of the United States;
 - b) bonds, notes, debentures, or other similar obligations of the United States or its agencies; or
 - c) agreements to repurchase such obligations.
- h. Illinois Public Treasurers' Investment Pool. The District may invest funds in the Investment Pool to take advantage of the ability to invest for short periods of time.

- i. Credit Union Investment Accounts. The District may invest in insured dividend-bearing share accounts, share certificate accounts, and any other class of share accounts. The credit union must be chartered under United States or Illinois law, and must be insured with either the National Credit Union Administration or with other insurers jointly approved by the Directors of the Illinois Department of Financial Institutions and the Department of Insurance. Also, the credit union's principal office must be located in Illinois.
- j. Municipal Bonds. The District may invest in municipal bonds, both taxable and tax-exempt. The bonds shall be rated at the time of purchase within the 4 highest general classifications established by a rating service of nationally recognized expertise in rating bonds of states and their political subdivisions.
- k. Corporate Bonds. MCT may invest in obligations of corporations organized in the United States with assets exceeding \$500,000,000 if (1) such obligations are rated at the time of purchase at one of the 3 highest classifications established by at least 2 standard rating services and which mature not later than 3 years from the date of purchase, (2) such purchases do not exceed 10% of the corporation's outstanding obligations and (3) no more than one-third of MCT's investment portfolio may be invested in short term obligations of corporations.

2. **Security Selection**

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

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

3. Investment Restrictions and Prohibited Transactions

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

- a. Borrowing for investment purposes ("Leverage") is prohibited.
- b. Instruments known as Structured Notes (e.g. inverse floaters, leveraged floaters, and equity-linked securities) are not permitted. Investment in any instrument, which is commonly considered a "derivative" instrument (e.g. options, futures, swaps, caps, floors, and collars), is prohibited.
- c. Contracting to sell securities not yet acquired in order to purchase other securities for purposes of speculating on developments or trends in the market is prohibited.

4. Collateralization

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

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

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

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

5. Repurchase Agreements

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

VI. Investment Parameters

1. Diversification

The investments shall be diversified to minimize the risk of loss resulting from

over concentration of assets in specific maturity, specific issuer, or specific class of securities. Diversification strategies shall be established and periodically reviewed and approved on an annual basis.

2. Maximum Maturities

To the extent possible, the District shall attempt to match its investments with anticipated cash flow requirements. Investments in bankers' acceptances and commercial paper shall mature and become payable not more than one hundred eighty days (180) from the date of purchase. Corporate bonds shall mature and become payable not more than three (3) years from the date of purchase. All other investments shall mature and become payable not more than five (5) years from the date of purchase. The District shall adopt weighted average maturity limitations that should not exceed three (3) years and is consistent with the investment objectives.

VII. Reporting

1. Methods

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

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

2. Performance Standards

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

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

3. Mark to Market

The market value of the portfolio shall be calculated monthly and a statement of

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

VIII. Policy Considerations

1. Exemption

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

2. Adoption

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

Freedom of Information Act (FOIA) Report
June 2023

The following FOIA requests were received:

Rob Dorman
(Received 6/6/2023 –Response sent 6/13/2023)

Electronic copies of the ACT CAFR and the MCT CAFR and the ACT and the MCT annual budget for 2017, 2019, 2021 and 2023 in the original electronic format.

Rob Dorman
(Received 6/12/2023 –Response sent 6/19/2023)

Electronic copies of any and all emails from the following email addresses from Jan. 1, 2026 through today's date to any email address ending in @mct.org.

mark.ach@charter.net
jedda@att.net
laciampoli@gmail.com
pmcrae14@gmail.com
chrissy78@gmail.com

Additionally, please provide electronic copies of any and all emails sent from any and or all of them to each other from January 1, 2016, or the start of the individuals appointments to the ACT board if later.

Kurt Prenzler
(Received 6/29/2023 – Extension sent 7/7/2023)

1. All audited financial statements of Madison County Transit from 1980 to present (one statement per PDF),
2. All audited financial statements of ACT (Agency for Community Transit) from 1984 to present (one statement per PDF),
3. All minutes and recordings of board meetings of Madison County Transit from 1980 to present (one recording per file),
4. All minutes of recordings of board meetings of ACT from 1984 to present (one recording per file),
5. Articles of incorporation of MCT, and bylaws, 1980 to present,
6. Articles of incorporation of ACT, and bylaws, 1984 to present,
7. The purchasing policies in force for MCT, 1980 to present,
8. The purchasing policies in force for ACT, 1984 to present,
9. Advertising and documentation of requests for bids for MCT auditing work, 1980 to present,
10. Advertising and documentation of requests for bids for the ACT auditing work, 1984 to present,
11. Contracts of MCT for auditing work, 1980 to present,

12. Contracts of ACT for auditing work, 1984 to present,
13. Documents of the process of soliciting bids to outsource operations (transit) to third party companies (Mayflower, ACT, etc.), 1980 to present,
14. All contracts between MCT and third parties to outsource operations (transit) (Mayflower, ACT, etc.), 1980 to present, and
15. All contracts of MCT for (retained, regular) legal services, 1980 to present,
16. All contracts of ACT for (retained, regular) legal services, 1984 to present,
17. The annual compensation (with amounts paid into retirement accounts, and expense reimb. stated separately) paid to MCT board members and MCT executives, 1980 to present,
18. The annual compensation (with amounts paid into retirement accounts, and expense reimb. stated separately) paid to ACT board members and the five highest compensated executives, 1984 to present,
19. All Statements of Economic Interest, or statements of conflicts of interest, made by MCT board members and executives, 1980 to present,
20. All Statements of Economic Interest, or statements of conflicts of interest, made by ACT board members and the five highest compensated executives, 1984 to present,
21. Advertising and documentation of requests for bids to companies to manage retirement (e.g. 401k) accounts for ACT employees, 1984 to present, and
22. All contracts between ACT and companies that manage retirement (e.g. 401k) accounts, 1984 to present.
23. All Form 990 forms filed by ACT with the IRS from 1985 to present.

RESOLUTION 24-01

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

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

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

WHEREAS, the District, in an effort to purchase and operate equipment that will increase productivity, safety and cost effectiveness, is needing to replace its current boom mower with a purpose built self-propelled multi; and,

WHEREAS, it has been determined that it is in the best interest of the District to purchase one (1) Energreen ILF Kommunal Self Propelled Multi Tool with required attachments and safety items for the maintenance and repair of trails and other MCT owned Property; and,

WHEREAS, the District has received cost estimates and attachments for one (1) Energreen ILF Kommunal and is expected to be under the approved three hundred ninety-thousand-dollar (\$390,000.00) budget for the replacement equipment in the FY24 budget; and,

WHEREAS, the District will follow standard procurement guidelines and will issue an IFB to receive qualifying bids for award.

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

1. The Madison County Mass Transit District purchase one (1) Energreen ILF Kommunal Self Propelled Multi Tool with required attachments in an amount not to exceed three hundred seventy-five thousand dollars (\$375,000.00).
2. Ronald L. Jedda, Chairman, Christopher C. Guy, Vice Chairman, and/or Steven J. Morrison, Managing Director, of the District, and/or Philip S. Roggio, Deputy Executive Director of Agency for Community Transit, are hereby authorized and directed to take all action necessary to execute, complete, and perform all obligations associated with the purchase of a vehicle, including any and all amendments on behalf of and in a manner most beneficial to the Madison County Mass Transit District.

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

Ronald L. Jedda, Chairman

Christopher C. Guy

Allen P. Adomite

Andrew F. Economy

APPROVED as to Form:

Legal Counsel

MCT Trails Multi-Tool Equipment

To: SJ Morrison

From: Justin Dixon, Fleet Director

Subject: *Energreen ILF Kommunal*

Date: *July 20, 2023*

With the growing number of MCT Trails miles maintained, and the diverse array of landscapes, the need for a unique, multi-purpose equipment solution has been sought to improve the operation in a safe, flexible, and cost effective manner.

Below are a few of the current situations prompting this need:

- Clearing waterways around the MCT Trails, bridge structures, and ditches.
- Removing large items from a stable location or platform without driving equipment into challenging locations.
- Tackling the removal of large trees and branches safely and efficiently.
- Excavating, and moving dirt or rock without mobilizing the slow moving skid steer.
- Operating with total visibility to improve safety.

Fleet has identified a solution to address all of these issues in one piece of equipment. Energreen builds a line of equipment specifically designed for the functions required by an entity like MCT, State DOT's, County Highway Departments and Park Departments. They have 4 models in the Self-Propelled lineup offered. The piece of equipment called the Energreen America Model ILF Kommunal is an ideal size for MCT Trails needs. It is equipped with a series of attachments and is no larger than our current tractors footprint.

This unit will come with the following attachments and boom options making this unit a 6 in 1 machine.

- Hydrostatic Drive Transmission.
- Selectable 2-wheel/4-wheel drive with Crab Walk.
- Special Light Kit-US Certification
- Reversible Fans
- 24' Boom with 360 degree rotating head
- Hydraulic Quick Coupling
- Loader Frame w/Standard Bucket
- New Speed 150 2.5 HP 59" Flail Head with Quick Connect plating.
- Swinging Hammer Flails
- Forestry Head 120T 2.5HP
- Force-One w/hydraulic Rotator Kit (grappler)
- Hydraulic System for Blower

The Estimated Cost for this unit and all the attachments is: \$360,167.00.

This item is identified in the capital budget for FY2024 and would eliminate the need to replace the 2003 boom mower tractor. The boom attachment has met its useful life and is undersized for the work. The replacement cost of this unit is \$290,000.00. Additionally, the tractor/boom attachment is a single use item - and can only be used for a single job.

The Kommunal will have the ability to perform 6 different uses at the time of purchase, with the option to purchase a total of 18 attachments in the future. In addition, the position of the Kommunal cab increases visibility, and a camera system fed to a monitor in the cab provides rear viewing when in operation.

Public entities that have purchased these Energreen Multi-Tool units in the last 24 months include: South Carolina DOT, Virginia DOT, CALTRANS, Pinellas County, Florida, Alabama DOT, and Atlanta Hartfield Airport. There are also approximately 50 cities and counties operating the Energreen Multi-Tools throughout the U.S.

ILF KOMMUNAL 143HP



ENERGREEN[®] *America*
Professional Machines 

SELF-PROPELLED HYDROSTATIC MACHINES



SELF-PROPELLED
HYDROSTATIC MACHINES



BRUSHCUTTER

The Essential Multifunction Hydrostatic Machine

ILF **Kommunal** is a multifunction self-propelled tool-carrier equipped with a front quick coupling system that allows the installation of multiple attachments for management of vegetation, construction work and multi-season street maintenance.

Thanks to the fixed cabin and the front-mounted attachment, the operator can enjoy maximum visibility and comfort while working. In addition to the tool setted on the front side, it is possible to arrange different configurations to manage attachments also on the back side.

This self-propelled machine is equipped with the latest generation **Deutz engine** that provides **143 HP** in compliance with the **EPA Tier 4f** anti-pollution regulations.

ILF **KOMMUNAL**



STRENGTHS

ILF KOMMUNAL



STRENGTHS



Safety and Comfort

- FOPS-ROPS certified cabin
- High visibility panoramic windshield
- Excellent working ergonomics
- Stability Control Device



Quality

- Deutz 143 HP powerful engine
- EPA Tier 4f emission
- Heavy Duty hydrostatic transmission
- Main parts made with special steel



Multifunction

- Several tools available
- Green maintenance and forestry work
- Winter viability
- Construction work



Productivity

- Quick Connection System for the attachment
- More tools applicable at the same time
- Maximum maneuverability on all fields
- Maximum 360° visibility



MULTIFUNCTION

Multipurpose Machine for countless applications

ILF Kommunal is the ideal multifunction machine for those who daily have to face several kinds of job. Equipped with a quick attachment front system, this self-propelled machine can be quickly set up with several tools for green maintenance, construction sites work, all-season road services. Moreover, it is possible to arrange different configurations for the setting up of attachments on the back side.



