

MINUTES
Board of Trustees Meeting
Madison County Mass Transit District
One Transit Way, Granite City, Illinois
9:00 a.m., Thursday, June 27, 2019

Pledge of Allegiance

Chairman Hagnauer led the reciting of the Pledge of Allegiance.

Call to Order: Roll Call

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

MEMBERS PRESENT: J. Terry Allan, Christopher C. Guy, Edward A. Hagnauer,
Ronald L. Jedda, and J. Kelly Schmidt.

OTHERS PRESENT: Jerry J. Kane, Managing Director; Michelle Domer, ACT;
S. J. Morrison, ACT; Mark Steyer, ACT; Summer Moore,
ACT; Donna Price, ACT; Tom Gibbons, State's Attorney,
and Tonya Genovese, Assistant State's Attorney.

Public Comments

No public comments were presented.

I. Consideration of the minutes of May 30, 2019

TRUSTEE ALLAN MADE THE MOTION, SECONDED BY TRUSTEE SCHMIDT, TO
APPROVE THE MINUTES OF THE MAY 30, 2019 REGULAR MEETING FOR
INCLUSION IN THE OFFICIAL RECORDS OF THE DISTRICT.

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN	AYE
CHRISTOPHER C. GUY	AYE
EDWARD HAGNAUER	AYE
RONALD JEDDA	AYE
J. KELLY SCHMIDT	AYE

ALL AYES. NO NAYS. MOTION CARRIED.

II. Financial

A. Payments and Claims: Consideration of the May 2019 claims for payment:
Managing Director Jerry Kane submitted the payments and claims.

TRUSTEE ALLAN MADE THE MOTION, SECONDED BY TRUSTEE GUY, TO
APPROVE THE PAYMENTS AND CLAIMS, EXCLUDING THE PAYMENTS AND
CLAIMS TO THE CITY OF GRANITE CITY.

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN	AYE
CHRISTOPHER C. GUY	AYE
EDWARD HAGNAUER	AYE
RONALD JEDDA	AYE
J. KELLY SCHMIDT	AYE

ALL AYES. NO NAYS. MOTION CARRIED.

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

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN	AYE
CHRISTOPHER C. GUY	AYE
EDWARD HAGNAUER	ABSTAINED
RONALD JEDDA	AYE
J. KELLY SCHMIDT	AYE

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

- B. Monthly Financial Report: Review of the monthly financial records as of May 30, 2019:
Managing Director Jerry Kane submitted the report.

TRUSTEE ALLAN MADE THE MOTION, SECONDED BY TRUSTEE SCHMIDT, TO APPROVE THE MONTHLY FINANCIAL REPORT AS OF MAY 30, 2019.

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN	AYE
CHRISTOPHER C. GUY	AYE
EDWARD HAGNAUER	AYE
RONALD JEDDA	AYE
J. KELLY SCHMIDT	AYE

ALL AYES. NO NAYS. MOTION CARRIED.

- C. TRUSTEE JEDDA MADE THE MOTION, SECONDED BY TRUSTEE GUY, TO POSTPONE THE FOLLOWING RESOLUTION UNTIL THE JULY 2019 MEETING:

19-44 ADOPTING THE FY 2020 OPERATING BUDGET

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN	AYE
CHRISTOPHER C. GUY	AYE
EDWARD HAGNAUER	AYE
RONALD JEDDA	AYE
J. KELLY SCHMIDT	AYE

ALL AYES. NO NAYS. MOTION CARRIED.

III. Transit Service

A. Managing Director's Report: Jerry Kane presented the report.

B. TRUSTEE GUY MADE THE MOTION, SECONDED BY TRUSTEE ALLAN, TO APPROVE THE FOLLOWING RESOLUTION.

19-45 AUTHORIZING THE AWARD OF A CONTRACT FOR THE PURCHASE
AND INSTALLATION OF A REPLACEMENT BUS WASH SYSTEM

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN	AYE
CHRISTOPHER C. GUY	AYE
EDWARD HAGNAUER	AYE
RONALD JEDDA	AYE
J. KELLY SCHMIDT	AYE

ALL AYES. NO NAYS. MOTION CARRIED.

C. TRUSTEE SCHMIDT MADE THE MOTION, SECONDED BY TRUSTEE ALLAN, TO APPROVE THE FOLLOWING RESOLUTION.

19-46 AUTHORIZING THE AWARD OF CONTRACT FOR DESKTOP
COMPUTER SYSTEMS

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN	AYE
CHRISTOPHER C. GUY	AYE
EDWARD HAGNAUER	AYE
RONALD JEDDA	AYE
J. KELLY SCHMIDT	AYE

ALL AYES. NO NAYS. MOTION CARRIED.

D. TRUSTEE GUY MADE AN OMNIBUS MOTION, SECONDED BY TRUSTEE ALLAN, TO APPROVE THE FOLLOWING RESOLUTIONS.

19-47 AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR STATE
LEGISLATIVE CONSULTING SERVICES WITH MICHAEL JOSEPH
WALTERS

19-48 AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR FEDERAL
AND STATE LEGISLATIVE CONSULTING SERVICES WITH THE
JERRY COSTELLO GROUP, LLC.

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN	AYE
CHRISTOPHER C. GUY	AYE
EDWARD HAGNAUER	AYE
RONALD JEDDA	AYE
J. KELLY SCHMIDT	AYE

ALL AYES. NO NAYS. MOTION CARRIED.

