

### CHAMPAIGN-URBANA MASS TRANSIT DISTRICT BOARD MEETING AGENDA

Wednesday, October 28, 2020 - 3:00 p.m.

**Board of Trustees:** 

**Dick Barnes** Linda Bauer Margaret Chaplan - Vice Chair Tomas Delgado

**Bradley Diel - Chair** Phil Fiscella **Bruce Hannon** 

**Advisory Board:** Lowa Mwilambwe/Marty Paulins **Emily Hutchinson** 

In accordance with Governor Pritzker's Executive Order 2020-07 (COVID-19 Executive Order No. 5) which temporarily suspends the requirement of the Illinois Open Meetings Act requiring in-person attendance by members of a public body, this meeting will be held using a virtual meeting platform:

Streamed live on YouTube accessible in two ways:

6) Statistical Summary

- https://youtu.be/QnTDj1vIP5A
- MTD's website <a href="https://mtd.org/inside/board/meetings/2020/October-28-2020/">https://mtd.org/inside/board/meetings/2020/October-28-2020/</a>

The video/audio will also be posted to the website <a href="www.mtd.org">www.mtd.org</a> after the meeting.

#### **Public Comment Modifications**

Since the Board meeting will not be open to the public due to Governor Pritzker's social distancing requirements, comments may be emailed to public@mtd.org. They will be read aloud in the Audience Participation portion of the meeting in the order that they were received. Email submissions will be accepted until the time reserved for Audience Participation is over. Each comment will be limited to 5 minutes.

**Pages** 1. Call to Order 2. Roll Call 3. Approval of Agenda 4. Audience Participation 5. Approval of Minutes 1-3 A. Board Meeting (Open Session) - September 30, 2020 Distributed at Mtg B. Board Meeting (Closed Session) - September 30, 2020 6. Communications 7. Nelson Nygaard Route Analysis 8. Reports A. Managing Director 4-6 1) Operating Notes 7-8 2) Ridership Data 3) Route Performance 9-12 13 4) District Operating Revenue/Expenses 14 5) Illinois Terminal Operating Revenue/Expenses

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### CHAMPAIGN-URBANA MASS TRANSIT DISTRICT BOARD MEETING AGENDA

Wednesday, October 28, 2020 - 3:00 p.m.

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		<u>Pages</u>
	7) Budget Analysis	16-24
	8) Accounts Payable/Check Disbursements	25-29
	9) C-CARTS	30
	10) Morgan Stanley Statement	31-37
Action	Items	
A.	Resolution 2020-4 – Determining Amount of Money Necessary to be Raised by the Tax Levy	38-40
В.	Village of Rantoul Eagle Express Transportation Service (C-CARTS) Intergovernmental Agreement	41-52
C.		53-78
D.		79-91
	,	92-96
	, ,	97-113
	A. B.	8) Accounts Payable/Check Disbursements 9) C-CARTS 10) Morgan Stanley Statement  Action Items A. Resolution 2020-4 – Determining Amount of Money Necessary to be Raised by the Tax Levy B. Village of Rantoul Eagle Express Transportation Service (C-CARTS) Intergovernmental Agreement C. Urbana-Champaign Sanitary District/MTD Intergovernmental Cooperation Agreement for Solar Facilities and Operations D. City of Urbana/MTD Right-of-Way License Agreement E. Hydrogen Production Station Fence Change Order

#### 10. Next Meeting

- Public Hearing for Tax Levy and Regular Board of Trustees Meeting –
   Wednesday, December 9, 2020 3:00 p.m. Virtual meeting: see MTD's website <a href="https://mtd.org/inside/board/meetings/2020/December-9-2020/">https://mtd.org/inside/board/meetings/2020/December-9-2020/</a>
- 11. Adjourn into Closed Session to Consider the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the District and to Consider Deliberations Concerning Salary Schedules for One or More Classes of Employees followed by Adjournment



### **Champaign-Urbana Mass Transit District (MTD) Board of Trustees Meeting**

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MINUTES - SUBJECT TO REVIEW AND APPROVAL

DATE: Wednesday, September 30, 2020

TIME: 3:00 p.m.

PLACE: This meeting was held electronically in accordance with the Governor's Executive Orders

and social distancing requirements.

9 10 11

The video of this meeting can be found at:

www.mtd.org/inside/board/meetings/

12 13 14

Trustees:

Present	Absent
Dick Barnes	
Linda Bauer	
Margaret Chaplan (Vice-Chair)	
Tomas Delgado	
Bradley Diel (Chair)	
Phil Fiscella	
Bruce Hannon	

15 16

Advisory Board:

Present	Absent
Marty Paulins	
Emily Hutchinson	

17

18 MTD Staff:

Karl Gnadt (Managing Director), Jane Sullivan (Grants & Governmental Affairs Director), Michelle Wright (Finance Director), Evan Alvarez (Special Services Manager), Jennifer Bannon (Counsel), Beth Brunk (Clerk)

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Others Present:

### **MINUTES**

1. Call to Order

Chair Diel called the meeting to order at 3:00 p.m.

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2. Roll Call

A verbal roll call was taken, and a quorum was declared present.

28 29 30

3. Approval of Agenda

MOTION by Ms. Chaplan to approve the agenda as distributed; seconded by Mr. Barnes.

31 32 33

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Roll Call:

Aye (7) -Barnes, Bauer, Chaplan, Delgado, Diel, Fiscella, Hannon

35 **Nay (**0 **MOTIO** 

MOTION CARRIED unanimously.

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> Champaign-Urbana Mass Transit District Board of Trustees

September 30, 2020

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#### 4. Audience Participation

Since the Board meeting was not open to the public due to Governor Pritzker's social distancing requirements, comments can be emailed to <a href="mailto:public@mtd.org">public@mtd.org</a>.

No comments were received.

### 5. Approval of Minutes

 A. Regular Board Meeting – August 26, 2020

as distributed; seconded by Mr. Fiscella.

 MOTION by Ms. Chaplan to approve the minutes of the August 26, 2020 MTD Board meeting

Roll Call:

Nay (0)

Aye (7) -Barnes, Bauer, Chaplan, Delgado, Diel, Fiscella, Hannon

MOTION CARRIED unanimously.

#### 6. Communications

Mr. Diel welcomed Emily Hutchinson to the Board as the new UI student Advisory member.

#### 7. Reports

A. Managing Director

Mr. Gnadt reviewed August statistics. Ridership dropped 62.38% from last year due to the pandemic. Operating revenue is down primarily because MTD is not collecting fares. The District has launched a public comment website, <a href="www.ITEtheyards.com">www.ITEtheyards.com</a>, for the Illinois Terminal Expansion project. Pre-pandemic, MTD would have hosted public open houses to solicit community input.

Mr. Gnadt noted that MTD submitted a proposal to the UI for the transportation of COVID positive students to quarantine housing. A couple of 60' articulated buses will be specially modified and sanitized to protect the operator and students if the UI decides to move forward with this plan. MCORE Project 4 has Wright Street north of Green Street left to be completed by the mid-November. MCORE Project 5 in Urbana, Green Street between Lincoln Avenue and Lincoln Square, should be finished by the end of December.

#### 8. Action Item

A. Champaign County Area Rural Transit System (C-CARTS) Vehicle Lease Agreement In July, the Board approved the Champaign County/MTD Intergovernmental Agreement (IGA) to administer the Champaign County Area Rural Transit System (C-CARTS). This transportation system consists of demand response (call in for a ride) for Champaign County residents and a fixed route service for Rantoul. The C-CARTS Vehicle Lease Agreement codifies the van leasing arrangement between Champaign County and MTD. The updated agreement includes a new expiration date of 6/30/2023, current listing of vehicles leased, and other minor administrative changes. The Champaign County Board approved this Lease Agreement at their August 2020 meeting. With the pandemic in place, fares are not being collected for this service.

MOTION by Mr. Fiscella to authorize the Managing Director to execute the C-CARTS vehicle lease agreement with Champaign County and MTD for 7/1/2020 to 6/30/2023; seconded by Ms. Chaplan.

1		Roll Call:
2		Aye (7) -Barnes, Bauer, Chaplan, Delgado, Diel, Fiscella, Hannon
3		Nay (0)
4		
5		The MOTION CARRIED unanimously.
6		,
7		B. <u>Upgrade of Audio/Visual Equipment at Illinois Terminal</u>
8		In July 2017, MTD Board meetings moved to the City of Champaign Council Chambers so
9		meetings could be streamed live for public viewing. In April 2020, the board meetings
10		moved back to Illinois Terminal as the Champaign City building access was restricted due
11		to COVID. Board meetings are currently streamed live on YouTube while integrating a
12		Zoom meeting format. MTD's tech services were able to piece together a temporary
13		solution but equipment improvements are needed to provide a better broadcast quality of
14		the meeting. Picture Perfect has quoted \$64,530 to do the upgrade. Pending state
15		approval, the project will be funded 65% with state funding and 35% (\$22,586) in local
16		funds. CityView clients will be able to rent the equipment for additional revenue to MTD.
17		
18		Roll Call:
19		Aye (6) -Barnes, Bauer, Chaplan, Delgado, Diel, Hannon
20		Nay (1) - Fiscella
21		
22		The MOTION CARRIED.
23		
24	9.	Next Meeting
25		A. Regular Board of Trustees Meeting – Wednesday, October 28, 2020 – 3:00 p.m. –
26		Location and format to be determined
27		
28	10.	Adjourn into Closed Session to Consider Litigation which is Probable or Imminent
29		against MTD followed by Adjournment
30		MOTION by Mr. Fiscella to adjourn into closed session to consider litigation which is probable
31		or Imminent against MTD followed by adjournment; seconded by Ms. Chaplan.
32		
33		Roll Call:
34		Aye (7) – Barnes, Bauer, Chaplan, Delgado, Diel, Fiscella, Hannon
35		Nay (0)
36		
37		The MOTION CARRIED unanimously.
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39		Mr. Diel adjourned the meeting at 3:36 p.m. to enter into closed session.
40		Out with a dilater
41		Submitted by:
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43 44		
45		Clerk
46		OICIK
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48		Approved:
49		- Trp
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51		
52		Board of Trustees Chair



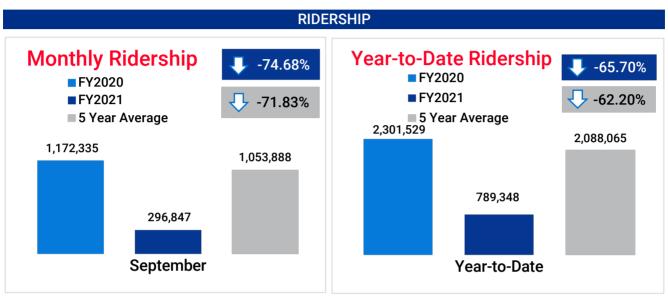
MTD MISSION

Leading the way to greater mobility

MTD VISION

MTD goes beyond traditional boundaries to promote excellence in transportation.

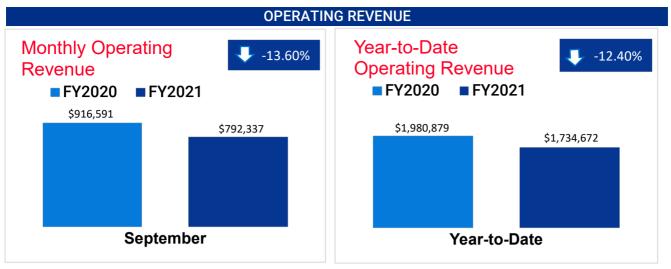
### MTD MANAGING DIRECTOR OPERATING NOTES October, 2020



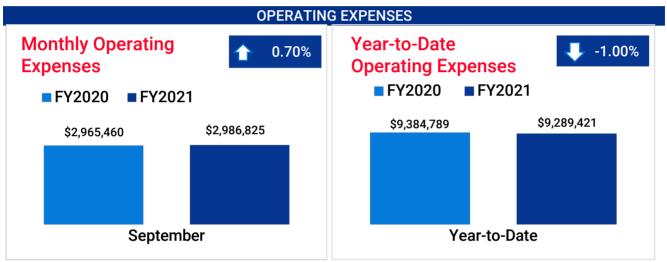
September ridership dropped 74.7% compared to last year at 296,847 versus 1,172,335 last September. While all routes were down, community routes remained more resilient. The Pink, Orange Hopper, Orange, Grey and Lavender dropped between 13% and 30% from last September, while all other routes dropped by more than 50%. The Red, Green, Green Hopper and Yellow are down 50-60% from last year, reflecting its community/student ridership mix. This September's "biggest losers" on weekdays were the Illini (at 20,000 riders from 184,000 last September), the Teal (at 11,000 from 80,000) and the Silver (at 12,000 from 62,000). The Yellow Hopper and Gold Hopper were also down by 38,000 to 42,000 riders compared to last year. Large losses (compared to last year) will likely be seen in October and February as well, when university ridership was at its highest.

This September was the first full month of our modified service level, and there were 30,000 more total rides (11% increase) than the previous month, due to the influx of students. The return of students also increased Safe Rides ridership from 66 in August to 691 in September. 213,000 riders were serviced on weekday daytime routes (36,000 at night) whereas weekends had 34,000 (10,500 at night). The weekday Yellow, Green and Illini were our strongest ridership routes, each at 20,000-22,000 riders this month. The daytime Green, Grey and Yellow are our strongest performers on weekends.

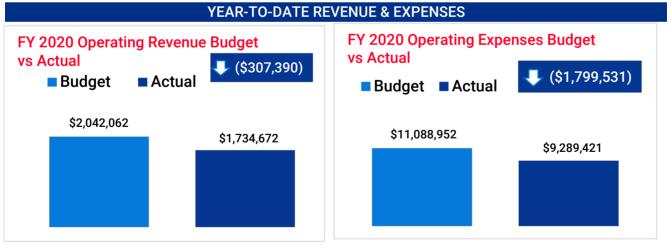
Due to MCORE, Wright St. remained closed from Springfield Ave. to Green St. This work is scheduled to conclude late October. Phase 5 on Green St. moved west, closing the segment between Coler Ave. and Birch St. This reroutes all variants of our Green to Main/Springfield via Lincoln Ave. and Race St. This phase of construction is scheduled to be finished by the end of the calendar year.



September, 2020 operating revenue was 13.60% below September, 2019, and year-to-date operating revenue was 12.40% below FY2020.



September operating expenses were 0.70% above September, 2019. Year-to-date operating expenses were 1.00% below FY2020.



Year-to-date operating revenues are \$307,390 below budget while operating expenses are \$1,799,531 under budget.

#### MANAGING DIRECTOR'S NOTES

\* Morgan Stanley has sent us a letter indicating that they will no longer be serving government entities and would process liquidation orders only after 3/29/19. Since the CDs in the Morgan Stanley account have favorable interest rates, we did not want to liquidate the CDs. This decision is also in compliance with the following section of the Investment Policy: "6. Investment instruments shall be held to face maturity unless a level of risk is established which makes it prudent to liquidate the instrument before maturity. Such level of risk is deemed established by a rating downgrade of two levels by either Moody's or Standard and Poor's. When investments are sold at a loss, the investment agent or portfolio manager shall provide a written statement to the District detailing the transaction, the assessment of the risk, and the reasoning behind the liquidation decision."

We have researched options to move the CDs to a new custodian but have not yet made a decision. The policy section of the Investment Policy states that "Investments...may from time to time be invested in financial instruments in order to provide for additional interest income above that which may be obtained from demand deposits."

The loss of fares and uncertainty about state funding along with dismal interest rates during the pandemic require MTD to focus on liquidity and preservation of funds at this time. This position is supported by the Investment Objectives in the Investment Policy as follows: "Investments [sic] objectives shall be as follows in order of preference.

- A. Liquidity
- B. Preservation of Funds
- C. Income"
- \* The first full draft of the environmental assessment (EA) for the Illinois Terminal expansion at The Yards has been sent to the Federal Transit Administration (FTA). This is the 75-page document that helps FTA determine whether the project will have a significant environmental impact. It addresses topics like historical sites, parks, impact on neighbors, cultural resources, environmental justice, construction impacts (noise, vibration, etc.), water, geology, soils, hazardous materials, air quality, visual impacts, etc. Based on the draft assessment, the project is not expected to have a significant impact on the environment (though FTA and the State Historic Preservation Office ultimately makes this determination).
- \* When a community partner calls out for help, MTD always answers. That is exactly what happened last week when the Illinois Fire Service Institute (IFSI) called in need of a quick way to sanitize the interior of their fire trucks. A COVID-19 positive staff person had been in all of their trucks, and they had no way to quickly sanitize everything. Maintenance mobilized three employees to sanitize the trucks using our electrostatic sprayers. IFSI was very grateful, and the Maintenance employees enjoyed seeing the IFSI facility up close.

### **Champaign-Urbana Mass Transit District** Fiscal-Year-to-Date Ridership Comparison

	Sep-20	Sep-19	% Change	FY21 YTD	FY20 YTD	% Change
Adult Rides	21,879	38,694	-43.5%	84,224	118,698	-29.0%
School Rides	395	51,898	-99.2%	1,911	79,610	-97.6%
DASH/Senior - E & D Rides	6,626	50,849	-87.0%	22,411	155,931	-85.6%
U of I Faculty/Staff Rides	3,882	41,060	-90.5%	9,408	91,096	-89.7%
Annual Pass	6,755	49,098	-86.2%	24,551	142,344	-82.8%
U of I Student Rides	252,355	890,767	-71.7%	631,628	1,567,449	-59.7%
All Day Passes	306	436	-29.8%	309	1,429	-78.4%
Transfers	317	12,440	-97.5%	1,064	37,297	-97.1%
Saferides	691	2,026	-65.9%	757	2,285	-66.9%
West Connect	81	80	1.3%	257	89	188.8%
Monthly Pass	1,353	20,665	-93.5%	6,863	65,482	-89.5%
Veterans Pass	266	3,654	-92.7%	832	11,228	-92.6%
Total Unlinked Passenger Ride	294,906	1,161,667	-74.6%	784,215	2,272,938	-65.5%
Half-Fare Cab Subsidy Rides	154	1,062	-85.5%	405	3,596	-88.7%
ADA Rides	1,787	9,606	-81.4%	4,728	24,995	-81.1%
TOTAL	296,847	1,172,335	-74.7%	789,348	2,301,529	-65.7%

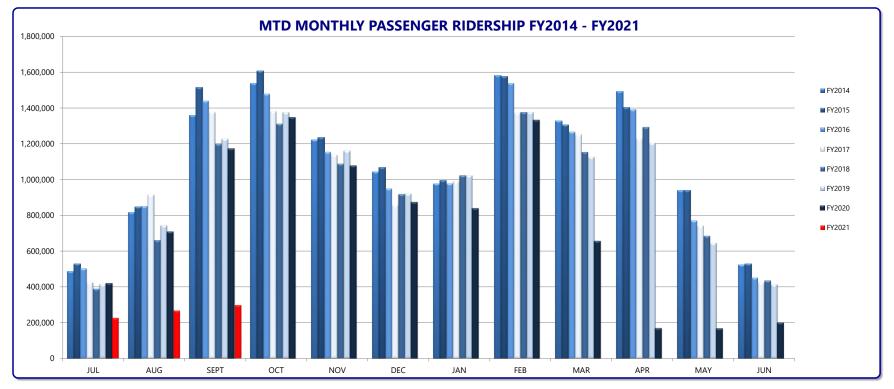
	Sep-20	Sep-19
Weekdays	22	20
UI Weekdays	22	20
Saturdays	4	4
UI Saturdays	4	4
Sundays	4	5
UI Sundays	4	5
Champaign Schools Days	0	20
Urbana School Days	22	20
Holidays	1	1
Average Temperature	77	71
Total Precipitation	2.69	3.17
Average Gas Price	\$2.19	\$2.52

#### **Champaign-Urbana Mass Transit District**

October 21, 2020

MTD Monthly Passenger Ridership FY2014 - FY2021

_	FY2014	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021
JUL	487,363	529,018	503,481	424,915	389,398	415,476	420,729	226,004
AUG	817,249	848,165	851,098	914,496	661,178	743,728	708,465	266,497
SEPT	1,358,928	1,514,019	1,439,491	1,375,803	1,197,928	1,226,527	1,172,335	296,847
ост	1,538,309	1,606,340	1,478,275	1,380,990	1,310,380	1,375,516	1,346,402	
NOV	1,223,026	1,236,071	1,153,897	1,137,573	1,087,343	1,160,184	1,076,993	
DEC	1,044,064	1,068,608	949,030	857,837	917,782	920,718	873,429	
JAN	975,863	996,469	977,223	989,700	1,022,713	1,022,403	838,969	
FEB	1,582,330	1,576,687	1,537,540	1,371,778	1,375,553	1,375,560	1,331,716	
MAR	1,327,336	1,305,425	1,266,676	1,251,352	1,153,015	1,125,644	656,224	
APR	1,492,613	1,402,475	1,391,286	1,228,127	1,292,424	1,203,603	169,747	
MAY	939,758	940,147	770,860	742,253	684,678	645,383	168,484	
JUN	522,493	528,360	451,663	424,219	435,993	414,421	201,092	
TOTAL	13,309,332	13,551,784	12,770,520	12,099,043	11,528,385	11,629,163	8,964,585	789,348



**Route Performance Report** 

September 2020

Weekdays

Daytime Campus	Passengers	Revenue Hours	Passengers Per Revenue Hour	Revenue Hour Performance Comparison +	Revenue Miles	Passengers Per Revenue Mile	Revenue Mile Performance Comparison +
Fixed Route	58,484	3,625.60	16.13		41,175.67	7 1.42	
1 Yellow Hopper	7,404	583.12	12.70	0.79	7,117.82	1.04	0.73
10 Gold Hopper	6,844	439.98	15.56	0.96	5,303.42	1.29	0.91
12 Teal	10,759	785.37	13.70	0.85	8,424.78	1.28	0.90
13 Silver	11,757	675.17	17.41	1.08	8,340.98	1.41	0.99
21 Raven	1,622	200.27	8.10	0.50	2,111.07	0.77	0.54
22 Illini	20,098	941.70	21.34	1.32	9,877.60	2.03	1.43
Daytime Community Fixed Route	154,854	10,667.1	0 14.52		151,040.5	5 1.03	
1 Yellow	22,143	1,161.25	19.07	1.31	16,120.10	1.37	1.34
2 Red	17,199	1,141.16	15.07	1.04	15,207.97	1.13	1.10
3 Lavender	9,775	518.87	18.84	1.30	6,954.12	1.41	1.37
4 Blue	3,835	528.58	7.26	0.50	7,039.62	0.54	0.53
5 Green	21,720	1,168.18	18.59	1.28	15,368.85	1.41	1.38
5 Green Express	1,417	184.45	7.68	0.53	2,775.04	0.51	0.50
5 Green Hopper	16,217	695.21	23.33	1.61	9,279.38	1.75	1.70
6 Orange	11,511	751.95	15.31	1.05	9,727.89	1.18	1.15
6 Orange Hopper	5,695	271.55	20.97	1.44	3,193.90	1.78	1.74
7 Grey	17,695	918.28	19.27	1.33	12,717.74	1.39	1.36
8 Bronze	1,462	345.37	4.23	0.29	5,161.62	0.28	0.28
9 Brown	9,648	1,077.85	8.95	0.62	15,414.86	0.63	0.61
10 Gold	10,045	819.47	12.26	0.84	11,757.20	0.85	0.83
11 Ruby	192	112.35	1.71	0.12	2,137.09	0.09	0.09
14 Navy	2,873	443.33	6.48	0.45	8,452.84	0.34	0.33
16 Pink	3,427	529.25	6.48	0.45	9,732.33	0.35	0.34

<sup>\*</sup> The Percent of Group Ridership shows how the ridership for the route compares to the group

<sup>+</sup> Performance Comparison shows each Route's Passengers Per Revenue Hour or Mile compared to the Route Group's average. Routes the are continually above 1.5 or below 0.5 may need to be examined as they are not performing within the Group Standards.

	Passengers	Revenue Hours	Passengers Per Revenue Hour	Revenue Hour Performance Comparison +	Revenue Miles	Passengers Per Revenue Mile	Revenue Mile Performance Comparison +
Evening Campus Fixed Route	11,490	756.55	15.19		8,938.16	1.29	
120 Teal	2,461	220.85	11.14	0.73	2,611.89	0.94	0.73
130 Silver	2,217	156.80	14.14	0.93	1,951.33	1.14	0.88
220 Illini	6,812	378.90	17.98	1.18	4,374.94	1.56	1.21
Evening Community Fixed Route	22,417	1,699.13	3 13.19		24,664.26	6 0.91	
50 Green	5,250	367.50	14.29	1.08	5,248.82	1.00	1.10
50 Green Hopper	3,364	233.45	14.41	1.09	3,183.75	1.06	1.16
70 Grey	5,819	333.15	17.47	1.32	4,729.99	1.23	1.35
100 Yellow	6,445	535.13	12.04	0.91	7,436.06	0.87	0.95
110 Ruby	804	73.48	10.94	0.83	1,225.71	0.66	0.72
180 Lime	735	156.42	4.70	0.36	2,839.94	0.26	0.28
Total	247,245	16,748.3	8 14.76		225,818.6	1.09	

<sup>\*</sup> The Percent of Group Ridership shows how the ridership for the route compares to the group + Performance Comparison shows each Route's Passengers Per Revenue Hour or Mile compared to the Route Group's average. Routes that are continually above 1.5 or below 0.5 may need to be examined as they are not performing within the Group Standards.

**Route Performance Report** 

September 2020

Weekends

Saturday Dayting	Passengers	Revenue Hours	Passengers Per Revenue Hour	Revenue Hour Performance Comparison +	Revenue Miles	Passengers Per Revenue Mile	Revenue Mile Performance Comparison +
Saturday Daytime Campus Fixed Route	3,950	205.15	19.25		2,451.82	1.61	
120 Teal	1,347	94.53	14.25	0.74	1,045.24	1.29	0.80
130 Silver	1,697	73.00	23.25	1.21	912.75	1.86	1.15
220 Illini	906	37.62	24.09	1.25	493.83	1.83	1.14
Saturday Daytime Community Fixed Route	17,994	959.07	18.76		13,577.55	1.33	
20 Red	1,866	127.46	14.64	0.78	1,672.13	1.12	0.84
30 Lavender	1,664	86.73	19.19	1.02	1,342.89	1.24	0.93
50 Green	4,409	179.20	24.60	1.31	2,331.25	1.89	1.43
70 Grey	4,401	185.43	23.73	1.26	2,491.78	1.77	1.33
100 Yellow	4,132	220.46	18.74	1.00	3,042.39	1.36	1.02
110 Ruby	868	75.40	11.51	0.61	1,259.37	0.69	0.52
180 Lime	654	84.38	7.75	0.41	1,437.73	0.45	0.34
Saturday Evening Campus Fixed Route	2,849	152.45	18.69		1,808.61	1.58	
120 Teal	498	44.87	11.10	0.59	497.91	1.00	0.63
130 Silver	780	39.78	19.61	1.05	496.37	1.57	1.00
220 Illini	1,571	67.80	23.17	1.24	814.32	1.93	1.22
Saturday Evening Community Fixed Route	4,545	332.31	13.68		4,664.87	0.97	
50 Green	1,084	69.80	15.53	1.14	962.86	1.13	1.16
50 Green Hopper	687	41.13	16.70	1.22	538.92	1.27	1.31
70 Grey	1,144	71.53	15.99	1.17	968.65	1.18	1.21
100 Yellow	1,379	106.91	12.90	0.94	1,463.00	0.94	0.97
110 Ruby	82	12.80	6.41	0.47	213.40	0.38	0.39
180 Lime	169	30.13	5.61	0.41	518.04	0.33	0.33

<sup>\*</sup> The Percent of Group Ridership shows how the ridership for the route compares to the group

<sup>+</sup> Performance Comparison shows each Route's Passengers Per Revenue Hour or Mile compared to the Route Group's average. Routes the are continually above 1.5 or below 0.5 may need to be examined as they are not performing within the Group Standards.