360° VISIBILITY



GREAT VISIBILITY OF THE WHEEL



Total view of the Working Environment

When getting inside the ILF **Kommunal** the first surprising feature is the large windshield that offers a maximum 360° visibility for the full control of the working environment.

The adjustable steering wheel, comfortable seat and intuitive and ergonomic operation established immediately, a strong feeling between the operator and the machine, that, thanks to its equipment makes even the most tough working day much easier.



CABIN COMFORT



FOPS-ROPS
CERTIFIED

Maximum Safety and Comfort

ILF **Kommunal** cabin is certified according to the FOPS-ROPS regulation that guarantees the protection against overturning and objects fall.

The cabin is completely isolated and efficiently air-conditioned thanks to a sealing system: soft gasket are set on fixed and mobile glasses and the cabin is installed on elastic supports on sustain points. In this way, this multifunction machine is suited for working in dusty and noisy environments for many hours per day, still keeping a high level of comfort.

The cabin is available in three versions:
STANDARD - COMFORT - PRESTIGE



CABIN STANDARD

- FOPS-ROPS certified.
- Tilting and adjustable steering wheel.
- On-board computer for diesel engine control.
- Tilting and height-adjustable steering column.
- Adjustable air suspension seat.
- Electric reverser of the machine direction.
- Air conditioning system.
- Anti-pollen air conditioning filter.
- Adjustable armrest with joystick.
- Rear windows darked anti u.v.
- Front windscreen wiper.
- Rotating LED lamp.
- Divisible cabin door 60/40.
- Rear glove box.
- Internal courtesy light.
- External electrical socket 12 volt.
- Side pocket.
- Document holder.
- Cigarette lighter.
- Left rear-view mirror.
- Coat hanger.



CABIN COMFORT

In addition to the installation of the cabine "STANDARD"

- Cruise Control.
- Instant reverse pedal.
- Radio with Bluetooth/DAB.
- Retractable sunshade on front windshield.
- LED working lights.
- GRAMMER MAXIMO XXL seat with air suspension and adjustable lumbar shock absorber



CABIN PRESTIGE

In addition to the installation of the cabine "COMFORT"

- Monitor screen with 1 camera.
- Second flashing lights.
- Porthole with grille, curtain and windscreen wiper.
- Windshield wiper on the right side.
- Fire extinguisher.
- GRAMMER MAXIMO EVOLUTION DYNAMIC seat with larger seat dimensions, air suspension system, longitudinal shock absorber, side suspension, lumbar shock absorber and active climate control system



ADJUSTABLE STEERING WHEEL



MONITOR SCREEN WITH CAMERA



TOP PORTHOLE WITH GRILLE

CABIN STANDARD

CABIN PRESTIGE

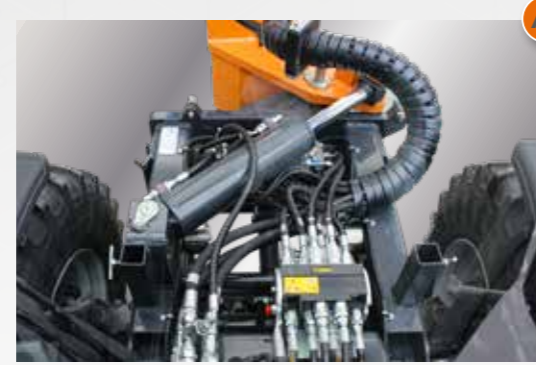
CABIN PRESTIGE

MULTIFUNCTION

MACHINE

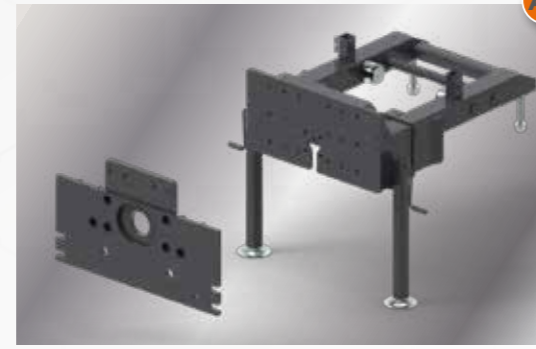
Multifunction Machine

The idea at the base of ILF **Kommunal** project is the extreme level of configuration. Hook and release quick system for the attachment allow a fast re-configuration of the machine, for switching from one kind of job to a completely different one, with a significant cost reduction. Moreover, upon request, it is possible to easily adapt third parts attachments.



A1

TELESCOPIC BOOM



A2

UNIVERSAL FRONT ATTACHMENT CONNECTION WITH DIN PLATE



A3

FRONT LOADER



A4

"HERCULES" (3 POINT HITCH) FRONT LIFTER



A

B

3 POINTS FIXED ATTACHMENT



BLOWER



TOW HOOK



EXTREME CUSTOMIZATION



A FRONT APPLICATIONS

- Boom
- Front loader
- Multipurpose bucket
- Concrete mixer bucket
- Pallet forks
- Snow blade
- Snow plow
- Snow blower
- Guardrail mower
- Mower
- Sweeper
- Traffic signals and road barrier cleaner
- Towing ballast

B REAR APPLICATION

- Blower
- Salt spreader
- Tow hook

QUICK ATTACHMENT



1
ALIGN THE MACHINE
TO THE ATTACHMENT

2
INSERT THE GUIDES AND
ATTACH THE ATTACHMENT

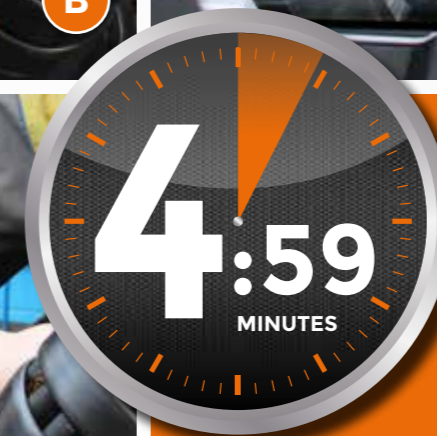
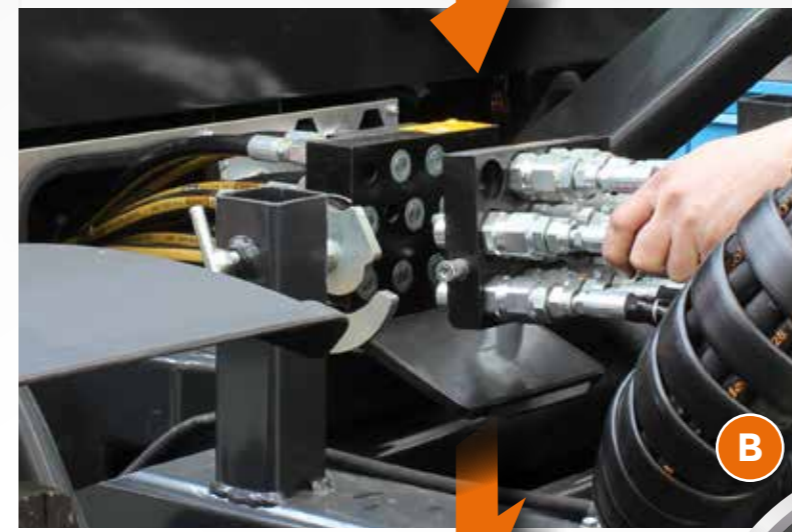
EASY AND FAST FRONT ATTACHMENT

The exclusive Energreen quick change design for ILF **Kommunal** has been inspired by the opportunity for a single operator to hook the attachment in complete autonomy. The system is smart: align the machine with the attachment, insert the guides, block the unit through the hydraulic hook device, connect

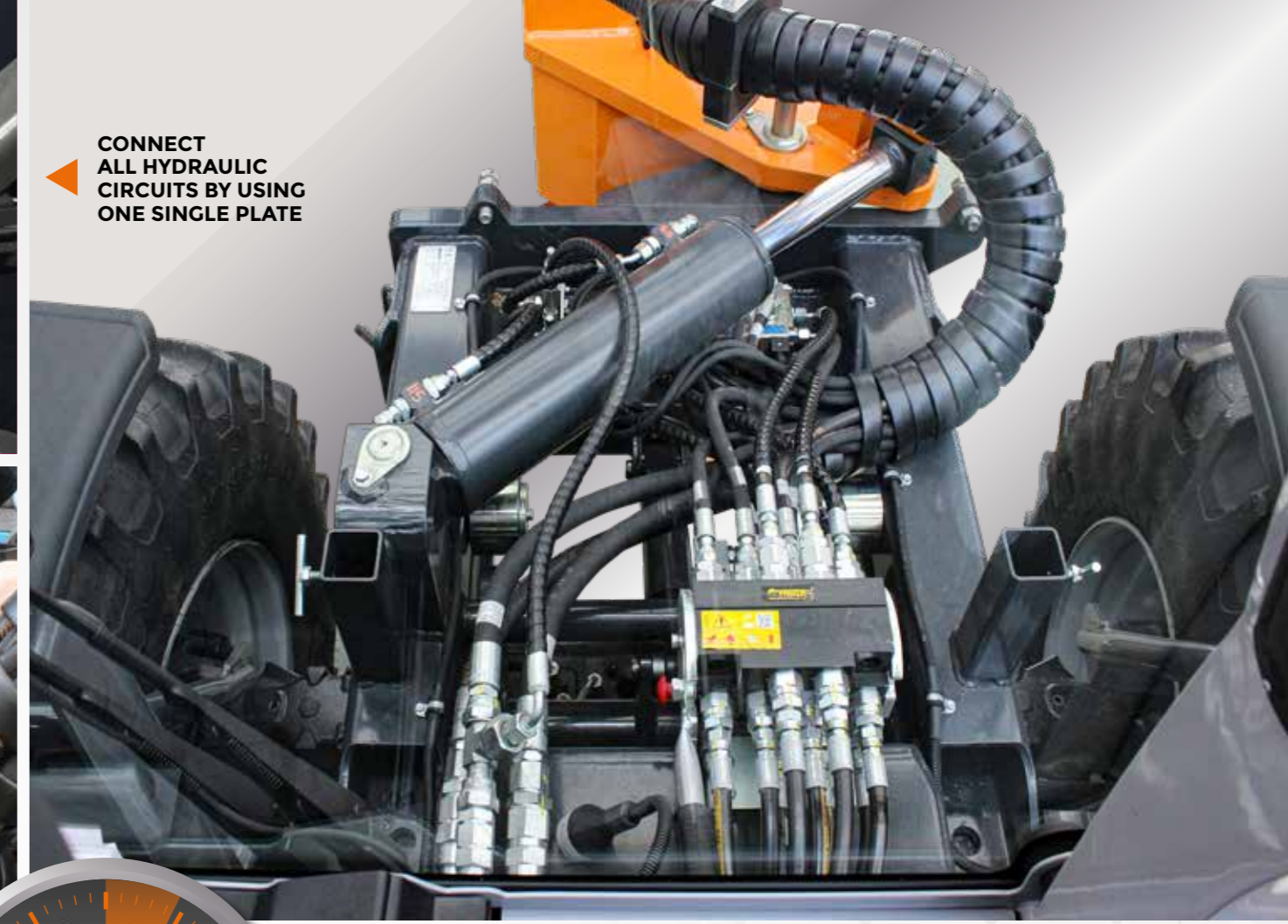
all hydraulic circuits with only one plate... and now you are ready to experience the maximum work performance! The hydraulic couplings interface is composed by a unique connection plate equipped with an exhaust system that drains the residual pressure in order to make the lock/unlock system much easier.