- E. TRUSTEE SCHMIDT MADE THE MOTION, SECONDED BY TRUSTEE JEDDA TO POSTPONE THE FOLLOWING RESOLUTION UNTIL THE JULY 2019 MEETING:

19-49 AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE AGREEMENT TO PROVIDE MANAGEMENT SERVICES AND OPERATE PUBLIC TRANSIT SERVICES BETWEEN MADISON COUNTY MASS TRANSIT DISTRICT AND THE AGENCY FOR COMMUNITY TRANSIT, INC.

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN	AYE
CHRISTOPHER C. GUY	AYE
EDWARD HAGNAUER	AYE
RONALD JEDDA	AYE
J. KELLY SCHMIDT	AYE

ALL AYES. NO NAYS. MOTION CARRIED.

- F. TRUSTEE SCHMIDT MADE THE MOTION, SECONDED BY TRUSTEE GUY TO POSTPONE THE FOLLOWING RESOLUTION UNTIL THE JULY 2019 MEETING:

19-50 PROFESSIONAL SERVICES SELECTION FOR CONSTRUCTION MANAGEMENT SERVICES

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN	AYE
CHRISTOPHER C. GUY	AYE
EDWARD HAGNAUER	AYE
RONALD JEDDA	AYE
J. KELLY SCHMIDT	AYE

ALL AYES. NO NAYS. MOTION CARRIED.

IV. Other Business

- A. TRUSTEE SCHMIDT MADE THE MOTION, SECONDED BY TRUSTEE ALLAN, TO ACCEPT THE PROPOSED FISCAL YEAR 2020 SCHEDULE OF BOARD MEETING DATES WITH THE FOLLOWING REVISION:

THE PROPOSED DECEMBER 26, 2019 MEETING DATE WILL BE REVISED TO DECEMBER 19, 2019.

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN	AYE
CHRISTOPHER C. GUY	AYE
EDWARD HAGNAUER	AYE
RONALD JEDDA	AYE
J. KELLY SCHMIDT	AYE

ALL AYES. NO NAYS. MOTION CARRIED.

- V. Executive session to discuss the acquisition, and/or sale or lease of property, and/or security, and/or litigation, and/or review of executive session minutes (5ILCS 120/2 et. seq., 2(c)5, 2(c)6, 2(c)8, 2(c)11, and 2(c)21 of the Open Meetings Act).

THERE WAS NO EXECUTIVE SESSION DISCUSSION.

Adjournment

TRUSTEE ALLAN MADE THE MOTION, SECONDED BY TRUSTEE JEDDA TO ADJOURN.

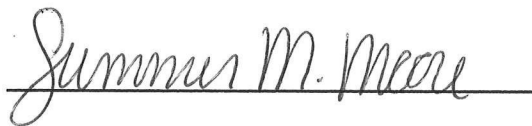
A ROLL CALL VOTE FOLLOWED:

TERRY ALLAN	AYE
CHRISTOPHER C. GUY	AYE
EDWARD HAGNAUER	AYE
RONALD JEDDA	AYE
J. KELLY SCHMIDT	AYE

ALL AYES. NO NAYS. MOTION CARRIED.

Meeting adjourned at 10:15 a.m.

Respectfully submitted:



RESOLUTION 19-47

**AUTHORIZING THE EXECUTION OF AN AGREEMENT
FOR STATE LEGISLATIVE CONSULTING SERVICES WITH
MICHAEL JOSEPH WALTERS**

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

WHEREAS, the District has the responsibility to protect and promote the operation and maintenance of mass transit as a public service, and protect the reputation and interests of the District for the welfare of the residents of the District and the vitality of the County; and,

WHEREAS, the District previously entered into agreements with other entities for legislative and related consulting services for the benefit of the District; and,

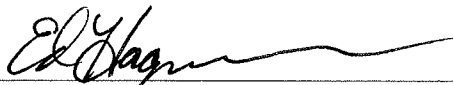
WHEREAS, the District is aware that Michael Joseph Walters, of Godfrey, Illinois, has the experience in providing such services and is willing to represent the District; and,

WHEREAS, the District and Michael Joseph Walters are mutually agreeable to establishing this relationship through June 30, 2022.

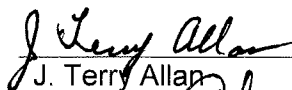
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:

1. Jerry J. Kane, Managing Director of the Madison County Mass Transit District, is hereby authorized to execute the attached agreement with Michael Joseph Walters for legislative and related services through June 30, 2022.
2. Jerry J. Kane, Managing Director of the Madison County Mass Transit District, is hereby authorized to take all action necessary to execute, complete, and perform all obligations associated with the agreement on behalf of and in a manner beneficial to the Madison County Mass Transit District.

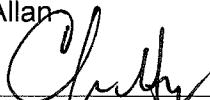
ADOPTED, by the Board of Trustees of the Madison County Mass Transit District, Madison County, Illinois, on this twenty-seventh day of June 2019.



Edward A. Hagnauer, Chairman



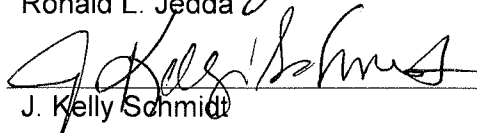
J. Terry Allan



Christopher C. Guy



Ronald L. Jedda



J. Kelly Schmidt

APPROVED as to Form:



John T. Papa, Legal Counsel

CERTIFICATE

I, Summer Moore, do hereby certify that I am the fully qualified and acting Secretary of the Board of Trustees of the Madison County Mass Transit District, and as such Secretary, I am the keeper of the records and files of the Madison County Mass Transit District.