	Passengers	Revenue Hours	Passengers Per Revenue Hour	Revenue Hour Performance Comparison +	Revenue Miles	Passengers Per Revenue Mile	Revenue Mile Performance Comparison +
Sunday Daytime Campus Fixed Route	2,977	164.27	18.12		1,972.85	1.51	
120 Teal	1,072	69.07	15.52	0.86	764.32	1.40	0.93
130 Silver	1,362	63.53	21.44	1.18	794.53	1.71	1.14
220 Illini	543	31.67	17.15	0.95	413.99	1.31	0.87
Sunday Daytime							
Community Fixed Route	7,807	435.55	17.92		6,355.36	1.23	
30 Lavender	1,093	72.43	15.09	0.84	1,119.48	0.98	0.79
70 Grey	3,014	138.62	21.74	1.21	1,871.53	1.61	1.31
100 Yellow	3,347	164.43	20.35	1.14	2,272.36	1.47	1.20
180 Lime	353	60.07	5.88	0.33	1,092.00	0.32	0.26
Sunday Evening							
Campus Fixed Route	2,218	163.68	13.55		1,924.88	1.15	
120 Teal	591	55.87	10.58	0.78	611.83	0.97	0.84
130 Silver	578	39.53	14.62	1.08	493.19	1.17	1.02
220 Illini	1,049	68.28	15.36	1.13	819.86	1.28	1.11
Sunday Evening Community Fixed Route	1,066	63.35	16.83		906.67	1.18	
50 Green	438	20.77	21.09	1.25	274.38	1.60	1.36
100 Yellow	628	42.58	14.75	0.88	632.29	0.99	0.84
Total	43,406	2.475.82	17.53		33.662.6	0 1.29	

<sup>\*</sup> The Percent of Group Ridership shows how the ridership for the route compares to the group

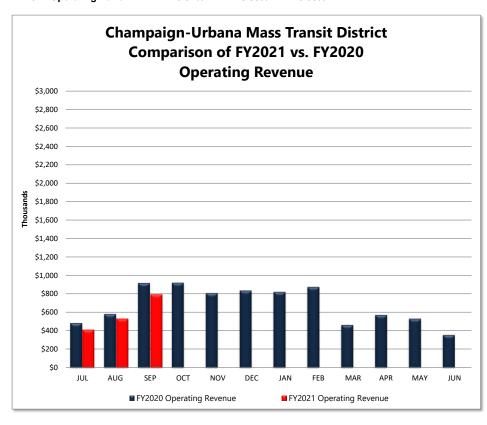
<sup>+</sup> Performance Comparison shows each Route's Passengers Per Revenue Hour or Mile compared to the Route Group's average. Routes the are continually above 1.5 or below 0.5 may need to be examined as they are not performing within the Group Standards.

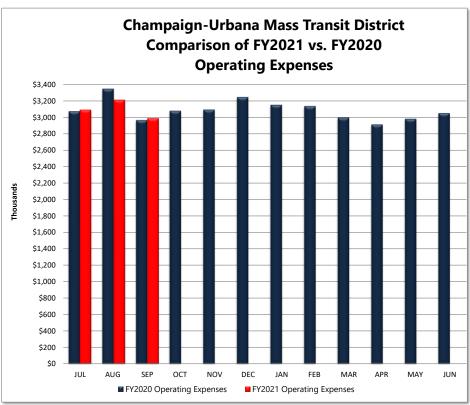
Champaign-Urbana Mass Transit District

Comparison of FY2021 vs FY2020 Revenue and Expenses

October 21, 2020

FY2020 Operating Revenue FY2021 Operating Revenue	<b>JUL</b> \$483,085 \$411,499	<b>AUG</b> \$581,203 \$530,836	<b>SEP</b> \$916,591 \$792,337	<b>OCT</b> \$919,796	<b>NOV</b> \$807,845	<b>DEC</b> \$836,133	<b>JAN</b> \$821,039	<b>FEB</b> \$874,336	<b>MAR</b> \$463,300	<b>APR</b> \$571,230	<b>MAY</b> \$531,007	<b>JUN</b> \$354,527
FY2020 Operating Expenses FY2021 Operating Expenses	. , ,	\$3,346,577 \$ \$3,211,366 \$	\$2,965,460 \$2,986,825	\$3,079,133	\$3,092,906	\$3,245,870	\$3,151,004	\$3,135,289	\$2,996,411	\$2,912,283	\$2,981,602	\$3,049,481
FY2020 Operating Ratio	15.72% 13.31%	17.37% 16.53%	30.91% 26.53%	29.87%	26.12%	25.76%	26.06%	27.89%	15.46%	19.61%	17.81%	11.63%



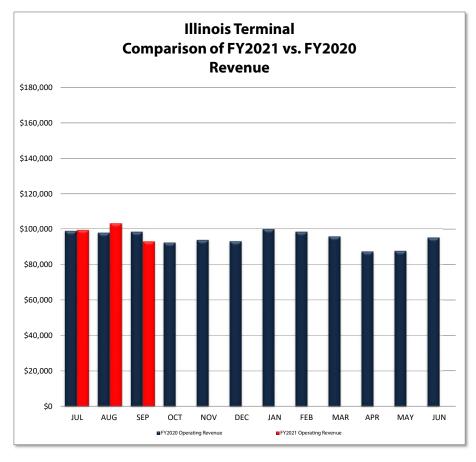


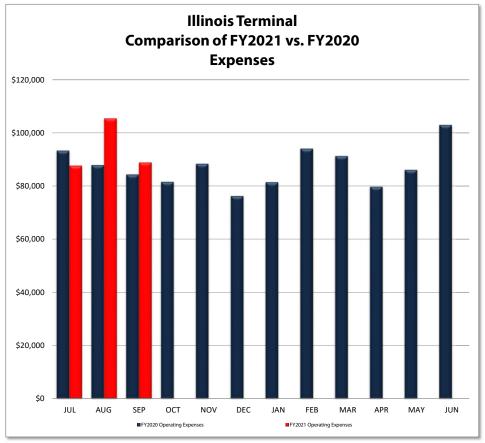
### Champaign-Urbana Mass Transit District October 21, 2020

Illinois Terminal

Comparison of FY2021 vs FY2020 Revenue and Expenses

	JUL	AUG	SEP	ОСТ	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Last 12 Months
FY2020 Operating Revenue FY2021 Operating Revenue	\$98,643 \$99,240	\$97,691 \$102,981	\$98,255 \$92,748	\$92,150	\$93,576	\$92,884	\$99,758	\$98,215	\$95,559	\$87,198	\$87,430	\$94,933	Revenue \$1,136,671
r 12021 Operating Revenue	399,240	\$102,901	332,740										\$1,130,071
FY2020 Operating Expenses FY2021 Operating Expenses	\$93,298 \$87,571	\$87,910 \$105,427	\$84,314 \$88,769	\$81,550	\$88,381	\$76,275	\$81,457	\$94,030	\$91,245	\$79,763	\$86,085	\$102,976	Expenses \$1,063,529
FY2020 Operating Ratio FY2021 Operating Ratio	105.7% 113.3%	111.1% 97.7%	116.5% 104.5%	113.0%	105.9% -	121.8% -	122.5% -	104.5% -	104.7% -	109.3% -	101.6% -	92.2% -	Ratio 106.9%





September 2020 Statistical Summary

HOURS	Sept 2019	Sept 2020	% Change	FY2020 to Date	% Change	
Passenger Revenue	25,240.75	21,543.10	-14.6%	66,115.70	60,570.63	-8.4%
Vacation/Holiday/Earned Time	3,483.05	3,932.92	12.9%	20,459.70	22,229.34	8.6%
Non-Revenue	9,195.32	6,889.96	-25.1%	24,229.43	19,573.77	-19.2%
TOTAL	37,919.12	32,365.98	-14.64%	110,804.83	102,373.74	-7.61%

REVENUE/EXPENSES	Sept 2019	Sept 2020	% Change FY2020 to Date		FY2021 to Date	% Change
Operating Revenue	\$916,591.17	\$792,337.18	-13.6%	\$1,980,878.73	\$1,734,672.42	-12.4%
Operating Expenses	\$2,965,459.53	\$2,986,825.27	0.7%	\$9,384,789.21	\$9,289,420.68	-1.0%
Operating Ratio	30.91%	26.53%	-14.2%	21.11%	18.67%	-11.5%
Passenger Revenue/Revenue Vehicle Hour	\$29.74	\$33.02	11.0%	\$23.23	\$26.54	14.2%

RIDERSHIP	Sept 2019	Sept 2020	% Change	FY2020 to Date	FY2021 to Date	% Change
Revenue Passenger	1,149,227	294,589	-74.4%	2,235,641	783,151	-65.0%
Transfers	12,440	317	-97.5%	37,297	1,064	-97.1%
Total Unlinked	1,161,667	294,906	-74.6%	2,272,938	784,215	-65.5%
ADA Riders	9,606	1,787	-81.4%	24,995	4,728	-81.1%
Half Fare Cab	1,062	154	-85.5%	3,596	405	-88.7%
	·			<u> </u>		
TOTAL	1,172,335	296,847	-74.68%	2,301,529	789,348	-65.70%

From Fiscal Year: Thru Fiscal Year:				Division: 00 Champaign Urbana Mass Transit Dis	strict		As of: 10	/19/2020
Sep-2020	Budget This Period	Sep-2019	Act/Bgt Var %		Jul Actual Ytd	-2020 thru Sep-2020 Budget Ytd	Last Ytd	Act/Bgt Var %
				4000000000 **** R E V E N U E ****				
				4000000099 ** TRANSPORTATION REVENUE				
				4010000000 * PASSENGER FARES				
38.00	54,166.67	54,228.97	-99.93%	4010100000 FULL ADULT FARES	-12.00	162,500.01	166,963.28	-100.019
332.00	1,416.10	702.87	-76.56%	4010300000 STUDENT FARES	318.00	4,248.30	3,176.87	-92.51
0.00	0.00	0.00	0.00%	4010700000 FARE REFUNDS	0.00	0.00	0.00	0.00
5,940.82	16,666.67	14,665.27	-64.36%	4010800000 ANNUAL PASS REVENUE	22,842.16	50,000.01	44,124.77	-54.329
1,149.50	7,080.50	5,587.50	-83.77%	4011000000 HALF FARE CAB	2,781.50	21,241.50	18,518.08	-86.91
0.00	4,166.67	3,016.00	-100.00%	4011100000 ADA TICKETS & FARES	0.00	12,500.01	9,743.00	-100.00
7,460.32	83,496.61	78,200.61	-91.07%	4019900099 * TOTAL PASSENGER FARES	25,929.66	250,489.83	242,526.00	-89.65
				4020000000 * SPECIAL TRANSIT & SCHOOL FARE				
595,995.53	647,031.60	571,513.40	-7.89%	4020300000 U OF I CAMPUS SERVICE	1,350,320.41	1,406,983.20	1,223,668.33	-4.03
26,625.48	27,072.50	26,527.90	-1.65%	4020500000 ADA - U I & DSC CONTRACTS	79,876.44	81,217.50	79,583.70	-1.65
82,407.78	62,216.00	80,063.00	32.45%	4030100000 SCHOOL SERVICE FARES	82,407.78	62,216.00	80,063.00	32.45
705,028.79	736,320.10	756,304.91	-4.25%	4039999999 * TOTAL SPECIAL TRANSIT & SCHOO	1,512,604.63	1,550,416.70	1,625,841.03	-2.44
				4060000000 *AUXILIARY TRANSPORTATION REVE				
1,164.73	1,666.67	5,063.85	-30.12%	4060100000 I.T. COMMISSIONS	4,029.02	5,000.01	6,987.35	-19.429
31,258.33	20,825.00	25,209.17	50.10%	4060300000 ADVERTISING REVENUE	33,478.33	62,475.00	63,813.67	-46.41
32,423.06	22,491.67	786,577.93	44.16%	4069900098 *TOTAL AUXILIARY TRANSPORTATIO	37,507.35	67,475.01	1,696,642.05	-44.41
744,912.17	842,308.38	786,577.93	-11.56%	4069900099 ** TOTAL TRANSPORTATION REVEN	1,576,041.64	1,868,381.54	1,696,642.05	-15.659
				4070000000 ** NON-TRANSPORTATION REVENUE				
999.83	1,666.00	2,093.21	-39.99%	4070100000 SALE OF MAINTENANCE SERVICES	5,204.95	4,998.00	4,673.19	4.14
0.00	0.00	0.00		4070200000 RENTAL OF REVENUE VEHICLES	0.00	0.00	0.00	0.00
36,578.86	33,320.00	40,464.39		4070300000 BUILDING RENTAL - IL TERMINAL	117,410.12	99,960.00	122,155.25	17.46
2,001.05	2,082.50	2,001.05		4070300002 BUILDING RENTAL - 801 & 1101	6,003.15	6,247.50	6,003.15	-3.91
12,683.44	20,825.00	44,612.18		4070400000 INVESTMENT INCOME	43,622.06	62,475.00	115,661.03	-30.18
-7,430.39	0.00	38,049.82		4070400002 +/ - FAIR VALUE OF INVESTMENT	-18,303.46	0.00	28,817.79	-100.00
0.00	0.00	0.00		4070800000 OVER OR SHORT	0.00	0.00	0.00	0.00
0.00	0.00	0.50	3.0070					

From Fiscal Year: Thru Fiscal Year:				Division: 00 Champaign Urbana Mass Transit Di	strict		As of: 10	/19/2020
Sep-2020	Budget This Period	Sep-2019	Act/Bgt Var %		Jul Actual Ytd	l-2020 thru Sep-2020 Budget Ytd	Last Ytd	Act/Bgt Var %
2,592.22	0.00	1,255.09	100.00%	4079900001 OTHER NON-TRANSPORTATION REV	4,693.96	0.00	4,256.27	100.00%
47,425.01	57,893.50	130,013.24	-18.08%	4079900099 ** TOTAL NON-TRANSPORTATION RE	158,630.78	173,680.50	284,236.68	-8.67%
792,337.18	900,201.88	916,591.17	-11.98%	4079999999 *** TOTAL TRANS & NON-TRANS REV	1,734,672.42	2,042,062.04	1,980,878.73	-15.05%
				4080000000 ** TAX REVENUE				
784,600.00	758,333.33	755,425.00	3.46%	4080100000 PROPERTY TAX REVENUE	2,334,600.00	2,274,999.99	2,266,275.00	2.62%
0.00	0.00	0.00	0.00%	4080100001 PROPERTY TAX - UNCOLLECTIBLE R	0.00	0.00	0.00	0.00%
30,392.05	0.00	58,593.35	100.00%	4080600000 REPLACEMENT TAX REVENUE	54,365.84	49,000.00	62,631.98	10.95%
-6,025.00	0.00	-6,025.00	-100.00%	4089900001 MISCELLANEOUS PROPERTY TAXES	0.00	0.00	0.00	0.00%
808,967.05	758,333.33	807,993.35	6.68%	4089999999 ** TOTAL TAX REVENUE	2,388,965.84	2,323,999.99	2,328,906.98	2.80%
				4110000000 ** STATE GRANTS & REIMBURSEME				
1,921,826.93	1,910,358.33	1,916,294.41	0.60%	4110100000 OPERATING ASSISTANCE - STATE	5,981,081.70	5,731,074.99	6,089,082.34	4.36%
460,143.08	0.00	0.00	100.00%	4110100001 OPERATING ASSIST - DEBT SERVICE	454,790.19	0.00	0.00	100.00%
1,377.30	0.00	2,003.89	100.00%	4111000000 STATE GRANT REVENUE	1,377.30	0.00	5,483.91	100.00%
0.00	0.00	0.00	0.00%	4111000001 STATE GRANT REVENUE - PASS TH	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	4119900000 STATE REIMBURSEMENTS	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	4119900001 STATE REIMB - PASS THRU \$	0.00	0.00	0.00	0.00%
2,383,347.31	1,910,358.33	1,918,298.30	24.76%	4119999999 ** TOTAL STATE GRANTS & REIMB	6,437,249.19	5,731,074.99	6,094,566.25	12.32%
				4130000000 ** FEDERAL GRANTS & REIMBURSE				
0.00	0.00	0.00	0.00%	4130100000 OPERATING ASSISTANCE - FEDERAL	0.00	0.00	0.00	0.00%
277,812.30	0.00	8,015.55	100.00%	4130500000 FEDERAL GRANT REVENUE	277,523.97	0.00	21,935.63	100.00%
0.00	0.00	0.00	0.00%	4130600000 FEDERAL GRANT PASS THRU \$	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	4139900000 FEDERAL REIMBURSEMENTS	0.00	0.00	0.00	0.00%
277,812.30	0.00	8,015.55	100.00%	4139999999 ** TOTAL FEDERAL GRANTS & REIM	277,523.97	0.00	21,935.63	100.00%
				4150000000 **OTHER AGENCY REVENUES				
0.00	0.00	0.00	0.00%	4150130000 CONTRIBUTED CAPITAL - GOV'T	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	4150130010 CONTRIBUTED CAPITAL - NON-GOV'T	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	4159999999 ***TOTAL OTHER AGENCY REVENUE	0.00	0.00	0.00	0.00%
4,262,463.84	3,568,893.54	3,650,898.37	19.43%	4999900099 **** TOTAL REVENUE ****	10,838,411.42	10,097,137.02	10,426,287.59	7.34%

From Fiscal Year: Thru Fiscal Year:		-	Division. 00 Champaigh Orbana wass Transit District						
mu i iscai icai.	Budget	,	Act/Bgt		Jul	-2020 thru Sep-2020		Act/Bgt	
Sep-2020	This Period	Sep-2019	Var %		Actual Ytd	Budget Ytd	Last Ytd	Var %	
				5000000000 * * * * EXPENSES * * *					
				5010000000 ** LABOR					
793,827.55	882,000.00	848,772.58	-10.00%	5010101000 OPERATORS WAGES	2,210,762.79	2,450,000.00	2,315,683.04	-9.76	
102,731.06	111,367.00	91,208.49	-7.75%	5010204000 MECHANICS WAGES - MAINT	301,393.75	330,272.00	270,490.29	-8.74	
63,422.86	65,200.00	62,000.80	-2.73%	5010304000 MAINTENANCE WAGES - MAINT	189,515.68	205,120.00	195,056.58	-7.61	
97,483.58	106,355.50	88,889.37	-8.34%	5010401000 SUPERVISORS SALARIES - OPS	324,033.96	463,887.75	387,646.48	-30.15	
26,872.28	17,006.80	13,899.88	58.01%	5010404000 SUPERVISORS SALARIES - MAINT	83,525.74	78,982.80	64,588.00	5.75	
76,478.84	48,352.50	49,568.08	58.17%	5010501000 OVERHEAD SALARIES - OPS	240,540.50	168,619.75	172,864.30	42.65	
41,735.30	28,420.00	31,777.63	46.85%	5010504000 OVERHEAD SALARIES - MAINT	128,825.19	121,800.00	131,857.46	5.77	
115,800.37	199,840.00	179,974.39	-42.05%	5010516000 OVERHEAD SALARIES - G&A	385,690.81	547,200.00	492,838.91	-29.52	
14,391.74	12,030.00	5,441.73	19.63%	5010516200 OVERHEAD SALARIES - IT	46,682.94	37,800.00	17,102.58	23.50	
11,489.80	24,870.00	22,157.50	-53.80%	5010601000 CLERICAL WAGES - OPS	34,014.00	72,270.00	64,404.98	-52.93	
0.00	2,589.00	2,236.64	-100.00%	5010604000 CLERICAL WAGES - MAINT	0.00	11,559.00	9,987.80	-100.00	
29,484.91	31,440.00	27,013.83	-6.22%	5010616000 CLERICAL WAGES - G&A	93,778.20	109,880.00	94,452.65	-14.65	
5,739.99	7,704.50	9,565.14	-25.50%	5010616200 CLERICAL WAGES - IT	19,878.22	24,073.00	29,892.84	-17.43	
10,336.42	15,949.00	14,018.03	-35.19%	5010716200 SECURITY WAGES - IT	31,855.79	49,677.00	43,662.86	-35.87	
-3,997.47	0.00	-2,095.88	-100.00%	5010801000 LABOR CREDIT - OPS	-9,281.92	0.00	-9,328.20	-100.00	
-4,999.03	0.00	-5,268.11	-100.00%	5010804000 LABOR CREDIT - MAINT	-21,629.07	0.00	-12,642.29	-100.00	
-1,498.48	0.00	-1,559.68	-100.00%	5010806000 LABOR CREDIT - G&A	-7,393.25	0.00	-3,060.16	-100.00	
8,353.15	9,405.00	8,380.53	-11.18%	5010816200 MAINTENANCE WAGES - IT	29,120.06	34,936.00	31,119.61	-16.65	
2,817.37	0.00	0.00	100.00%	5010901000 REDUCED/REASSIGNMNT PAY - OPS	15,083.10	0.00	0.00	100.00	
0.00	0.00	0.00	0.00%	5010904000 REDUCED/REASSIGNMNT PAY - MAI	0.00	0.00	0.00	0.00	
0.00	0.00	0.00	0.00%	5010916000 REDUCED/REASSIGNMNT PAY - G&A	0.00	0.00	0.00	0.00	
0.00	0.00	0.00	0.00%	5010916200 REDUCED/REASSIGNMNT PAY - IT	0.00	0.00	0.00	0.00	
0.00	0.00	0.00	0.00%	5011001000 MEAL DELIVERY WAGES - OPS (NON	5,012.81	0.00	0.00	100.00	
1,390,470.24	1,562,529.30	1,445,980.95	-11.01%	5019999000 ** TOTAL LABOR	4,101,409.30	4,706,077.30	4,296,617.73	-12.85	
				5020000000 ** FRINGE BENEFITS					
81,536.61	84,590.00	80,160.31	-3.61%	5020101000 FICA - OPS	264,315.40	274,670.00	260,304.39	-3.77	
20,798.78	18,816.00	18,332.73		5020104000 FICA - MAINT	65,123.15	61,848.00	60,226.01	5.30	
8,410.96	12,450.00	11,054.25		5020116000 FICA - G&A	30,714.14	40,250.00	35,718.87	-23.69	
3,083.98	4,173.00	2,946.13		5020116200 FICA - IT	9,715.68	13,529.00	9,551.12	-28.19	
129,490.27	155,710.00	118,763.80		5020201000 IMRF - OPS	408,381.60	450,110.00	343,321.99	-9.27	
32,003.84	41,666.67	27,380.26		5020204000 IMRF - MAINT	99,556.61	125,000.01	78,728.52	-20.35	
19,060.19	24,862.50	21,627.16		5020216000 IMRF - G&A	52,699.34	66,352.50	57,727.37	-20.58	
. 5,000.10	_ 1,002.00	_1,021.10	_5.5 . 70		52,000.04	55,552.55	J., , , _ , , J	_0.00	

5.23% 5020301000 MEDICAL INSURANCE - OPS

-12.69% 5020216200 IMRF - IT

4,793.33

306,808.32

5,490.00

291,550.00

4,064.01

224,071.75

17,047.50

874,650.00

12,612.87

705,788.51

-14.24%

3.58%

14,620.62

905,952.96

	Budget		Act/Bgt			-2020 thru Sep-2020		Act/Bgt
Sep-2020	This Period	Sep-2019	Var %		Actual Ytd	Budget Ytd	Last Ytd	Var %
63,765.68	62,475.00	50,721.10	2.07%	5020304000 MEDICAL INSURANCE - MAINT	194,029.20	187,425.00	155,802.91	3.52%
34,497.20	29,155.00	33,989.01	18.32%	5020316000 MEDICAL INSURANCE - G&A	103,491.60	87,465.00	88,524.06	18.32%
16,628.00	15,827.00	12,474.32	5.06%	5020316200 MEDICAL INSURANCE - IT	48,903.00	47,481.00	37,676.91	2.99%
0.00	0.00	0.00	0.00%	5020401000 DENTAL INSURANCE - OPS	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5020404000 DENTAL INSURANCE - MAINT	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5020416000 DENTAL INSURANCE - G&A	0.00	0.00	0.00	0.00%
3,489.51	2,500.00	5,324.07	39.58%	5020501000 LIFE INSURANCE - OPS	4,974.70	7,500.00	6,823.18	-33.67%
943.74	4,165.00	1,261.69	-77.34%	5020504000 LIFE INSURANCE - MAINT	1,420.51	12,495.00	1,567.45	-88.63%
345.94	4,165.00	339.05	-91.69%	5020516000 LIFE INSURANCE - G&A	3,153.91	12,495.00	449.93	-74.76%
176.40	1,249.50	30.24	-85.88%	5020516200 LIFE INSURANCE - IT	264.60	3,748.50	87.36	-92.94%
0.00	0.00	0.00	0.00%	5020601000 OPEB EXPENSE - OPS	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5020604000 OPEB EXPENSE - MAINT	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5020616000 OPEB EXPENSE - G&A	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5020616200 OPEB EXPENSE - IT	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5020701000 UNEMPLOYMENT INSURANCE - OPS	5,526.35	0.00	0.00	100.00%
0.00	0.00	0.00	0.00%	5020704000 UNEMPLOYMENT INSURANCE - MAIN	966.30	0.00	0.00	100.00%
0.00	0.00	0.00	0.00%	5020716000 UNEMPLOYMENT INSURANCE - G&A	253.07	0.00	0.00	100.00%
0.00	0.00	0.00	0.00%	5020716200 UNEMPLOYMENT INSURANCE - IT	850.36	0.00	0.00	100.00%
-2,152.24	12,500.00	8,034.33	-117.22%	5020801000 WORKERS COMP INSURANCE - OPS	16,423.96	37,500.00	26,129.42	-56.20%
16,819.42	12,495.00	1,128.77	34.61%	5020804000 WORKERS COMP INSURANCE - MAIN	24,405.39	37,485.00	5,250.66	-34.89%
4,029.12	833.00	406.57	383.69%	5020816000 WORKERS COMP INSURANCE - G&A	5,287.66	2,499.00	1,951.83	111.59%
152.85	2,082.50	152.85	-92.66%	5020816200 WORKERS COMP INSURANCE - IT	476.55	6,247.50	822.24	-92.37%
26,351.76	27,442.35	26,337.52	-3.97%	5021001000 HOLIDAYS - OPS	42,935.20	54,998.41	52,789.84	-21.93%
7,720.32	5,614.00	7,652.88	37.52%	5021004000 HOLIDAYS - MAINT	13,303.04	10,645.00	14,511.92	24.97%
0.00	0.00	0.00	0.00%	5021016000 HOLIDAYS - G&A	0.00	0.00	0.00	0.00%
702.32	583.00	810.80	20.47%	5021016200 HOLIDAYS - IT	1,166.32	1,011.00	1,405.36	15.36%
11,353.44	9,228.35	9,460.17	23.03%	5021101000 VACATIONS - OPS	195,873.97	175,946.57	180,627.91	11.33%
14,620.96	7,013.00	12,731.66	108.48%	5021104000 VACATIONS - MAINT	45,585.28	23,953.00	43,484.33	90.31%
0.00	0.00	0.00	0.00%	5021116000 VACATION - G&A	0.00	0.00	0.00	0.00%
0.00	910.00	615.20	-100.00%	5021116200 VACATIONS - IT	471.68	2,643.00	1,787.20	-82.15%
5,652.94	3,067.69	5,241.05	84.27%	5021201000 OTHER PAID ABSENCES - OPS	15,836.17	9,203.07	15,807.32	72.07%
0.00	1,000.00	820.72	-100.00%	5021204000 OTHER PAID ABSENCES - MAINT	1,070.40	3,000.00	2,049.63	-64.32%
0.00	0.00	0.00	0.00%	5021216000 OTHER PAID ABSENCES - G&A	0.00	0.00	0.00	0.00%
0.00	250.00	0.00	-100.00%	5021216200 OTHER PAID ABSENCES - IT	117.92	750.00	0.00	-84.28%
1,037.70	4,165.00	3,081.45	-75.09%	5021301000 UNIFORM ALLOWANCES - OPS	3,096.04	12,495.00	8,087.21	-75.22%
1,266.65	2,083.33	1,228.15	-39.20%	5021304000 UNIFORM ALLOWANCES - MAINT	3,965.95	6,249.99	4,401.15	-36.54%
88.36	416.67	95.83	-78.79%	5021316200 UNIFORM ALLOWANCES - IT	321.89	1,250.01	305.02	-74.25%
84.00	7,080.50	231.00	-98.81%	5021401000 OTHER FRINGE BENEFITS - OPS	2,182.07	21,241.50	2,952.80	-89.73%