CONNECT
ALL HYDRAULIC
CIRCUITS BY USING
ONE SINGLE PLATE



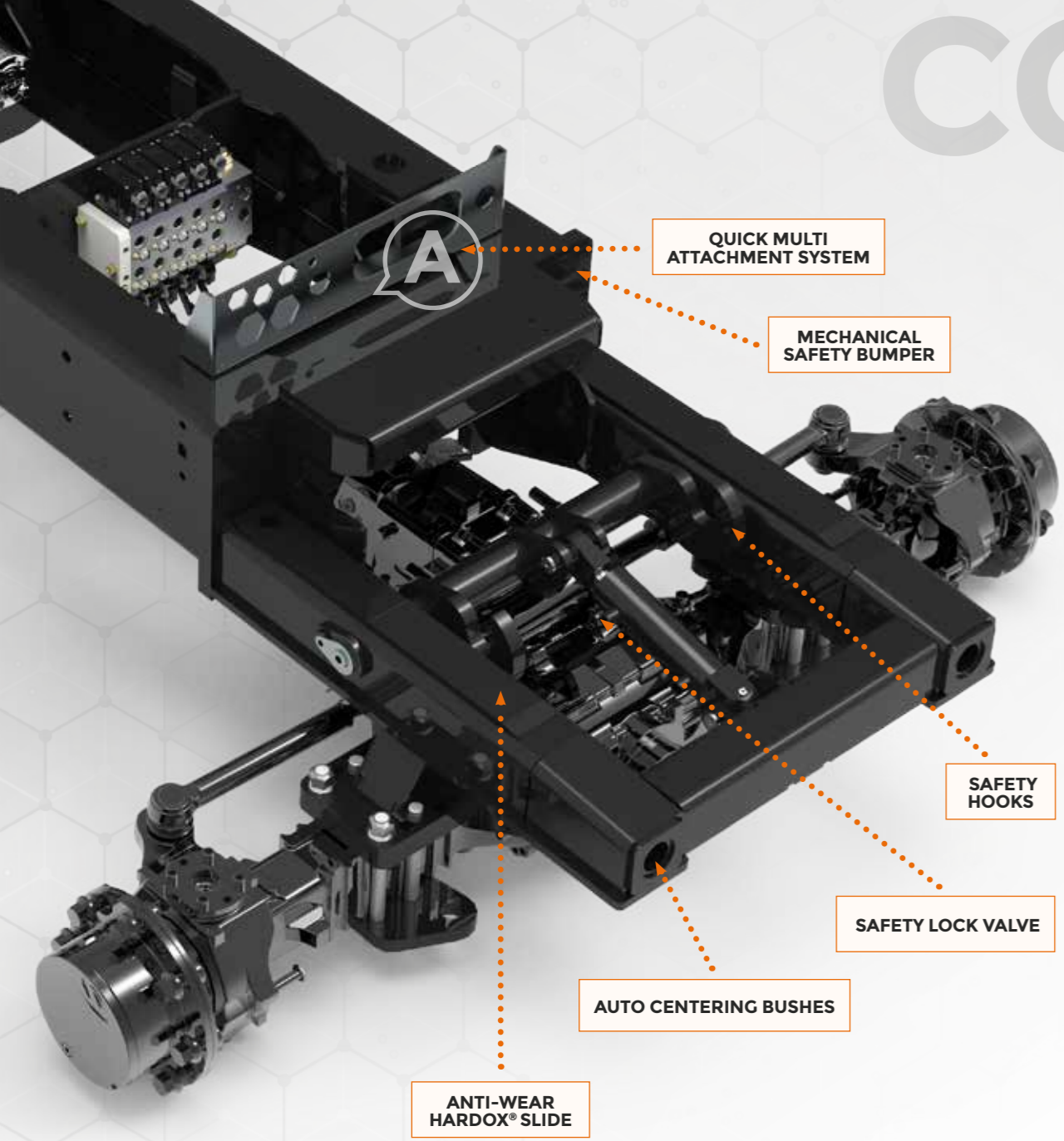
IN 4:59 MINUTES...
YOU'RE READY
FOR THE MAXIMUM
OPERATIVITY!



GO!



CONNECT



CONNECT Quick Attachment System

The exclusive quick attachment **CONNECT** system of ILF **Kommunal** allows the operator to set the attachments on the front side in a easy and fast way, while sitting in the cabin. It is composed with two ultra-resistant Hardox® slides, integrated into the frame through two bushing for the self-centering of the attachment and with a piston lock valve that allows to lock the two safety hooks.



FRONT QUICK ATTACHMENT



MULTI-CONNECTION PLATE (marked with 'A')





GREEN MAINTENANCE

Naturally Green

Energreen is a specialist in design and construction of machines and attachments for green maintenance and it has naturally used its experience in this multifunction self-propelled machine. Indeed, ILF **Kommunal** is incomparable when talking about green maintenance along routes and in others activity connected to the public green: grass cutting on roads edge, deforestation and also construction work. Together with specific and reliable professional attachments it is the ideal, economic and time-saver solution for all the needs related to roadways.



COMPACT
6.5 ^{21'}

COMPACT
7.2 ^{24'}

A1

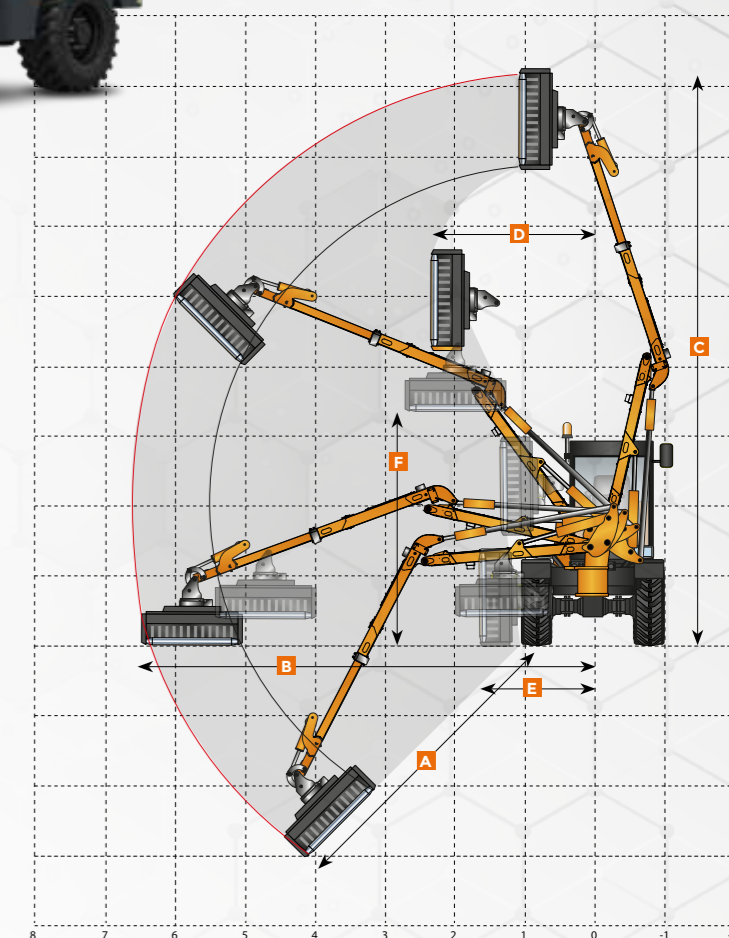


COMPACT BOOM

The main feature of the **COMPACT** boom is the adjustable geometry parallelogram. This one allows to reduce the total size of the boom, cancelling the dead zones on the road edges (in height too) and it also allows to extend lengthwise the tool in only one move. This movement is perfect when pruning the tops of hedges.

** Variable dimensions depending on the attachment*

MOD.	A	B	C	D	E	F
6.5	15'	22'	28'	8'	5'	11'
7.2	17'	24'	29'	8'	5'	11'



Technical and construction specifications may be subject to change without prior notice.



FAST 6
19'

FAST 7
24'

FAST 9
30'

A1

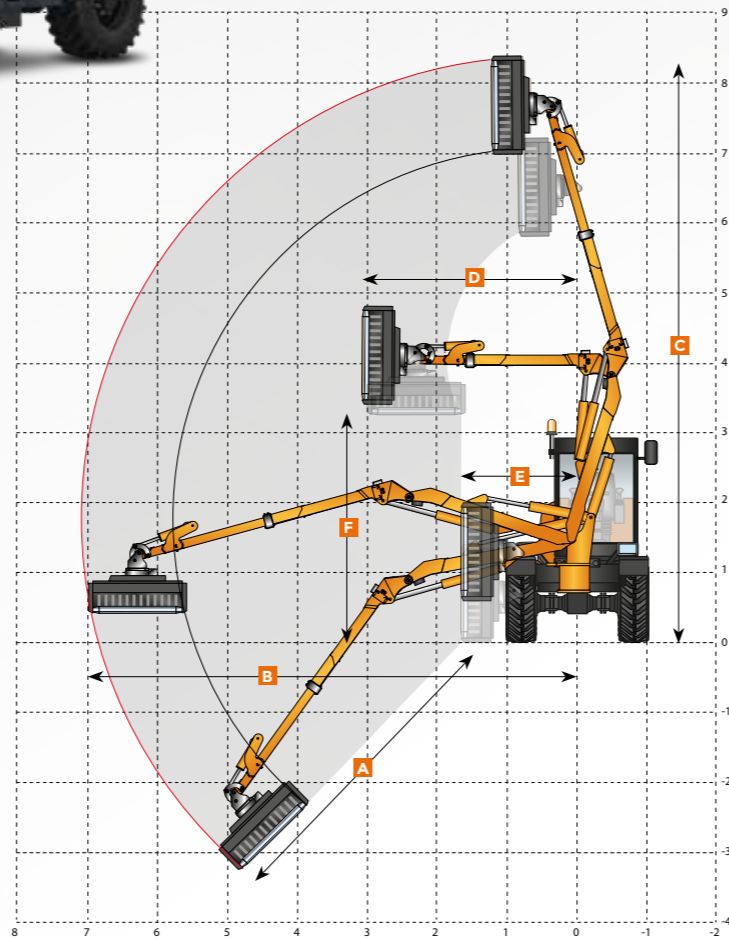


The **FAST** telescopic boom has been designed to work with an extension up to 29* ft and to reach a maximum height of 33* ft. Its particular geometry enhances the characteristics for road maintenance where it is required a combination of mowing along the roadside and a final work of deep trimming. The sturdy telescopic extension** allows great work flexibility and maximum performance even in difficult situations.

* Variable dimensions depending on the attachment.
** Fast 7 / Fast 9

MOD.	A	B	C	D	E	F
FAST 6	11,5'	19,6'	24'	10'	5,2'	10,5'
FAST 7	17,5'	24'	27,6'	10,3'	5,4'	10,6'
FAST 9	22,4'	29'	33'	10,3'	5,45'	10,7'

FAST BOOM



Technical and construction specifications may be subject to change without prior notice.



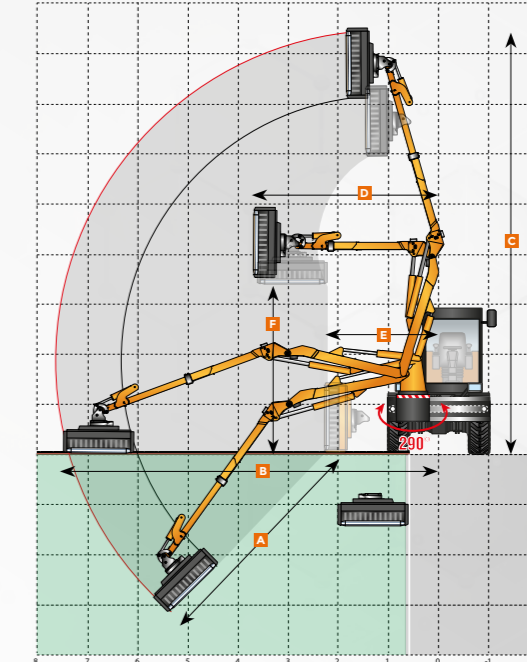
ORBITAL 7
24'

A1



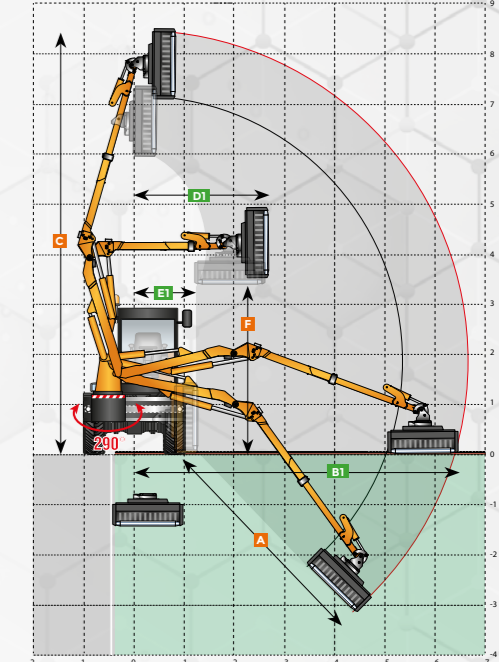
ORBITAL 7 is a sturdy telescopic boom designed to work on both sides of the street while maintaining minimum size on the road. This is possible thanks to a 290° rotating unit and to a hydraulic sideshift that allows the boom to make a horizontal movement from right to left and vice versa.