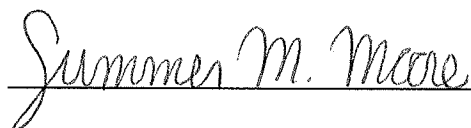
I do further certify that at a duly constituted and legally convened meeting of the Board of Trustees of the Madison County Mass Transit District held on Thursday, June 27, 2019, a resolution was adopted in full accordance and conformity with the by-laws of the Madison County Mass Transit District and the statutes of the State of Illinois, as made and provided, and that the following is a full, complete, and true copy of the pertinent provisions of said Resolution.

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

1. Jerry J. Kane, Managing Director of the Madison County Mass Transit District, is hereby authorized to execute the attached agreement with Michael Joseph Walters for legislative and related services through June 30, 2022.
2. Jerry J. Kane, Managing Director of the Madison County Mass Transit District, is hereby authorized to take all action necessary to execute, complete, and perform all obligations associated with the agreement on behalf of and in a manner beneficial to the Madison County Mass Transit District.

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

IN WITNESS WHEREOF, I have hereunto affixed my official signature as Secretary of the Madison County Mass Transit District on this twenty-seventh day of June 2019.



CONSULTING SERVICES AGREEMENT

THIS AGREEMENT, is entered into by and between Madison County Mass Transit District (hereinafter "District") with its offices at One Transit Way, P.O. Box 7500, Granite City, IL 62040-7500 and Michael Joseph Walters (hereinafter "Consultant") with his office located at 5008 Riverport Commons, Unit D, Godfrey, IL 62035.

WITNESSETH:

WHEREAS, District wishes to retain Consultant to furnish certain consulting services (hereinafter more particularly described), which Consultant is qualified to perform on behalf of District in the State of Illinois; and

WHEREAS, Consultant is willing to render such services and is properly registered to do so,

NOW, THEREFORE, the parties hereto do agree as follows:

1. **Term**

This Agreement shall be effective as of July 1, 2019 and continue in full force and effect through June 30, 2022. Subject to 60 days written notice, Agreement may be terminated for any reason by either party.

2. **Consulting Services**

- (a) District hereby retains Consultant and Consultant hereby undertakes to exercise its best efforts to protect and promote the business, services, reputation and interests of District in the State of Illinois performing consulting services (hereby called "services"). Such services shall include, but not be limited to, the following:
- i. Keeping District apprised on a regular basis of legislation and regulatory activities now pending or proposed or which may be proposed during the term hereof, in the Illinois state legislature or in any agency or department of the State of Illinois, pertaining to the business, products, reputation or interests of District or its subsidiaries; and
 - ii. Providing District with information and guidance as to the matters described in subsection 2 (a) (i) and making recommendations as to the appropriate actions which should be taken consistent with the objectives of this Agreement; and
 - iii. Public affairs consulting efforts with key legislative or regulatory officials and their staffs, on matters pertaining to the business, products, reputation or interests of District; and
 - iv. On instructions from an authorized representative designated under section 5, undertaking such actions as District may deem appropriate and consistent with the objectives of this Agreement, these actions may include, appearing and/or testifying at hearings and promote the interests of District and its subsidiaries with respect to matters and/or proceedings proposed or pending before legislative, administrative and/or executive governmental bodies.

- (b) Consultant shall provide District with written reports on its activities under this Agreement on a monthly basis, as well as, sections pertinent to District contained in Consultant's semi-annual reporting requirements of activities to the State of Illinois.
- (c) Consultant shall maintain close liaison and frequent communication with the authorized representative designated under Section 5.

3. Compensation

- (a) In consideration of Consultant's rendering of services for the period July 1, 2019 to and including June 30, 2021, District shall pay Consultant a monthly retainer of three thousand dollars (\$3,000.00) per month.
- (b) It is understood and agreed that the compensation recited above includes total compensation for Consultant's services, including any and all expenses, direct or indirect, associated with its representing District.

4. Relationship with Other Clients

Should a possible conflict of interest arise at any time during the term of this Agreement between the interests of District and those of Consultant, Consultant agrees promptly and shall, if so directed by District, refrain from performing services with respect to such area of conflicting interests. Consultant agrees that District shall have the right to terminate this Agreement with respect to itself at any time without liability upon written notice to Consultant if, in District's sole judgment, upon reasonable basis, Consultant's representation of its other clients conflicts with the best interest of District.

5. Authorized Representatives

For the purpose of this Agreement, District's authorized representative shall be as follows: Jerry J. Kane, Managing Director. District may designate, from time to time, additional or substitute authorized representative by written notice to Consultant. Consultant's primary contract will be with Michael J. Walters. Consultant may designate such other additional or substitute authorized representatives who are acceptable to District.

6. Compliance with State and Federal Laws

The parties recognize and agree that both have a long-standing policy to comply fully with the applicable federal, state and local laws regulating any and all such consulting activities, and each agree to fully comply with all applicable laws, decrees, rules, regulations, orders, ordinances, actions and requests of any federal, state or local governmental or judicial body, agency or official.

7. Indemnification

- (a) Consultant will assume full responsibility for and shall indemnify and hold harmless District and its directors, officers, employees and agents, from and against any and all losses, claims and liabilities, penalties, fines causes of action, damages, costs and expenses (including reasonable attorney fees and expenses) arising out of or

resulting from any gross negligence or wrongful or willful misconduct on the part of Consultant or any breach by Consultant of any of the terms and provisions of this Agreement.