	Budget		Act/Bgt			-2020 thru Sep-2020		Act/Bgt
Sep-2020	This Period	Sep-2019	Var %		Actual Ytd	Budget Ytd	Last Ytd	Var %
0.00	1,666.67	0.00	-100.00%	5021404000 OTHER FRINGE BENEFITS - MAINT	602.01	5,000.01	440.41	-87.96%
780.00	1,749.30	4,701.90	-55.41%	5021416000 OTHER FRINGE BENEFITS - G&A	4,821.51	5,247.90	11,708.10	-8.12%
0.00	1,915.90	0.00	-100.00%	5021416200 OTHER FRINGE BENEFITS - IT	146.51	5,747.70	167.70	-97.45%
43,282.96	67,200.82	62,167.46	-35.59%	5021501000 EARNED TIME - OPS	291,620.86	390,067.91	360,692.26	-25.24%
13,294.38	38,817.15	25,709.93	-65.75%	5021504000 EARNED TIME - MAINT	72,567.42	120,442.35	79,783.06	-39.75%
565.96	558.50	1,699.35	1.34%	5021516200 EARNED TIME - IT	3,081.15	1,638.50	4,990.61	88.05%
0.00	0.00	0.00	0.00%	5021604000 TOOL ALLOWANCE - MAINT	11,194.79	14,216.00	10,699.18	-21.25%
5,879.22	3,067.69	2,249.38	91.65%	5021701000 DISABILITY - OPS	11,121.24	9,203.07	8,061.40	20.84%
0.00	583.10	1,591.76	-100.00%	5021704000 DISABILITY - MAINT	681.24	1,749.30	1,591.76	-61.06%
0.00	0.00	0.00	0.00%	5021716200 DISABILITY - IT	0.00	0.00	0.00	0.00%
0.00	0.00	518.04	0.00%	5021801000 WORKERS COMP - PAYROLL - OPS	0.00	0.00	860.52	0.00%
0.00	0.00	0.00	0.00%	5021804000 WORKERS COMP - PAYROLL - MAINT	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5021816200 WORKERS COMP - PAYROLL - IT	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5021901000 ROTATION BOARD PAY - OPS	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5021904000 ROTATION BOARD PAY - MAINT	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5021916000 ROTATION BOARD PAY - G&A	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5021916200 ROTATION BOARD PAY - IT	0.00	0.00	0.00	0.00%
0.00	16,660.00	0.00	-100.00%	5022001000 EARLY RETIREMENT PLAN - OPS	11,523.00	49,980.00	99,933.00	-76.94%
0.00	8,330.00	0.00	-100.00%	5022004000 EARLY RETIREMENT PLAN - MAINT	0.00	24,990.00	0.00	-100.00%
0.00	833.33	0.00	-100.00%	5022016000 EARLY RETIREMENT PLAN - G&A	0.00	2,499.99	0.00	-100.00%
0.00	0.00	0.00	0.00%	5022016200 EARLY RETIREMENT PLAN - IT	0.00	0.00	0.00	0.00%
13,908.98	0.00	0.00	100.00%	5023001000 "SICK BANK" EXPENSES - OPS	88,755.34	0.00	0.00	100.00%
0.00	0.00	0.00	0.00%	5023004000 "SICK BANK" EXPENSES - MAINT	11,097.83	0.00	0.00	100.00%
0.00	0.00	0.00	0.00%	5023016000 "SICK BANK" EXPENSES - G&A	0.00	0.00	0.00	0.00%
996.08	0.00	0.00	100.00%	5023016200 "SICK BANK" EXPENSES - IT	1,305.20	0.00	0.00	100.00%
892,267.93	996,991.52	789,206.65	-10.50%	5029999900 ** TOTAL FRINGE BENEFITS	3,095,950.69	3,319,967.29	2,796,203.29	-6.75%
				5030000000 ** SERVICES				
19,546.26	83,300.00	25,731.18	-76.54%	5030316000 PROFESSIONAL SERVICES - G&A	78,508.26	249,900.00	78,795.63	-68.58%
0.00	250.00	0.00	-100.00%	5030316200 PROFESSIONAL SERVICES - IT	759.00	750.00	0.00	1.20%
0.00	0.00	0.00	0.00%	5030316300 PROFESSIONAL SERVICES - IT - NON	0.00	0.00	0.00	0.00%
19,886.52	17,826.20	16,519.44	11.56%	5030316400 PROFESSIONAL SERVICES - G&A - N	26,386.52	53,478.60	23,019.44	-50.66%
0.00	0.00	0.00	0.00%	5030404000 TEMPORARY HELP - MAINT	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5030416000 TEMPORARY HELP - G&A	0.00	0.00	0.00	0.00%
0.00	5,000.00	17,935.57	-100.00%	5030501000 CONTRACT MAINTENANCE - OPS	0.00	15,000.00	40,883.34	-100.00%
12,000.08	9,583.33	17,643.34	25.22%	5030504000 CONTRACT MAINTENANCE - MAINT	40,287.35	28,749.99	38,827.54	40.13%
45,994.27	49,980.00	50,594.62		5030516000 CONTRACT MAINTENANCE - G&A	127,591.14	149,940.00	129,690.43	-14.91%
•	•	•			7,633.18	•	•	

	Budget		Act/Bgt			-2020 thru Sep-2020		Act/Bgt
Sep-2020	This Period	Sep-2019	Var %		Actual Ytd	Budget Ytd	Last Ytd	Var %
0.00	0.00	0.00	0.00%	5030516300 CONTRACT MAINTENANCE - IT - NON	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5030604000 CUSTODIAL SERVICES - MAINT	0.00	0.00	0.00	0.00%
0.00	3,748.50	0.00	-100.00%	5030801000 PRINTING SERVICES - OPS	15,234.26	11,245.50	20,166.38	35.47%
0.00	0.00	0.00	0.00%	5030804000 PRINTING SERVICES - MAINT	0.00	0.00	0.00	0.00%
0.00	333.20	0.00	-100.00%	5030816000 PRINTING SERVICES - G&A	0.00	999.60	1,538.54	-100.00%
0.00	0.00	0.00	0.00%	5030816200 PRINTING SERVICES - IT	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5030816300 PRINTING SERVICES - IT - NON-REIM	0.00	0.00	0.00	0.00%
2,299.00	0.00	0.00	100.00%	5031216000 CABS	5,563.00	0.00	0.00	100.00%
397.44	3,332.00	1,007.43	-88.07%	5039901000 OTHER SERVICES - OPS	1,336.32	9,996.00	3,175.82	-86.63%
268.98	500.00	0.00	-46.20%	5039904000 OTHER SERVICES - MAINT	268.98	1,500.00	0.00	-82.07%
189.42	8,330.00	8,885.49	-97.73%	5039916000 OTHER SERVICES - G&A	2,295.87	24,990.00	34,157.38	-90.81%
654.99	416.67	0.00	57.20%	5039916200 OTHER SERVICES - IT	3,889.01	1,250.01	668.97	211.12%
0.00	0.00	0.00	0.00%	5039916300 OTHER SERVICES - IT - NON-REIMB	245.00	0.00	0.00	100.00%
0.00	0.00	0.00	0.00%	5039916400 OTHER SERVICES - G&A - NON-REIM	0.00	0.00	0.00	0.00%
104,648.97	185,515.40	140,493.31	-43.59%	5039999900 ** TOTAL SERVICES	309,997.89	556,546.20	376,246.65	-44.30%
				5040000000 ** MATERIALS & SUPPLIES CONSUM				
69,535.10	246,600.00	129,901.51	-71.80%	5040101000 FUEL & LUBRICANTS - OPS	208,070.90	646,425.00	340,446.68	-67.81%
10,867.78	10,223.50	10,196.44	6.30%	5040104000 FUEL & LUBRICANTS - MAINT	27,252.39	29,336.50	29,269.84	-7.10%
22,903.30	9,251.00	11,356.86	147.58%	5040201000 TIRES & TUBES - OPS - MB DO	46,706.68	29,421.00	35,067.05	58.75%
0.00	916.67	758.67	-100.00%	5040204000 TIRES & TUBES - MAINT - DR DO	2,626.88	2,750.01	2,412.92	-4.48%
0.00	0.00	0.00	0.00%	5040206000 TIRES & TUBES - NON-REVENUE VEH	0.00	0.00	0.00	0.00%
2,119.24	4,166.67	1,749.70	-49.14%	5040304000 GARAGE EQUIPMENT REPAIRS - MAI	4,721.73	12,500.01	7,321.69	-62.23%
6,899.56	11,662.00	1,561.66	-40.84%	5040404000 BLDG & GROUND REPAIRS - MAINT -	21,145.62	34,986.00	45,089.28	-39.56%
96.98	4,165.00	2,484.00	-97.67%	5040404001 BLDG & GROUND REPAIRS - MAINT -	7,919.06	12,495.00	4,011.24	-36.62%
420.00	0.00	0.00	100.00%	5040404002 BLDG & GROUND REPAIRS - MAINT -	426.00	0.00	0.00	100.00%
3,048.81	10,829.00	8,759.67	-71.85%	5040416200 BLDG & GROUND REPAIRS - IT	8,204.85	32,487.00	27,898.28	-74.74%
470.25	0.00	44.34	100.00%	5040416300 BLDG & GROUND REPAIRS - IT - NON	2,120.95	0.00	1,214.94	100.00%
0.00	0.00	0.00	0.00%	5040416400 BLDG & GROUND REPAIRS - G&A - N	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5040500001 REVENUE VEHICLE REPAIRS - CORE	0.00	0.00	0.00	0.00%
160,972.24	200,000.00	107,093.94	-19.51%	5040504000 REVENUE VEHICLE REPAIRS	467,510.85	600,000.00	463,169.40	-22.08%
643.08	1,666.67	28.11	-61.42%	5040604000 NON-REVENUE VEHICLE REPAIRS	4,743.02	5,000.01	2,480.94	-5.14%
13,505.15	5,000.00	2,728.49	170.10%	5040704000 SERVICE SUPPLIES - MAINT	36,370.63	15,000.00	15,165.26	142.47%
1,780.72	2,333.33	2,678.58	-23.68%	5040716200 SERVICE SUPPLIES - IT	4,913.57	6,999.99	6,417.98	-29.81%
863.66	4,248.30	1,344.33	-79.67%	5040801000 OFFICE SUPPLIES - OPS	3,289.55	12,744.90	6,406.86	-74.19%
737.17	3,750.00	169.24	-80.34%	5040804000 OFFICE SUPPLIES - MAINT	2,752.31	11,250.00	343.15	-75.54%
-4.94	1,249.50	559.80	-100.40%	5040816000 OFFICE SUPPLIES - G&A	1,591.88	3,748.50	2,529.01	-57.53%
177.58	500.00	165.66	-64.48%	5040816200 OFFICE SUPPLIES - IT	263.21	1,500.00	531.10	-82.45%

	Budget		Act/Bgt		Jul	-2020 thru Sep-2020		Act/Bgt
sep-2020	This Period	Sep-2019	Var %		Actual Ytd	Budget Ytd	Last Ytd	Var %
749.00	0.00	241.70	100.00%	5040901000 COMPUTER & SERVER - MISC EXP'S	1,145.66	0.00	318.18	100.00%
0.00	0.00	355.97	0.00%	5040904000 COMPUTER & SERVER - MISC EXP'S	0.00	0.00	481.97	0.00%
6,423.46	0.00	2,379.78	100.00%	5040916000 COMPUTER & SERVER - MISC EXP'S	37,742.37	0.00	8,820.85	100.00%
0.00	0.00	0.00	0.00%	5040916200 COMPUTER & SERVER - MISC EXP'S	-83.06	0.00	0.00	-100.00%
294.63	0.00	0.00	100.00%	5041001000 SAFETY & TRAINING - OPS	396.63	0.00	65.00	100.00%
0.00	0.00	0.00	0.00%	5041004000 SAFETY & TRAINING - MAINT	0.00	0.00	226.56	0.00%
10,931.10	6,250.00	4,129.56	74.90%	5041104000 PASSENGER SHELTER REPAIRS	16,505.49	18,750.00	38,186.90	-11.97%
3,191.50	416.50	0.00	666.27%	5041201000 SMALL TOOLS & EQUIP - OPS	48,656.50	1,249.50	0.00	> 999.99%
955.29	5,414.50	7,457.20	-82.36%	5041204000 SMALL TOOLS & EQUIP - MAINT	2,251.76	16,243.50	10,792.10	-86.14%
0.00	7,913.50	0.00	-100.00%	5041216000 SMALL TOOLS & EQUIP - G&A	4,991.77	23,740.50	1,425.93	-78.97%
0.00	1,249.50	0.00	-100.00%	5041216200 SMALL TOOLS & EQUIP - IT	2,465.30	3,748.50	92.71	-34.23%
0.00	0.00	0.00	0.00%	5041216300 SMALL TOOLS & EQUIP - IT - NON-RE	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5041216400 SMALL TOOLS & EQUIP - G&A - NON-	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5041304000 FAREBOX REPAIRS	0.00	0.00	0.00	0.00%
19,351.07	0.00	3,891.28	100.00%	5041404000 CAD/AVL,CAMERA,RADIO REPAIRS -	28,401.97	0.00	7,576.09	100.00%
56.34	0.00	2,253.04	100.00%	5041504000 ADA VEHICLE REPAIRS - MAINT	3,374.63	0.00	15,898.16	100.00%
336,988.07	537,805.64	302,289.53	-37.34%	5049999900 ** TOTAL MATERIAL & SUPPLIES	996,479.10	1,520,375.92	1,073,660.07	-34.46%
				5050000000 **UTILITIES				
33,837.67	30,046.00	30,113.31	12.62%	5050216000 ** UTILITIES - G&A	106,482.83	77,895.50	78,068.76	36.70%
8,376.54	4,774.00	5,975.32	75.46%	5050216200 ** UTILITIES - IT	26,887.52	15,624.00	19,546.27	72.09%
3,676.89	2,592.00	3,151.16	41.86%	5050216300 ** UTILITIES - IT - NON-REIMB	12,432.48	8,040.00	9,772.79	54.63%
175.59	0.00	202.15	100.00%	5050216400 ** UTILITIES - G&A - NON-REIMB	594.51	0.00	546.18	100.00%
46,066.69	37,412.00	39,441.94	23.13%	5059999900 **TOTAL UTILITIES	146,397.34	101,559.50	107,934.00	44.15%
				5060000000 ** CASUALTY & LIABILITY COSTS				
2,235.14	5,831.00	1,834.89	-61.67%	5060104000 PHYSICAL DAMAGE PREMIUMS - MAI	6,826.42	17,493.00	6,956.67	-60.98%
0.00	0.00	0.00	0.00%	5060116200 PHYSICAL DAMAGE PREMIUMS - IT	0.00	0.00	0.00	0.00%
0.00	-2,083.33	-1,129.52	-100.00%	5060204000 PHYSICAL DAMAGE RECOVERIES - M	-11,096.83	-6,249.99	-14,821.84	77.55%
43,489.15	47,897.50	43,914.03	-9.20%	5060316000 PL & PD INSURANCE PREMIUMS - G&	131,495.45	143,692.50	131,742.09	-8.49%
0.00	0.00	0.00	0.00%	5060316200 PL & PD INSURANCE PREMIUMS - IT	0.00	0.00	0.00	0.00%
35,340.52	47,897.50	37,416.59	-26.22%	5060416000 UNINSURED PL & PD PAYOUTS - G&A	107,318.44	143,692.50	108,503.13	-25.31%
			00.040/	FOCOMACOON PREMILING OTHER CORORATE INC	7,612.92	9,996.00		-23.84%
2,537.64	3,332.00	2,560.89	-23.84%	5060816000 PREMIUMS-OTHER COPORATE INS.	7,012.92	9,996.00	7,682.67	-23.04 /0

From Fiscal Year: 2021 From Period 3 Division: 00 Champaign Urbana Mass Transit District As of: 10/19/2020

1,500.00 312.50 0.00 0.00	Budget This Period	Sep-2019	Act/Bgt Var %			2020 thru Sep-2020		Act/Bgt
1,500.00 312.50 0.00		Sep-2019	Var %					
312.50 0.00	0.00				Actual Ytd	Budget Ytd	Last Ytd	Var %
312.50 0.00	0.00			5070000000 ** TAXES				
0.00	0.00	1,200.00	100.00%	5070316000 PROPERTY TAXES	4,500.00	0.00	3,600.00	100.00%
	0.00	312.50	100.00%	5070316400 PROPERTY TAXES - NON-REIMB	937.50	0.00	937.50	100.009
0.00	0.00	0.00	0.00%	5070401000 VEHICLE LICENSING FEES - OPS	1,550.00	0.00	0.00	100.009
	0.00	0.00	0.00%	5070416000 VEHICLE LICENSING FEES - G&A	0.00	0.00	0.00	0.00%
2,634.04	3,333.33	3,378.18	-20.98%	5070501000 FUEL TAX	7,902.32	9,999.99	8,624.78	-20.98%
4,446.54	3,333.33	4,890.68	33.40%	5079999900 ** TOTAL TAXES	14,889.82	9,999.99	13,162.28	48.90%
				5080100000 ** PURCHASED TRANSPORTATION				
0.00	13,328.00	11,175.00	-100.00%	5080116000 CABS (Closed - See GL 5031216000)	0.00	39,984.00	37,036.16	-100.00%
76,063.76	74,970.00	75,793.94	1.46%	5080216000 ADA CONTRACTS	228,209.30	224,910.00	227,382.03	1.47%
76,063.76	88,298.00	86,968.94	-13.86%	5089999900 **TOTAL PURCHASED TRANSPORTA	228,209.30	264,894.00	264,418.19	-13.85%
				5090000000 ** MISCELLANEOUS EXPENSES				
14,048.06	7,497.00	2,872.92	87.38%	5090116000 DUES & SUBSCRIPTIONS - G&A	42,721.35	22,491.00	19,972.14	89.95%
170.40	8,330.00	20,965.61	-97.95%	5090216000 TRAVEL & MEETINGS - G&A	3,629.40	24,990.00	48,513.25	-85.48%
0.00	0.00	0.00	0.00%	5090716000 BAD DEBT EXPENSE	0.00	0.00	0.00	0.00%
5,736.01	16,666.67	21,324.00	-65.58%	5090816000 ADVERTISING EXPENSES - G&A	13,303.48	50,000.01	62,878.86	-73.39%
0.00	0.00	0.00	0.00%	5090816200 ADVERTISING EXPENSES - IT	0.00	0.00	0.00	0.00%
1,700.00	666.67	0.00	155.00%	5090916000 TRUSTEE COMPENSATION	1,700.00	2,000.01	0.00	-15.00%
146.31	500.00	146.31	-70.74%	5091016000 POSTAGE	846.31	1,500.00	961.86	-43.58%
0.00	0.00	0.00	0.00%	5091516000 LOSS/DISPOSAL FIXED ASSETS	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5091616000 ADVERTISING SERVICES EXPENSE	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5091716000 SUBSTANCE ABUSE PROGRAM	0.00	0.00	100.00	0.00%
455.00	1,666.67	142.89	-72.70%	5099901000 OTHER MISC EXPENSES - OPS	315.00	5,000.01	868.45	-93.70%
260.04	1,666.67	-17.50	-84.40%	5099904000 OTHER MISC EXPENSES - MAINT	1,227.06	5,000.01	2,303.28	-75.46%
1,718.65	9,579.50	2,356.71	-82.06%	5099916000 OTHER MISC EXPENSES - G&A	9,980.83	28,738.50	14,437.95	-65.27%
377.25	2,915.50	272.25	-87.06%	5099916200 OTHER MISC EXPENSES - IT	820.75	8,746.50	632.75	-90.62%
0.00	3,748.50	0.00	-100.00%	5099916300 OTHER MISC EXPENSES - IT - NON-R	0.00	11,245.50	0.00	-100.00%
326.82	0.00	382.00	100.00%	5099916400 OTHER MISC EXPENSES - G&A - NON	386.82	0.00	481.74	100.00%
0.00	0.00	965.21	0.00%	5099926000 UNALLOCATED EXPENSES	0.00	0.00	567.21	0.00%
24,938.54	53,237.18	49,410.40	-53.16%	5099999900 ** TOTAL MISCELLANEOUS EXPENS	74,931.00	159,711.54	151,717.49	-53.08%
				5110000000 ** INTEREST EXPENSES				
0.00	0.00	0.00	0.00%	5110116000 INTEREST - LONG-TERM DEBTS	0.00	0.00	0.00	0.00%
7,645.42	0.00	211.21	100.00%	5110216000 INTEREST - SHORT-TERM DEBTS	46,784.51	0.00	601.49	100.00%
7,645.42	0.00	211.21	100.00%	5119999900 ** TOTAL INTEREST	46,784.51	0.00	601.49	100.00%

hru Fiscal Year: 20	21 Thru Perio	d 3						
Sep-2020	Budget This Period	Sep-2019	Act/Bgt Var %		Jul- Actual Ytd	-2020 thru Sep-2020 Budget Ytd	Last Ytd	Act/Bgt Var %
				5120000000 ** LEASE & RENTALS				
0.00	18,742.50	0.00	-100.00%	5120401000 PASSENGER REVENUE VEHICLES -	0.00	56,227.50	0.00	-100.00%
706.04	2,000.00	0.00	-64.70%	5120516000 SERVICE VEHICLE LEASES	2,118.12	6,000.00	0.00	-64.70%
2,007.21	24,990.00	2,007.21	-91.97%	5120704000 GARAGE EQUIPMENT LEASES - MAIN	6,021.63	74,970.00	6,021.63	-91.97%
0.00	0.00	0.00	0.00%	5120901000 RADIO EQUIPMENT LEASES - OPS	0.00	0.00	0.00	0.00%
8,557.44	0.00	2,961.00	100.00%	5121216000 G&A FACILITIES LEASES	25,644.29	0.00	8,881.24	100.00%
10,399.42	0.00	11,732.71	100.00%	5121301000 MISC LEASES - OPS	31,049.83	0.00	35,306.95	100.00%
2,241.27	0.00	2,237.60	100.00%	5121304000 MISC LEASES - MAINT	6,397.29	0.00	4,765.79	100.00%
2,635.50	1,332.80	2,445.51	97.74%	5121316000 MISC LEASES - G&A	5,531.81	3,998.40	7,553.03	38.35%
785.20	0.00	796.22	100.00%	5121316200 MISC LEASES - IT	2,236.87	0.00	2,238.15	100.00%
0.00	0.00	0.00	0.00%	5121316300 MISC LEASES - IT - NON-REIMB	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5121316400 MISC LEASES - G&A - NON-REIMB	0.00	0.00	0.00	0.00%
27,332.08	47,065.30	22,180.25	-41.93%	5129999900 ** TOTAL LEASE & RENTALS	78,999.84	141,195.90	64,766.79	-44.05%
				5130000000 ** DEPRECIATION				
65,786.51	0.00	47,415.82	100.00%	5130201000 PASSENGER SHELTER DEPRECIATI	65,786.51	0.00	47,415.82	100.00%
1,171,088.98	0.00	1,124,142.31	100.00%	5130401000 REVENUE VEHICLE DEPRECIATION	1,171,088.98	0.00	1,124,142.31	100.00%
22,367.05	0.00	23,285.15	100.00%	5130516000 SERVICE VEHICLE DEPRECIATION	22,367.05	0.00	23,285.15	100.00%
17,712.17	0.00	5,062.11	100.00%	5130704000 GARAGE EQUIP DEPRECIATION	17,712.17	0.00	5,062.11	100.00%
12,364.58	0.00	13,624.61	100.00%	5130901000 REVENUE VEHICLE RADIO EQUIP DE	12,364.58	0.00	13,624.61	100.00%
21,925.42	0.00	7,361.50	100.00%	5131016000 COMPUTER EQUIP DEPRECIATION	21,925.42	0.00	7,361.50	100.00%
0.00	0.00	4,765.90	0.00%	5131116000 REVENUE COLLECTION EQUIP DEPR	0.00	0.00	4,765.90	0.00%
405,501.67	0.00	430,517.54	100.00%	5131216000 G&A FACILITIES DEPRECIATION	405,501.67	0.00	430,517.54	100.00%
8,460.10	0.00	0.00	100.00%	5131316000 G&A SYSTEM DEVELOPMENT DEPR	8,460.10	0.00	0.00	100.00%
760.71	0.00	212.97	100.00%	5131416000 MISCELLANEOUS EQUIP DEPR	760.71	0.00	212.97	100.00%
0.00	0.00	0.00	0.00%	5131516000 OFFICE EQUIP DEPRECIATION	0.00	0.00	0.00	0.00%
1,725,967.19	0.00	1,656,387.91	100.00%	5139999900 ** TOTAL DEPRECIATION	1,725,967.19	0.00	1,656,387.91	100.00%
0.00	0.00	0.00	0.00%	5170116000 DEBT SERVICE ON EQUIPMENT & FA	0.00	0.00	0.00	0.00%
4,720,437.88	3,615,062.34	4,622,058.65	30.58%	5999990000 **** TOTAL EXPENSES ****	11,062,172.38	11,088,951.65	11,041,778.61	-0.24%
-457,974.04	-46,168.80	-971,160.28	891.96%	5999999800 NET SURPLUS (DEFICIT)	-223,760.96	-991,814.63	-615,491.02	-77.44%