ORBITAL BOOM



WORK WITH RIGHT BOOM

A	B	C	D	E	F	B1	D1	E1
17,4'	24,6'	27,5'	11,8'	7,2'	10,5'	21,3'	8,5'	4'



WORK WITH LEFT BOOM

Technical and construction specifications may be subject to change without prior notice.



 **ATTACHMENT**

THE SUITABLE TOOL FOR EVERY JOB



CONVEYOR HEAD



FORESTRY HEAD



SAW BAR



**NEW SPEED
47" and 59"
FLAIL HEAD**

Special steel frame - Standard frontal hydraulic opening
Adjustable roller - Five types of rotor shaft
Engine 35 cc (2.5 HP) - Cutting diameter 3 1/2" max.
(Hydraulic opening is removable)



CUTTER BAR



POWER SHEARS



STUMP GRINDER



**RAIBER
DISCOVERY 840
BARRIER MOWER**



EXTRA TRUNK



**ORANGE
PEEL GRAPPLE**



TRUNK PINCERS



**ROTATOR UNIT
ROTATOR UNIT FOR 180°
ATTACHMENT ROTATION**



FORC-ONE



DITCH CLEANER



IRON BRUSH



CONSTRUCTION WORK

The Best option for Construction Work!

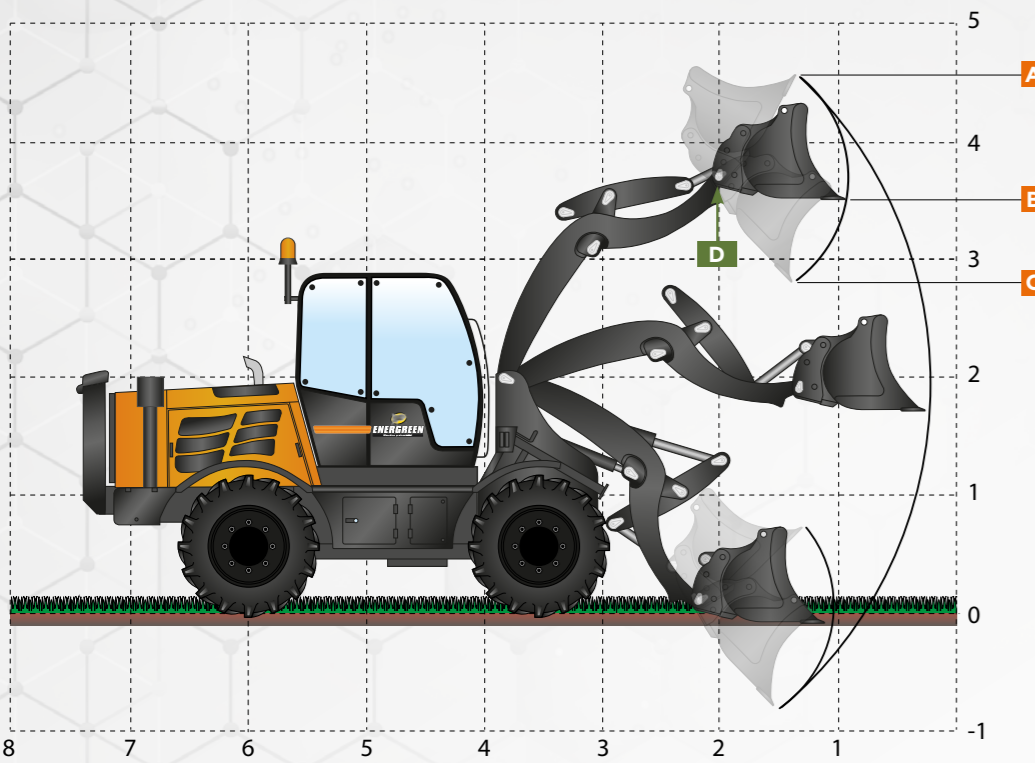
Energreen ILF **Kommunal** can be considered as a construction work machine, for excavation and earthmoving activity, able to respond quickly and completely to the frequent restoration or maintenance works that a municipal authority normally has to face.

Thanks to the front loader equipped with hydraulic quick change and various tools equipped also with quick couplings, the machine becomes extremely multifunctional and able to perform multiple jobs even in the construction sector such as earthmoving, transport of goods on pallet, sweeper, etc.



CUSTOMIZATION

A3



FRONT LOADER

FRONT LOADER with quick coupling. It is equipped with hydraulic quick release for the attachment: bucket, mixer bucket, forks. Maximum reliability and lifting power up to 13 ft high.

A	B	C	D	ft ³
15'	11'	9'	Load that can be lifted	Bucket volume
			3527 lbs	7,06 ft ³



STANDARD BUCKET



BUCKET MOD. 4X1



BUCKET MIXER



FORKLIFT ATTACHMENT

Technical and construction specifications may be subject to change without prior notice.

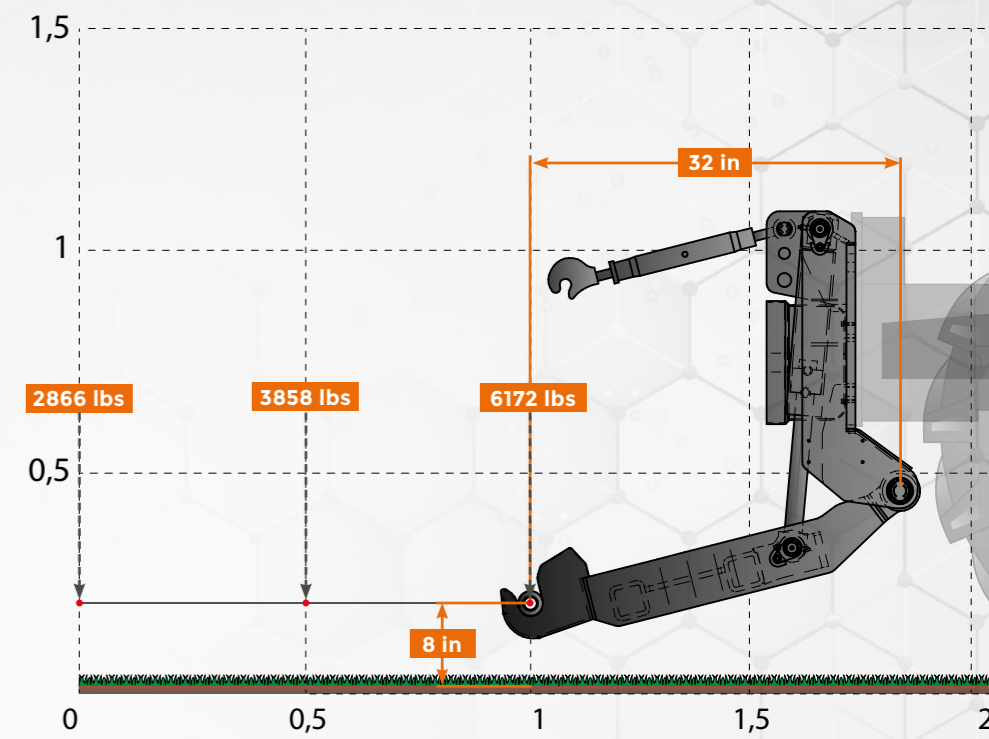
CUSTOMIZATION

A4



LINKAGE "HERCULES"

The **HERCULES** 3-point hitch with PTO front connection makes the ILF **Kommunal** a highly efficient machine in any kind of situation considering the possibility to install a wide range of commercial accessories by controlling them directly from the cabin, with full and direct control of all working operations.



Technical and construction specifications may be subject to change without prior notice.



FRONT SHREDDER



SIDE SNOW BLOWER



TOW KIT WITH HYDRAULIC BRAKING 10 T.





WINTER ROAD SERVICE

The solution for winter problems

The wide range of winter accessories that can be installed on the ILF **Kommunal** makes the machine particularly efficient both for salt spreading activity and for the removal of the snow-covered roadway.

RELIABILITY IN EVERY CRITICAL SITUATION



SNOW BLADE WITH ONE SECTION



SNOW PLOW



SNOW BLOWER



SNOW BLOWER SIDE

SALT SPREADER



SALT SPREADER



SELF LOADING SALT SPREADER



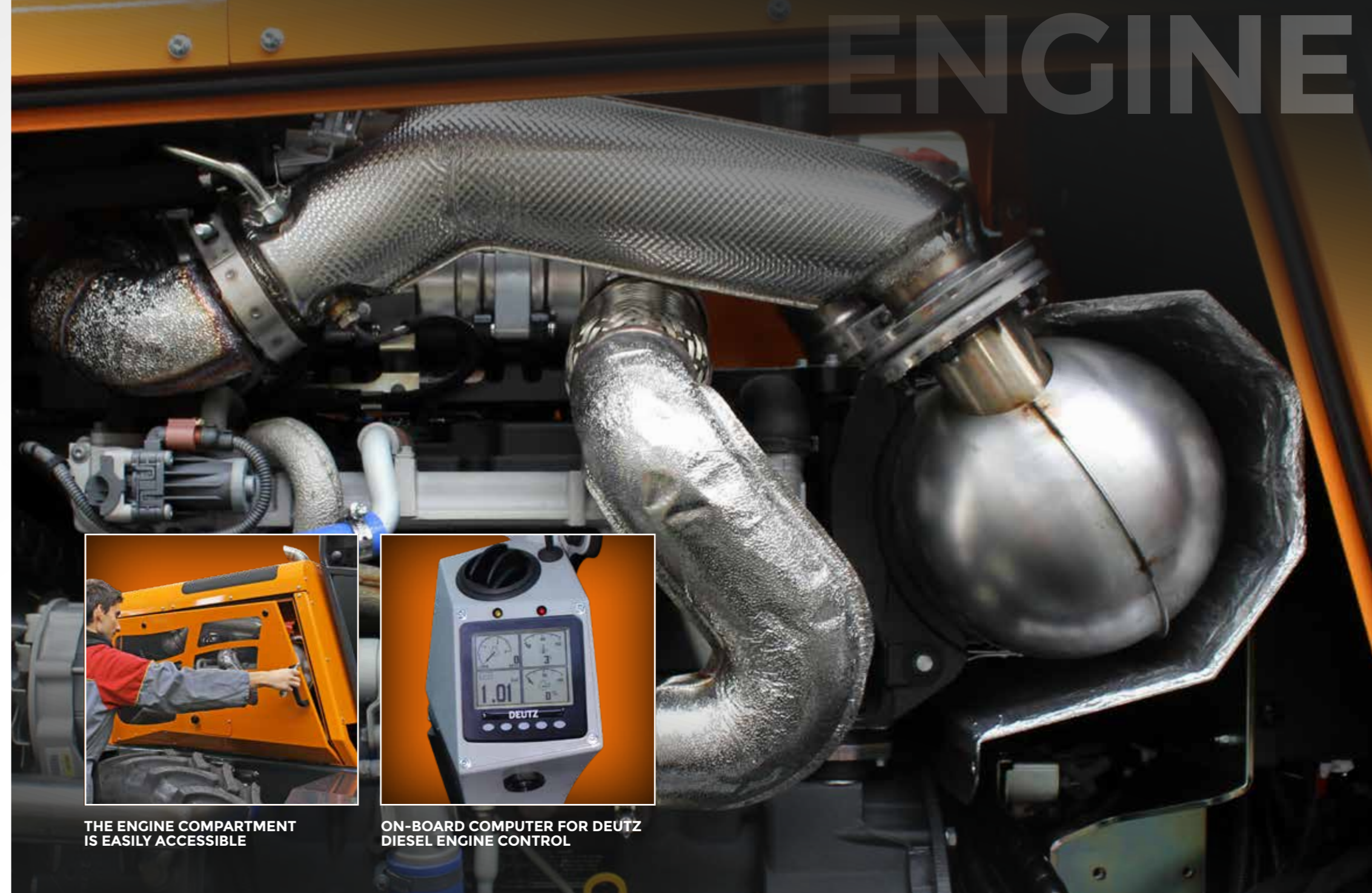
ILF KOMMUNAL

DEUTZ Power Engine

ILF Kommunal is equipped with a 143 HP 4-cylinder inline engine with liquid-cooled, external exhaust gas recirculation and EPA Tier 4f emissions.