- (b) District will assume full responsibility for and shall indemnify and hold harmless Consultant and its subsidiaries and their directors, officers, employees and agents, from and against any and all losses, claims and liabilities, penalties, fines causes of action, damages, costs or expenses (including reasonable attorney fees and expenses) arising out of or resulting from any gross negligence or wrongful or willful misconduct on the part of District or any breach by District of any of the terms and provisions of this Agreement.

8. Confidentiality

Consultant agrees not to disclose to any third party or use, except in connection with services, or as may be consented to by District, any confidential information obtained concerning the business and operations of District, as well as, confidential information developed by Consultant in rendering services. Should any of this information be made available to the public domain by District or by third parties without breach of this Agreement, Consultant shall be free to use such publicly available information.

9. Independent Contractor

Consultant is and shall act as an independent contractor rendering services hereunder.

10. Miscellaneous

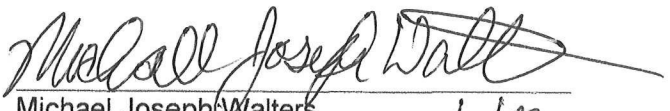
- (a) This Agreement constitutes the full understanding of the parties and a complete understanding of risks between them and a complete and exclusive statement of the terms and conditions of their Agreement and supersedes any and all prior Agreements whether written or oral between the parties. A waiver by either party with respect to any breach or default or of any right or remedy shall not be deemed to constitute a waiver for any other breach or default or of any other right or remedy. Any such waiver is to be expressed in writing and signed by the party to be bound.
- (b) All provisions of this Agreement are severable and any provision which may be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

Madison County Mass Transit District

Michael Joseph Walters


Jerry J. Kane
Managing Director 6/27/2019


Michael Joseph Walters 7/1/19

RESOLUTION 19-48

AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR FEDERAL AND STATE LEGISLATIVE CONSULTING SERVICES WITH THE JERRY COSTELLO GROUP, LLC

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

WHEREAS, the District has the responsibility to protect and promote the operation and maintenance of mass transit as a public service, and protect the reputation and interests of the District for the welfare of the residents of the District and the vitality of the County; and,

WHEREAS, the District has maintained an agreement with The Jerry Costello Group, LLC, for legislative and related services since May 1, 2013; and,

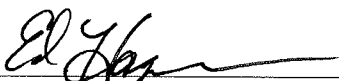
WHEREAS, The Jerry Costello Group, LLC, has performed its services in an exemplary manner to benefit the District and the residents it serves; and,

WHEREAS, the District and The Jerry Costello Group, LLC, are mutually agreeable to continuing this relationship through June 30, 2022

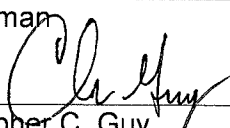
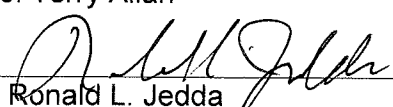
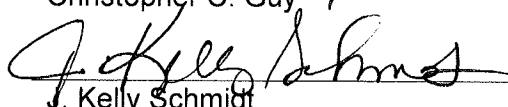
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:

1. Jerry J. Kane, Managing Director of the Madison County Mass Transit District, is hereby authorized to execute the attached agreement with The Jerry Costello Group, LLC, for legislative and related services through June 30, 2022.
2. Jerry J. Kane, Managing Director of the Madison County Mass Transit District, is hereby authorized to take all action necessary to execute, complete, and perform all obligations associated with the agreement on behalf of and in a manner 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 June 2019.



Edward A. Hagnauer, Chairman


J. Terry Allan
Christopher C. Guy
Ronald L. Jedda
J. Kelly Schmidt

APPROVED as to Form:


John T. Papa, Legal Counsel

CERTIFICATE

I, Summer Moore, do hereby certify that I am the fully qualified and acting Secretary of the Board of Trustees of the Madison County Mass Transit District, and as such Secretary, I am the keeper of the records and files of the Madison County Mass Transit District.

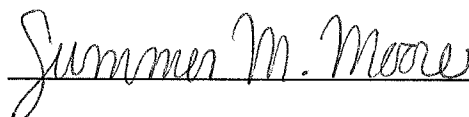
I do further certify that at a duly constituted and legally convened meeting of the Board of Trustees of the Madison County Mass Transit District held on Thursday, June 27, 2019, a resolution was adopted in full accordance and conformity with the by-laws of the Madison County Mass Transit District and the statutes of the State of Illinois, as made and provided, and that the following is a full, complete, and true copy of the pertinent provisions of said Resolution.

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

1. Jerry J. Kane, Managing Director of the Madison County Mass Transit District, is hereby authorized to execute the attached agreement with The Jerry Costello Group, LLC, for legislative and related services through June 30, 2022.
2. Jerry J. Kane, Managing Director of the Madison County Mass Transit District, is hereby authorized to take all action necessary to execute, complete, and perform all obligations associated with the agreement on behalf of and in a manner beneficial to the Madison County Mass Transit District.

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

IN WITNESS WHEREOF, I have hereunto affixed my official signature as Secretary of the Madison County Mass Transit District on this twenty-seventh day of June 2019.