### Champaign-Urbana Mass Transit District Accounts Payable Check Disbursement List BUSEY BANK OPERATING ACCOUNT

From Date: 09/01/2020

Thru Date: 09/30/2020

Check #	Check Date	Ref#	Payee	Total Paid	C-CARTS Portion	MTD Portion	Voided
151214	9/10/2020	A2488 **	AFLAC GROUP INSURANCE	\$362.24	\$0.00	\$362.24	
151215	9/10/2020	A5085	AMERENIP	\$447.00	\$0.00	\$447.00	
151216	9/10/2020	A7545	ARROW GLASS COMPANY	\$272.63	\$0.00	\$272.63	
151217	9/10/2020	A8007	AT & T	\$1,269.86	\$0.00	\$1,269.86	
151218	9/10/2020	A8155 B0427 **	ATLAS CAB	\$1,768.00	\$0.00	\$1,768.00	
151219 151220	9/10/2020 9/10/2020	B0427 ** B3555	BARBECK COMMUNICATION BIRKEY'S FARM STORE, INC.	\$477.60 \$568.66	\$477.60 \$0.00	\$0.00 \$568.66	
151220	9/10/2020	В4909	JEREMY BLUNIER	\$508.00 \$52.49	\$0.00	\$52.49	
151221	9/10/2020	C0275	CCMSI	\$6,431.02	\$2,525.82	\$3,905.20	
151223	9/10/2020	C0340	CARDINAL INFRASTRUCTURE, LLC	\$6,500.00	\$0.00	\$6,500.00	
151224	9/10/2020	C4588	CLEAN THE UNIFORM COMPANY HIGHLAND	\$47.48	\$0.00	\$47.48	
151225	9/10/2020	C6258	COLUMBIA STREET ROASTERY	\$197.25	\$0.00	\$197.25	
151226	9/10/2020	D0423	DAVE & HARRY LOCKSMITHS	\$35.00	\$0.00	\$35.00	
151227	9/10/2020	D2850	DEVELOPMENTAL SERVICES	\$43,339.93	\$0.00	\$43,339.93	
151228	9/10/2020	D3575	DIRECT ENERGY BUSINESS	\$16,879.73	\$0.00	\$16,879.73	
151229	9/10/2020	D3576	DIRECT ENERGY BUSINESS	\$1,584.94	\$0.00	\$1,584.94	
151230	9/10/2020	D8587	DUST & SON OF CHAMPAIGN COUNTY, INC	\$121.02	\$0.00	\$121.02	
151231	9/10/2020	E3390	EIGHT 22, LLC	\$7,500.00	\$0.00	\$7,500.00	
151232	9/10/2020	F0367	FASTENERS ETC., INC.	\$409.07	\$0.00	\$409.07	
151233	9/10/2020	F2165	TIMOTHY FELDKAMP	\$3,690.00	\$0.00	\$3,690.00	
151234	9/10/2020	F6367	FORD CITY	\$825.73	\$0.00	\$825.73	
151235	9/10/2020	G6300	GOODYEAR TIRE & RUBBER CO	\$12,749.28	\$0.00	\$12,749.28	
151236	9/10/2020	G7308	GRAINGER	\$1,265.52	\$0.00	\$1,265.52	
151237	9/10/2020	G7346	SASHA GREEN	\$326.82	\$0.00	\$326.82	
151238	9/10/2020	14747	ILLINI FS, INC.	\$112.00	\$0.00	\$112.00	
151239	9/10/2020	14790	ILLINOIS-AMERICAN WATER	\$370.71	\$0.00	\$370.71	
151240	9/10/2020	18235	13 BROADBAND - CU	\$654.99	\$0.00	\$654.99	
151241	9/10/2020	J0320	JANITOR & MAINTENANCE SUPPLIES, INC. KEMPER INDUSTRIAL EQUIP.	\$117.22	\$0.00	\$117.22	
151242 151243	9/10/2020 9/10/2020	K2166 K2190		\$607.50 \$10,311.02	\$0.00 \$0.00	\$607.50 \$10,311.02	
151243	9/10/2020	K2190 K8564	KEN'S OIL SERVICE, INC. KURLAND STEEL COMPANY	\$10,311.02 \$17.00	\$0.00	\$10,311.02	
151244	9/10/2020	L2005	DONALD DAVID OWEN	\$3,037.50	\$0.00	\$3,037.50	
151246	9/10/2020	M1246	MCMASTER-CARR SUPPLY CO.	\$231.27	\$0.00	\$231.27	
151247	9/10/2020	M34035	MIDWEST FIBER RECYCLING	\$105.00	\$0.00	\$105.00	
151248	9/10/2020	N0320	NAPA AUTO PARTS	\$387.67	\$0.00	\$387.67	
151249	9/10/2020	N2292	THE AFTERMARKET PARTS COMPANY, LLC.	\$5,286.74	\$0.00	\$5,286.74	
151250	9/10/2020	O5750	ONTARIO INVESTMENTS, INC.	\$2,388.13	\$0.00	\$2,388.13	
151251	9/10/2020	O7450	ORKIN EXTERMINATING CO.	\$567.83	\$0.00	\$567.83	
151252	9/10/2020	P4525	NORMA MCFARLAND	\$445.98	\$0.00	\$445.98	
151253	9/10/2020	R6120	ROGARDS OFFICE PRODUCTS	\$140.97	\$66.99	\$73.98	
151254	9/10/2020	S0078	SAFETY-KLEEN CORP.	\$6,723.66	\$0.00	\$6,723.66	
151255	9/10/2020	S0254	SAM'S CLUB	\$171.30	\$0.00	\$171.30	
151256	9/10/2020	S3501	CHARLES SIMPSON	\$147.08	\$0.00	\$147.08	
151257	9/10/2020	S8560	SURFACE 51	\$3,480.00	\$0.00	\$3,480.00	
151258	9/10/2020	T2225	TERMINAL SUPPLY COMPANY	\$56.16	\$0.00	\$56.16	
151259	9/10/2020	T7590	TRUCK CENTERS, INC.	\$289.23	\$0.00	\$289.23	
151260	9/10/2020	T9069	TWILIO INC	\$381.13	\$0.00	\$381.13	
151261	9/10/2020	U60295	ULINE	\$967.96	\$0.00	\$967.96	
151262	9/10/2020	U7355	U-C SANITARY DISTRICT	\$675.38	\$0.00	\$675.38	
151263	9/10/2020	U7357	CITY OF URBANA	\$2,634.14	\$0.00	\$2,634.14	
151264	9/10/2020	U7653	US BANK VENDOR SERVICES	\$3,620.38	\$195.29	\$3,425.09	
151265	9/10/2020	V2233	VERIZON WIRELESS	\$520.30	\$0.00	\$520.30	
151266 151267	9/17/2020 9/17/2020	A0865 A5085	ABSOPURE WATER COMPANY  AMERENIP	\$9.00 \$1,745.43	\$0.00	\$9.00 \$1,745.43	
151267	9/17/2020	A7324	PDC/AREA COMPANIES	\$1,743.43 \$1,053.50	\$0.00 \$0.00	\$1,053.50	
151269	9/17/2020	B3555	BIRKEY'S FARM STORE, INC.	\$471.72	\$0.00	\$471.72	
151270	9/17/2020	B4516	BLAKE SALES	\$2,320.56	\$0.00	\$2,320.56	
151271	9/17/2020	C0340	CARDINAL INFRASTRUCTURE, LLC	\$6,500.00	\$0.00	\$6,500.00	
151272	9/17/2020	C2172	CMS/LGHP	\$471,791.00	\$3,459.00	\$468,332.00	
151273	9/17/2020	C3105	CHEMICAL MAINTENANCE INC.	\$839.26	\$0.00	\$839.26	
151274	9/17/2020	C3108	CHEMSTATION OF INDIANA	\$1,165.00	\$0.00	\$1,165.00	
151275	9/17/2020	C4588	CLEAN THE UNIFORM COMPANY HIGHLAND	\$699.95	\$0.00	\$699.95	
151276	9/17/2020	C6257 **	MARSHA L. COMBS-SKINNER	\$1,450.62	\$0.00	\$1,450.62	
151277	9/17/2020	C8450	CU HARDWARE COMPANY	\$24.80	\$0.00	\$24.80	
151278	9/17/2020	D0423	DAVE & HARRY LOCKSMITHS	\$9.00	\$0.00	\$9.00	
151279	9/17/2020	D2110	DE LAGE LANDEN FINANCIAL SERVICES, INC.	\$1,878.89	\$0.00	\$1,878.89	
151280	9/17/2020	D3575	DIRECT ENERGY BUSINESS	\$11,544.91	\$0.00	\$11,544.91	
151281	9/17/2020	D8587	DUST & SON OF CHAMPAIGN COUNTY, INC	\$270.55	\$0.00	\$270.55	

### Champaign-Urbana Mass Transit District Accounts Payable Check Disbursement List BUSEY BANK OPERATING ACCOUNT

From Date: 09/01/2020 Thru Date: 09/30/2020

Check #	Check Date	Ref#		Payee	Total Paid	C-CARTS Portion	MTD Portion	Voided
151282	9/17/2020	G4293		GLOBAL TECHNICAL SYSTEMS, INC.	\$4,347.51	\$0.00	\$4,347.51	
151283	9/17/2020	G73301		GRAYBAR ELECTRIC COMPANY	\$409.43	\$0.00	\$409.43	
151284	9/17/2020	H3564		HIRERIGHT SOLUTIONS INC.	\$1,346.01	\$371.55	\$974.46	
151285	9/17/2020	J0320		JANITOR & MAINTENANCE SUPPLIES, INC.	\$245.65	\$0.00	\$245.65	
151286 151287	9/17/2020 9/17/2020	J6136 K2190		JOHNSON CONTROLS FIRE PROTECTION LP KEN'S OIL SERVICE, INC.	\$10,291.68 \$10,386.47	\$0.00 \$0.00	\$10,291.68 \$10,386.47	
151287	9/17/2020	K2190 K3560		KIRBY RISK CORPORATION	\$1,079.00	\$0.00 \$0.00	\$1,079.00	
151289	9/17/2020	K3575		KIRK'S AUTOMOTIVE	\$9,000.00	\$0.00	\$9,000.00	
151290	9/17/2020	K5720		CINDY KNERR	\$98.03	\$0.00	\$98.03	
151291	9/17/2020	L9642		LYNN A. UMBARGER	\$1,200.00	\$0.00	\$1,200.00	
151292	9/17/2020	M0175		QUADIENT FINANCE USA, INC.	\$700.00	\$0.00	\$700.00	
151293	9/17/2020	M0368		MARK'S RADIATOR SHOP	\$250.00	\$0.00	\$250.00	
151294	9/17/2020	M0375		MARTIN HOOD	\$3,877.00	\$0.00	\$3,877.00	
151295	9/17/2020	M0377		MARTIN ONE SOURCE	\$749.26	\$0.00	\$749.26	
151296	9/17/2020	M2179		MENARD'S	\$390.96	\$0.00	\$390.96	
151297	9/17/2020	M3389	**	MIDLAND CREDIT MANAGEMENT, INC	\$61.15	\$0.00	\$61.15	
151298	9/17/2020	M9000		MYBINDING.COM	\$1,188.62	\$0.00	\$1,188.62	
151299	9/17/2020	N0320		NAPA AUTO PARTS	\$55.81	\$0.00	\$55.81	
151300	9/17/2020	N2292		THE AFTERMARKET PARTS COMPANY, LLC.	\$0.00	\$0.00	\$0.00	X
151301	9/17/2020	N2292		THE AFTERMARKET PARTS COMPANY, LLC.	\$7,420.41	\$0.00	\$7,420.41	
151302	9/17/2020	N9686	**	NYS CHILD SUPPORT PROCESSING CENTER	\$60.00	\$0.00	\$60.00	
151303	9/17/2020	O7450		ORKIN EXTERMINATING CO.	\$522.32	\$0.00	\$522.32	
151304	9/17/2020	R3488		RILCO OF PEORIA, INC.	\$10,590.40	\$0.00	\$10,590.40	
151305	9/17/2020	R6120		ROGARDS OFFICE PRODUCTS	\$559.70	\$30.97	\$528.73	
151306	9/17/2020	S0060		SAFEWORKS ILLINOIS	\$1,339.00	\$100.00	\$1,239.00	
151307	9/17/2020	S3003		RUSSELL E SHAFFER III	\$396.00	\$0.00	\$396.00	
151308	9/17/2020	S3086		SHERWIN-WILLIAMS	\$68.19	\$0.00	\$68.19	
151309 151310	9/17/2020 9/17/2020	S5192 S6050	**	S.J. SMITH WELDING SUPPLY SOCIAL SECURITY ADMINISTRATION	\$115.90 \$237.36	\$0.00 \$0.00	\$115.90 \$237.36	
151311	9/17/2020	S9020		SYN-TECH SYSTEMS, INC.	\$73.00	\$0.00	\$73.00	
151311	9/17/2020	T0007		TJ'S LAUNDRY & DRY CLEANING	\$22.00	\$0.00	\$22.00	
151313	9/17/2020	T3063		THERMO KING MIDWEST, INC.	\$170.00	\$0.00	\$170.00	
151314	9/17/2020	T7590		TRUCK CENTERS, INC.	\$550.01	\$0.00	\$550.01	
151315	9/17/2020	T9072		TWIN CITY INDUSTRIAL RUBBER, INC.	\$259.51	\$0.00	\$259.51	
151316	9/17/2020	U5180		UNITED PARCEL SERVICE	\$33.69	\$0.00	\$33.69	
151317	9/17/2020	U60295		ULINE	\$68.27	\$0.00	\$68.27	
151318	9/17/2020	U7357		CITY OF URBANA	\$37.50	\$0.00	\$37.50	
151319	9/17/2020	U7385		URBANA TRUE TIRES	\$985.08	\$0.00	\$985.08	
151320	9/24/2020	A5002		AMAZON	\$4,565.01	\$0.00	\$4,565.01	
151321	9/24/2020	A8007		AT & T	\$743.34	\$0.00	\$743.34	
151322	9/24/2020	A85755		AUTOMOTIVE COLOR & SUPPLY CORP	\$61.11	\$0.00	\$61.11	
151323	9/24/2020	B0438		JUSTIN BARNHART	\$70.45	\$0.00	\$70.45	
151324	9/24/2020	B2180		BENEFIT PLANNING CONSULTANTS, INC.	\$980.00	\$0.00	\$980.00	
151325	9/24/2020	B3555		BIRKEY'S FARM STORE, INC.	\$1,153.38	\$0.00	\$1,153.38	
151326	9/24/2020	C0350		CARDMEMBER SERVICE	\$5,422.92	\$0.00	\$5,422.92	
151327	9/24/2020	C2165		CENTRAL ILLINOIS TRUCKS	\$0.00	\$0.00	\$0.00	X
151328	9/24/2020	C2165		CENTRAL ILLINOIS TRUCKS	\$0.00	\$0.00	\$0.00	X
151329	9/24/2020	C2165		CENTRAL ILLINOIS TRUCKS	\$25,132.62	\$0.00	\$25,132.62	
151330	9/24/2020	C3105		CHEMICAL MAINTENANCE INC.	\$2,005.43	\$0.00	\$2,005.43	
151331 151332	9/24/2020 9/24/2020	C3512 C4588		CINTAS FIRST AID & SAFETY  CLEAN THE UNIFORM COMPANY HIGHLAND	\$64.92 \$493.33	\$0.00	\$64.92 \$493.33	
151332	9/24/2020	C4566 C6258		COLUMBIA STREET ROASTERY	\$493.33 \$88.50	\$0.00 \$0.00	\$493.33 \$88.50	
151334	9/24/2020	C6263		COMCAST CABLE	\$174.40	\$0.00	\$174.40	
151335	9/24/2020	C6272		COMMERCIAL COLLISION OF CHAMPAIGN, INC	\$3,851.77	\$0.00	\$3,851.77	
151336	9/24/2020	C6468		ERIC V. COVAL	\$185.53	\$0.00	\$185.53	
151337	9/24/2020	C6469		JENNIFER COVAL	\$59.46	\$0.00	\$59.46	
151338	9/24/2020	D0271	**	DANVILLE MASS TRANSIT	\$615.50	\$0.00	\$615.50	
151339	9/24/2020	D3590		DISH PASSIONATE CUISINE	\$18.00	\$0.00	\$18.00	
151340	9/24/2020	D8520		DUNCAN SUPPLY CO. INC.	\$75.68	\$0.00	\$75.68	
151341	9/24/2020	D8587		DUST & SON OF CHAMPAIGN COUNTY, INC	\$394.26	\$0.00	\$394.26	
151342	9/24/2020	E8750		LOIS EWING	\$98.02	\$0.00	\$98.02	
151343	9/24/2020	F2014		F.E. MORAN, INC. FIRE PROTECTION	\$2,100.00	\$0.00	\$2,100.00	
151344	9/24/2020	F2165		TIMOTHY FELDKAMP	\$325.00	\$0.00	\$325.00	
151345	9/24/2020	F6367		FORD CITY	\$842.50	\$0.00	\$842.50	
151346	9/24/2020	G2275		GENERAL TRUCK PARTS	\$595.00	\$0.00	\$595.00	
151347	9/24/2020	G2283		GIBBS TECHNOLOGY COMPANY	\$60.56	\$0.00	\$60.56	
151348	9/24/2020	G7308		GRAINGER	\$837.00	\$0.00	\$837.00	
151349	9/24/2020	G7375		GRIMCO, INC	\$3,576.84	\$0.00	\$3,576.84	

### Champaign-Urbana Mass Transit District Accounts Payable Check Disbursement List BUSEY BANK OPERATING ACCOUNT

From Date: 09/01/2020 Thru Date: 09/30/2020

Check #	Check Date	Ref#		Payee	Total Paid	C-CARTS Portion	MTD Portion	Voided
151350	9/24/2020	H3491		MATTIE HILL-FISHER	\$120.00	\$0.00	\$120.00	
151351	9/24/2020	15562		INDIANA STANDARDS LABORATORY	\$275.00	\$0.00	\$275.00	
151352	9/24/2020	15904		INTERSTATE BATTERIES	\$261.90	\$0.00	\$261.90	
151353	9/24/2020	K2190		KEN'S OIL SERVICE, INC.	\$10,089.18	\$0.00	\$10,089.18	
151354	9/24/2020	K3560		KIRBY RISK CORPORATION	\$1,172.84	\$0.00	\$1,172.84	
151355	9/24/2020	M1090		MCCORMICK DISTRIBUTION & SERVICE	\$1,270.35	\$0.00	\$1,270.35	
151356	9/24/2020	M2179		MENARD'S	\$67.22	\$0.00	\$67.22	
151357	9/24/2020	M3015		MH EQUIPMENT COMPANY	\$91.67	\$0.00	\$91.67	
151358	9/24/2020	M3375		MID ILLINOIS DEVELOPMENT, LLC	\$8,500.00	\$0.00	\$8,500.00	
151359	9/24/2020	N0320		NAPA AUTO PARTS	\$333.84	\$0.00	\$333.84	
151360	9/24/2020	N2292		THE AFTERMARKET PARTS COMPANY, LLC.	\$0.00	\$0.00	\$0.00	X
151361	9/24/2020	N2292		THE AFTERMARKET PARTS COMPANY, LLC.	\$0.00	\$0.00	\$0.00	X
151362	9/24/2020	N2292		THE AFTERMARKET PARTS COMPANY, LLC.	\$23,419.53	\$0.00	\$23,419.53	
151363	9/24/2020	O7450		ORKIN EXTERMINATING CO.	\$193.00	\$0.00	\$193.00	
151364	9/24/2020	P2257		PETTY CASH (MAINTENANCE)	\$437.43	\$0.00	\$437.43	
151365	9/24/2020	P7513	۸۸	PROSPECT BANK	\$4,000,000.00	\$0.00	\$4,000,000.00	
151366	9/24/2020	Q8455		QUILL	\$15.99	\$0.00	\$15.99	
151367	9/24/2020	R3488		RILCO OF PEORIA, INC.	\$5,022.85	\$0.00	\$5,022.85	
151368	9/24/2020	R6120		ROGARDS OFFICE PRODUCTS	\$3.06	\$0.00	\$3.06	
151369	9/24/2020	S0060		SAFEWORKS ILLINOIS	\$70.00	\$0.00	\$70.00	
151370	9/24/2020	T0007		TJ'S LAUNDRY & DRY CLEANING	\$49.50	\$0.00	\$49.50	
151371	9/24/2020	T2205		TEPPER ELECTRIC SUPPLY CO	\$661.70	\$0.00	\$661.70	
151372	9/24/2020	T7590		TRUCK CENTERS, INC.	\$9,465.93	\$0.00	\$9,465.93	
151373	9/24/2020	U5180		UNITED PARCEL SERVICE	\$182.83	\$0.00	\$182.83	
151374	9/24/2020	U5998		UNIVERSITY OF ILLINOIS	\$32,732.83	\$0.00	\$32,732.83	
151375	9/24/2020	U60295		ULINE	\$174.45	\$0.00	\$174.45	
151376	9/24/2020	U7385		URBANA TRUE TIRES	\$36.95	\$0.00	\$36.95	
151377	9/24/2020	V3590		VITAL EDUCATION & SUPPLY, INC.	\$1,255.00	\$0.00	\$1.255.00	
151378	9/24/2020	W3500		WIMACTEL INC.	\$14.98	\$0.00	\$14.98	
6022020	9/9/2020	A2487	**	AFLAC	\$4,865.04	\$0.00	\$4,865.04	
9052010	9/5/2020	14826	**	ILLINOIS DEPT OF REVENUE	\$486.48	\$486.48	\$0.00	
9052020	9/5/2020	14826	**	ILLINOIS DEPT OF REVENUE	\$32,487.84	\$0.00	\$32,487.84	
9102010	9/10/2020	14830	**	I.M.R.F.	\$3,711.11	\$3,711.11	\$0.00	
9102020	9/10/2020	14830	**	I.M.R.F.	\$265,281.13	\$0.00	\$265,281.13	
9132020	9/18/2020	10025	**	VANTAGEPOINT TRANSFER AGENTS - 301281	\$20,986.41	\$0.00	\$20,986.41	
9142020	9/18/2020	10025	**	VANTAGEPOINT TRANSFER AGENTS - 301281	\$8,287.19	\$0.00	\$8,287.19	
9152020	9/18/2020	10025	**	VANTAGEPOINT TRANSFER AGENTS - 301281	\$6,478.39	\$0.00	\$6,478.39	
9162020	9/16/2020	S8030	**	STATES DISBURSEMENT UNIT	\$1,613.59	\$0.00	\$1,613.59	
9172020	9/12/2020	U7359	**	URBANA MUNICIPAL EMPL. CREDIT UNION	\$42,450.93	\$0.00	\$42,450.93	
91820	9/12/2020	15862		INTERNAL REVENUE SERVICE	\$170.538.28	\$0.00	\$170,538.28	
9182010	9/12/2020	15862	**	INTERNAL REVENUE SERVICE	\$170,536.28	\$0.00 \$2,499.40	\$170,538.28	
9182010 91920	9/18/2020	14826	**	ILLINOIS DEPT OF REVENUE	\$2,499.40 \$30,701.54	\$2,499.40 \$0.00	\$30,701.54	
91920 9192010	9/18/2020	14826 14826	**	ILLINOIS DEPT OF REVENUE	\$30,701.54 \$526.45	\$0.00 \$526.45	\$30,701.54	
9192010 9242020	9/18/2020	S8020			\$526.45 \$7.480.31	\$526.45 \$19.60		
				STANDARD INSURANCE COMPANY	. ,		\$7,460.71	
9252020	9/25/2020	S8020	**	STANDARD INSURANCE COMPANY	\$8,181.87	\$19.60	\$8,162.27	
10012020	9/30/2020	S8030		STATES DISBURSEMENT UNIT	\$1,613.59	\$0.00	\$1,613.59	

<sup>\*\*</sup> Pass through payments

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<sup>^^</sup> Internal bank transfers

## Champaign Urbana Mass Transit District Accounts Payable Check Disbursement List

Checking Account #: 011-8189-0

FLEX CHECKING-BUSEY BANK

From Date: 9/2/2020

Thru Date: 9/2/2020

Check #	Check Date	Ref #	Name		Amount	Voided
5520	9/2/2020	F4640	FLEX-EMPLOYEE REIMB.		\$71.87	
5521	9/2/2020	F4640	FLEX-EMPLOYEE REIMB.		\$96.15	
				Total:	\$168.02	

### Champaign Urbana Mass Transit District Accounts Payable Check Disbursement List

Checking Account #: 5730300

PROSPECT BANK - MUNIWISE FUNDS

From Date: 9/18/2020

Thru Date: 9/18/2020

Check #	Check Date	Ref #	Name		Amount Voided
91820	9/18/2020	P7513 **	PROSPECT BANK		\$3,571,469.49
				Total:	\$3,571,469.49

<sup>\*\*</sup> Revolving line of credit payoff of debt service balances.



		Fiscal Year 2021					
	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Fiscal Year to Date		
Financial Information	Actual	Actual	Actual	Actual	Actual		
Total Expenses (-)	\$208,604.68				\$208,604.68		
Passenger Revenue (+)	\$28,050.00				\$28,050.00		
IDOT Reimbursement (+) (DOAP, 5311 & CARES Funding)	\$180,554.68				\$180,554.68		
Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		

		Fiscal Year 2021					
Other Information	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Fiscal Year to Date		
CUMTD G&A Hours	403				\$402.87		
CUMTD G&A Cost	\$19,299.01				\$19,299.01		
Ridership	9,758				\$9,758.00		
Revenue Miles	65,679				\$65,679.00		
Revenue Hours	3,625				\$3,625.00		



### Morgan Stanley

**CLIENT STATEMENT** For the Period September 1-30, 2020

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### **Account Summary**

**Basic Securities Account** 

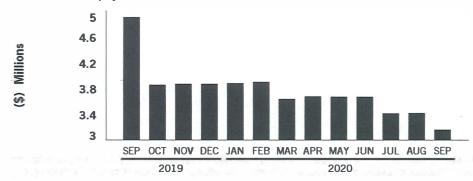
CHAMPAIGN URBANA MASS TRANSIT DIST C/O KARL GNADT & BRENDA E EILBRACHT

#### CHANGE IN VALUE OF YOUR ACCOUNTS (includes accrued interest)

	This Period (9/1/20-9/30/20)	This Year (1/1/20-9/30/20)
TOTAL BEGINNING VALUE	\$3,418,025.09	\$3,873,271.14
Credits		_
Debits	(259,213.81)	(818,194.10)
Security Transfers		_
Net Credits/Debits/Transfers	\$(259,213.81)	\$(818,194.10)
Change in Value	898.35	104,632.59
TOTAL ENDING VALUE	\$3,159,709.63	\$3,159,709.63

#### MARKET VALUE OVER TIME

The below chart displays the most recent thirteen months of Market Value.



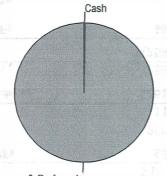
This chart does not reflect corrections to Market Value made subsequent to the dates depicted. It may exclude transactions in Annuities or positions where we are not the custodian, which could delay the reporting of Market Value.

#### ASSET ALLOCATION (includes accrued interest)

THE STATE OF CHARLES IN COURSE OF THE STATE	Market Value	Percentage
Cash	\$8,906.28	0.28
Fixed Income & Preferreds	3,150,803.35	99.72
TOTAL VALUE	\$3,159,709.63	100.00%

FDIC rules apply and Bank Deposits are eligible for FDIC insurance but are not covered by SIPC. Cash and securities (including MMFs) are eligible for SIPC coverage. See Expanded Disclosures.

Values may include assets externally held, which are provided to you as a courtesy, and may not be covered by SIPC. For additional information, refer to the corresponding section of this statement.



Fixed Income & Preferreds

This asset allocation represents holdings on a trade date basis, and projected settled Cash/BDP and MMF balances. These classifications do not constitute a recommendation and may differ from the classification of instruments for regulatory or tax purposes.

### Morgan Stanley

**CLIENT STATEMENT** | For the Period September 1-30, 2020

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### **Account Summary**

**Basic Securities Account** 

**CHAMPAIGN URBANA MASS TRANSIT DIST** C/O KARL GNADT & BRENDA E EILBRACHT

BALANCE SHEET (* includes accrued interest)		
	Last Period	This Period
	(as of 8/31/20)	(as of 9/30/20)
Cash, BDP, MMFs	\$6,441.21	\$8,906.28
Certificates of Deposit ^	3,411,583.88	3,150,803.35
Total Assets	\$3,418,025.09	\$3,159,709.63
Total Liabilities (outstanding balance)		i =
TOTAL VALUE	\$3,418,025.09	\$3,159,709.63

### **INCOME AND DISTRIBUTION SUMMARY**

	This Period (9/1/20-9/30/20)	This Year (1/1/20-9/30/20)
Interest	\$11,678.88	\$68,087.66
Income And Distributions	\$11,678.88	\$68,087.66
Tax-Exempt Income	<u> </u>	
TOTAL INCOME AND DISTRIBUTIONS	\$11,678.88	\$68,087.66

Taxable and tax exempt income classifications are based on the characteristics of the underlying securities and not the taxable status of the account.

#### **CASH FLOW**

	This Period	This Year
	(9/1/20-9/30/20)	(1/1/20-9/30/20)
OPENING CASH, BDP, MMFs	(9/1/20-9/30/20) (1/1/20-9/30/20) \$6,441.21 \$9,012.72 250,000.00 750,000.00 11,678.88 68,087.66 \$261,678.88 \$818,087.66	
Sales and Redemptions	250,000.00	750,000.00
Income and Distributions	11,678.88	68,087.66
Total Investment Related Activity	\$261,678.88	\$818,087.66
Electronic Transfers-Debits	(259,213.81)	(818,194.10)
Total Cash Related Activity	\$(259,213.81)	\$(818,194.10)
CLOSING CASH, BDP, MMFs	\$8,906.28	\$8,906.28

#### GAIN/(LOSS) SUMMARY

			Unrealized
	Realized This Period	Realized This Year	Inception to Date
	(9/1/20-9/30/20)	(1/1/20-9/30/20)	(as of 9/30/20)
	41 000 75	41 000 75	407.404.00
Long-Term Gain	\$1,388.75	\$1,388.75	<b>\$97,494.</b> 32

The Gain/(Loss) Summary, which may change due to basis adjustments, is provided for informational purposes and should not be used for tax preparation. Refer to Gain/(Loss) in the Expanded Disclosures.





### Morgan Stanley

**CLIENT STATEMENT** | For the Period September 1-30, 2020

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### **Account Detail**

**Basic Securities Account** 

CHAMPAIGN URBANA MASS TRANSIT DIST C/O KARL GNADT & BRENDA E EILBRACHT

**Investment Objectives (in order of priority):** Income, Aggressive Income, Capital Appreciation *Inform us if your investment objectives, as defined in the Expanded Disclosures, change.* 

**Brokerage Account** 

#### HOLDINGS

This section reflects positions purchased/sold on a trade date basis. "Market Value" and "Unrealized Gain/(Loss)" may not reflect the value that could be obtained in the market. Your actual investment return may differ from the unrealized gain/(loss) displayed. Fixed Income securities are sorted by maturity or pre-refunding date, and alphabetically within date. Estimated Annual Income a) is calculated on a pre-tax basis, b) does not include any reduction for applicable non-US withholding taxes, c) may include return of principal or capital gains which could overstate such estimates, and d) for securities that have a defined maturity date within the next 12 months, is reflected only through maturity date. Actual income or yield may be lower or higher than the estimates. Current Yield reflects the income generated by an investment, and is calculated by dividing the total estimated annual income by the current market value of the entire position. It does not reflect changes in its price. Structured Investments, identified on the Position Description Details line as "Asset Class: Struct Inv," may appear in various statement product categories. When displayed, the accrued interest, annual income and current yield for those with a contingent income feature (e.g., Range Accrual Notes or Contingent Income Notes) are estimates and assume specified accrual conditions are met during the relevant period and payment in full of all contingent interest. For Floating Rate Securities, the accrued interest, annual income and current yield are estimates based on the current floating coupon rate and may not reflect historic rates within the accrual period.

#### CASH, BANK DEPOSIT PROGRAM AND MONEY MARKET FUNDS

Cash, Bank Deposit Program, and Money Market Funds are generally displayed on a settlement date basis. You have the right to instruct us to liquidate your bank deposit balance(s) or shares of any money market fund balance(s) at any time and have the proceeds of such liquidation remitted to you. Estimated Annual Income, Accrued Interest, and APY% will only be displayed for fully settled positions.