The powerful Common Rail injection system at high pressure and the electronic engine control (EMR) with intelligent link to the drive management ensure optimum engine performance at low fuel consumption.

- Minimum consumption of operative liquids compared to competitors.
- Technical support and diagnosis provided by DEUTZ's worldwide service network.



THE ENGINE COMPARTMENT IS EASILY ACCESSIBLE



ON-BOARD COMPUTER FOR DEUTZ DIESEL ENGINE CONTROL

AGILITY

Agility and Accuracy in the Movements

The multifunction soul of this machine is highlighted also from the 4-wheel drive traction system, all steering, hydraulically configurable from the cab control in 3 different operating modes:

- **2 front steering wheels**, for the maximum agility on road movement.
- **4 steering wheels**, a system that halves the turning range of the machine, ideal for working in narrow areas.
- **4 parallel steering wheels (crab)**, useful for moving special tools or for moving away from an obstacle.



2 STEERING WHEELS



4 STEERING WHEELS CONCENTRIC



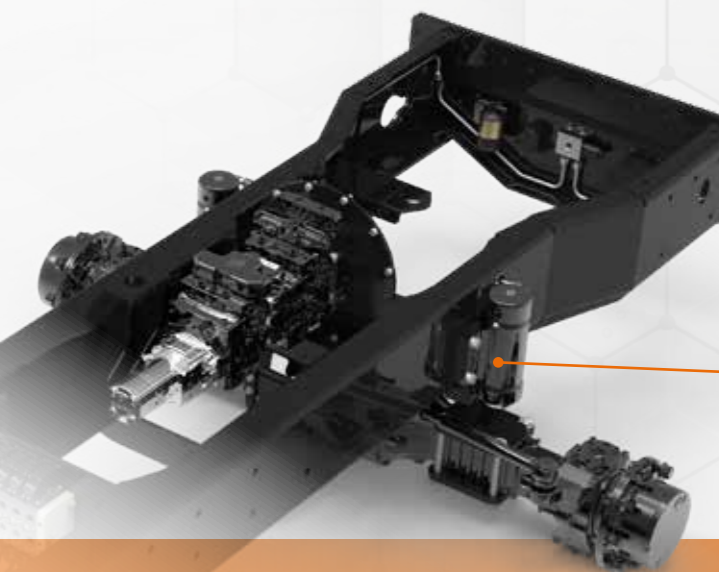
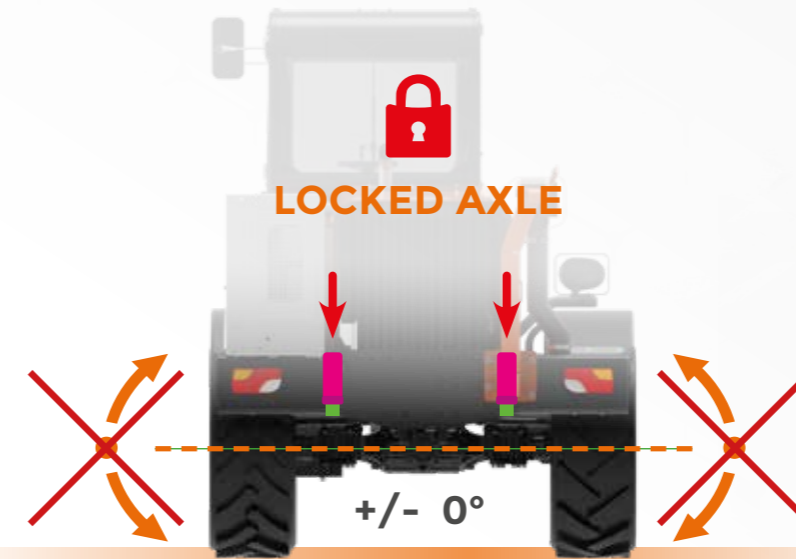
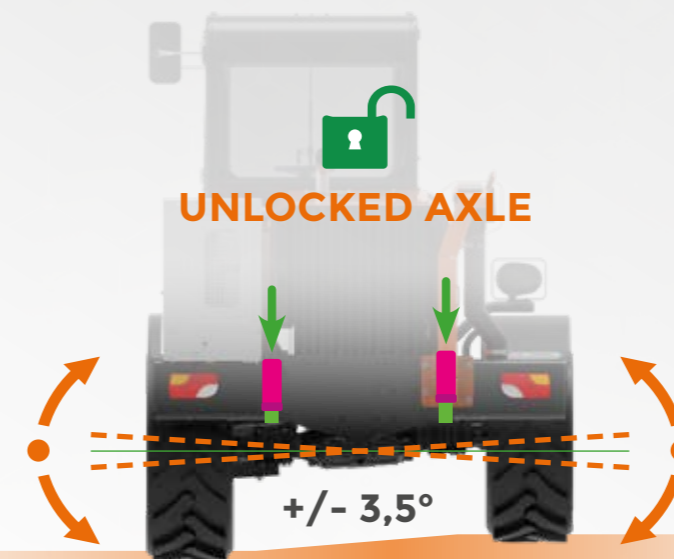
4 STEERING WHEELS PARALLEL



STABILITY

Stability Control Device

The **Stability Control Device** allows to lock the rear axle shift, increasing the stability of the machine, in order to guarantee the maximum level of performance and safety for the operator. This plus is given by two hydraulic jacks fixed on the chassis of the machine and controlled by the operator inside the cab.





QUALITY

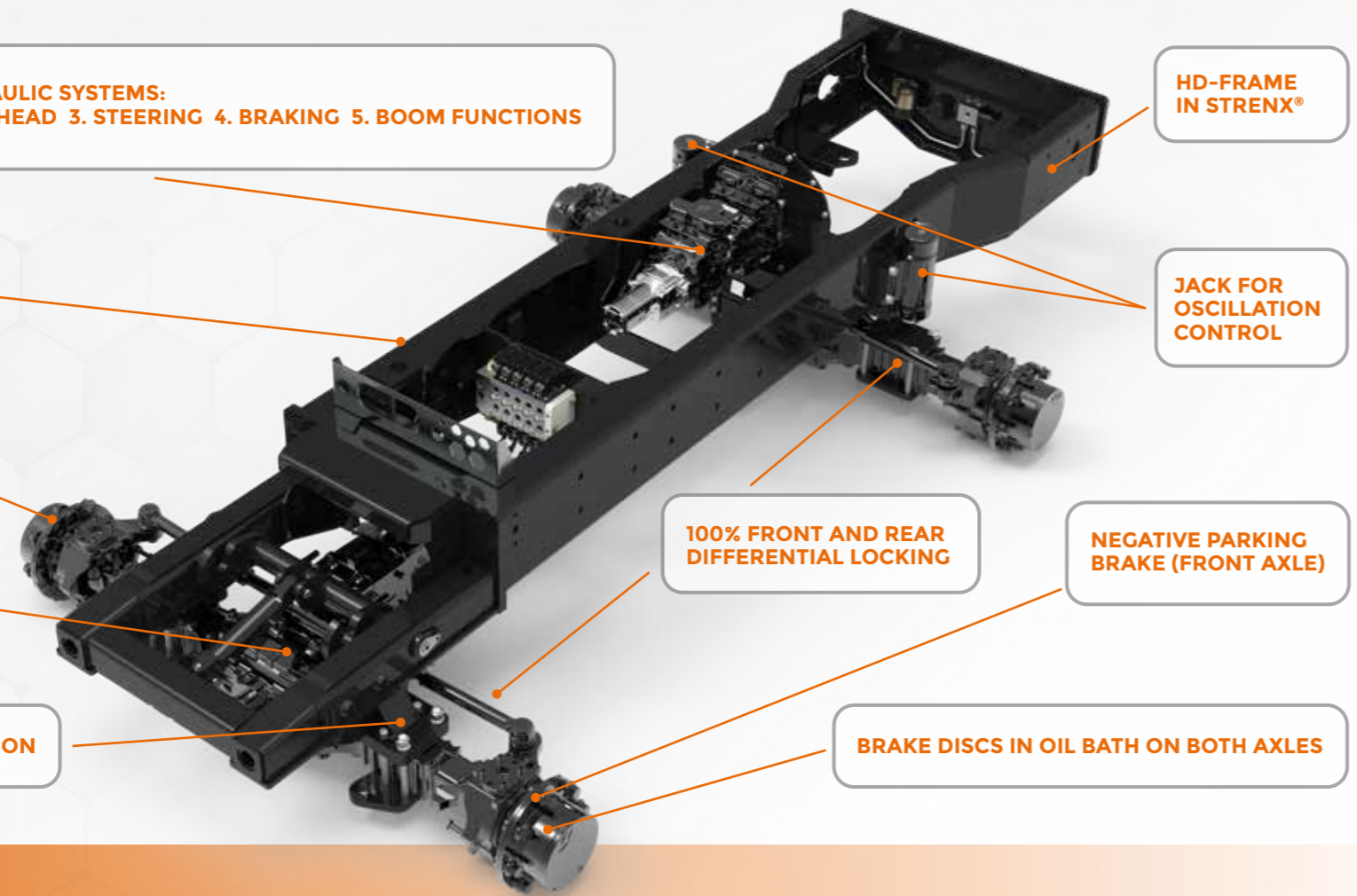
FIVE INDEPENDENT HYDRAULIC SYSTEMS:
1. MOVEMENT 2. CUTTING HEAD 3. STEERING 4. BRAKING 5. BOOM FUNCTIONS

INLET HIGH PRESSURE FILTER TO THE DISTRIBUTOR

4 WHEEL DRIVE

FIXED FRONT AXLE

HYDROSTATIC TRANSMISSION



HD-FRAME IN STREX®

JACK FOR OSCILLATION CONTROL

100% FRONT AND REAR DIFFERENTIAL LOCKING

NEGATIVE PARKING BRAKE (FRONT AXLE)

BRAKE DISCS IN OIL BATH ON BOTH AXLES



AUTO LUBE
Automatic greasing system
OPTIONAL

The **AUTO LUBE** system is built with an electric greasing pump, electronically controlled, that allows to work independently and to be programmed to ensure the best grease of pins and bushing of the boom and of hydraulic cylinders. Moreover, this system allows an important reduction of maintenance hours.

JOYSTICK
Simple and intuitive

High quality joystick with proportional main controls that allows a precise and smooth control of the attachments. It allows to move up to 3 boom functions at the same time with an excellent gradual movement.