CONSULTING SERVICES AGREEMENT

THIS AGREEMENT, is entered into as of July 1, 2019 by and between Madison County Mass Transit District (hereinafter "District") with its offices at One Transit Way, P.O. Box 7500, Granite City, IL 62040-7500 and The Jerry Costello Group, LLC (hereinafter "Consultant") with its offices located at 138 Lincoln Place Court, Suite 101, Belleville, IL 62221.

WITNESSETH:

WHEREAS, District wishes to retain Consultant to furnish certain consulting services (hereinafter more particularly described), which Consultant is qualified to perform on behalf of District in the State of Illinois; and

WHEREAS, Consultant is willing to render such services and is properly registered to do so,

NOW, THEREFORE, the parties hereto do agree as follows:

1. Term

This agreement shall be effective as of July 1, 2019, and continue in full force and effect through June 30, 2022. Subject to 60 days written notice, agreement may be terminated for any reason by either party.

2. Consulting Services

District retains Consultant to advise District and work with other parties as necessary to promote the District's goals, interests, and objectives. District will keep Consultant fully apprised of the current issues and objectives of District.

District and Consultant agree that Jerry F. Costello will be primarily responsible for the performance of the services referred to in this Agreement, however, as needed, Consultant is allowed to retain third party consultants to provide assistance in performing the Agreement, at no cost to the District, unless agreed upon by the District.

Consultant will devote time and resources necessary in performing the services described in this Agreement. Consultant shall have full discretion in selecting the dates and times necessary to complete the terms of the agreement giving due regard to the needs of the District. District is advised that Jerry F. Costello may consult or lobby local, state, and federal officials, including all agencies, elected and appointed officials.

Compensation

District agrees to pay Consultant a monthly fee of \$7,000. Monthly fees will be paid on the 1st business day of each month.

3. Authorized Representative

For the purpose of this agreement, District's authorized representative shall be as follows: Jerry J. Kane, Managing Director. District may designate from time to time additional or substitute authorized representatives by written notice to Consultant. Consultant's primary contact will be Jerry F. Costello. Consultant may designate such other additional or substitute authorized representatives who are acceptable to District. District agrees that such acceptance shall not be unreasonably withheld.

4. Compliance with State and Federal Laws

The parties recognize and agree that both have a policy to comply fully with the applicable federal, state and local laws regulating any and all such consulting activities, and each agree to fully comply with all applicable laws, decrees, rules, regulations, orders, ordinances, actions and requests of any federal, state or local governmental or judicial body, agency or official.

6. Independent Contractor

This agreement is not a contract of employment. Consultant is an independent contractor of the District and shall have no authority to obligate the District. Consultant shall have the exclusive right to determine the method, matter and means by which it will perform the Agreement.

7. Notice

Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in first class U.S. mail properly addressed to the appropriate party at the address set forth below:


Consultant: Honorable Jerry F. Costello
 The Jerry Costello Group, LLC
 138 Lincoln Place Court, Suite 101
 Belleville, IL 62221

District: Madison County Mass Transit District
 ATTN: Managing Director
 One Transit Way
 P.O. Box 7500
 Granite City, IL 62040-7500

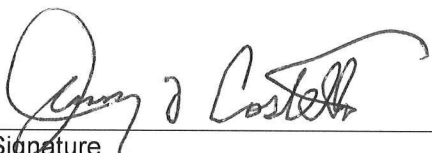
8. Miscellaneous

- (a) This Agreement constitutes the full understanding of the parties of the obligations, responsibilities and risks between them and a complete and exclusive statement of the terms and conditions of their agreement and supersedes any and all prior agreements, whether written or oral, between the parties. A waiver by either party with respect to any breach or default or of any right or remedy shall not be deemed to constitute a waiver for any other breach or default or of any other right or remedy. Any such waiver is to be expressed in writing and signed by the party to be bound. No amendment or extension of this Agreement shall be binding unless in writing and signed by both parties.
- (b) All provisions of this Agreement are severable and any provision which may be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

Signature 
Date 6/27/2019

Jerry J. Kane
Madison County Mass Transit District
One Transit Way
P.O. Box 7500
Granite City, IL 62040
618-797-4600 (office)

Signature 
Date 7/5/19

Honorable Jerry F. Costello
The Jerry Costello Group, LLC
138 Lincoln Place Court
Suite 101
Belleville, IL 62221
thejerrycostellogroup@gmail.com
618-234-6701 (office)
618-971-6200 (cell)

MINUTES
Board of Trustees
Madison County Mass Transit District
8:30 a.m., Thursday, December 17, 2020
Video/Teleconference

I. Pledge of Allegiance

Chairman Jedda led the reciting of the Pledge of Allegiance.

II. Call to Order: Roll Call

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

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

MEMBER ABSENT: NONE.

OTHERS PRESENT: ANDREW CARRUTHERS, LEGAL COUNSEL; SJ
MORRISON, ACT; SUMMER MOORE, ACT; MICHELLE
DOMER, ACT; PHIL ROGGIO, ACT; MARK STEYER,
ACT; JUSTIN DIXON, ACT; JERRY KANE, ACT; JERRY
COSTELLO; MIKE WALTERS.

III. Public Comments

No public comments were presented.

Chairman Jedda modified the agenda schedule.

V. Consideration of the Minutes of the November 19, 2020, regular meeting for inclusion in the official records of the District.

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

A ROLL CALL VOTE FOLLOWED:

ALLEN P. ADOMITE	AYE
ANDREW F. ECONOMY	NO RESPONSE
CHRISTOPHER C. GUY	AYE
RONALD L. JEDDA	AYE
J. KELLY SCHMIDT	AYE

ECONOMY NO RESPONSE. ALL AYES. NO NAYS. MOTION CARRIED.