CASH, BDP, AND MMFs	0.28%					\$8,906.28		\$0.89	
(Ferancian supporting to to	of Holdings	- HT (19.0)	160 cm	100.000	77 - 500	Market Value		Est Ann Income	131
	Percentage							170073	
MORGAN STANLEY BANK N.A. #	7 14 Ju	5070-00	170 JUL ************************************		140000	\$8,906.28	-	\$0.89	0.010
Description			100.50		Sections	Market Value	Current Yield %	Est Ann Income	APY %

<sup>#</sup> Bank Deposits are held at Morgan Stanley Bank, N.A. and/or Morgan Stanley Private Bank, National Association, affiliates of Morgan Stanley Smith Barney LLC and each a national bank and FDIC member.

### **CERTIFICATES OF DEPOSIT**

SARKOLI YILI HARRI YOO WALANI WITTAR WELCH			<b>Orig Unit Cost</b>		Orig Total Cost		Unrealized	Est Ann Income	Current
Security Description	Trade Date	Face Value	Adj Unit Cost	Unit Price	Adj Total Cost	Market Value	Gain/(Loss)	Accrued Interest	Yield %
CAPITAL ONE BANK GLEN ALLEN VA CD	10/31/17	250,000.000	\$100.199	\$100.103	\$250,500.00			\$2,500.00	1.00
Coupon Rate 2.000%; Matures 10/19/2020; CUSIP 1404205P:	401.15		\$100.003	10/7/00	\$250,008.50	\$250,257.50	\$249.00 LT	\$2,254.10	
Int. Semi-Annually; Issued 10/18/17; Maturity Value = \$250,0	00.00; Asset Class	s: FI & Pref			12			Charles and	
CITIBANK, NA CD SIOUX FALLS SD CD	4/10/18	250,000.000	100.199	101.315	250,500.00			3,375.00	1.33
Coupon Rate 2.700%; Matures 03/29/2021; CUSIP 17312QH7	7		100.034		250,085.73	253,287.50	3,201.77 LT	18.65	
Int. Semi-Annually; Issued 03/29/18; Maturity Value = \$250,0	00.00; Asset Class	s: F1 & Pref							
BANK BARODA NEW YORK BRH CD	4/11/17	250,000.000	100.000	101.148	250,000.00	ACT INSTRUME		5,375.00	2.13
Coupon Rate 2.150%; Matures 04/19/2021; CUSIP 06062Q3C	6		100.000	3 3 3 - 7	250,000.00	252,870.00	2,870.00 LT	2,437.84	
Int. Semi-Annually; Issued 04/17/17; Maturity Value = \$250,0	00.00; Asset Class	s: FI & Pref							

### **CLIENT STATEMENT** | For the Period September 1-30, 2020

### Morgan Stanley

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### **Account Detail**

**Basic Securities Account** 

CHAMPAIGN URBANA MASS TRANSIT DIST C/O KARL GNADT & BRENDA E EILBRACHT

	T. I. D.I.	5	Orig Unit Cost	H-2-D-2	Orig Total Cost	M. J. AV. L.	Unrealized	Est Ann Income	Curren
ecurity Description	Trade Date	Face Value	Adj Unit Cost	Unit Price	Adj Total Cost	Market Value	Gain/(Loss)	Accrued Interest	Yield %
LLY BK SANDY UTAH	4/24/18	100,000.000	100.000	101.650	100,000.00			2,850.00	2.80
Coupon Rate 2.850%; Matures 05/03/2021; CUSIP 02007GCJ0			100.000		100,000.00	<b>101,650</b> .00	1,650.00 LT	1,161.68	
nt. Semi-Annually; Issued 05/03/18; Maturity Value = \$100,00	0.00; Asset Class	: FI & Pref		×		38 70			
ARCLAYS BANK CD WILMINGTON DE CD	7/18/17	250,000.000	100.000	101.629	250,000.00			5,125.00	2.02
Coupon Rate 2.050%; Matures 07/26/2021; CUSIP 06740KKQ9		,	100.000		250,000.00	254,072.50	4,072.50 LT	919.16	
nt. Semi-Annually; Issued 07/26/17; Maturity Value = \$250,00	0.00; Asset Class	s: FI & Pref							
hird federal CLEVELAND OH CD	10/16/17	195,000.000	100.000	102.105	195,000.00	7		3,997.00	2.0
Coupon Rate 2.050%; Matures 10/27/2021; CUSIP 88413QBT4		,	100.000		195,000.00	199,104.75	4,104.75 LT	1,703.85	
nt. Semi-Annually; Issued 10/27/17; Maturity Value = \$195,00	0.00; Asset Class	s: FI & Pref							
BERKSHIRE BK PITTSFIELD MA CD	10/18/18	250,000.000	100.000	103.087	250,000.00			7,375.00	2.8
Coupon Rate 2.950%; Matures 10/29/2021; CUSIP 084601RD7	10 CT 10 CT		100.000		250,000.00	257,717.50	7,717.50 LT	3,103.14	
nt. Semi-Annually; Issued 10/29/18; Maturity Value = \$250,00	0.00; Asset Class	s: FI & Pref							
COMENITY CAP BK SALT LAKE CITY UTAH CD	3/14/19	250,000.000	100.000	103.942	250.000.00			6.875.00	2.6
Coupon Rate 2.750%; Matures 03/29/2022; CUSIP 20033AS56			100.000		250,000.00	259,855.00	9,855.00 LT	19.09	
nterest Paid Monthly; Issued 03/29/19; Maturity Value = \$250	.000.00; Asset Cla	ass: Fl & Pref					2.50		
NS BANK CD SALT LAKE CITY UT CD	3/26/18	250,000.000	100.000	104.023	250,000.00			7,000.00	2.6
Coupon Rate 2.800%; Matures 03/29/2022; CUSIP 61747MR45			100.000		250,000.00	260,057.50	10,057.50 LT	19.34	
nt. Semi-Annually; Issued 03/29/18; Maturity Value = \$250,00		s: FI & Pref							
MEDALLION BK SALT SALT LAKE CITY UT CD	3/29/18	250,000,000	100.000	104.101	250,000.00			7.000.00	2.6
Coupon Rate 2.800%; Matures 04/11/2022; CUSIP 58404DBP5		21 - 1	100.000		250,000,00	260,252,50	10.252.50 LT	3,327.87	
nt. Semi-Annually; Issued 04/09/18; Maturity Value = \$250,00	0.00; Asset Class	s: FI & Pref							
CONTINENTAL BK SALT LAKE CITY UTAH CD	10/18/18	240,000.000	100.000	104.712	240,000.00			7.320.00	2.9
Coupon Rate 3.050%; Matures 05/09/2022; CUSIP 211163HQ6		WI W	100.000		240,000.00	251,308.80	11,308.80 LT	2,864.35	
nt. Semi-Annually; Issued 11/09/18; Maturity Value = \$240,00		s: FI & Pref							
MERBANK USA SALT LAKE CITY UTAH CD	10/15/18	250,000,000	100.000	106.359	250,000.00			8.125.00	3.0
Coupon Rate 3.250%; Matures 10/19/2022; CUSIP 29278TDR8			100.000	4 1 1	250,000.00	265,897.50	15,897.50 LT	248.23	
nterest Paid Monthly; Issued 10/19/18; Maturity Value = \$250		lass: Fl & Pref				•			
JBS BK USA SALT LAKE CITY UT	10/18/18	250.000.000	100.000	106.503	250.000.00			8.250.00	3.1
	,,					000 007 00	1C 0E7 E0 LT	1	
Coupon Rate 3.300%; Matures 10/24/2022; CUSIP 90348JET3			100.000		250,000.00	266,257.50	16,257.50 LT	137.50	



## Morgan Stanley

CLIENT STATEMENT | For the Period September 1-30, 2020

01 to √ egeq

Account Detail

E EILBKACHI	C/O KARL GNADT & BRENDA	
TU2AGG II3 3	CIO KADI CHANT & BDENDA	
IKANSII DISI	CHAMPAIGN URBANA MASS	Account
2010 21011102	COURT PHI GGIT HOTE GITTING	

			\$3,1 <b>59</b> ,709.63				%00°00T	TOTAL VALUE (includes accrued interest)
738%	88.781,27 <b>\$</b> 08.412,81 <b>\$</b>	TJ 28. <b>A6A,76</b> \$	£8.141,494.83	\$3,035,094.23				TOTAL VALUE (M) (1) ORS.) DELIVII
Current % blaiY	Est Ann Income Accrued Interest	bəzilsənrU (zz <u>ol)\nis</u> ə	Market Value	Total Cost	312		ञ्जूदाभ्याभ्य द्रुगांbloH <u>r</u> o	LONG-TERM GARN/BLOSS)
		rigational and their			Barton 5	piles il	the the SA	ning of the
				100			يفستوسلت	(includes accrued interest)
		. 1.871.17	\$3'T20'803'32				%71.66	TOTAL CERTIFICATES OF DEPOSIT
		30,000,00						
7.40%	00.731,81 <b>\$</b>	11 28.484,78\$	\$3,132,588.55	\$3,036,000.00 \$3,036,000.23		000'000'920'2		CERTIFICATES OF DEPOSIT
Current Yield %	Est Ann Income Accrued Interest	bazileannU (zzo.1)\nis2	MarketValue	tzoO lstoT girO tzoO lstoT įbA	a mayor in Par	Face Value	शुद्धाभगान्य द्रुगांbloH to	venerative mark size of single

Unrealized Gain/(Loss) totals only reflect positions that have both cost basis and market value information available. Cash, MMF, Deposits and positions stating 'Please Provide' or 'Pending Corporate Actions' are not

ALLOCATION OF ASSETS (\*includes accrued interest)

		=	\$3,150,803.35	A DESCRIPTION OF	82.906,8\$		TOTAL ALLOCATION OF ASSETS ~
	_	_	\$3,150,803.35	ULITATION OF THE PERSON	AA 1-5 III. U.E.	Over Channel	Certificates of Deposit
	-	_	-	-	87.906,8\$		Cash, BDP, MMFs
Other	Investments	Altematives	Preferred Securities	sədiup3	Cash	WAR DAME	The STATE OF
	<b>Ерисрие</b>		Fixed Income &	-			

## **CASH FLOW ACTIVITY BY DATE YTIVITOA**

						Settlement	Activity
(credits/(Debits)	Price	Quantity	Comments	Description	Activity Type		9JsC
\$5,772.60			2.200% DUE2020-09-16 [02587DB31]	AMEX CENTURION SALT LAKE CITY UT	Interest Income		91/6
250,000.00	100,000	250,000,000	2.200% DUE2020-09-16 [02587DB31]	AMEX CENTURION SALT LAKE CITY UT	Попрет	91/6	91/6
			REDEMPTION OF MATURED BOND				
01.0				MORGAN STANLEY BANK N.A.	Interest Income	M. 175 A.	Z1/6
10.0	Turbs	und in a sight spire in the	PROPERTY OF STREET PARTY OF STREET	MORGAN STANLEY PRIVATE BANK NA	Interest Income	let I tro	71/6
(18.513,81)	7210	THEWART RESERVED	PAID TO CHAMPAIGN URBANA MASS	BRANCH CHECK	lewerbritiW		<b>LI/6</b>
Z0'069			3.250% DUE2022-10-19 [29278TDR8]	ENERBANK USA SALT LAKE CITY UT	Interest Income		12/6
89.007			3.300% DUE2022-10-24 [903481ET3]	UBS BK USA SALT LAKE CITY UT	Interest Income	METATEM	9/24
3,528.77		V and the late of the	2.800% DUE2022-03-29 [61747MR45]	MS BANK CD SALT LAKE CITY UT CD	Interest Income		67/5
			36				



## Morgan Stanley

CLIENT STATEMENT | For the Period September 1-30, 2020

Page 8 of 10

**Account Detail** 

**Basic Securities Account** 

CHAMPAIGN URBANA MASS TRANSIT DIST C/O KARL GNADT & BRENDA E EILBRACHT

## **CASH FLOW ACTIVITY BY DATE (CONTINUED)**

Activity	Settlemen						
Date	Date	Activity Type	Description	Comments	Quantity	Price	Credits/(Debits)
9/29	L POLIS	Interest Income	CITIBANK, NA CD SIOUX FALLS SDCD	2.700% DUE2021-03-29 [17312QH77]			3,402.74
9/29		Interest Income	COMENITY CAP BK SALT LAKE CITYUT	2.750% DUE2022-03-29 [20033AS56]			583.90
9/30	SULL.	Interest Income	MORGAN STANLEY BANK N.A.	(Period 09/01-09/30)			0.01
NET CRE	DITS/(DEBI	TS)					\$2,465.07

## MONEY MARKET FUND (MMF) AND BANK DEPOSIT PROGRAM ACTIVITY

Activity	у			
Date	Activity Type	Description	Cı	redits/(Debits)
9/16	Automatic Investment	BANK DEPOSIT PROGRAM	\$2	252,772.60
9/17	Automatic Redemption	BANK DEPOSIT PROGRAM		259,213.81)
9/18	Automatic Investment	BANK DEPOSIT PROGRAM		0.11
9/21	Automatic Investment	BANK DEPOSIT PROGRAM		690.07
9/24	Automatic Investment	BANK DEPOSIT PROGRAM		700.68
9/29	Automatic Investment	BANK DEPOSIT PROGRAM		7,515.41
9/30	Automatic Investment	BANK DEPOSIT PROGRAM		0.01
NET A	CTIVITY FOR PERIOD	7 3 9 9 1 1 1 1 1 1 1 1 1	w A r	\$2,465.07

# REALIZED GAIN/(LOSS) DETAIL LONG-TERM GAIN/(LOSS)

Security Description	Date Acquired	Date Sold	Quantity	Sales Proceeds	Orig / Adj Total Cost	Realized Gain/(Loss)	Comments
AMEX CENTURION 2200 20SP16	04/10/18	09/16/20	250,000.000	\$250,000.00	\$248,611.25	\$1,388.75	
Long-Term This Period				\$250,000.00	\$248,611.25	\$1,388.75	
Long-Term Year to Date				\$750,000.00	\$748,611.25	\$1,388.75	
Net Realized Gain/(Loss) This Period				\$250,000.00	\$248,611.25	\$1,388.75	.001
Net Realized Gain/(Loss) Year to Date				\$750,000.00	\$748,611.25	\$1,388.75	

Treasury regulations require that we report on Form 1099-B a) adjusted cost basis on the sale of covered securities acquired on or after 1/1/11 (or the applicable date for the type of security), b) the gain or loss as either long-term or short-term, and c) basis adjustments on covered securities due to wash sales, certain corporate actions and transfers by gift or inheritance. This section may not reflect all the basis adjustments required when filling your tax return. Refer to the Expanded Disclosures.

Security Mark at Right



## Morgan Stanley

**CLIENT STATEMENT** | For the Period September 1-30, 2020

Page 9 of 10

**Basic Securities Account** 

**CHAMPAIGN URBANA MASS TRANSIT DIST** C/O KARL GNADT & BRENDA E EILBRACHT

## **Account Detail**

## **MESSAGES**

#### Consolidated Statement of Financial Condition (in millions of dollars):

At June 30, 2020 Morgan Stanley Smith Barney LLC had net capital of \$3,031 which exceeded the Securities and Exchange Commission's minimum requirement by \$2,860. A copy of the Morgan Stanley Smith Barney LLC Consolidated Statement of Financial Condition at June 30, 2020 can be viewed online at: http://www.morganstanley.com/about-us-ir/shareholder/morganstanley smithbarney Ilc.pdf, or may be mailed to you at no cost by calling 1 (866) 825-1675, after September 15, 2020.

#### Protecting Yourself from Fraudulent Scams—An Important Message For Our Clients

The COVID 19 crisis is creating opportunities for fraudsters to exploit individuals, especially senior citizens. The safety of our clients is of utmost importance to Morgan Stanley. We are taking this opportunity to alert our clients of the following scams that have been identified by a number of organizations. Please be reminded that you should never provide your account numbers, passwords, or personal information, including your social security number, to anyone you do not know. Be aware that as a result of COVID 19, these scams have been identified: Treatment scams; Supply scams; Provider scams; Charity scams; Phishing scams; App scams; Investment scams; Tech Support scams; Home Sanitation scams; and Government Assistance scams.

If you have any questions regarding these scams, please immediately contact us.

#### **Senior Investor Helpline**

For any inquiries or potential concerns, senior investors or someone acting on their behalf may contact our Firm by calling (800) 280-4534.

9009



To: Board of Trustees

From: Karl Gnadt, Managing Director

Date: 10/28/2020

Subject: Property Tax Levy RY2020, payable CY2021

- A. Introduction Resolution setting the Levy amount for the District in Revenue Year 2020 to be paid in Calendar year 2021.
- B. Recommended Action Staff recommends approval of the attached Resolution setting the Levy for the above referenced year.
- C. Prior Trustee Action The Board must pass a Resolution setting the Levy each October and then pass the Levy Ordinance in the following December. Failure to do so means the Levy would revert to \$0 and due to the Property Tax Extension Limitation Law (PTELL, commonly referred to as Tax Caps) the District would be unable to recapture the Levy and it would stay forever at \$0.
- D. Summary –The new valuations that are, or might be, available are primarily made up of the properties that belong to OSF and Carle Foundation Hospital. The parcels may or may not come onto the tax rolls it is dependent upon how and when the court case winds its way through its current process (at this time, the most recent ruling is under appeal).
  - It is important to note that this percentage does NOT represent the increase to the homeowner's or business' property tax bill. It is meant to create "room" in the levy to accommodate the new valuations should they become available. If the hospital parcels are not added to the tax rolls, then there will be no impact to the levy. For example, last year's levy was set at 19.91%, but was actually only 2.3% due to the Consumer Price Index (CPI) and the fact that the hospital lawsuits were not resolved.
- E. Community Input A public hearing will need to be held prior to the adoption of the Levy Ordinance, which will be taken up by the Board at the December 9, 2020 meeting.

#### **RESOLUTION No. 2020-4**

## A RESOLUTION DETERMINING THE AMOUNT OF MONEY NECESSARY TO BE RAISED BY THE TAX LEVY

WHEREAS, an Act to provide procedures for public notice and hearing on tax and levy increases, approved and effective July 29, 1981, and known and cited as "The Truth in Taxation Act" (35 ILCS 200/18-55 et.seq.) (the "Act") requires taxing districts, including the Champaign-Urbana Mass Transit District, to disclose by publication and hold a public hearing on their intention to adopt an aggregate levy in amounts more than 105% of the property taxes extended or estimated to be extended upon the levy of the preceding year; and

WHEREAS, Section 200/18-60 of the Act requires the corporate authority of each taxing district, not less than twenty (20) days prior to the adoption of its aggregate levy ("Levy"), to determine the amounts of money, exclusive of any portion of that Levy attributable to the cost of conducting any election required by the general election law ("Election Costs"), estimated to be necessary to be raised by taxation for that year upon the taxable property in its district; and

WHEREAS, if the estimate of the corporate authority required to be made as provided in Section 200/18-60 of the Act is more than 105% of the amount extended or estimated to be extended upon the levy of the preceding year, exclusive of the Election Costs, Section 200/18-70 of the Act requires the corporate authority to give public notice of and hold a public hearing on its intent to adopt a levy which is more than 105% of the extensions, exclusive of Election Costs, for the preceding year.

NOW, THEREFORE, BE IT RESOLVED BY THE CHAMPAIGN-URBANA MASS TRANSIT DISTRICT as follows:

- Section 1. That the Board of Trustees of the Champaign-Urbana Mass Transit District hereby finds and determines as follows:
  - a) That the amounts of money, exclusive of Election Costs, estimated and proposed to be raised by the Levy for the current year upon the taxable property in the Champaign-Urbana Mass Transit District is \$11,195,377.
  - b) That the aggregate amount of property taxes for the Champaign-Urbana Mass Transit District, extended or estimated to be extended upon the levy of the preceding year; exclusive of Election Costs, was \$9,476,591.
  - c) That the increase of the amount estimated and proposed for the current year Levy over the amounts extended or estimated to be extended for the preceding year is \$1,718,786 which is a 18.14% increase over the amount extended upon the levy of the preceding year (exclusive of election costs).

<u>Section 2.</u> That because the amounts of money, exclusive of any portion of the current year Levy attributable to the costs of conducting an election required by the General Election Law, estimated to be necessary to be raised by taxation for the current year upon the taxable property in this district is more

than 105% of the amount extended upon the Levy of the preceding year, exclusive of Election Costs, prior to the adoption of a Levy Ordinance, a public hearing is necessary to comply with the Truth in Taxation Act.

This Resolution is hereby passed by the affirmative vote, the "Ayes" and "Nays" being called, of a majority of the members of the Board of Trustees of the Champaign-Urbana Mass Transit District at a duly called regular meeting of the said Board of Trustees on the 28th day of October, 2020.

	CHAMPAIGN-URBANA MASS TRANSIT DISTRICT
	By: Chair, Board of Trustees
APPROVED by the Board of Trustees of	the Champaign-Urbana Mass Transit District this day of
, 2020.	the champaigh orbana mass francic blothet this ady of



To: Board of Trustees

From: Evan Alvarez, Special Services Manager

Date: October 28, 2020

Subject: Renewal of Agreement Regarding Expanded Service in Village of Rantoul (C-CARTS)

A. Introduction – To ensure the continued operation (by C-CARTS) of the Eagle Express (deviated-fixed route service) in the Village of Rantoul between November 1, 2020 and October 31, 2021.

- B. Recommended Action: Staff recommends approval of the attached Service Agreement between the Rural Transit Advisory Group (RTAG), Champaign County Regional Planning Commission (RPC), and Village of Rantoul and MTD by authorizing the Managing Director/CEO to sign the agreement on behalf of MTD.
- C. Prior Trustee Action: In 2016, the current version of this agreement was approved. This established the Eagle Express in Rantoul. The service renewal was approved in 2018.
- D. Background In November of 2016, the Village of Rantoul and C-CARTS entered an agreement to operate a deviated-fixed route service within the Village. Two years ago, the system shifted to a more traditional route structure with three routes instead of one. Since that time, ridership has more than doubled from an average of 1,100 rides per month to over 2,500.

The original agreement is set to end at the end of October 2020. The proposed agreement would allow for a one-year renewal of the contract to continue service. The agreement is largely the same as the previous agreements, with a few items of note:

- The previous agreements have continued the IGA for two years. This is a one-year renewal
  to allow for better flexibility and adaptability as COVID-19 develops and circumstances
  change.
- This agreement offered a rate freeze to respond to decreased motor fuel tax revenue in Rantoul. At renewal, traditional adjustments for inflation and operating costs will be addressed.
- 3. The proposed agreement includes a second service level that MTD will operate in the event that C-CARTS does not have enough operators to deliver to the main level of service. The reduced service level has been operated in the past on holidays to respond to reduced demand. In the event that it was reduced for a longer period of time to respond to COVID-19, the service would operate at a lower cost to Rantoul.

This agreement was brought to, and passed, by the Rantoul Village Board during their October 13, 2020 meeting.

E. Alternatives – advantages/disadvantages: This agreement has been beneficial to the Village of Rantoul in meeting goals of the Rantoul Tomorrow long-term planning initiative as well as providing C-CARTS a steady source of Downstate Operating Assistance Program (DOAP) match funding. If not approved, the current agreement will expire, and Eagle Express service will be discontinued at the end of October 2020.

## AN AGREEMENT REGARDING EXPANDING SERVICES OF THE RANTOUL TRANSPORTATION SERVICE PROGRAM ("C-CARTS")

WHEREAS, the County of Champaign (hereafter simply "COUNTY") was awarded a Downstate Operating Assistance and FTA Section 5311 Combined Grant for rural public transportation; and

WHEREAS, the COUNTY and the Champaign-Urbana Mass Transit District (hereafter simply "MTD"), entered into an Intergovernmental Agreement (hereafter simply "IGA") dated August 20, 2020, to provide rural public transportation; and

WHEREAS, in the IGA, MTD was named as the designated provider of rural public transportation to operate a separate transportation service program to be known as "C-CARTS", and COUNTY vehicles were leased to MTD for the provision of said program; and

WHEREAS, in the IGA, the Champaign County Regional Planning Commission ("RPC"), and the Rural Transit Advisory Group ("RTAG") were delegated oversight and coordination authority relating to the provision of rural public transportation service; and

WHEREAS, the Village of Rantoul (hereafter simply "RANTOUL") has proposed that the C-CARTS service be provided to RANTOUL; and RPC, RTAG and MTD have all agreed to such proposal and desire to set forth their agreement in writing.

## NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- 1) RTAG and RPC hereby approve of the changes herein regarding rural public transportation services to be provided in the Village of Rantoul by MTD as set forth in the IGA.
- 2) The term of this agreement shall be one (1) year from the date of execution by RANTOUL set forth in the signature block for the Village of Rantoul.
- 3) (a) RANTOUL agrees to make monthly payments, following the schedule below, directly to Champaign-Urbana Mass Transit District at 1101 E. University Avenue, Urbana, Illinois, for each full month of transportation services provided to RANTOUL as set forth in this agreement.

Date Range	Monthly Payment
November 2020 – October 2021	\$9,350.00

- (b) The monthly payments due hereunder shall be paid on or before the 10<sup>th</sup> day of each month following the month in which the transit services were provided.
- (c) The parties agree to apportion the monthly payment due hereunder for any month in which the transportation services are provided for only a portion of the month.
- (d) Fares collected are not a credit against the monthly payments due hereunder.
- 4) (a) In the event of any changes affecting MTD's ability to provide service, contact shall be made with RANTOUL's Village Administrator. In the event of emergency changes in service conditions in the Village of Rantoul, RANTOUL shall contact the MTD Operations Department (Evan Alvarez, Randy Fouts, or Jay Rank).

- (b) On a monthly basis, MTD shall provide RANTOUL reporting on route ridership, service hours, and service mileage.
- 5) MTD is offering access to open-door deviated-fixed route service (Attachment A) to the general public for a common fare. MTD will consult with RANTOUL on service changes. MTD as the operator for C-CARTS will adhere to the federal regulations regarding publicly offered route service. Nothing in this agreement shall be construed to limit MTD's obligations to follow those regulations.

Route performance will be assessed with RANTOUL on a quarterly basis.

- 6) In the event that MTD is unable to sustain the staffing to support the service level in Attachment A due to COVID-19, they will provide the reduced service outlined in Attachment B. The monthly payment amount of the reduced service outlined in Attachment B shall be \$7,050.00. The monthly payments from RANTOUL to MTD will be prorated to reflect the new cost, based on the number of the days that each service type was operated that month.
- 7) Any of the parties may terminate this Agreement in ninety (90) days written notice to the other parties. MTD may suspend its service under this Agreement if RANTOUL fails to make timely payments as set forth in paragraph 3 above.
- 8) The parties acknowledge that nothing in this agreement creates a joint venture or other business relationship among/between the parties other than those specifically set forth herein.
- 9) Notices provided for shall be deemed given when mailed by certified mail to the parties at their address given below in their signature block:

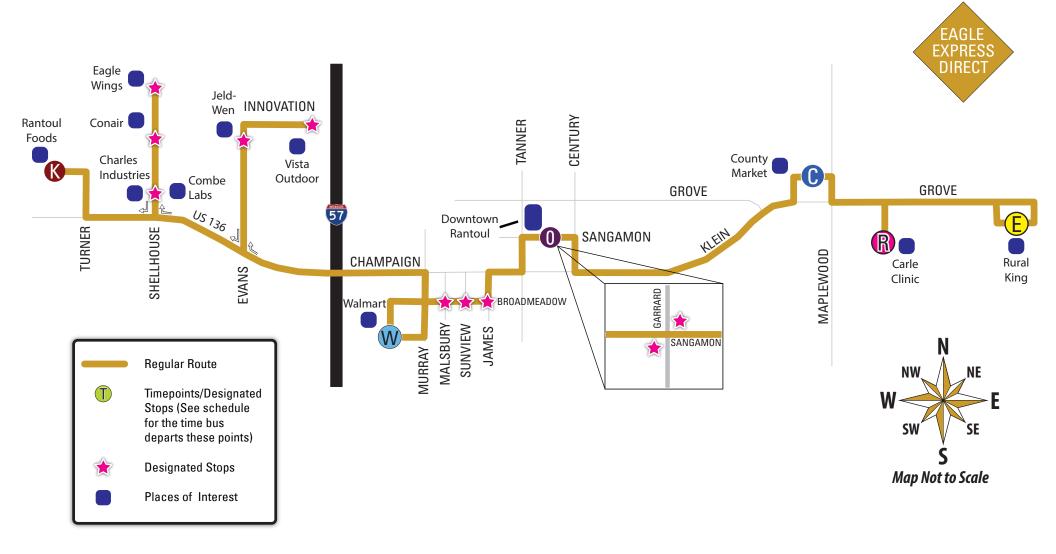
Rural Transit Advisory Group	
BY:	Date:
Address: 1776 East Washington Street Urbana, IL 61802	
Champaign County Regional Planning Commission	
BY:	Date:
Address: 1776 East Washington Street Urbana, IL 61802	
Champaign-Urbana Mass Transit District	
BY:	Date:
Address: 1101 East University Avenue Urbana, IL 61802	
<u>Village of Rantoul</u>	
BY:	Date:
Address: 333 South Tanner Street Rantoul, IL 61866	

#### Attachment A

- 1) MTD shall operate a C-CARTS deviated-fixed route service on published regular schedule to the industrial, commercial, and residential areas of the Village of Rantoul in accordance with the attached schedules.
- This service is designed to facilitate mobility and access to jobs throughout the Village of Rantoul.
- 3) This is a restructured service, with changes based on ridership trends, public input, and in consultation with RANTOUL, RTAG, and RPC.
- 4) This service will be performed by C-CARTS, within the operational ability of MTD.