VEGETATION
MAINTENANCE



WINTER ROAD
SERVICE



CONSTRUCTION
SITES WORK



FORESTRY
WORKS



MULTIFUNCTION

Multifunction Machine for 1000 applications

ILF **Kommunal** is a multifunction machine,
essential for those who use different
attachments for multiple jobs.

It can be configured very quickly
with the quick coupling system of the attachment.
The wide range of accessories available makes it
uncomparable from the economic point of view if compared
to an agricultural tractor. It can be used for vegetation
and winter roads maintenance, it can replace dedicated
machines such as sweepers, forklifts or wheel loaders, etc.

ILF **Kommunal** is the best choice for a year-round use,
a unique multifunction tool!



TECHNICAL DATA

TECHNICAL DATA AND DIMENSIONS



Hydraulic braking (10 T) OPTIONAL



Tools compartment



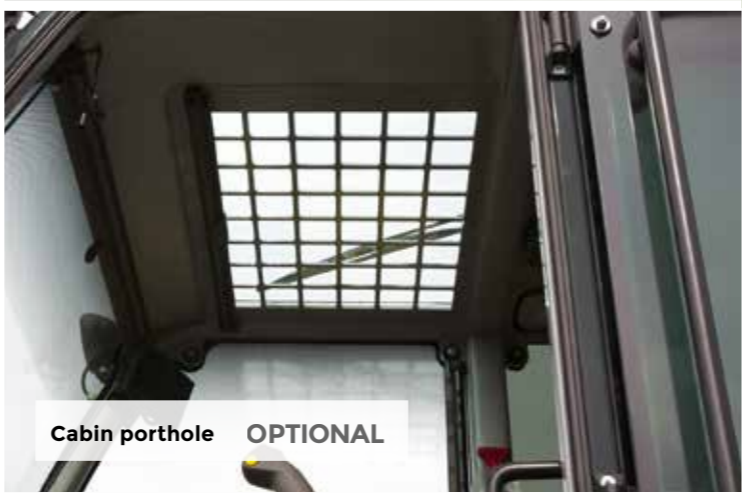
Integrated steps



Backup camera OPTIONAL



CLEANFIX® reversible self-cleaning fan OPTIONAL



Cabin porthole OPTIONAL

CABIN

Cabin homologation	ROPS - FOPS (1 st level)
Steering wheel	Adjustable
Joystick	Electronic
Rotary lamp	Switch inside the cabin
Air conditioning	Electronic
Rear glasses	Darkened anti UV
Adjustable seat	Air suspension
Power socket	12 V

ENGINE

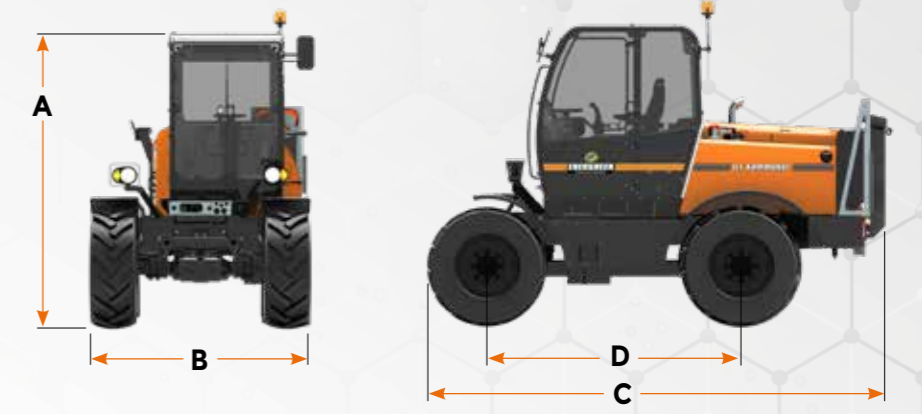
Brand	Deutz TCD 3.6
Type	4 Cylinders Diesel
Power	143 HP
Injection	Common Rail
Exhaust emissions	EPA Tier 4f
Alternator	120 A.
Fuel tank capacity	43 gal
Reversible self cleaning fan	CLEANFIX (optional)
Pre-heating air engine intake	
Air intercooler radiator	
Reinforced cooler radiator	
Computer for visualization engine data	

TRANSMISSION AND BRAKES

Transmission	Hydrostatic
Traction	4x4 (permanent)
Steering radius	7 ft
Tires	Standard: 445/65 R. 22,5
Speed variation	0 - 24 mph (continuous)
Manual gearbox	2 gears
Wheel alignment	Electronic control
Front axle	Fixed
Rear axle	Oscillating
Steering axles	2 steering axles
Axle block	Front 100% Rear 100%
Parking brake	Negative
Service brakes	6 discs for axle

SIZE AND WEIGHT

A Height	116 in
B Width	89* - 97** in
C Length	176 in
D Wheelbase	69 in
Peso (Without attachment)	14.374 lb
Peso (With attachment)	23.148 lb



HYDRAULIC SYSTEM

Pumps and motors in closed circuits	
High flow pump	Piston
Trasmission pump	Piston
Pumps and motors in open circuits	
Boom movements	Gear
Brakes system	Gear
Steering system	Gear
Hydraulic distributor	Proportional
Hydraulic oil	Standard: ISOVG H46



TIRES

WIDE RANGE OF TIRES FOR EVERY TYPE OF USE; TIRES FOR BOTH OFF-ROAD AND ON THE ROAD

STANDARD
ROAD AND OFF-ROAD

CONTINENTAL / MITAS
MPT 445/65 R 22,5

OPTIONAL
ROAD

NOKIAN
460/65 R 24

OPTIONAL
ROAD

MICHELIN XF 18
445/70 R 19,5

OPTIONAL
OFF-ROAD

ALLIANCE 600/50
R 22,5 331 8 F offset - 25

TIRES - ACCESSORIES - OPTIONAL

* With Mitas tires 445/65 R 22,5
** With Alliance tires 600/50 R 22,5
Technical and construction specifications may be subject to change without prior notice.



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PROFESSIONAL MACHINES AND ATTACHMENT



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Photo, technical and constructive characteristics subjected to modification without reporting requirement.

RESOLUTION 24-02

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

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

WHEREAS, the District adopted its Capital Budget effective July 1, 2019, which includes a transit transfer center, park and ride lot, and various bikeway projects; and,

WHEREAS, the projects will be located on property that will be acquired or developed with the assistance of federal, state, or local funds; and,

WHEREAS, such property acquisitions are required to conform to the Uniform Relocation Assistance and Real Property Acquisition Act (URA); and,

WHEREAS, the District requires the services of a qualified firm to provide real property acquisition services in accordance with the URA; and,

WHEREAS, the District solicited and received qualification statements from three interested firms, resulting in interviews; and,

WHEREAS, it was determined to be in the best interest of the District to negotiate and execute an agreement with Volkert, Inc., of Collinsville, Illinois, to provide land acquisition services for various property acquisitions; and,

WHEREAS, said agreement with Volkert, Inc., of Collinsville, Illinois, was executed on January 7, 2019, after adoption of Resolution 19-10 by the District at its regular meeting of October 25, 2018; and,

WHEREAS, said agreement with Volkert, Inc., of Collinsville, Illinois, was amended after adoption of Resolution 20-34 by the District at its regular meeting of February 28, 2020; and,

WHEREAS, said agreement with Volkert, Inc., of Collinsville, Illinois, was amended after adoption of Resolution 22-14 by the District at its regular meeting of September 30th, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND THE BOARD OF TRUSTEES OF THE DISTRICT THAT:

1. Ronald L. Jedda, Chairman, Christopher C. Guy, Vice Chairman, and/or Steven J. Morrison, Managing Director of the District, and/or Philip S. Roggio, Deputy Executive Director of Agency for Community Transit, are hereby authorized to amend the existing agreement with Volkert, Inc., Collinsville, Illinois, for land acquisition and related services for the various property acquisitions needed for the District's capital projects, as set forth in Attachment A.
2. The District Capital Budget line items be increased by an amount commensurate with the expense incurred as a part of the property acquisition cost.

3. The District increase the Assigned Fund Balance by an amount proportional to the local match required for federal, state, or local grants.
4. Ronald L. Jedda, Chairman, Christopher C. Guy, Vice Chairman, and/or Steven J. Morrison, Managing Director of the District, and/or Philip S. Roggio, Deputy Executive Director of Agency for Community Transit, are hereby authorized and directed to take all action necessary to execute, complete, and perform all obligations associated with the agreement, including any and all change orders, and to take any such further actions as are necessary and appropriate on behalf of and in a manner most beneficial to the District.

ADOPTED by the Madison County Transit District, Madison County, Illinois, on this twenty-seventh day of July 2023.

Ronald L. Jedda, Chairman

Christopher C. Guy

Allen P. Adomite

Andrew F. Economy

APPROVED as to Form:

Legal Counsel

**AMENDMENT NO. 3 TO
GENERAL CONDITIONS FOR LETTER AGREEMENT**

This Amendment No. 3 is made to modify the General Conditions for Letter Agreement dated January 7, 2019 by and between Madison County Mass Transit District, referred to as the OWNER, having its principal office at One Transit Way, P.O Box 7500, Granite City, Illinois 62040, and Volkert, Inc., hereinafter referred to as the CONSULTANT, whose address is 1500 Eastport Plaza Drive, Suite 200, Collinsville, Illinois 62234.

SECTION I – SCOPE OF WORK: Exhibit C, Fee Schedule, is amended with updated Exhibit C attached.

SECTION II – COMPENSATION AND TERMS OF PAYMENT: Letter E is hereby amended as follows:

The total compensation for professional services shall not exceed \$250,000 unless authorized by OWNER. The CONSULTANT shall not exceed this ceiling price except at its own risk.

SECTION III – MISCELLANEOUS: Letter E, Time of Completion, is hereby amended as follows:

In accordance with the Standard of Care set out herein, all services under this Agreement will commence upon authorization to proceed from the OWNER and will expire on December 31, 2024 This Agreement may be extended with mutual need and written approval of both parties.

MADISON COUNTY TRANSIT:

VOLKERT, INC.

By: _____

By: _____

Print name: SJ Morrison

Print name: Jason A. Watters

Title: Managing Director

Title: Regional Vice President

Date: _____

Date: _____

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

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 is using local funds to pay for the preliminary design work to investigate a potential Nickel Plate Trail connection to Ginger Creek and Lakewood subdivisions; and,

WHEREAS, the District requires the services of a qualified firm to provide design engineering services to assist with the implementation of the aforesaid Ginger Creek Connector and Lakewood Connector Projects; and,

WHEREAS, the District has previously retained Thouvenot, Wade & Moerchen, Inc (TWM, Inc.), of Swansea, Illinois, to complete professional engineering and surveying services for the design of various District trail facilities; and,

WHEREAS, it has been determined to be in the best interest of the District and the residents of Madison County, Illinois, to award a contract to TWM, Inc., of Swansea, Illinois, to provide preliminary design engineering services for the Ginger Creek Connector and Lakewood Connector Projects located in Glen Carbon, Illinois.

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

1. Madison County Mass Transit District authorizes the award of a contract to TWM, Inc., of Swansea, Illinois, not to exceed fifty two thousand eight hundred nineteen dollars (\$52,819.00) to provide preliminary design engineering services for the Ginger Creek Connector and Lakewood Connector Projects located in Glen Carbon, Illinois, subject to the terms and conditions of the District's standard AIA B102 Agreement.
2. Ronald L. Jedda, Chairman, Christopher C. Guy, Vice Chairman, and/or Steven J. Morrison, Managing Director, of the Madison County Mass Transit District, and/or Philip S. Roggio, Deputy Executive Director of Agency for Community Transit, are hereby authorized and directed to take all action necessary to execute, complete, and perform all obligations associated with the contract, including any and all change orders, and to take any such further actions as are necessary and appropriate on behalf of and in a manner most beneficial to the Madison County Mass Transit District.