VI. Financial

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

Managing Director SJ Morrison presented the payments and claims report.

TRUSTEE ADOMITE MADE THE MOTION, SECONDED BY TRUSTEE ECONOMY, TO APPROVE THE PAYMENTS AND CLAIMS, EXCLUDING THE PAYMENTS AND CLAIMS TO THE CITY OF TROY AND THE AGENCY FOR COMMUNITY TRANSIT.

A ROLL CALL VOTE FOLLOWED:

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

ALL AYES. NO NAYS. MOTION CARRIED.

TRUSTEE GUY MADE THE MOTION, SECONDED BY TRUSTEE ECONOMY, TO APPROVE THE PAYMENTS AND CLAIMS TO THE CITY OF TROY AND THE AGENCY FOR COMMUNITY TRANSIT.

A ROLL CALL VOTE FOLLOWED:

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

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

- B. Monthly Financial Report: Reviews of the monthly financial records as of November 30, 2020:

Managing Director SJ Morrison presented the monthly financial report.

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

A ROLL CALL VOTE FOLLOWED:

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

ALL AYES. NO NAYS. MOTION CARRIED.

VII. Transit Service:

- A. Managing Director's Report, SJ Morrison

Eleven staff members tested positive for COVID-19, and five others were awaiting test results. Since March, there has been a total of thirty employees that had tested positive for COVID-19. Most of the staff have recovered and returned to work.

The Fixed Route service had 82,000 boardings the month of November, which is fifty percent down from the previous year. The Paratransit service carried approximately ninety trips per day.

The ACT Board recognized a paratransit driver, Theresa Blair, for twenty-years of perfect safety. Theresa had logged forty-thousand hours behind the wheel of a paratransit bus without a preventable accident. As defined by the National Safety Council, to retain the perfect safety designation, a driver must make every effort possible to avoid an accident in all situations. Although this is a difficult milestone to reach, MCT has proudly presented several drivers with twenty-years of perfect safety. Morrison extended his appreciation for Theresa's efforts and diligence.

The Eastgate Park & Ride groundbreaking was held on November 23 and received positive press. The contractor, Bruce Unterbrink, was making great progress, and the project was expected to be completed by September 2021.

The police bikes were ordered for the City of Troy and the Village of South Roxana. The bikes will be sent to a local bike shop for assembly and will be delivered to the municipalities in mid-January.

The consultant for the CAD/AVL (computer-aided dispatch/automated vehicle locator) system, which is one hundred percent funded under the Rebuild Illinois grant, was prepared, and an RFI (Request for Information) was issued. The information was expected in mid-January, and the staff will assemble an RFP (Request for Proposal) later in January. This an exciting project for operations, but the public would benefit from the real-time bus location information.

The engineers were finishing up the topography and property surveys of the I.T. Beltline Trails. This trail is partially funded through an MEPRD grant. The Schoolhouse Trail Pleasant Ridge Park Connector in Maryville would be advertised for bid in the next couple of weeks. The Nickel Plate Trail paving project from IL-143 to Blackburn Road was in the final planning stage and projected to be sent for bid in March. Preliminary plans were returned from IDOT with comments on the trail from Spring Valley to Formosa in Troy that runs parallel to US-40 and the project will be bid in February. The survey/fieldwork was completed for the Schoolhouse Trail tunnel under IL-157, and the property lines and rights-of-way were being reviewed. The Yellowhammer survey work was on hold until the lower brush dies out within the heavily wooded area. Phase I of the Trails Beautification Project is complete, and Phase II (flowers, shrubs, & berm) would commence after the first of the year.

B. Proposed MCT Fare Structure Adjustment & Simplification

Managing Director SJ Morrison presented the proposed MCT Fare Structure Adjustment & Simplification.

Trustee Adomite questioned what ridership structure was used to create the financial impact.

Morrison replied that the calendar year 2019 was utilized because the calendar year 2020 is not complete, and it was inconsistent and not a typical year due to the pandemic.

Trustee Adomite stated there is no historical information that would give insight into what ridership will look like after a pandemic. Trustee Adomite questioned if the 2019 numbers would accurately reflect the first year after a pandemic or should we anticipate that ridership to be less.

Morrison stated that ridership would take time to rebuild, and the increases would not be immediate. There was a modest increase in ridership this fall, but most schools and businesses are still attending remotely.

Trustee Adomite agreed with the adjustment and simplification and stated that coming out of a pandemic is an opportunity to market a less expensive product to rebuilding ridership. The board should not expect that the worst outcome is two hundred thousand down because the hole could be deeper than projected due to the pandemic.

Trustee Economy questioned the length of the prolonged execution of the MCT Fare Structure Adjustment & Simplification.

Morrison stated the proposed structure was tied to a service change for various reasons, such as timetables, literature (marketing materials), driver training, and any fare change is subject to a public meeting process.

Trustee Guy supports the initiative to reduce the fare and eliminate the zones and believes it makes business sense at this time.

Chairman Jedda echoed the other comments and commented that this a good step forward. The simplification impact would need to be assessed a year from now to see the impact on the revenue.

Trustee Schmidt requested clarification on the Paratransit Non-ADA eligible trip for her understanding of Paratransit.

Morrison informed the board that a non-ADA eligible trip is a senior citizen (65+) or a person with a disability who is not qualified under the specific ADA guidelines of eligibility but is qualified to use the paratransit service at a higher fare rate. An ADA trip must be within 3/4 of a mile of a fixed route service, at the same hours and days of regular fixed route operation.