#### Attachment B

- 1) MTD shall operate an alternate deviated-fixed route service if COVID-19 affects staffing levels to the point that they do not permit the delivery of the service outlined in Attachment A.
- 2) MTD will communicate directly with the Village in the event of a service change and coordinate communications with RANTOUL residents.
- 3) The service charge will be prorated based on the number of days that each level of service is run.
- 4) This service is considered distinct from service reductions in response to factory closures, holiday hours, and other factors external to C-CARTS.



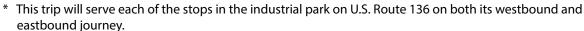
## **GENERAL RULES**

- Please have exact \$2 cash fare when boarding. Drivers do not make change.
   Riders 65+ years of age and qualified riders with disabilities pay a \$1 cash fare. For complementary ADA Paratransit information, call 217.344.4287
- Eating, drinking, and the use of tobacco products are prohibited.
- Shirts and shoes (or equivalent) must be worn.
- · Wheelchairs must be secured.
- Riders may use the lift if unable to enter the vehicle by the stairs.

- Service animals are permitted.
- Respirator/portable oxygen equipment must be secured.
- Disruptive clients or those unable/unwilling to follow guidelines will have service discontinued.
- If service is cancelled due to inclement weather, notification will be made to local radio and television stations.

# RANTOUL C-CARTS EAGLE EXPRESS DIRECT Monday through Friday

WESTBOUND								EASTE	BOUND		
Rural King	Carle Clinic on Grove	County Market	Garrard & Sangamon	Walmart	Turner Drive (Rantoul Foods)	Turner Drive (Rantoul Foods)	Walmart	Garrard & Sangamon	County Market	Carle Clinic on Grove	Rural King
E	R	<b>©</b>	0	W	K	K	W	0	C	R	E
		5:32A	5:36A	5:41A	5:56A	5:58A	6:04A	6:09A	6:13A		
		6:15	6:19	6:24	6:39	6:41	6:47	6:52	6:56	6:58	7:00
7:00		7:02	7:06	7:11	7:26	7:28	7:34	7:39	7:43	7:45	7:47
7:49	7:51	7:53	7:57	8:02**	8:17 <b>△</b>						
									'	'	
		2:45P	2:49P	2:54P	*3:09P	*3:11P	3:27P	3:32P	3:36P	3:38P	3:40P
3:42P	3:44P	3:46	3:50	3:55	4:10	4:12	4:18	4:23	4:27	4:29	4:31
4:33	4:35	4:37	4:41	4:46	5:01	5:03	5:09	5:14	5:18	5:20	5:22
5:24	5:26	5:28	5:32	5:37	5:52	5:54	6:00	6:05	6:09 <b>∆</b>		



<sup>\*\*</sup> If no passengers are aboard after serving Wal-Mart, this trip will end at Wal-Mart.

\$2 Cash Fare (drivers carry no change) \$1 Cash Fare 65+ Years of Age or Qualifying Disability (for information about Complementary Paratransit Service, call 217.344.4287)



# **EAGLE EXPRESS DIRECT RANTOUL C-CARTS**

Monday through Friday

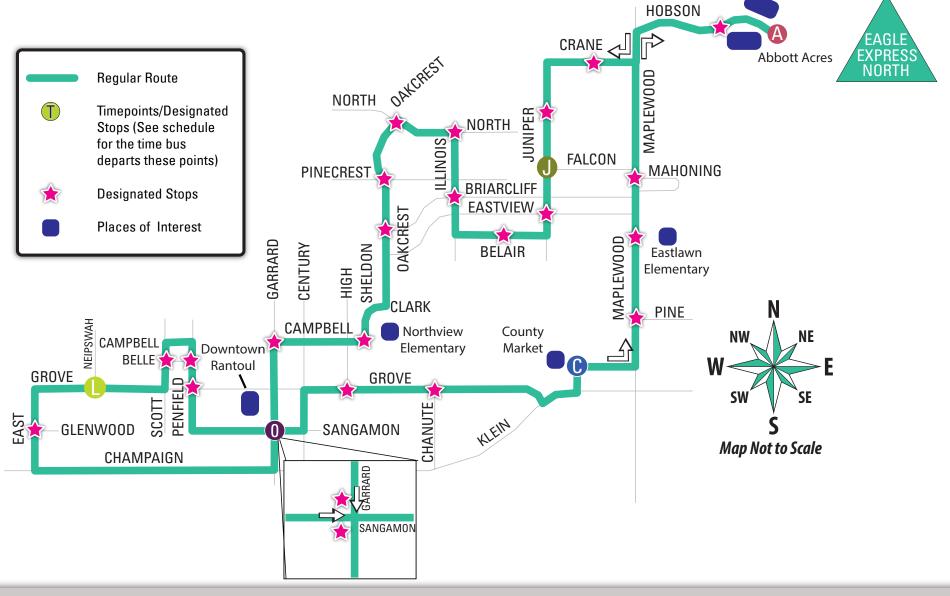


Effective November 16, 2020

# CHAMPAIGN COUNTY AREA RURAL TRANSIT SYSTEM

1101 East University Avenue Urbana, IL 61802 217.344.4287 www.c-carts.com

Δ Denotes end of route.



## **GENERAL RULES**

- Please have exact \$2 cash fare when boarding. Drivers do not make change.
   Riders 65+ years of age and qualified riders with disabilities pay a \$1 cash fare. For complementary ADA Paratransit information, call 217.344.4287
- Eating, drinking, and the use of tobacco products are prohibited.
- Shirts and shoes (or equivalent) must be worn.
- · Wheelchairs must be secured.
- Riders may use the lift if unable to enter the vehicle by the stairs.

- Service animals are permitted.
- Respirator/portable oxygen equipment must be secured.
- Disruptive clients or those unable/unwilling to follow guidelines will have service discontinued.
- If service is cancelled due to inclement weather, notification will be made to local radio and television stations.

# RANTOUL C-CARTS EAGLE EXPRESS NORTH ROUTE Monday through Friday

	WESTB	OUND		EASTBOUND				
Abbott Acres	Juniper & Falcon	Garrard & Sangamon	Neipswah & Grove	Neipswah & Grove	Garrard & Sangamon	County Market	Abbott Acres	
A	•	0		•	0	•	A	
5:13A	5:16A	5:22A	5:25A	5:25A	5:28A	5:32A	5:36A	
5:38	5:41	5:47	5:50	5:50	5:53	5:57	6:01	
6:03	6:06	6:12	6:15	6:15	6:18	6:22	6:26	
6:28	6:31	6:37	6:40	6:40	6:43	6:47	6:51	
6:53	6:56	7:02	7:05	7:05	7:08	7:12	7:16	
7:18	7:21	7:27	7:30	7:30	7:33	7:37	7:41	
7:43	7:46	7:50 <b>△</b>						
						3:10P	3:14P	
3:16P	3:19P	3:25P	3:28P	3:28P	3:31P	3:35	3:39	
3:41	3:44	3:50	3:53	3:53	3:56	4:00	4:04	
4:06	4:09	4:15	4:18	4:18	4:21	4:25	4:29	
4:31	4:34	4:40	4:43	4:43	4:46	4:50	4:54	
4:56	4:59	5:05	5:08	5:08	5:11	5:15	5:19	
5:21	5:24	5:30	5:33	5:33	5:36	5:40	5:44	
5:46	5:49	5:55 <b>△</b>						

 $\Delta$  Denotes end of route.

\$2 Cash Fare (drivers carry no change) \$1 Cash Fare 65+ Years of Age or Qualifying Disability (for information about Complementary Paratransit Service, call 217.3464287)



# **EAGLE EXPRESS NORTH RANTOUL C-CARTS**

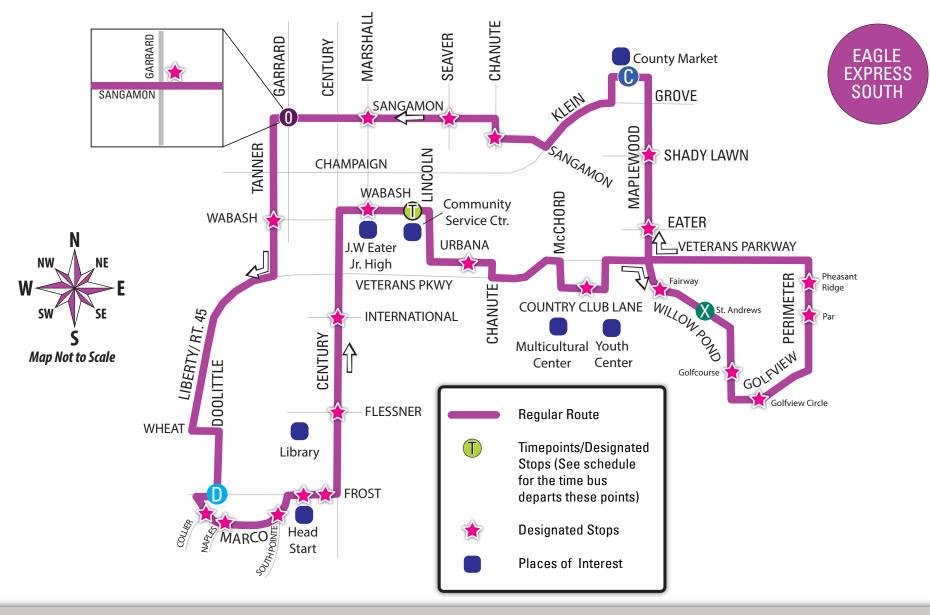
Monday through Friday



Effective November 16, 2020

# CHAMPAIGN COUNTY AREA RURAL TRANSIT SYSTEM

1101 East University Avenue Urbana, IL 61802 217.344.4287 www.c-carts.com



## **GENERAL RULES**

- Please have exact \$2 cash fare when boarding. Drivers do not make change.
   Riders 65+ years of age and qualified riders with disabilities pay a \$1 cash fare. For complementary ADA Paratransit information, call 217.344.4287
- Eating, drinking, and the use of tobacco products are prohibited.
- Shirts and shoes (or equivalent) must be worn.
- · Wheelchairs must be secured.
- Riders may use the lift if unable to enter the vehicle by the stairs.

- Service animals are permitted.
- Respirator/portable oxygen equipment must be secured.
- Disruptive clients or those unable/unwilling to follow guidelines will have service discontinued.
- If service is cancelled due to inclement weather, notification will be made to local radio and television stations.

# RANTOUL C-CARTS EAGLE EXPRESS SOUTH Monday through Friday

V	VESTBOUNI	D	EASTBOUND					
County Market	Garrard & Sangamon	Frost & Doolittle	Frost & Doolittle	Community Resource Center	Willow Pond & St. Andrews	County Market		
•	0	<b>D</b>	<b>D</b>	Ī	X	<b>e</b>		
			5:15A	5:22A	5:26A	5:32A		
5:36A	5:39A	5:44A	5:44	5:51	5:55	6:01		
6:05	6:08	6:13	6:13	6:20	6:24	6:30		
6:34	6:37	6:42	6:42	6:49	6:53	6:59		
7:03	7:06	7:11	7:11	7:18	7:22	7:28		
7:32	7:35	7:40	7:40	7:47	7:51	7:57∆		
			3:20P	3:27P	3:31P	3:37P		
3:41P	3:44P	3:49P	3:49	3:56	4:00	4:06		
4:10	4:13	4:18	4:18	4:25	4:29	4:35		
4:39	4:42	4:47	4:47	4:54	4:58	5:04		
5:08	5:11	5:16	5:16	5:23	5:27	5:33		
5:37	5:40	5:45∆						

\$2 Cash Fare (drivers carry no change) \$1 Cash Fare 65+ Years of Age or Qualifying Disability (for information about Complementary Paratransit Service, call 217.344.4287)



# **EAGLE EXPRESS SOUTH RANTOUL C-CARTS**

Monday through Friday



Effective November 16, 2020

# CHAMPAIGN COUNTY AREA RURAL TRANSIT SYSTEM

1101 East University Avenue Urbana, IL 61802 217.344.4287 www.c-carts.com

<sup>\*\*</sup>Upon request only, Westbound trips will leave route at RT. 45 & Wheat to drop passengers off at Fountain Valley\*\*



1101 East University Avenue Urbana, IL 61802 217.344.4287 www.c-carts.com

# RANTOUL C-CARTS EAGLE EXPRESS Reduced Service

# RANTOUL C-CARTS EAGLE EXPRESS

WESTBOUND							EASTBOUND					
County Market	Abbott Acres	Briarcliff & Juniper	Garrard & Sangamon	Neipswah & Grove	Walmart	Turner Drive (Rantoul Foods)	Turner Drive (Rantoul Foods)	Walmart	Frost & Doolittle	Community Resouce Center	Willow Pond & St. Andrews	County Market
C	A	0	0		W	K	K	W	0	(Ī)	X	<b>G</b>
									5:00A	5:07A	5:11A	5:17A
									5:45	5:52	5:56	6:02
5:21A	5:25A	5:28A	5:32A	5:35A	5:40A	5:50A	5:50A	6:00A	6:08	6:15	6:19	6:25
6:06	6:10	6:13	6:17	6:20	6:25	6:35	6:35	6:45	6:53	7:00	7:04	7:10
6:29	6:33	6:36	6:40	6:43	6:48	6:58	6:58	7:08	7:16	7:23	7:27	7:33∆
7:14	7:18	7:21	7:25	7:28	7:33	7:43	7:43	7:53	8:01Δ			
2:45P	2:49P	2:52P	2:56P	2:59P	3:04P	*3:14P	*3:14P	3:29P	3:37P	3:44P	3:48P	3:54P
3:30	3:34	3:37	3:41	3:44	3:49	3:59	3:59	4:09	4:17	4:24	4:28	4:34
3:58	4:02	4:05	4:09	4:12	4:17	4:27	4:27	4:37	4:45	4:52	4:56	5:02
4:38	4:42	4:45	4:49	4:52	4:57	5:07	5:07	5:17	5:25	5:32	5:36	5:42∆
5:06	5:10	5:13	5:17	5:20	5:25	5:35	5:35	5:45	5:53∆			

<sup>\*</sup> This trip will serve each of the stops in the industrial park on U.S. Route 136 on both its westbound and eastbound journey. Δ Denotes end of route.

\$2 Cash Fare (drivers carry no change) \$1 Cash Fare 65+ Years of Age or Qualifying Disability

(for information about Complementary Paratransit Service, call 217.344.4287)

<sup>\*</sup> This trip will service each of the stops in the industrial parks on SR 136 before heading eastbound.



To: Board of Trustees

From: Jane Sullivan, Grants & Governmental Affairs Director

Date: October 28, 2020

Subject: Urbana & Champaign Sanitary District IGA for solar project land lease

**A.** Introduction – The Urbana & Champaign Sanitary District (UCSD) and MTD have prepared an agreement for MTD to lease land and rooftop space from UCSD for installation of a solar array.

**B. Recommended Action** – Staff recommends entering into the Intergovernmental Agreement (IGA) with UCSD.

## C. Previous Action:

- On April 29, 2020, the Board of Trustees passed Resolution 2020-1 authorizing the filing of state grant applications, including an application for funding for the solar array project.
- On April 29, 2020, the Board of Trustees approved the contract with Dewberry for full design and engineering of the solar array project.
- On January 29, 2020, the Board of Trustees approved the contract with Dewberry for preliminary engineering of the solar array project.
- **D. Background** UCSD has about 8 acres of land and the roof of their sludge storage structure available for lease at its northeast plant across the street from MTD's facilities in Urbana. MTD anticipates availability of grant funding to build a nearly 2-megawatt solar array. Energy from the solar array will be used to produce hydrogen to fuel MTD's upcoming zero-emission fuel cell buses.

The terms of the IGA have been accepted by both Districts' attorneys. As of this writing, two exhibits to the IGA are still in progress: Exhibit B insurance requirements and Exhibit C title report.

- **E.** Summary The agreement between MTD and UCSD establishes the following payment terms:
  - Year 1 through year 10: MTD will pay \$20,000 annually with 2.25% escalation each year.
  - Year 11 through year 30: MTD will pay UCSD 25% of the production value of the solar array, calculated using production data from the previous year and Ameren's published electricity rate.
  - If MTD collects revenue from Solar Renewable Energy Credits (SRECS), MTD will share the revenue with UCSD at 50% and the base rent will be reduced proportionally. MTD will only pay UCSD above the base rent if total SREC income is more than two times the base rent amount.

The capital cost of the solar array is estimated at \$5.8 million, which Staff expects to fund primarily with a state grant. The 30-year operating expense of the solar array is \$750,000 (lease payment to UCSD and ROW fee to City of Urbana). The avoided operating expenses is estimated to be \$10 million over a 30-year period (the cost to purchase the same amount of electricity from the grid). This is a net savings of \$9.25 million in operating expenses over a 30-year period.

- **F.** Alternatives advantages/disadvantages: Authorizing the Managing Director to execute the IGA allows MTD to enter a 30-year lease with UCSD to use the land and rooftop for a solar array.
- **G. Budget & Staffing Impacts:** The annual lease fees will be paid with 65% state funds from our Downstate Operating Assistance Program grant and 35% local funds.

## INTERGOVERNMENTAL COOPERATION AGREEMENT FOR SOLAR FACILITIES AND OPERATIONS

THIS INTERGOVERNMENTAL AGREEMENT FOR SOLAR FACILITIES AND OPERATIONS (hereinafter "Agreement") is entered into as of the Effective Date between the Champaign-Urbana Mass Transit District, a municipal corporation whose principal place of business is 1101 E. University Avenue, Urbana, IL 61802-2009 ("MTD") and the Urbana & Champaign Sanitary District, a municipal corporation, whose principal place of business is 1100 E. University Avenue, P.O. Box 669, Urbana, IL 61803 ("UCSD"). UCSD or MTD are also hereinafter referred to as a "Party" or, collectively, the "Parties".

- 1. Agreement. UCSD hereby agrees with MTD for the **Term** (as defined below), except as otherwise provided for in Section 4.4 of this Agreement, to provide for the exclusive use by MTD of the real estate, including the portions of the structures thereon as described and depicted in **Attachment A** hereto, (the "**Premises**") on the terms and conditions set for in this agreement and for the following rights and purposes (the "**Intended Use**"):
- 1.1 For solar energy conversion, for the collection and transmission of electric power, and for related and incidental purposes, operation, and activities for the sole purpose of generating power for the direct use of such power by MTD at the premises located at 1101 E. University Avenue, Urbana, IL (collectively, "Operations" or "Solar Energy System Operations"), including, without limitation:
  - **1.1.1** conducting studies of solar radiation, solar energy, soils, and other meteorological and geotechnical data;
  - 1.1.2 constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and maintaining, using, monitoring and operating, existing, additional or new (i) individual units or arrays of solar energy collection cells, panels, mirrors, lenses and related facilities necessary to harness sunlight for photovoltaic energy generation, including without limitation, existing and/or future technologies used or useful in connection with the generation of electricity from sunlight, and associated support structure, braces, wiring, plumbing, and related equipment ("Solar Energy Facilities"), (ii) electrical transmission and distribution facilities of whatsoever sort, including without limitation, overhead and underground transmission, distribution or collector lines, circuit breakers, meters, conduit, footings, towers, poles, crossarms, guy lines, anchors, cabling and wires, (iii) overhead and underground control, communications and radio relay systems, (iv) substations, interconnection and/or switching facilities and electric transformers and transformer pads, (v) solar energy measurement equipment, (vi) control buildings, control boxes and computer monitoring hardware, (vii) utility installation, (viii) safety protection facilities, (ix) roads and erosion control facilities, (x) signs and fences, and (xi) other improvements, fixtures, facilities, machinery and equipment associated or connected with the generation, conversion, switching, metering, step-up, step-down, transmission, distribution, conducting, wheeling, sale or other use or conveyance of electricity (all of the foregoing, including the Solar Energy Facilities, collectively a "Solar Energy System" or "Improvements" or

- "Project" or "System"). HOWEVER, no portion of the Solar Energy System, the Improvements or the Project shall in any manner encroach upon or interfere access to the UCSD interceptor that runs through the Premises;
- **1.1.3** An exclusive right for the development, erection, installation, construction, improvement, interconnection, reconstruction, enlargement, removal, relocation, replacement and repowering, and the use, maintenance, repair and operation of, facilities for the Solar Energy System;
- **1.1.4** The right, but not the obligation, to perform the following upon the Premises or upon land immediately adjoining the premises: removing, trimming, pruning, topping or otherwise controlling the growth of any tree, shrub, plant or other vegetation; that could obstruct, interfere with or impair the Solar Energy System or the use of the Premises intended by MTD hereunder;
- 1.1.5 A non-exclusive permission to use for vehicular and pedestrian access, ingress and egress to, from and over the Premises, including roadways under the control of UCSD, but not part of the Premises, at such locations as MTD and UCSD shall mutually determine, for purposes related to the Solar Energy System and/or the Transmission Facilities installed or to be installed on the Premises. UCSD shall maintain access roads to the Premises including repair or replacement, snow removal and other actions necessary to maintain access for MTD, at the cost of UCSD, MTD shall exercise reasonable diligence not to unreasonably block any such road or otherwise hamper or encumber any vehicular, bicycle or pedestrian traffic on any such road, except as reasonably necessary for the Project or its continuing use of the Premises;
- **1.1.6** A non-exclusive right to extract soil samples, perform geotechnical tests, and conduct such other tests, studies, inspections, and analysis of or on the Premises as MTD deems necessary, useful or appropriate for or related to any Intended Purpose;
- **1.1.7** The Intended Use of the Premises shall not be modified or changed in any manner without the written consent of UCSD;
- **1.1.8** Equipment of MTD or its agents that are not directly related to the Intended Use shall not be stored on the Premises. No equipment or supplies shall be stored on the Premises outside of a storage building for a period of longer than 30 days.

## 2. Effective Date, Term and Termination

- **2.1** The initial term of this Agreement (the "Agreement Initial Term") begins on the Effective Date and terminates 30 years thereafter, unless terminated sooner as provided in this Agreement.
- **2.2** This Agreement shall be effective on the date when the last of the governing bodies has approved this Agreement (the "Effective Date"). The term shall be measured from the date payment commences according to the terms and condition set forth herein.

2.3 In the event MTD fails to continuously utilize or make good faith attempts that are identified and provided in writing to UCSD to utilize the Premises for the Intended Use a period in excess of 12 months, UCSD may give notice of the intent to terminate the lease if operations are not resumed or attempted to be resumed within 60 days of said notice. After MTD advises that operations are resumed or were attempted to be resumed, UCSD may give notice of the intent to terminate the lease after 12 months from the resume or attempted resume date. The failure to resume or attempt to resume operations within said time frame shall be a cause for termination of this Agreement. In the event of the termination of this agreement for any reason, the obligations of MTD to restore the Premises shall survive and continue.

## 3. Payments to UCSD.

## 3.1 Payments.

**3.1.1 Payments by MTD.** MTD shall pay for the use of the Premises to UCSD as follows:

Beginning on the Effective Date and continuing for a period of 10 years thereafter the following annual base rent payments:

\$20,000.00
\$20,450.00
\$20,910.13
\$21,380.60
\$21,861.67
\$22,353.55
\$22,856.51
\$23,370.78
\$23,896.22
\$24,434.30

Beginning in year 11 and continuing to the end of the lease, MTD shall pay annually to UCSD a sum equal to 25% of the annual Production Value (as defined below) of the solar array as base rent, or \$10,000, whichever is greater.

In addition to base rent MTD shall pay to UCSD the sum of 50% of the net Solar Renewable Energy Certificate (SREC) income, subject to a credit for the benefit of MTD in the base rent of \$1 reduction per \$2 in SREC income. This reduction in the base rent shall stop at \$0 of base rent. If another form of income is developed from the solar array and the associated power, the distribution of that income shall be distributed using the divisions specified in this paragraph.

For purposes of this section, Production Value shall be calculated from actual kWh generated during the previous full calendar year and the average of the on-peak summer and on-peak non-summer rates published by Ameren annually for qualifying facilities or equivalent source (annual compilation of Midwest wholesale electric market pricing data as published in Platts, an independent publisher of energy and commodity information).

An example of such data from August 2020 is provided in Attachment D. If this value is no longer publicly available for any year or years during the term of this Agreement, the base rent shall be calculated by starting with \$20,000 per year, and increasing this value by 2.25% annually, starting with year 1. By way of example, in the event the value described above is unavailable for year 11 rent, the base rent shall be \$24,984.30.

**3.2 Place of Payment**: All amounts payable to UCSD under this Agreement shall be paid at the office of UCSD set forth above, or at such other place as UCSD may from time to time designate by written notice to MTD, in lawful money of the United States.

#### 4. Use of Premises.

- **4.1 MTD's Rights to Upgrade Facilities**. The Parties agree that solar energy technologies are improving at a rapid rate and that it is probable that MTD may (although MTD shall not be required to) replace from time to time existing Solar Energy Facilities on the Premises with newer model or design Solar Energy Facilities which have increased energy capture and efficiency.
- 4.2 Ingress and Egress. This Agreement includes the right of ingress to and egress from the Solar Energy System over, under, and along the Premises by means of any existing roads and lanes on the Premises or other land not included in the Premises, and by such other road or routes as MTD may, in such locations as are mutually agreed upon by the Parties, construct on the Premises from time to time, for the benefit of and for purposes incidental to Operations on the Premises. Except as to those roads constructed by MTD on the Premises or other land not included in the Premises, UCSD shall maintain existing roads or other roads that provide access to the Premises including without limitation regular usual and customary maintenance and snowplowing at its expense. Notwithstanding the foregoing, MTD shall maintain roads constructed by MTD that provide access to the Premises including without limitation regular, usual and customary maintenance and snowplowing, at its expense.
- **4.3 Use.** MTD shall have the right to use the Premises, including without limitation the right to convert all of the solar resources of and to conduct Operations on the Premises. The Parties recognize that MTD may contract with others to perform Operations or maintenance related to the overall Solar Facilities System on the Premises and such use is contemplated by the Parties hereto. To the extent others perform Operations or maintenance on behalf of MTD, they must comply with and submit proof of all insurance requirements as provided in this Agreement.

UCSD shall not grant any rights in the Premises purporting to permit others to conduct Operations on the Premises in derogation of MTD's sole and exclusive right to conduct Operations on the Premises.

**4.4 Security; UCSD's Access**. All security measures reasonably necessary shall be provided for the Premises by MTD at MTD's sole cost and expense, including, if reasonably necessary, warning signs, closed and locked gates, and other measures appropriate and reasonable to protect against damage or destruction of MTD's Solar

Energy System and other Improvements or injury or damage to persons or property on the Premises. During the Agreement Term, UCSD shall be entitled to enter upon the Premises during normal business hours and upon at least 24-hour prior notice to MTD in order to inspect the Property, to confirm MTD's compliance with this Agreement and to perform such other actions as UCSD deems, in its sole discretion necessary to repair, replace, modify or otherwise access any facilities of UCSD's located on or below the Premises. In the event the UCSD deems that immediate entry is necessary in the case of an emergency or a suspected emergency or for the purposes of compliance with or preventing the violation of any state or federal law or regulation or the conditions of any permits issued to UCSD, UCSD shall take reasonable efforts to notify MTD and allow MTD to have an agent or employee of MTD on site, but shall in no event be restrained for going on to the Premises for the above purposes if such emergency or suspected emergency exists.

In the event of any entry onto the Premises by UCSD, UCSD will take reasonable measures so as not to interfere with MTD's intended use and occupancy of the Premises. This foregoing right of inspection and entry shall be on an escorted basis with MTD, its agents or employees, and in compliance with and MTD's normal security policies and established site procedures and does not include the right to climb onto or into improvements or to come into physical contact with any transmission facilities without the prior written consent of MTD. Notwithstanding the immediate foregoing, UCSD shall have the right to enter upon the Premises at any time and without any notice in the event a condition arises or comes into existence on the Premises which presents an immediate threat to human life, health or safety. In the event that such entry or inspection on the Premises by UCSD, its agents or employees, results in damage to MTD's Solar Energy System, UCSD shall be responsible for such repair/replacement and indemnify MTD pursuant to Section 11.2 herein.