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

Ronald L. Jedda, Chairman

Christopher C. Guy

Allen P. Adomite

Andrew F. Economy

APPROVED as to Form:

Legal Counsel



AIA® Document B102® – 2017

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the date the last party signs.
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Madison County Mass Transit District
1 Transit Way
Pontoon Beach, IL 62040
Telephone Number: 618-797-4600
Fax Number: 618-797-7547

and the Engineer :
(Name, legal status, address and other information)

Thouvenot, Wade & Moerchen Inc.
204 Evergreen Lane, Unit B
Glen Carbon, IL 62034
Telephone Number: 618-656-4040

for the following (hereinafter referred to as "the Project"):
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

Ginger Creek & Lakewood Connections No. 24-1-20500

The Owner and Engineer agree as follows.

References herein to "Architect" shall be deemed "Engineer".

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	ARCHITECT'S RESPONSIBILITIES
2	OWNER'S RESPONSIBILITIES
3	COPYRIGHTS AND LICENSES
4	CLAIMS AND DISPUTES
5	TERMINATION OR SUSPENSION
6	COMPENSATION
7	MISCELLANEOUS PROVISIONS
8	SPECIAL TERMS AND CONDITIONS
9	SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)

Provide professional engineering and land surveying services for the project as outlined in Attachment B Engineer's Proposal.

§ 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

(List name, address, and other contact information.)

Justin Venvertloh, P.E.
(618) 656-4040 Phone
jvenvertloh@twm-inc.com

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3.

§ 1.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 Employers' Liability with policy limits not less than five hundred thousand dollars (\$ 500,000) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$ 1,000,000) per claim and one million dollars (\$ 1,000,000) in the aggregate.

§ 1.5.7 **Additional Insured Obligations.** The Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
(List name, address, and other contact information.)

Phil Roggio, Director of Capital Projects
Tel: 618-797-4600
Cell: 618-381-8865
proggio@mct.org

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 2.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 Mediation

§ 4.2.1 Reserved.

§ 4.2.2 Reserved.

§ 4.2.3 Reserved.

§ 4.2.4 The method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- Arbitration pursuant to Section 4.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (*Specify*)

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the Owner's chief executive officer. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Engineer mails or otherwise furnishes a written appeal to the chief executive officer. In connection with any such appeal, the Engineer shall be afforded an opportunity to be heard and to offer evidence in support of his/her position. The decision of the chief executive officer shall be binding upon the Engineer and the Engineer shall abide by the decision, subject only to dispute resolution as provided herein.

Performance During Dispute - Unless otherwise directed by the Owner, Engineer shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents, or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Owner and the Engineer arising out of or relating to this contract or its breach will be decided by arbitration administered by the United States Arbitration and Mediation (USA&M) unless the parties agree to a different arbitration tribunal or to conduct the arbitration without the use of an arbitration tribunal. In the event that any suit is brought in connection with this contract, including a suit to compel arbitration or to enforce any arbitration decision, it shall be brought in the Circuit Court of the Third Judicial Circuit, Madison County, Illinois, which forum shall have sole and exclusive jurisdiction and venue of the parties and the matter and each of the parties does consent to personal jurisdiction in that court. Prior to the initiation of any dispute resolution procedure, the parties agree to confer in good faith to resolve the matter in dispute. If agreed to by both parties, disputes may be resolved by a mutually agreed-to alternative dispute resolution process that may include structured negotiations different from the remedies herein, mediation or arbitration.

Rights and Remedies - The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder, except as otherwise provided herein, shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the Owner or

Engineer shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 4.3 Arbitration

§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 4.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.4 Consolidation or Joinder

§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 5.7
(Paragraphs deleted)
Reserved.

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate
(Check the appropriate box.)

- One year from the date of commencement of the Architect's services
- One year from the date of Substantial Completion
- Other
(Insert another termination date or refer to a termination provision in an attached document or scope of service.)

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

Not-to-exceed amount of \$52,819.00, in accordance with Attachment B – Engineer's Proposal.

§ 6.2 Compensation for Reimbursable Expenses

§ 6.2.1
(Paragraphs deleted)

See Attachment B – Engineer's Proposal.

§ 6.2.2 Reserved.

§ 6.2.3 Reserved

§ 6.3 Payments to the Architect

§ 6.3.1 Initial Payments

None

(Paragraph deleted)

§ 6.3.2 Progress Payments

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Provided that an invoice is received by the 10th day of a month, the Owner will make payment not later than the 1st day of the following month. If an invoice for payment is received by the Owner after the date fixed above, payment will be made by the Owner not later than sixty (60) calendar days after the Owner received the invoice.

(Paragraph deleted)

§ 6.3.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201TM-2017, General Conditions of the Contract for Construction.

§ 7.3 Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other.

§ 7.4 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. Unless otherwise mutually agreed, the parties will use AIA Document E203TM-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.4.1 Reserved.

§ 7.5 Reserved.

§ 7.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 7.7 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.8 With the Owner's written approval, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 Except as required by law, if the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 8.1 Notices. Any notice required under this contract shall be in writing, dated and signed by the party giving such notice or by a duly authorized representative of such party. Notices shall not be effective unless transmitted by any method that provides confirmation of transmission and delivery (e.g. certified mail with return receipt, or an email whereby the recipient replies to the sender).

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B102™–2017, Standard Form Agreement Between Owner and Architect

.2

(Paragraphs deleted)

Reserved

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204–2017 incorporated into this Agreement.)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

Attachment C – State of Illinois Provisions
Attachment D – Lobbying Certification

.4 Other documents:

(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

Init.

Attachment A – MCT General Terms and Conditions (1 page)
Attachment B – Engineer’s Proposal dated July 18, 2023 (7 page)



This Agreement entered into as of the day and year the last party signs.

OWNER *(Signature)*

SJ Morrison, Managing Director
(Printed name and title)

(Date)

ARCHITECT *(Signature)*

Justin Venvertloh, P.E. Project Manager
(Printed name, title, and license number, if required)

(Date)



1. **DEFINITIONS.** The following definitions shall be part of any Contract awarded or order placed:
 - "ACT" – Agency for Community Transit, Inc., an Illinois not-for-profit corporation qualified under IRC 501(c)(3).
 - "Addendum" – Written clarification or revision to this solicitation issued by the Owner.
 - "Approved Equal or Substitution" – An item or service which has been approved by the Owner as equal to the brand name item originally specified.
 - "Bidder" or "Offeror" – An individual or business entity submitting a bid or offer in response to this solicitation.
 - "Contract" – This solicitation, any addendum to this solicitation, the bid or proposal submitted in response to this solicitation, and fully executed agreement.
 - "Contractor" – The bidder or proposer awarded a Contract.
 - "Executive Director" – Chief executive officer of ACT.
 - "Managing Director" – Chief executive officer of MCT.
 - "MCT" – Madison County Mass Transit District; a unit of local government.
 - "Owner" – The entity receiving the product or service.
 - "Solicitation" – This document, which establishes the bidding and Contract requirements and seeks bids or proposals to meet the purchase needs as identified herein.
 - "Subcontractor" – An individual or company hired by the Contractor to perform a specific task as part of the overall project.
 - "Vendor" – Another name for Contractor.
2. **COMPENSATION.** Vendor will be compensated for actual services rendered and products delivered in accordance with the Contract and/or purchase order.
3. **INVOICING AND PAYMENT.** The contract or purchase order number shall be referenced on all packing slips and invoices. Invoices shall be dated and submitted to the Owner no later than the 10th of the month following delivery of products and/or completion of services. Submit invoices to accountspayable@mct.org.

Unless otherwise specified in the Owner's solicitation or mutually agreed by the parties, payment of the above compensation will generally be made within 45 days of Vendor's invoice for products and services authorized, accepted and approved by the Owner. Vendor shall accept this payment as full compensation for all costs and expenses associated with this Contract.
4. **CONFLICTS AND INCONSISTENCIES.** In the event of a conflict or inconsistency between any of the Contract sections, such conflict or inconsistency shall be resolved by giving effect to the relevant position in the document which first appears in the following list: (1) Purchase order / AIA B102-2017; (2) Federal and State grant financial assistance provisions (if required by the purchase order); (3) the Owner's General Terms and Conditions; and (4) Vendor's bid or proposal.
5. **INSURANCE.** Upon request, Vendor agrees to furnish evidence of adequate insurance coverage of general liability, automobile liability, and workmen's compensation.
6. **ADDITIONAL WORK.** Additional work means the furnishing of materials or services not directly or by implication called for by this Contract. If the Owner requires additional work, it may direct Vendor in writing to do such work at mutually agreed upon lump sum or unit prices. Performance of additional work without the prior written authorization of the Owner shall be at Vendor's sole expense.
7. **INSPECTIONS, ACCEPTANCE AND APPROVALS.** The Owner reserves the right and shall be at liberty to inspect all materials, services, and workmanship during the Contract period and shall have the right to reject all materials, services, and workmanship, which do not conform to specifications and this Contract. However, the Owner is under no duty to make such inspections and no inspection so made shall relieve Vendor from any obligation to furnish services and products in accordance with this Contract. The Owner may, at its option, require prompt replacement or correction of rejected products or services at Vendor's expense.
8. **NO WAIVER OF WARRANTIES AND CONTRACT RIGHTS.** Conducting of tests and inspections, payment for a product or service, or acceptance of a product or service by the Owner shall not constitute a waiver, modification, or exclusion of any express or implied warranty or any right under this Contract or in law. Failure of the Owner to insist on strict performance by Vendor of the terms and conditions of this Contract at any time shall not be construed as a waiver by the Owner of such performance in the future.
9. **INDEPENDENT CONTRACTOR.** The Vendor shall be an independent contractor. Services performed, and amounts paid pursuant to this Contract are not rendered as an employee of the Owner.
10. **INDEMNIFICATION.** Vendor agrees that it will indemnify, defend and hold harmless ACT, its board members, officers, officials, employees and agents, and MCT, its trustees, officers, officials, employees and agents from all claims, liabilities, obligations and causes of action asserted against any of the foregoing in connection with the goods or services purchased under this Contract or arising from the act or omission to act of the Vendor or Vendor's employees, agents, or representatives with respect to this Contract. Such obligations shall not be construed to waive, negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to either Vendor, ACT or MCT.
11. **WARRANTY OF TITLE.** Vendor warrants that the title to all material, supplies and equipment furnished is free of liens and encumbrances.
12. **CONFLICT OF INTEREST.** Vendor, by agreeing to provide work, services or materials to Owner, thereby attests that it has no direct or indirect pecuniary or proprietary conflict of interest arising from or in connection with such agreement, and that it shall not acquire any interest which creates a conflict of interest in any manner or degree with the work required to be performed and/or provided under this Contract, and that it shall not employ any person or agent having any such conflict of interest. In the event that Vendor, its agents, employees, or representatives hereafter acquire such a conflict of interest, Vendor shall immediately disclose such conflict of interest to the Owner and immediately take action to eliminate the conflict or to withdraw from this Contract, as the Owner may require.
13. **LAW GOVERNING.** Vendor shall recognize that all applicable Federal and State laws, certifications, municipal ordinances, and rules and regulations of all authorities having jurisdiction over the services to be provided shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full. All matters of law pertaining to this Contract shall be governed by, and construed according to, the laws of the State of Illinois, excluding, however, choice of laws principles.
14. **CONTINGENT FEES AND GRATUITIES.** Vendor, by agreeing to provide work, services, or materials, thereby attests that no person or selling agent except bona fide employees or designated agents or representatives of Vendor has been employed or retained to solicit or secure this Contract with an understanding that a commission, percentage, brokerage, or contingent fee would be paid; and no gratuities in the form of entertainment, gifts or otherwise were offered or given by Vendor or any of its agents, employees or representatives, to any official, member or employee of the Owner or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.
15. **COMPLIANCE WITH OSHA AND APPLICABLE LAWS.** Vendor shall comply with all applicable laws and regulations of any public body having jurisdiction for such matters which include, but are not limited to, health and safety, environmental protection, safety of persons or property or protection of persons or property from damage, injury, or loss. Vendor shall erect and maintain all necessary safeguards for such safety and protection. It shall be the duty and responsibility of the Vendor and its respective subcontractors to be familiar with and comply with 29 USC Section 651, et seq., the Occupational Safety and Health Act of 1970, as amended ("Act") and to enforce and comply with all provisions of this Act.
16. **FREEDOM OF INFORMATION (FOIA).** Access to MCT's government records is governed by the Illinois Freedom of Information Act (5 ILCS 140/1). The Vendor acknowledges that MCT is subject to the requirements of FOIA and shall assist and cooperate with ACT and MCT to comply with its information disclosure obligations. The Vendor shall not charge ACT or MCT for reasonable costs associated with freedom of information requests.
17. **USE OF OWNER'S NAME IN ADVERTISING OR PUBLIC RELATIONS.** Vendor shall not, without prior written consent of the Owner, publish, assert, or imply that the Owner endorses the Vendor's product or service.
18. **SEVERABILITY.** Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the Owner and Vendor, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
19. **SUBCONTRACTS AND ASSIGNMENT.** The Owner shall have the right of prior review and approval of any and all subcontracts entered into by Vendor with respect to the Contract. The Owner shall indicate its approval in writing prior to execution by Vendor and subcontractor.