C. Proposed MCT Trails Bench Program

Managing Director SJ Morrison presented the proposed MCT Trails Bench Program.

Chairman Jedda supported the proposed program and stated it enhances the usability for all trail goers, and not just cyclists. The placement of benches along the trails will allow people to donate and become more involved in the MCT Trails, and he considers this an overall trail enhancement.

Trustee Adomite questioned if a lower cost option would be available in designated areas as an additional option that is more feasible.

Morrison stated the cost was strategically planned to prevent the clutter of the natural trail environment. Morrison mentioned a lower-cost product to offer.

Trustee Adomite mentioned memorializing more than one person per bench to cut the cost.

Morrison suggested a tree with a plaque for a lower price point option.

Trustee Guy seconded having a lower price point option and agreed that a tree is a good option.

Trustee Schmidt was pleased that we are listening to the community and users of the trails. She had received numerous positive comments. She questioned the progress of the 501(3)(c) organization's efforts to accept gifts.

Chairman Jedda stated that it is in progress, and he understands that some may be hesitant to donate to Madison County Transit. The foundation would be more well-received for donation purposes.

Morrison proposed to represent the proposed bench program with some modifications at a future meeting for the board's consideration.

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

21-16 APPOINTING DIRECTORS OF THE AGENCY FOR COMMUNITY TRANSIT, INC.

A ROLL CALL VOTE FOLLOWED:

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

ALL AYES. NO NAYS. MOTION CARRIED.

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

21-17 AUTHORIZING THE PURCHASE OF TWO VEHICLES FOR THE GRANITE CITY TOWNSHIP, OF GRANITE CITY, ILLINOIS, TO SERVE RESIDENTS OF MADISON COUNTY, ILLINOIS

A ROLL CALL VOTE FOLLOWED:

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

ALL AYES. NO NAYS. MOTION CARRIED.

III. Presentation by Jerry Costello.

Costello updated the board on his efforts this year to provide funds to Madison County Transit.

Morrison expressed his appreciation for Costello's efforts not only for MCT but also for our region.

Trustee Adomite praised his efforts on behalf of MCT and the local taxpayers. This relationship with a previously ranked transit experienced lobbyist has allowed MCT to enhance our transit district with success at little to no cost to the local taxpayer.

Costello promised to continue to work with both parties at a congressional and state legislature level because success comes when working together.

Chairman Jedda thanked him for his assistance and requested to be kept abreast of the change of administration as it relates to transit and the impact on MCT.

Costello expressed that having a previous Mayor within the leadership position of Secretary of Transportation would benefit MCT.

VII. Transit Service:

- F. TRUSTEE ADOMITE MADE THE MOTION, SECONDED BY TRUSTEE GUY, TO APPROVE THE FOLLOWING RESOLUTION:

21-18 AUTHORIZING AN AGREEMENT FOR LEGAL SERVICES WITH MADISON COUNTY STATE'S ATTORNEY OFFICE

A ROLL CALL VOTE FOLLOWED:

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

ALL AYES. NO NAYS. MOTION CARRIED.

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

21-19 AUTHORIZING AN AWARD OF CONTRACT TO OATES ASSOCIATES, INC. FOR BASIC DESIGN SERVICES FOR THE FORMOSA-EAST ALIGNMENT STUDY

A ROLL CALL VOTE FOLLOWED:

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

ALL AYES. NO NAYS. MOTION CARRIED.

- H. TRUSTEE GUY MADE THE MOTION, SECONDED BY TRUSTEE SCHMIDT, TO APPROVE THE FOLLOWING RESOLUTION:

21-20 AUTHORIZING THE AWARD OF CONTRACT FOR THERMAL IMAGING UNITS

A ROLL CALL VOTE FOLLOWED:

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

ALL AYES. NO NAYS. MOTION CARRIED.

VIII. Other Business

- A. TRUSTEE GUY MADE THE MOTION, SECONDED BY TRUSTEE ADOMITE, TO APPROVE THE FOLLOWING RESOLUTION:

Chairman Jedda provided Michael Walters with the opportunity to address the board.

Michael Walters thanked the board for their time and provided an update regarding his activities in Springfield. Walters explained what a lobbyist does behind the scenes and his state-wide approach, with a focus on the legislators. Walters explained how he was able to reach and explain to legislators what the \$15.2 million Rebuild Illinois grant money would be used for and why it was needed. Walters informed the board that Congressman Davis would be the republican member of the Transportation subcommittee. Walters commended Jerry Costello on his efforts at the DC level and deemed him as an asset to Madison County Transit. Walters has been promoting Madison County Transit and the MCT Trails across the state.

Morrison thanked Walters for his efforts and expressed his appreciation.

Guy thanked Walters for his time and stated he was an asset to Madison County Transit.

Adomite expressed how lucky Madison County Transit is to have senior leaders from both sides of the aisle, to have a recognized familiar presence from our area in Springfield. Adomite complimented MCT as an organization and thank Walters.

21-21 AUTHORIZING AN AMENDMENT TO THE CONSULTING AGREEMENT WITH MICHAEL J. WALTERS

A ROLL CALL VOTE FOLLOWED:

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

ALL AYES. NO NAYS. MOTION CARRIED.

IX. Executive session to discuss the acquisition or lease of real property under (c)(5), and litigation under (c)(11) of the Open Meetings Act (5 ILCS 120/2).