MTD shall, in writing, provide the name, address and 24-hour contact information of MTD's that will be available to be reached 24 hours. In the event UCSD is required to access the Premises for any of the above reasons, UCSD shall contact the appointed contact person in order to coordinate such entry and other activities needed to be performed by UCSD on the Premises. The initial contact person for MTD shall be: MTD Facilities Director.

## 5. System Construction, Installation and Operation,

Energy System by MTD on the Premises ("Installation Work") in accordance with this Agreement, including, without limitation, grading and required leveling, pouring foundations and other substructure as required for the Installation Work, the installation of solar panels, mounting substrates or supports, wiring and connections, power inverters, service equipment, metering equipment, utility interconnections, storage buildings, security offices, electrical equipment shelters and security fencing. UCSD acknowledges that the installation of all or a portion of the System will require physically mounting and adhering the System to the ground and to the building on the Premises and consents to such mounting or adhering, as applicable, so long as UCSD has approved prior to such installation and mounting the details of such work and such

installation is consistent with all applicable laws, rules, regulations, approvals and permits. Approval by UCSD of the mounting of a portion of the system on the building does not constitute a warranty of representation relating to the integrity of the building to withstand such installation. In the event the building is damaged or destroyed directly as the result of said installation of part of the System to the building, MTD shall be responsible for the costs of repairs and replacement of same. MTD shall be responsible for any necessary work, improvement, or minor repair to the building in order to allow mounting thereon, however, any such work or improvement shall be subject to the approval and consent of UCSD, which consent or approval will not be unreasonably withheld. UCSD is otherwise responsible to maintain the building from normal wear and tear. For purposes of this section reasonable wear and tear means any deterioration that occurs as a result of normal, everyday use.

In the event the building is seriously damaged or destroyed during the term of the lease for reasons not associated with the installation, UCSD shall be responsible for the costs repairing or rebuilding of the structure. MTD shall be responsible for the costs of repairs and replacement of solar panels and any modifications necessary to allow the panels to be installed.

- 5.2 Appurtenant Rights. MTD shall also have the right from time to time during the Term hereof in connection with this Agreement, to: (a) maintain, clean, repair, replace and dispose of part or all of the System; to add to or remove (if this Agreement has terminated or as otherwise allowed by this Agreement) the System or any part thereof; and (c) perform (or cause to be performed) all tasks necessary or appropriate, as reasonably determined by MTD, to use the Premises for the Intended Use.
- **5.3 Site Restoration**. MTD may make such modifications to the Premises as reasonably required or convenient to perform the Installation Work or ongoing maintenance, including, without limitation, running wires and conduits from the System to the electrical panels and other areas on the Premises, provided that MTD shall maintain the Premises in good condition and repair and shall restore the Premises to substantially the same condition as existed immediately prior to such modifications (other than the improvements and modifications made in connection with the System).
- **5.4 Installation Work Plans.** Prior to commencement of the Installation Work, MTD shall provide UCSD with its Installation Work plans. UCSD shall have the right to review and comment on the plans. No Installation Work shall begin until the UCSD approves the plans, which shall not unreasonably withheld. In the event that the parties are unable to resolve any disagreements regarding the plans, then the parties shall follow the dispute resolution provisions in Section 15 herein.

- **5.5 As-Built Plans**. Promptly after the completion of the Installation Work, MTD shall provide UCSD with "as-built" drawings setting forth in detail the location of all components of the System ("As-Built Plans"). All construction, repairs or replacements to the System shall meet all applicable federal, state and local laws and regulations.
- 5.6 Construction Schedule. Within 6 (six) months of the Effective Date of, MTD shall provide a schedule for construction including when MTD shall commence construction of the System. The Parties expressly agree that construction shall be complete and that the date when energy is actually generated of the System shall be no longer than 3 three years after execution of this Agreement, provided, however, that such time period shall be extended as a result of any *force majeure* event or any other delay caused by circumstances outside of the MTD's control. In the event that construction is not completed within 3 (three) years of the Effective Date, this Agreement may be terminated by either Party except for terms hereof concerning MTD's obligations regarding the restoration of the Premises.
- 5.7 Construction Standards. Any and all improvements to be constructed, erected or maintained on or at the Premises shall be constructed, erected and maintained in good and workmanlike manner, and in accordance with local building permits. MTD's construction, operation, use and maintenance of the System and any and all other improvements on or at the Premises shall at all times comply with all applicable governmental requirements and shall comply with all applicable laws. MTD will be responsible for obtaining and maintaining, at its sole cost and expense, all approvals, and permits necessary for the construction of the System and any and all other improvements on or at the Premises.
- **5.8** Construction Costs. MTD will pay all costs and expenses incurred in connection with the construction, maintenance and operation of the System and any and all related improvements on or at the Premises, including utility connections and the cost of electricity and other utilities the MTD consumes in its construction, maintenance and operational activities at the rate charged by the servicing utility company, for which MTD will make payments directly to said company. MTD shall repair, at its sole cost and expense, any damage caused to the Premises as a result of any act or omission of MTD or its employees, agents, contractors, or invitees.
- 5.9 Insurance for MTD's Work. In addition to the insurance required to be provided in Section 12 hereof, during the performance of the Installation Work or other work done on or to the Premises, MTD shall have and maintain in force public liability and property insurance, builder's risk insurance covering UCSD, environmental insurance, and workmen's compensation insurance affording applicable statutory coverage and containing statutory limits, all in compliance with the requirements contained in Attachment B attached hereto. MTD shall upon reasonable written request provide to UCSD a certificate evidencing such coverage.

- **5.10 Removal.** No later than ninety (90) calendar days prior to the expiration or termination of the Term, MTD shall present a decommissioning plan for the Solar Energy System. The decommissioning plan shall include the removal of all physical material related to the Solar Energy System and restoration of the surface of the land to substantially the same condition it was in at the Effective Date, including returning the land to the same grade as of the Effective Date (reasonable wear and tear, condemnation, casualty damage and acts of God excepted)(all hereinafter referred to as "Restoration"). The decommissioning plan shall be completed within 175 calendar days after the termination of the Agreement and shall be at the sole and exclusive expense of the MTD.
- **5.11 Safety**. During construction of the System or any parts thereof or other improvements to the Premises, MTD shall install such commercially reasonable safety devices as may be necessary to ensure the safety of UCSD's personnel on the Premises, persons on the Premises, the property of UCSD on or adjacent to the Premises, adjacent property owners and their property, and the general public.

## 6. UCSD's Representations, Warranties and Covenants.

- **6.1 Authority and Execution**. Each person executing this Agreement on behalf of either Party represents and warrants that such person is duly and validly authorized to do so and that person executing the Agreement has the full right and authority to enter into this Agreement, perform all of its obligations hereunder and grant the interests herein granted.
- Covenants of Title. UCSD represents and warrants to MTD that it owns the Premises in fee simple, subject to no liens or encumbrances except as disclosed in writing to MTD prior to the execution of this Agreement by MTD and attached hereto as Attachment C. MTD may obtain a current preliminary title report for the Premises at its expense showing all liens and other exceptions to title to the Premises. UCSD and MTD shall record, at MTD's option, a memorandum of this Agreement in the real estate records of the County in which the Premises is located. Upon termination of this Agreement, MTD will promptly cooperate with UCSD to file any document reasonably required to provide notice of the termination of this Agreement.

## 6.3 Hazardous or Toxic Substances or Materials.

6.3.1 Hazardous Materials UCSD. UCSD represents and warrants to MTD that to UCSD's actual knowledge without independent inspection or review, (i) no Hazardous Materials exists on the Premises, (ii) UCSD shall not knowingly use, store, dispose of or release of any Hazardous Materials on the Premises, and (iii) UCSD shall not cause or permit to exist or be used, stored, disposed of or release on the Premises any Hazardous Material except in such quantities as may be required in its use of the Premises and only if such use is not harmful to MTD or its employees and is in full compliance with all applicable laws. Hazardous Materials is defined as a "hazardous substance", "hazardous material", "toxic substance" or "solid waste" in any federal, state or local law, statute, or ordinance. Should any claim or action be brought against UCSD or MTD in

connection with the Premises with respect to any of the foregoing, UCSD shall immediately notify MTD and shall indemnify, defend and hold the MTD harmless from and against all costs, damage or harm resulting from or associated with such claim or action.

- **6.3.2 Hazardous Materials MTD.** MTD covenants and agrees that it (i) shall not use, store, dispose of or release on the Premises or (ii) cause or permit to exist or be used, stored, disposed of or release on the Premises as a result of MTD's Operations, any Hazardous Material, except in such quantities as may be required in its normal business Operations and only if such use is not harmful to UCSD or its employees and is in full compliance with all applicable laws. Should any claim or action be brought against MTD or UCSD in connection with MTD's Operations with respect to any of the foregoing, MTD shall immediately notify UCSD and shall indemnify the UCSD from all costs associated with such claim or action.
- **6.3.5** Environmental Investigation. Prior to or after the effective date of this Agreement, MTD may undertake environmental assessment of the Premises and to that end may enter onto the premises at reasonable times through agents, in order to take soil samples or conduct other investigation with respect to the environmental suitability of the property for its intended use.
- 7. Further Assurances; Cooperation. UCSD shall reasonably support and cooperate with MTD in the conduct of its Operations and the exercise of its rights under this Agreement, including with MTD's efforts to obtain from any governmental authority or any other person or entity any environmental impact review, permit, entitlement, approval, authorization or other rights and UCSD shall perform all such acts ,including executing and delivering maps, instruments and documents as MTD may reasonably specify to fully effectuate each and all of the purposes and intent of the Agreement. MTD shall reimburse all reasonable costs and expenses paid or incurred by UCSD to any third party in connection with providing any cooperation requested by MTD, provided UCSD has notified MTD in advance that such cooperation will cause UCSD to incur any such reimbursable costs and expenses. No such costs or expenses shall be paid by MTD unless it has given its prior consent.

Whenever in this Agreement the approval or consent of either Party is required or contemplated, unless otherwise specified, such approval or consent shall not be unreasonably withheld and/or delayed. Notwithstanding the foregoing, if the Party seeking the other Party's consent fails to provide or delays in providing such information as the other Party requests, the other Party's notice of its failure to grant, refuse, or withhold consent shall may be deemed, interpreted or construed as an unreasonable delay in giving such notice regarding consent. Whenever such consent or approval is required, the written consent or approval of the Managing Director of MTD and the Executive Director of UCSD shall be taken as the consent and approval of the respective party

**8. Requirements of Governmental Agencies**. MTD shall comply in all material respects with all valid laws applicable to the Solar Energy System and the Project, but shall have the right, in its sole discretion and at its sole expense, in its name or in UCSD's name, to contest the validity or applicability of any law, ordinance, order, rule or regulation of any governmental agency or

entity. MTD shall control any such contest and UCSD shall cooperate with MTD in every reasonable way in such contest, at no out-of-pocket expense to UCSD.

**9. Liens.** MTD shall keep the MTD's interest in the Premises free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies and equipment furnished in connection with MTD's use of the Premises, subject to MTD's right to contest such liens and claims. If MTD wishes to contest any such liens or claims, such Party shall, within sixty-three (63) days after it receives notice thereof, provide a bond or other security as the other Party may reasonably request, or remove any such liens from the Premises pursuant to applicable law.

## 10. Indemnity.

- 10.1 Indemnity by MTD Provided that UCSD has been provided reasonable notice by UCSD, MTD shall defend, indemnify, protect and hold harmless UCSD, and its partners, members, affiliates, agents, directors, employees, representatives, successors, assigns, contractors or anyone claiming under UCSD (collectively, including UCSD, the "UCSD Parties") from and against all claims, demands, liabilities, losses, damages, costs (including, without limitation, reasonable attorneys' fees) and expenses (collectively, "Claims") suffered or incurred by any of the UCSD Parties as a result of or arising out of: (a) any acts, omissions or negligence of MTD, its partners, members, affiliates, agents, directors, employees, representatives, successors, assigns, contractors or anyone claiming under MTD (collectively, including MTD, the "MTD Parties") in connection with MTD Parties' uses of or operations on the Premises, except to the extent any such Claim is caused by the negligence or willful misconduct of a UCSD Party, or (b) a breach of this Agreement by MTD that remains uncured after any applicable notice and cure period. MTD shall control any such Claim and UCSD shall cooperate with MTD in every reasonable way in such contest, at no out-of-pocket expense to UCSD.
- 10.2 Indemnity by UCSD Provided that MTD has been provided reasonable notice by UCSD. UCSD shall defend, indemnify, protect and hold harmless MTD and its partners, members, affiliates, agents, directors, employees, representatives, successors, assigns, contractors or anyone claiming under MTD (collectively, including CUMT, the "MTD Parties") MTD Parties from and against any and all Claims suffered or incurred by any of the MTD Parties as a result of or arising out of: (a) any acts, omissions or negligence of any of the UCSD Parties in connection with UCSD Parties' uses of or operations on the Premises, except to the extent any such Claim is caused by the negligence or willful misconduct of a MTD Party (b) the condition of the Premises, except to the extent any such Claim is caused by the negligence or willful misconduct of a MTD Party, or (c) a breach of this Agreement by UCSD that remains uncured after any applicable notice and cure period. UCSD shall control any such contest and MTD shall cooperate with MTD in every reasonable way in such contest, at no out-of-pocket expense to MTD.
- 11. MTD's Insurance. In Addition to the Coverage for construction operations provided for in Section 5.8, at all times during which MTD is conducting any activities on the Premises, and at all times during the Term of this Agreement, MTD shall, at its own cost and expense, obtain and maintain in effect as required pursuant to **Attachment B** attached hereto. MTD shall upon reasonable written request provide to UCSD a certificate evidencing such coverage. The Parties

agree no less than every five years, from and after the date of this Agreement, they will reevaluate to determine if the insurance requirements set for the in Attachment B are still reasonable and acceptable to UCSD based upon the advice of UCSD's insurance advisors, legal counsel and current insurance requirements that may have been adopted by the UCSD Board of Trustees. If the parties agree to adjust the insurance requirements, then MTD shall provide to UCSD an updated certificate of insurance. If the parties are unable to reach agreement on adjusted insurance requirements, then the either party may initiate dispute resolution procedures set forth in Section 15 herein.

- 12. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, and, and their respective heirs, successors and assigns. MTD may not assign or sublet its interests under this Agreement without prior notice to UCSD and without prior written consent by UCSD.
- 13. Taxes. MTD shall pay any taxes on Improvements and(or) for any such taxes if such taxes are directly attributable to Solar Energy System, and MTD shall pay any real property taxes and assessments if such taxes are levied upon the Premises if the UCSD provides prompt notice of such taxes within 35 days after receipt of any tax assessment or tax bill.
- 14. Tax Credits. If under applicable law MTD is ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal government, then, at MTD's option, UCSD and MTD shall amend this Agreement or replace it with a different instrument so as to convert MTD's interest in the Premises to a substantially similar interest that makes MTD eligible for such tax credit, benefit or incentive.
- 15. **Dispute Resolution.** In the event a dispute arises regarding the interpretation of the provisions of this Agreement, or breach thereof, the parties shall make a good faith effort to resolve such dispute. If the parties are unable to resolve the dispute within twenty-eight (28) days from when written notice of such dispute was sent, then either party may submit the dispute to mediation. The selection of the mediator and the mediation process shall be governed by the rules of the Uniform Mediation Act, 710 ILCS 35/1, et seq. Each party shall bear its own costs, including half of the costs invoiced by the mediator.

## 16. Default and Remedies.

16.1 Event of Default. In the event of any alleged default or failure to perform any obligation under this Agreement, the non-defaulting Party shall give the alleged defaulting Party written notice thereof, which notice shall include the acts required to cure the same with reasonable specificity. The Party failing to make any monetary payment when due shall have twenty-one 21 days after such notice is received within which to cure such default. In the event of any other default, the defaulting Party shall have a period of thirty-five (35) days after such notice within which to cure such default, which period shall be extended to the extent reasonably necessary to complete such cure so long as the cure was commenced within twenty-one (21) days after such notice is given and thereafter prosecuted with due diligence.

- **16.2 Remedies.** UCSD shall have the right to recover its actual damages as a result of any default by MTD under this Agreement which is not cured within the applicable cure period. Any prohibited conduct under this Agreement may be enjoined and this Agreement shall be specifically enforceable. UCSD shall have such other remedies as may be available in law or equity in the event of MTD's default, including but not limited to termination of the Agreement.
- 17. Attorneys' Fees. The prevailing Party in any mediation, arbitration or litigation undertaken in connection with any default under this Agreement shall be entitled to be paid its reasonable costs and attorneys' fees incurred in connection therewith by the losing Party, including such costs and fees as may be incurred on appeal, in any probate or bankruptcy proceeding, and in any petition for review, and including costs and fees as are incurred in connection with adjudication of any issues that are particular to such types of proceedings.
- 18. Notices. All notices to a Party pursuant to this Agreement must be in writing and shall be sent by United States Mail (first-class, certified, return-receipt requested); personal delivery; an overnight courier service which keeps records of deliveries; or other commercially reasonable methods. For purposes of giving notice hereunder, the addresses of the Parties are as set forth below. A Party may change its address and/or fax number at any time by giving written notice of such change to the other Party in the manner provided herein. Notices sent by certified mail shall be deemed given on the date of mailing. Notices sent by personal delivery or courier service shall be deemed given on the date of delivery or refusal to accept delivery. Notices sent by fax shall be deemed given on the date of transmission as shown by the transmission record generated by the sending fax machine.

Notices addressed to:

UCSD Executive Director 1100 E. University Urbana, Illinois 61803 MTD Managing Director 1101 E. University Urbana, Illinois 61802

- 19. Interpretation. Each Party has reviewed this Agreement and has been given an opportunity to obtain the assistance of counsel, and any rule of construction holding that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement. The captions of this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this Agreement. A waiver of a breach of any of the provisions of this Agreement shall not be deemed to be a waiver of any succeeding breach of the same or any other provision of this Agreement. Any rule of construction under the laws of the State of Illinois to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of any of the provisions of this Agreement.
- **20. Force Majeure**. Except for monetary obligations in this Agreement, if performance of this Agreement or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of Force Majeure (defined below), the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of

such prevention, restriction or interference. The affected Party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance as soon as such causes are removed. "Force Majeure" means: extraordinary weather events, fire, earthquake, flood, tornado, pandemics or other acts of God and natural disasters; strikes or labor disputes; acts of terrorism, war, civil strife or other violence; any law, emergency or disaster order, proclamation, regulation, ordinance, action, demand or requirement of any government agency, technological impossibility or any other act or condition beyond the reasonable control of a Party.

- 21. Contingency of Agreement on Grant. It is understood by the Parties that the entire undertaking hereunder is contingent on the receipt by the MTD of sufficient funds by means of a state or federal grant to undertake the Project. While the Parties expect the funds to be made available for the project by such a grant, the Agreement may be terminated within 35 days after the MTD notifies the UCSD that funds cannot be reasonably anticipated under a grant to be made available to MTD for the Project.
- **22.** Condemnation. Should title or possession of all of the Premises be taken in condemnation proceedings by a government agency, governmental body or private party under the exercise of the right of eminent domain, or should a partial taking render the remaining portion of the Premises wholly unsuitable for MTD's use, then this Agreement shall terminate upon such vesting of title or taking of possession. All payments made on account of any taking by eminent domain shall be made to UCSD, except that MTD, at its sole discretion, shall be entitled seek a separate award for any damages allowable by law, including but not limited to: (i) the removal and relocation MTD's business, (iii) for the loss of goodwill, (iv) lost profits, (v) the loss and/or damage to any property that MTD elects or is required not to remove, and (vi) for the loss of use of the Premises by MTD and UCSD shall have no right, title or interest in or to any separate award made therefore. It is agreed that MTD shall have the right to participate in any settlement proceedings and that UCSD shall not enter into any binding settlement agreement without the prior written consent of MTD, which consent shall not be unreasonably withheld. In the event that any condemnation reduces the size of the Operating Area, the amounts payable shall adjust accordingly.
- 23. No Partnership. Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, partnership, joint venture, co- MTDs or any other association between UCSD and MTD, other than the relationship of UCSD and MTD.
- 24. Brokerage Commissions. UCSD and MTD warrant and represent to each other that there are no brokers' commissions, finders' fees or any other charges due to any broker, agent or other party in connection with the negotiation or execution of this Agreement, or on behalf of either of them. UCSD and MTD agree to defend, indemnify, and hold each other harmless against all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and other costs of defense) arising out of a breach of these representations.
- **25.** Controlling Law. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.
- **26. Entire Agreement**. This Agreement and the attached exhibits constitute the entire agreement between the Parties and shall supersede all other agreements, whether written or oral,

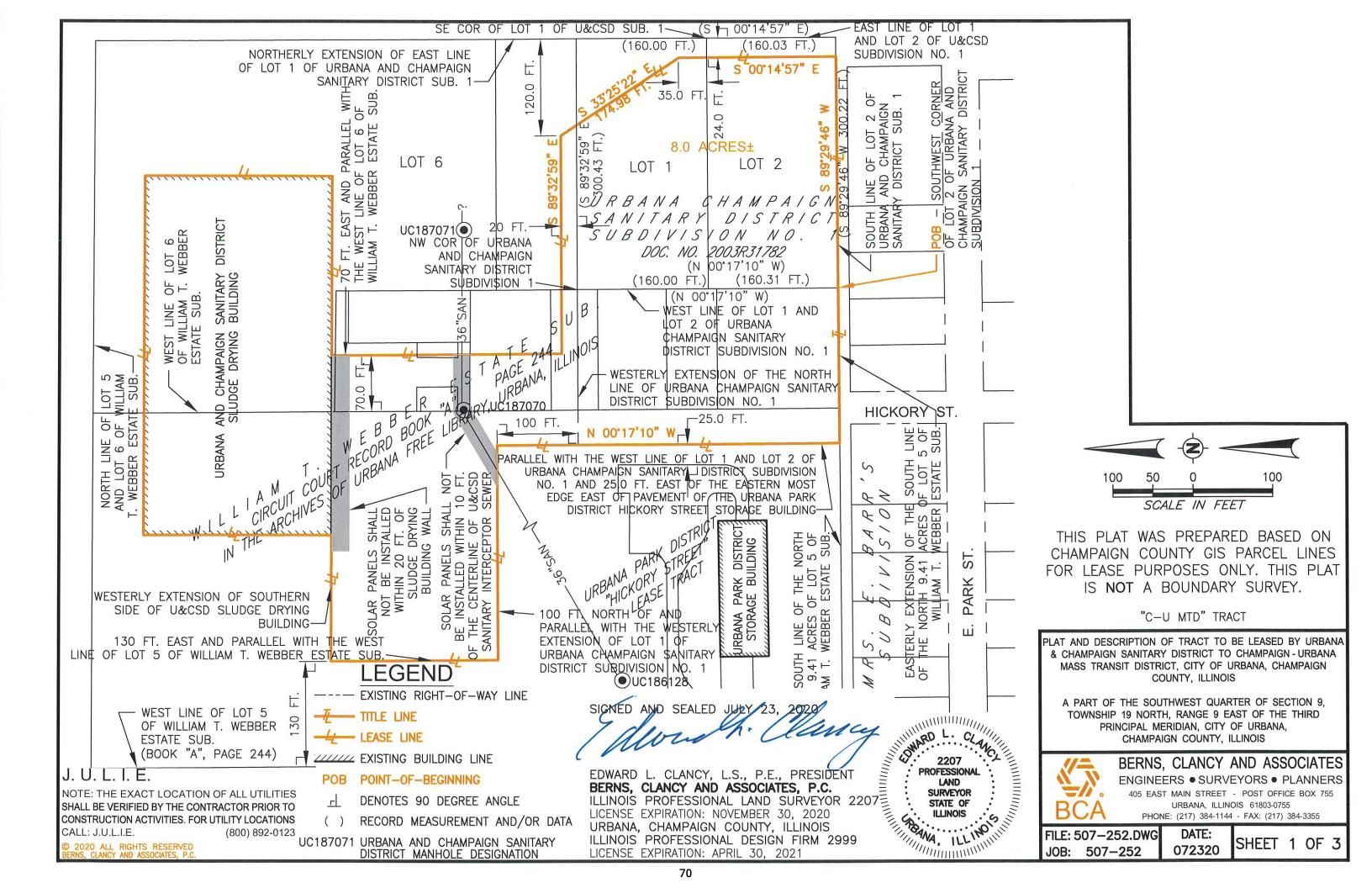
respecting the subject matter of this Agreement. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by an authorized representative of the Parties.

- **27. Severability**. In the event any provisions of this Agreement is held to be unenforceable by a court of competent jurisdiction, then such provision shall be deemed to be severed from the Agreement and the remainder of the Agreement will be deemed to continue in full force and effect.
- 28. No Ownership Interest: Waiver. UCSD acknowledges and agrees that UCSD will at no time have any ownership interest in or to all or any portion of the Improvements, the Project or the Solar Energy Facilities; and UCSD hereby waives and Agreements any and all lien rights arising hereunder or under applicable law or in equity with respect to the Project, the Improvements and the Solar Energy Facilities.
- **29. Waiver**. No waiver by either of the Parties of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach of the same or any other provision. A Party's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of such Party's consent to or approval of any subsequent act.
- **30. Execution in Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same contract. Facsimile, PDF, and other electronic signature shall be given the same legal effect as an original ink signature.