Vendor shall not assign any interest, obligation, or benefit under or in this Contract or transfer any interest in the same, whether by assignment or notation, without prior written consent of the Owner. This Contract shall be binding upon and inure to the benefit of the successors of the parties.
20. **CONDITION OF ARTICLES.** Articles offered and furnished must be new and previously unused and of manufacturer latest model unless otherwise specified.
21. **CIVIL RIGHTS AND EQUAL OPPORTUNITY.** Vendor shall comply with the civil rights laws pertaining to nondiscrimination and equal employment opportunity as required by 42 U.S.C. § 2000d and et seq. The Vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, sexual orientation, gender identity, disability or age.
22. **DRUG AND ALCOHOL POLICY.** Vendor shall maintain a drug and alcohol-free workplace environment to ensure worker safety and workplace integrity.
23. **TERMINATION. Termination for Convenience.** The Owner may terminate this Contract, in whole or in part, at any time by written notice to the Vendor when it is in the Owner's best interest. The Vendor shall be paid its costs, including Contract close-out costs, and profit on work performed up to the time of termination. The Vendor shall promptly submit its termination claim to the Owner. If the Vendor has any property in its possession belonging to the Owner, the Vendor will account for the same, and dispose of it in the manner the Owner directs. Termination for Default [Breach or Cause]. a) If the Vendor does not deliver supplies in accordance with the Contract delivery schedule, or, if the Contract is for services, the Vendor fails to perform in the manner called for in the Contract, or if the Vendor fails to comply with any other provisions of the Contract, such failure or noncompliance shall constitute a breach of the Contract and the Owner may terminate this Contract for default. Termination shall be effected by serving a notice of termination on the Vendor setting forth the manner in which the Vendor is in default. The Vendor, in that case, will only be paid the Contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract, subject to any offset for amounts due to Owner on account of such breach or to compensate Owner for additional costs incurred by Owner by reason of the default. b) If it is later determined by the Owner that the Vendor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Vendor, the Owner, after setting up a new delivery or performance schedule, may allow the Vendor to continue work, or treat the termination as a termination for convenience. c) In the event of a breach or default on the part of the Vendor, in addition to any and all other remedies, the Owner shall be entitled to actual, incidental, and consequential damages and all court costs, attorney fees, and litigation expenses incurred necessary to enforce this agreement. d) In the event of a default on the part of the Vendor, the Owner reserves the right to purchase any or all items or services in default in the open market, charging the Vendor with any additional costs. The defaulting Vendor shall not thereafter be considered a responsible bidder/proposer until the assessed charge has been satisfied. Opportunity to Cure. Prior to terminating this Agreement, or any part hereof, for Default, the Owner may allow the Vendor an opportunity to present any facts bearing on the reason for breach or default. In such case, the Owner shall have the right to terminate the Contract without any further obligation if the Vendor fails to provide to Owner's satisfaction an acceptable remedy for the breach or default. Waiver of Remedies for any Breach. In the event that the Owner elects to waive its remedies for any breach by Vendor of any covenant, term or condition of this Contract, such waiver shall not limit the Owner's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract or be construed to as a continuing waiver.

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of July 18, 2023 (“Effective Date”) between Madison County Transit District (“Owner”) and Thouvenot, Wade & Moerchen Inc. (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: Ginger Creek & Lakewood Trail Connection (“Project”).

Engineer’s services under this Agreement are generally identified as follows:

1. Boundary Survey – Ginger Creek & Lakewood

- a. Survey of 10 & 12 Ginger Bend and Village of Glen Carbon Outlot.
- b. Survey of 15 & 16 Ginger Ridge Lane. (Optional)
- c. Survey of Lakewood Homeowners Association Parcels.

2. Topographic Survey

- a. Perform topographic survey of proposed trail alignment between 10 & 12 Ginger Bend and the Village Outlot.
- b. Perform additional topographic survey of alignment at the rear of 15 & 16 Ginger Ridge Lane. (Optional)
- c. Perform topographic survey of HOA parcels within Lakewood Subdivision.

3. Preliminary Engineering

- a. Establish horizontal and vertical alignments for trail connection within Ginger Creek and Lakewood subdivision.
- b. Develop preliminary plan and profile sheets.
- c. Develop preliminary cross sections to determine earthwork and limits of construction.
- d. Conduct a preliminary hydraulic analysis and size crossings on proposed stream crossings for each connection.
- e. Determine easement and land acquisition requirements for each connection.
- f. Develop estimates of costs for each connection.

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).
- B. Engineer shall complete its Services within the following specific time period:

- 1. Boundary and topographic surveys End of August 2023
- 2. Preliminary Engineering End of September 2023

C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer’s invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Lump Sum*

- A. Owner shall pay Engineer for Services as follows:
 - 1. A Lump Sum amount of **\$ 52,619.00**
 - a. Boundary Survey – Ginger Creek & Lakewood \$ 10,475.00
 - b. Boundary Survey - Optional portion in Ginger Creek \$ 4,300.00
 - c. Topographic Survey – Ginger Creek and Lakewood \$ 15,000.00
 - d. Topographic Survey – Optional portion in Ginger Creek \$ 5,844.00
 - e. Preliminary Engineering \$ 17,000.00
 - 2. In addition to the Lump Sum amount, reimbursement for the following expenses: \$200.00 Courthouse Research
- B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.

c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.

d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors,

executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.

- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.

- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Madison County Mass Transit

Engineer: TWM

By: _____
Print name: _____
Title: _____
Date Signed: _____

By: Justin Venvertloh
Print name: Justin Venvertloh, PE
Title: Project Manager
Date Signed: 7/18/23

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

One Transit Way, PO Box 7500
Granite City, Illinois 62040

204 Evergreen, Unit B
Glen Carbon, Illinois 62034

RESOLUTION 24-04

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

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 passed a resolution on January 28, 1993, February 25, 1999, and again on April 27, 2006, to comply with 70 ILCS 3610/5(14) of the Local Mass Transit Act to acquire, develop, operate, and maintain bikeways and trails as a public service to benefit and offer recreational opportunities to the residents of and visitors to Madison County, Illinois; and,

WHEREAS, an Invitation for Bids (IFB) was issued on June 5, 2023, to select the lowest responsive and responsible bidder for construction of the Yellow Hammer Trail located at the western edge of the City of Edwardsville near the Southern Illinois University at Edwardsville campus between University Drive and the MCT Goshen Trail immediately south of New Poag Road; and,

WHEREAS, four (4) bids were received, and Keller Construction, Inc. was identified as the apparent low bidder with a bid in the amount of two million, six hundred eighty-one thousand, two hundred forty dollars, and twenty-six cents (\$2,681,240.26), which was 5.5% more than the engineer's estimate; and,

WHEREAS, a price analysis concluded the bid price of Keller Construction, Inc. to be fair and reasonable, and a responsibility determination review concluded they exhibit adequate organization, financial condition, compliance with Disadvantaged Business Enterprise (DBE) program requirements and other characteristics necessary to successfully carry out the project; and,

WHEREAS, the District requires pre-award concurrence from the Illinois Department of Transportation before a contract award can be made; and,

WHEREAS, this project is being funded by the Illinois Department of Transportation.

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

1. A notice of intent to award a contract be delivered to Keller Construction, Inc. in the amount of two million, six hundred eighty-one thousand, two hundred forty dollars, and twenty-six cents (\$2,681,240.26), subject to additions and deductions based on the actual quantities used, for the Yellow Hammer Trail project.
2. Pending the receipt of required documentation from Keller Construction, Inc. within the time period specified in the IFB, expiration of the District's bid protest period, and receipt of IDOT's pre-award concurrence, the District authorizes the award of a contract and notice to proceed be delivered to Keller Construction, Inc. in the amount of two million, six hundred eighty-one thousand, two hundred forty dollars, and twenty-six cents (\$2,681,240.26), subject to additions and deductions based on the actual quantities used, for the Yellow Hammer Trail project.
3. Madison County Mass Transit District shall increase its Assigned Fund Balance to equal the local match portion of the project.

4. Madison County Mass Transit District Capital Budget line item be increased by an amount equivalent to the approved grant award revenues and project costs.
5. Ronald L. Jedda, Chairman, Christopher C. Guy, Vice Chairman, and/or SJ Morrison, Managing Director, of the Madison County Mass Transit District and/or Philip S. Roggio, Deputy Executive Director of Agency for Community Transit, are hereby authorized 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 Board of Trustees of the Madison County Mass Transit District, Madison County, Illinois, on this twenty-seventh day of July 2023.

Ronald L. Jedda, Chairman

Christopher C. Guy

Allen P. Adomite

Andrew F. Economy

APPROVED as to Form:

Legal Counsel

Contract Award Recommendation

To: SJ Morrison, Managing Director
From: Penny Brown, Director of Grants and Procurement
Project: Yellow Hammer Trail No. 23-1-14601
Date: July 23, 2023

An Invitation for Bids (IFB) was issued on June 5, 2023, seeking sealed bids for construction of the Yellow Hammer Trail. The project is located at the western edge of the City of Edwardsville near the Southern Illinois University at Edwardsville campus between University Drive and the MCT Goshen Trail immediately south of New Poag Road. The project length is 0.46 miles.

Four bids were received. Keller Construction, Inc. was identified as the apparent low bidder. They provided an assurance that they will meet or exceed the project's DBE goal of 11.38%. A price analysis deemed their bid price fair and reasonable. A responsibility determination review concluded they exhibit adequate organization, financial condition, and other characteristics necessary to successfully carry out the project.

Recommendation is being made for the authorization of a notice of intent to award a contract be delivered to the lowest responsive and responsible bidder, Keller Construction, Inc., in the amount of \$2,681,240.26, subject to additions and deductions based on the actual quantities used, for construction of the Yellow Hammer Trail.

Pending the receipt of required documentation from Keller Construction, Inc. within the time period specified in the IFB, contract award concurrence from the Illinois Department of Transportation, and the expiration of MCT's bid protest period, recommendation is being made for the award of a contract and notice to proceed be delivered to Keller Construction, Inc., of Glen Carbon, Illinois, in the amount of \$2,681,240.26, subject to additions and deductions based on the actual quantities used, for construction of the Yellow Hammer Trail.

Bidder	Bid
Keller Construction, Inc. Glen Carbon, IL	\$2,681,240.26
Baxmeyer Construction, Inc. Waterloo, IL	\$2,695,677.77
Kamadulski Excavating and Grading Company, Inc. Granite City, IL	\$2,870,706.85
Stutz Excavating Inc. Alton, IL	\$3,782,656.00

This project is being funded by the Illinois Department of Transportation via Rebuild Illinois round 1.