TRUSTEE ADOMITE MADE THE MOTION, SECONDED BY TRUSTEE SCHMIDT, TO MOVE INTO EXECUTIVE SESSION TO DISCUSS THE ACQUISITION OR LEASE OF REAL PROPERTY UNDER (C)(5), AND LITIGATION UNDER (C)(11) OF THE OPEN MEETINGS ACT (5 ILCS 120/2).

A ROLL CALL VOTE FOLLOWED:

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

ALL AYES. NO NAYS. MOTION CARRIED.

TRUSTEE SCHMIDT MADE THE MOTION, SECONDED BY TRUSTEE ADOMITE, TO RETURN TO REGULAR SESSION.

A ROLL CALL VOTE FOLLOWED:

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

ALL AYES. NO NAYS. MOTION CARRIED.

X. ADJOURNMENT

TRUSTEE ECONOMY MADE THE MOTION, SECONDED BY TRUSTEE ADOMITE TO ADJOURN.

A ROLL CALL VOTE FOLLOWED:

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

ALL AYES. NO NAYS. MOTION CARRIED.

Meeting adjourned at 10:46 a.m.

Respectfully submitted

Summer Moore

ⁱ Trustee Schmidt suggested the word change from seats to scenes at the regularly scheduled board meeting on January 28, 2021.

RESOLUTION 21-21

AUTHORIZING AN AMENDMENT TO THE CONSULTING AGREEMENT WITH MICHAEL JOSEPH WALTERS

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

WHEREAS, the District has the responsibility to protect and promote the operation and maintenance of mass transit as a public service, and protect the reputation and interests of the District for the welfare of the residents of the District and the vitality of the County; and,

WHEREAS, the District previously entered into agreements with other individuals and entities for legislative and related consulting services for the benefit of the District; and,

WHEREAS, the District is aware that Michael Joseph Walters, of Godfrey, Illinois, has the experience in providing such services and is willing to represent the District; and,

WHEREAS, the District authorized the execution of an agreement for state legislative consulting services with Michael Joseph Walters on June 27, 2019, establishing a relationship through June 30, 2022; and,

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

1. Effective January 1, 2021, the monthly retainer amount, as defined in section 3(a) of the Consulting Services Agreement with Michael Joseph Walters shall be changed to five thousand dollars (\$5,000) per month. The new monthly retainer amount shall remain in full force and effect through the term June 30, 2022, of the Consulting Services Agreement.
2. Effective immediately, the authorized representative for the District shall be SJ Morrison, Managing Director.
3. Ronald L. Jedda, Chairman, J. Kelly Schmidt, Vice Chair, and/or SJ Morrison, Managing Director of the Madison County Mass Transit District, is hereby authorized to execute the attached amended agreement with Michael Joseph Walters for legislative and related services through June 30, 2022.
4. Ronald L. Jedda, Chairman, J. Kelly Schmidt, Vice Chair, and/or SJ Morrison, Managing Director of the Madison County Mass Transit District, is hereby authorized to take all action necessary to execute, complete, and perform all obligations associated with the agreement on behalf of and in a manner 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 seventeenth day of December 2020.

Ronald Jedda

Ronald Jedda (Dec 17, 2020 14:47 CST)

Ronald L. Jedda, Chairman

Kelly Schmidt

Kelly Schmidt (Dec 18, 2020 14:47 CST)

J. Kelly Schmidt

Ch

Chris Guy (Dec 17, 2020 13:58 CST)

Christopher C. Guy

Andy Economy

Andy Economy (Dec 17, 2020 14:17 CST)

Andrew F. Economy

Allen P Adomite

Allen P Adomite (Dec 22, 2020 11:20 CST)

Allen P. Adomite

APPROVED as to Form:

Thomas Haine

Thomas Haine (Dec 17, 2020 15:00 CST)

Legal Counsel

CERTIFICATE

I, Summer Moore, do hereby certify that I am the fully qualified and acting Secretary of the Board of Trustees of the Madison County Mass Transit District, and as such Secretary, I am the keeper of the records and files of the Madison County Mass Transit District.

I do further certify that at a duly constituted and legally convened meeting of the Board of Trustees of the Madison County Mass Transit District held on Thursday, December 17, 2020, a resolution was adopted in full accordance and conformity with the by-laws of the Madison County Mass Transit District and the statutes of the State of Illinois, as made and provided, and that the following is a full, complete, and true copy of the pertinent provisions of said Resolution.

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

1. Effective January 1, 2021, the monthly retainer amount, as defined in section 3(a) of the Consulting Services Agreement with Michael Joseph Walters shall be changed to five thousand dollars (\$5,000) per month. The new monthly retainer amount shall remain in full force and effect through the term June 30, 2022, of the Consulting Services Agreement.
2. Effective immediately, the authorized representative for the District shall be SJ Morrison, Managing Director.
3. Ronald L. Jedda, Chairman, J. Kelly Schmidt, Vice Chair, and/or SJ Morrison, Managing Director of the Madison County Mass Transit District, is hereby authorized to execute the attached amended agreement with Michael Joseph Walters for legislative and related services through June 30, 2022.
4. Ronald L. Jedda, Chairman, J. Kelly Schmidt, Vice Chair, and/or SJ Morrison, Managing Director of the Madison County Mass Transit District, is hereby authorized to take all action necessary to execute, complete, and perform all obligations associated with the agreement on behalf of and in a manner beneficial to the Madison County Mass Transit District.

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

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

Summer Moore