[Remainder of Page Left Intentionally Blank]

UCSD:	MTD:
URBANA & CAMPAIGN SANITARY DISTRICT	CHAMPAIGN-URBANA MASS TRANSIT DISTRICT
By: Executive Director	By: Managing Director
Date:	Date:
Date approved by UCSD Board	Date approved by MTD
Approved as to form UCSD Attorney	Approved as to Form MTD Attorney
Attorney	Attorney

# ATTACHMENT A PLAT AND LEGAL DESCRIPTION



#### SURVEYOR'S REPORT

I, EDWARD L. CLANCY, ILLINOIS PROFESSIONAL LAND SURVEYOR 2207 AND PRESIDENT OF BERNS, CLANCY AND ASSOCIATES, P.C., DO HEREBY STATE THAT AT THE REQUEST OF THE URBANA & CHAMPAIGN SANITARY DISTRICT, CHAMPAIGN COUNTY, ILLINOIS, I PREPARED THE FOLLOWING DESCRIPTION AND ACCOMPANYING PLAT LEASE AREA TO BE GRANTED TO CHAMPAIGN-URBANA MASS TRANSIT DISTRICT, CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS, SAID LEASE AREA BEING IN A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2 OF URBANA & CHAMPAIGN SANITARY DISTRICT SUBDIVISION NUMBER 1 PER DOCUMENT 2003R31782 IN THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER: THENCE WEST ALONG THE SOUTH LINE OF THE NORTH 9.41 ACRES OF LOT 5 OF WILLIAM T. WEBBER ESTATE SUBDIVISION PER CIRCUIT COURT RECORD BOOK "A" PAGE 244 IN THE ARCHIVES AT THE URBANA FREE LIBRARY, URBANA, ILLINOIS AND EASTERLY EXTENSION THEREOF TO A POINT ON A LINE PARALLEL WITH THE WEST LINE OF LOT 1 AND LOT 2 OF SAID URBANA & CHAMPAIGN SANITARY DISTRICT SUBDIVISION NUMBER 1 AND 25.0 FEET EAST OF THE EASTERNMOST CONCRETE PAVEMENT ON THE EASTERN SIDE OF THE URBANA PARK DISTRICT HICKORY STREET STORAGE BUILDING; THENCE NORTH 00 DEGREES 17 MINUTES 10 SECONDS WEST PARALLEL WITH THE WEST LINE OF LOT 1 AND LOT 2 OF SAID URBANA & CHAMPAIGN SANITARY DISTRICT SUBDIVISION NUMBER 1 AND 25.0 FEET EAST OF THE EASTERNMOST CONCRETE PAVEMENT ON THE EASTERN SIDE OF THE URBANA PARK DISTRICT HICKORY STREET STORAGE BUILDING TO A POINT 100 FEET NORTH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 1 OF SAID URBANA & CHAMPAIGN SANITARY DISTRICT SUBDIVISION NUMBER 1; THENCE WEST PARALLEL WITH AND 100 FEET NORTH OF THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 1 OF SAID URBANA & CHAMPAIGN SANITARY DISTRICT SUBDIVISION 1 TO A POINT 130 FEET EAST OF THE WEST LINE OF LOT 5 OF WILLIAM T. WEBBER ESTATE SUBDIVISION PER CIRCUIT COURT RECORD BOOK "A" PAGE 244 IN THE ARCHIVES AT THE URBANA FREE LIBRARY, URBANA, ILLINOIS; THENCE NORTH PARALLEL WITH AND 130 FEET EAST OF THE WEST LINE OF LOT 5 OF SAID WILLIAM T. WEBBER ESTATE SUBDIVISION TO THE WESTERLY EXTENSION OF THE SOUTHERN SIDE OF AN URBANA & CHAMPAIGN SANITARY DISTRICT SLUDGE DRYING BUILDING; THENCE EAST ALONG THE WESTERLY EXTENSION OF THE SOUTHERN SIDE OF SAID URBANA & CHAMPAIGN SANITARY DISTRICT SLUDGE DRYING BUILDING TO THE SOUTHWEST CORNER OF SAID URBANA & CHAMPAIGN SANITARY DISTRICT SLUDGE DRYING BUILDING: THENCE NORTH ALONG THE WESTERN SIDE OF SAID URBANA & CHAMPAIGN SANITARY DISTRICT SLUDGE DRYING BUILDING TO THE NORTHWEST CORNER OF SAID URBANA & CHAMPAIGN SANITARY DISTRICT SLUDGE DRYING BUILDING; THENCE EAST ALONG THE NORTHERN SIDE OF SAID URBANA & CHAMPAIGN SANITARY DISTRICT SLUDGE DRYING BUILDING TO THE NORTHEAST CORNER OF SAID URBANA & CHAMPAIGN SANITARY DISTRICT SLUDGE DRYING BUILDING: THENCE SOUTH ALONG THE EASTERN SIDE OF SAID URBANA & CHAMPAIGN SANITARY DISTRICT SLUDGE DRYING BUILDING TO THE SOUTHEAST CORNER OF SAID URBANA & CHAMPAIGN SANITARY DISTRICT SLUDGE DRYING BUILDING:

#### "CHAMPAIGN-URBANA MASS TRANSIT DISTRICT" TRACT

PLAT AND DESCRIPTION OF TRACT TO BE LEASED BY URBANA & CHAMPAIGN SANITARY DISTRICT TO CHAMPAIGN-URBANA MASS TRANSIT DISTRICT, CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS

A PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS



BERNS, CLANCY AND ASSOCIATES, P.C. ENGINEERS • SURVEYORS • PLANNERS

405 EAST MAIN STREET POST OFFICE BOX 755 URBANA, IL 61803-0755

PHONE: 217-384-1144 FAX: 217-384-3355

DATE SCALE 072320 ---

SHEET 2 OF 3 JOB 507-252 THENCE WEST ALONG THE SOUTHERN SIDE OF SAID URBANA & CHAMPAIGN SANITARY DISTRICT SLUDGE DRYING BUILDING TO A POINT 70.00 FEET EAST OF THE WEST LINE OF LOT 6 OF SAID WILLIAM T. WEBBER ESTATE SUBDIVISION: THENCE SOUTH PARALLEL WITH AND 70 FEET EAST OF THE WEST LINE OF LOT 6 OF SAID WILLIAM T. WEBBER ESTATE SUBDIVISION TO A POINT 20.00 FEET NORTH OF THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 1 OF SAID URBANA & CHAMPAIGN SANITARY DISTRICT SUBDIVISION NUMBER 1: THENCE SOUTH 89 DEGREES 32 MINUTES 59 SECONDS EAST PARALLEL WITH AND 20 FEET NORTH OF THE NORTH LINE OF LOT 1 OF SAID URBANA & CHAMPAIGN SANITARY DISTRICT SUBDIVISION NUMBER 1 AND WESTERLY EXTENSION THEREOF TO A POINT 120.00 FEET WEST OF THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 1 OF SAID URBANA & CHAMPAIGN SANITARY DISTRICT SUBDIVISION NUMBER 1: THENCE SOUTH 33 DEGREES 25 MINUTES 22 SECONDS EAST TO A POINT 35.00 FEET NORTH AND 24.00 FEET WEST OF THE SOUTHEAST CORNER OF LOT 1 OF SAID URBANA & CHAMPAIGN SANITARY DISTRICT SUBDIVISION NUMBER 1: THENCE SOUTH 00 DEGREES 14 MINUTES 57 SECONDS EAST PARALLEL WITH AND 24.0 FEET WEST OF THE EAST LINE OF LOT 1 AND LOT 2 OF SAID URBANA & CHAMPAIGN SANITARY DISTRICT SUBDIVISION NUMBER 1 TO THE SOUTH LINE OF LOT 2 OF SAID URBANA & CHAMPAIGN SANITARY DISTRICT SUBDIVISION NUMBER 1: THENCE SOUTH 89 DEGREES 29 MINUTES 46 SECONDS WEST ALONG THE SOUTH LINE OF LOT 2 OF SAID URBANA & CHAMPAIGN SANITARY DISTRICT SUBDIVISION NUMBER 1 TO THE POINT OF BEGINNING, ENCOMPASSING 8.0 ACRES MORE OR LESS, SITUATED IN THE CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS.



SIGNED AND SEALED JULY 23, 2020

EDWARD L. CLANCY, P.E., L.S., PRESIDENT ILLINOIS PROFESSIONAL LAND SURVEYOR 2207 URBANA, CHAMPAIGN COUNTY, ILLINOIS

DATE OF LICENSE EXPIRATION: NOVEMBER 30, 2020 J:\0507\-252\507-252 SR.doc

#### "CHAMPAIGN-URBANA MASS TRANSIT" TRACT

PLAT AND DESCRIPTION OF TRACT TO BE LEASED BY URBANA & CHAMPAIGN SANITARY DISTRICT TO CHAMPAIGN-URBANA MASS TRANSIT DISTRICT, CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS

A PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, URBANA, CITY OF CHAMPAIGN COUNTY, ILLINOIS

DATE 072320

SCALE

SHEET 3 OF 3

JOB 507-252



BERNS, CLANCY AND ASSOCIATES, P.C. **ENGINEERS • SURVEYORS • PLANNERS** 

> **405 EAST MAIN STREET** POST OFFICE BOX 755 URBANA, IL 61803-0755

PHONE: 217-384-1144 FAX: 217-384-3355

### ATTACHMENT B INSURANCE REQUIREMENTS

- A. Worker's Compensation and Employer's Liability with limits not less than:
  - a. Worker's Compensation: Statutory;
  - b. Employer's Liability: \$1,000,000 injury-per occurrence
  - c. To include bodily injury or disease. Such insurance shall evidence that coverage applies in the State of Illinois.
- B. <u>Comprehensive Motor Vehicle Liability</u> with limits for vehicles owned, non-owned or rented not less than:
  - a. Automotive Liability Combined Single Limit: \$1,000,000 per accident
- C. <u>Commercial General Liability</u> with coverage written on an "occurrence" as is and with limits no less than:
  - a. Each Occurrence: \$2,000,000, to include Insurance Services Office (ISO) Form CG 00-01
  - b. General Aggregate: \$2,000,000
  - c. Coverage to include products and completed operations property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- D. <u>Professional Liability</u> (if Design/Build) with coverage written on an "occurrence" as is and with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- E. <u>Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions</u> (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.
- F. Coverage's shall include:
  - a. Premises/Operations
  - b. Independent Contractors
  - c. Personal Injury (with Employment Exclusion deleted)
  - d. Broad Form Property Damage Endorsement
  - e. Blanket Contractual Liability (must expressly cover the indemnity provisions of this Contract)

G. <u>Umbrella Policy.</u> The required coverage's may be in any combination of primary, excess and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss. This policy should apply to the Commercial General Liability and Motor Vehicle Coverage. Minimum amount \$5,000,000 per occurrence or claim, which may be adjusted dependent on the scope and scale of the project.

#### **H. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- b. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Contractor shall procure and maintain for the duration of the contract, and for 2 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.
- c. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the District.
- d. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the District.
- e. <u>Waiver of Subrogation</u>: Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by the Contractor, its employees, agents and subcontractors.

- f. Verification of Coverage: Contractor shall furnish the District with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to District before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.
- g. <u>Subcontractors</u>: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that District is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

# ATTACHMENT C EXCEPTIONS TO TITLE – ENCUMBRANCES

[to be attached by UCSD]

# ATTACHMENT D EXAMPLE OF MIDWEST WHOLESALE ELECTRIC MARKET PRICING DATA

# Ameren Illinois Company d/b/a Ameren Illinois 10th Informational Sheet Supplemental to Sheet Nos. 61 - 61.007 of Ill. C. C. No. 1 - Electric Services Rider QF - Qualifying Facilities Canceling 9th Informational Sheet Fixed Compensation to be paid on and after August 15, 2020

		Deliver	y Voltage	
	Secondary	<u>Primary</u>	High Voltage	100 kV & above
	(¢/kWh)	(¢/kWh)	(¢/kWh)	(¢/kWh)
Energy Component:				
Summer:				
On-Peak	3.190	3.110	3.070	3.020
Off-Peak	2.200	2.140	2.110	2.080
Non-summer;				
On-Peak	3.105	3.030	2.990	2.940
Off-Peak	2.560	2.490	2.460	2.420
Estimated Market Settlement Charge:				
Summer and Non-summer:				
On-Peak	0.005	0.005	0.005	0.005
Off-Peak	0.001	0.001	0.001	0,001
Non-summer:				
On-Peak	0.005	0.005	0.005	0.005
Off-Peak	0.001	0.001	0.001	0.001
Fixed Price Compensation:**				
Summer:				
On-Peak	3.185	3.105	3.065	3.015
Off-Pesk	2.199	2.139	2.109	2.079
Non-summer;				
On-Peak	3.100	3.025	2.985	2.935
Off-Peak	2.559	2.489	2.459	2.419

<sup>\*</sup>Charge applicable to both fixed and hourly price compensated customers.

<sup>\*\*</sup> Values net of estimated market settlement charges



To: Board of Trustees

From: Jane Sullivan, Grants & Governmental Affairs Director

Date: October 28, 2020

Subject: ROW License Agreement with City of Urbana

- **A.** Introduction The solar array that MTD is planning to install at the Urbana & Champaign Sanitary District (UCSD) Northeast Plant will be directly connected to MTD's hydrogen station.
- **B.** Recommended Action Staff recommends approval to enter into Right-of-Way License Agreement with the City of Urbana.

#### C. Previous Action:

- On April 29, 2020, the Board of Trustees passed Resolution 2020-1 authorizing the filing of state grant applications, including an application for funding for the solar array project.
- On April 29, 2020, the Board of Trustees approved the contract with Dewberry for full design and engineering of the solar array project.
- On January 29, 2020, the Board of Trustees approved the contract with Dewberry for preliminary engineering of the solar array project.
- D. Background MTD's solar project requires use of City of Urbana right-of-way in order to run conduit along Hickory Street from UCSD property south to University Ave. (see Exhibit A of ROW agreement). Upon MTD Board approval, the agreement will be presented to City Council. This will likely be at their November 2, 2020 meeting.
- **E.** Summary The following costs to MTD are associated with this agreement:
  - 1) Annual fee of \$967.20 paid to the City of Urbana (adjusted annually by Consumer Price Index). This is based on the City's standard fee of \$2.08 per lineal foot of utility line.
  - 2) One-time fee of \$54.00 for the City to have the agreement recorded.
- **F.** Alternatives advantages/disadvantages: Authorizing the Managing Director to execute the ROW Agreement allows the project to be completed as planned. Without the ROW agreement, a direct connection between MTD's Solar Array and Hydrogen Station would not be possible or a less direct route on UCSD's private drive would be required.
- **G. Budget & Staffing Impacts**: The associated fees will be paid with 65% state funds from our Downstate Operating Assistance Program grant and 35% local funds.

#### This instrument was prepared by:

Curt Borman Assistant City Attorney City of Urbana Legal Division 400 S. Vine Street Urbana, IL 61801

#### Mail recorded document to:

Public Works Director City of Urbana 706 S. Glover Avenue Urbana, Illinois 61802

City of Urbana - Champaign County

#### **RIGHT-OF-WAY LICENSE AGREEMENT**

Champaign-Urbana Mass Transit District 1101 E. University Avenue Urbana, Illinois 61802-2009

#### RIGHT-OF-WAY LICENSE AGREEMENT

This agreement is made between the Champaign-Urbana Mass Transit District, a local mass transit district created under the authority of the Local Mass Transit District Act (70 ILCS 3610/1 *et seq.*) ("MTD"), and the City of Urbana, an Illinois municipal corporation ("City"), each a "party" and together the "parties," and is effective on the last date signed by a party hereto. The parties agree as follows:

- 1. **Grant of license**. The City hereby grants and the MTD hereby accepts a nonexclusive, nontransferable, nonassignable, and revocable license to construct, maintain, operate, repair, reconstruct, remove, and inspect a facility ("Facility") consisting of one directionally bored four-inch HDPE conduit with three 15kv rated 12.5kv cable, suitable handholes, and belowground pedestals, as described in Exhibit A and shown in Exhibit B, within the public right-of-way ("Licensed Property") designated in Exhibit C.
  - A. The license gives the MTD permission to use the Licensed Property for the limited purposes and term stated in this agreement. The license is not a warranty of title and does not convey any right, title, or interest in the Licensed Property.
  - B. The license is subject to the rights of any public utility or other person or entity currently having rights, licenses, franchises, or easements in and about the Licensed Property.
  - C. The MTD shall fully and faithfully perform and comply with all terms, conditions, and covenants contained in this agreement. If the MTD fails to perform or comply with any term, condition, or covenant in this agreement, the City may revoke the license after giving the MTD a period in which to cure such failure as set forth in this agreement.
  - D. The MTD shall not transfer or assign the license.
  - E. The license is nonexclusive and at all times subordinate to the City's and the public's use of the Licensed Property for purposes normally associated with a public right-of-way. Accordingly, if necessary to accommodate repair, maintenance, or construction of City utilities or improvements to the Licensed Property, the MTD shall, at its sole cost, relocate or remove all or any portion of the Facility not more than 90 days after the City's Public Works Director ("Director") directs such relocation or removal in writing.
  - F. The MTD shall use its best efforts to maintain contractors on any work project involving the Facility and to work toward its timely completion, barring inclement weather or other situations beyond the MTD's control.
- 2. **Term; termination**. The initial term of this agreement is 20 years from the effective date. Upon expiration of this initial term or any renewal term, this agreement automatical-

ly renews for a subsequent term of five years, unless, no fewer than 90 days before the scheduled expiration of the current term, either party provides written notice to the other party of the intent not to renew. The parties may terminate this agreement at any time by mutual written consent. Either party may terminate this agreement for cause by giving written notice to the other party at least 45 days before the proposed termination. Such party shall specify the reason or reasons for such termination in the written notice and shall specifically state that such termination will become effective on a date at least 45 days after the date thereof if the other party does not completely cure the reason or reasons for such notice of termination.

- 3. **Fee.** On the effective date of this agreement and each anniversary of such date thereafter, the MTD shall pay to the City, in advance and without demand, an annual fee of \$967.20 as compensation for the license granted under this agreement. The MTD shall pay to the City the annual fee and all other charges required to be paid under this agreement by cash, valid check, or money order at City of Urbana Accounting, 400 S. Vine Street, Urbana, Illinois 61801. The City may adjust the amount set for compensation on January 1 of each year, beginning in 2022, in accordance with the Consumer Price Index (CPI-U) published by the United States Department of Labor, Chicago area, all items for all urban consumers, or other generally recognized index which succeeds the Consumer Price Index.
- 4. **Installation**. The MTD warrants that installation of the Facility will be done and completed in a good and competent manner, in accordance with all requirements of law, and at no expense to the City.
- 5. **Plan submission**. Upon completion of construction of the Facility, or each segment thereof, the MTD shall provide as-built plans to the City in an electronic format compatible with the City's Geographic Information System.
- 6. **Maintenance**. The MTD shall maintain the Facility in good and safe condition and in a manner that complies with all applicable laws.
- 7. **Repair**. After doing any work, the MTD at its sole cost and expense shall promptly repair and restore to the extent practicable any right-of-way disturbed by the MTD, including without limitation all sidewalks, parkways, or pavements, to their original condition or better in accordance with the specifications of the City.
  - A. If any such sidewalk, parkway, or pavement becomes uneven, unsettled, or otherwise requires repairing, because of such disturbance by the MTD, the MTD, as soon as climatic conditions reasonably permit, shall promptly, and in no more than 15 days from receipt of notice from the City to do so, cause such sidewalk, parkway, or pavement to be repaired or restored. The MTD shall complete such restoration no more than 10 days after the date of commencement of such restoration work. If the MTD fails to commence and complete the restoration work in the manner and within the times prescribed in this section, the City may perform such work, and the MTD shall pay any costs and expenses the City incurs upon written demand by the City.

- B. If such right-of-way or improvement cannot be so repaired, replaced, or restored, the MTD shall compensate the City for the cost or reasonable value of such improvements in an amount estimated by an independent architect, engineer, or contractor mutually agreed upon by the parties.
- C. Within a reasonable time after completion of any excavations in lawns or grassy parkways, the MTD shall backfill, tamp, and restore with seed or mulch all disturbed areas to at least as good a condition as existing immediately preceding the excavation.
- D. At the discretion of the Director, the MTD shall repair or replace any shrubs, bushes, or trees existing within the Licensed Property that are disturbed by reason of the construction, maintenance, or repair of the Facility.
- E. The MTD shall promptly repair and restore at its sole cost all damage it causes to any other utility, including but not limited to storm and sanitary sewers and their services, street lighting, traffic signals, field tiles or facilities from any other utility company.
- F. The provisions in this section 7 will survive the termination of this agreement.

#### 8. Removal.

- A. The City may remove and dispose of the Facility, or any portion thereof, upon occurrence of any of the following:
  - (1) an emergency that presents imminent peril to person or property;
  - (2) the MTD's non-compliance with any term, provision, or covenant that is not cured within the time provided for in this agreement following notice of such non-compliance tendered to the MTD;
  - (3) the Director or other responsible City official, in good faith, deems the procedure in section 7 impracticable under the circumstances present;
  - (4) termination of this agreement for any reason;
  - (5) the MTD's abandonment of the Facility in accordance with the provisions in section 9 of this agreement; or
  - (6) expiration of this agreement in the absence of any renewal thereof.
- B. The MTD shall bear all costs and expenses incurred in the removal and disposal of the Facility and the restoration of the Licensed Property.

- C. If the MTD fails in any way to make timely payment to the City for such costs and expenses, the MTD shall pay, in addition to any amount so owed, the City's reasonable attorneys' fees and court costs incurred in the collection of such amount.
- D. The provisions in this section 8 will survive the termination of this agreement.
- 9. **Lapse and termination**. The license granted in this agreement is limited to the construction, maintenance, operation, repair, reconstruction, removal, and inspection of the Facility. Any additional use other than that specifically named in this agreement, without the further express written consent of the City, is a violation of this agreement. Upon cessation of such use, as determined by the Director, this agreement immediately and automatically will lapse and terminate. If the Director believes the MTD is no longer using the Facility or that it otherwise has been abandoned, he or she shall notify the MTD in writing that the City is asserting its right to declare this agreement lapsed and terminated. Such notice will state that the MTD has 30 days to reassert its rights under this agreement and demonstrate that it has not in fact abandoned the license granted by this agreement. If the MTD demonstrates within the 30-day period that it has not abandoned the Facility, this agreement will remain in force and effect according to its terms. If the MTD does not demonstrate within the 30-day period that it has not abandoned the Facility, this agreement will be deemed lapsed, terminated, and no longer in effect.
- 10. **Indemnification**. The MTD shall indemnify and defend the City, its officers, employees, and agents against all claims, liability, or damage, including without limitation reasonable attorneys' fees and costs, arising from or in any way related to the MTD's construction, maintenance, operation, repair, reconstruction, removal, or inspection of the Facility, except to the extent caused by the gross negligence or willful misconduct of the City, its officers, employees, or agents. This section will survive the termination of this agreement.
- 11. **Entire agreement; amendment**. This agreement, together with its attachments, constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them pertaining to the matter of this agreement, and may not be amended except by a writing signed by both parties and recorded in the Office of the Champaign County Recorder of Deeds.
- 12. **Notices**. The parties shall give all notices required or permitted by this agreement in writing. All notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier service (e.g., FedEx or UPS). A notice delivered by email will be deemed given when the recipient acknowledges having received the email by an email sent to the sender's email address, as stated in this section, or by a notice delivered by another method in accordance with this section. An automatic "read receipt" will not constitute acknowledgment of an email for purposes of this section. Each party's address is stated below and may be changed to such other address as the party may hereafter designate by notice.

MTD
Kirk Kirkland
Facilities Director
Champaign-Urbana Mass Transit District
1101 E. University Avenue
Urbana, Illinois 61802-2009
kkirkland@mtd.org

City of Urbana
Public Works Director
City of Urbana
706 S. Glover Avenue
Urbana, Illinois 61802-4427
cjmitten@urbanaillinois.us

- 13. **Non-waiver**. Either party's failure to enforce any provision of this agreement will not be deemed a waiver of future enforcement of that or any other provision. A waiver of any provision of this agreement is valid only if in writing and signed by the parties.
- 14. **Severability**. The parties intend this agreement to be enforced to the fullest extent as allowed by law. If any provision of this agreement is found to be unenforceable by any court or agency of competent jurisdiction, the remaining provisions will remain in full force and effect.

#### 15. Compliance with governmental requirements.

#### A. Right-of-way permit.

- (1) Except in an emergency as provided in this agreement, the MTD shall obtain a right-of-way permit from the City before constructing, installing, extending, removing, or otherwise changing the Facility. The permit will indicate the time, manner, and place of the work to be performed. The MTD shall comply with all conditions of any permits issued to it.
- (2) Along with each application for a permit, the MTD shall provide the following:
  - (a) prints, plans and maps showing the proposed location and design of the Facility to be constructed, including the location of each conduit to be entered, and the number and placement of handholes or other openings to gain access to that conduit; and
  - (b) the appropriate surety bond, insurance certificate, and permit fees required by the Urbana City Code.
- (3) In an emergency that the MTD believes poses a threat of immediate harm to the public or to any of the MTD's facilities, the MTD may access the public way to mitigate the threatened harm without the benefit of a permit. In this case, the MTD shall advise the City of the emergency at the earliest reasonable opportunity and seek a proper permit within a reasonable period of time thereafter and in the manner as stated in this agreement.

- B. **Applicable law**. The MTD shall comply with all applicable laws, ordinances, regulations, and requirements of federal, state, county, and local regulatory authorities, including without limitation the applicable provisions of the Urbana City Code regarding rights-of-way and their uses, all of which as may be amended from time to time.
- 16. **No presumption**. Each party hereto acknowledges that this agreement is the product of good faith negotiations by and between the parties hereto and, as such, neither party may seek to have this agreement strictly construed against the other party as drafter of this agreement.
- 17. **Due authorization**. Each party represents to the other that the person or persons signing this agreement on behalf of the party is or are authorized and empowered to enter into this agreement by and on behalf of such party and that this agreement is a legal, valid, and binding obligation of such party, enforceable against the other in accordance with its terms.
- 18. **Recording**. The City will record this agreement in the Office of the Champaign County Recorder of Deeds at the MTD's expense.
- 19. **Counterparts**. The parties may sign this agreement in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures delivered by email in Adobe Portable Document Format (PDF) or by facsimile will be deemed original signatures for all purposes.

[Signature page follows]

The parties are signing this agreement on the dates indicated below their signatures.

Champaign-Ur	bana Mass T	ransit District	City	of Urbana, Illinois	
	g Director	, 2020	Ву:	Diane Wolfe Marlin Mayor Date:	, 2020
Attest:				Attest:	
Jack Waa Secretary				Phyllis D. Clark City Clerk Ordinance No. 2020-	
Attachments:		Path Description Segment Map (2 p Licensed Property	pages)		

#### Path Description – Exhibit A

#### Path A-1:

Path A-1 includes (1) Directionally bored 4" HDPE Conduit with (3) 15kv rated, 12.5kv cable for the interconnect of a PV field being installed by U/C MTD to their new proposed Hydrogen Production Facility for their busses on their property. The electrical is proposed to be provided parallel and along the east side of North Hickory Street, starting at the north right-of-way of the public alley north of East Park Street at coordinates 40.117691, -88.197326 and terminating at the northerly right-of-way of East University Avenue at coordinates 40.116452, -88.197302.

This path also includes suitable underground manholes as needed to meet reasonable customer and system management needs in the least intrusive manner feasible. Depths for this underground electric line will be minimum depth or greater below finish grade. Aboveground structures are not allowed under this license agreement.



### Legend

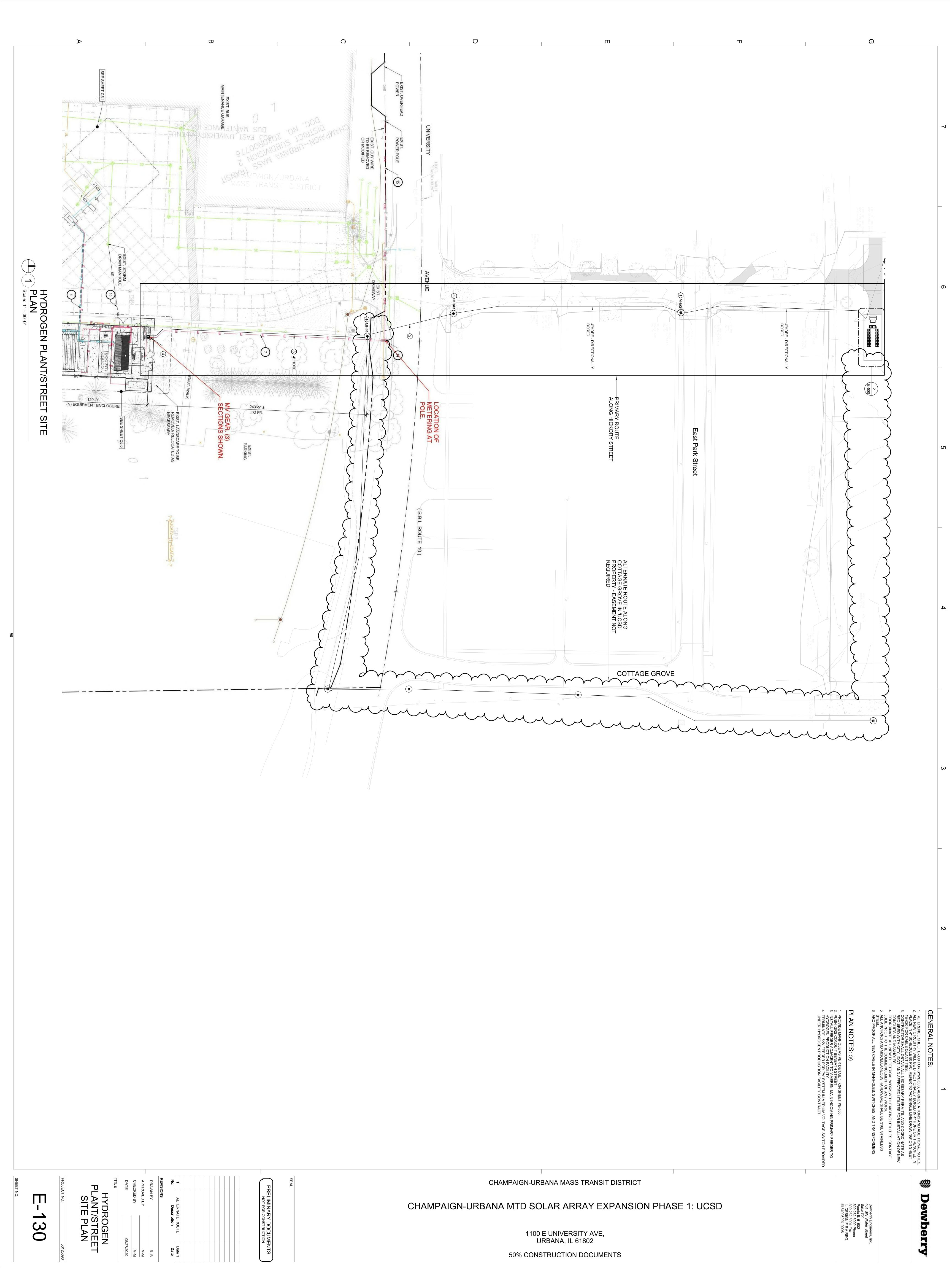
C-U MTD Solar Array Expansion Proposed U/G Electric Right of Way

# C-U MTD Solar Array Expansion Phase 1 ion Exhibit "B" - Segment Map

Exhibit "B" - Segment Map License Agreement

1 inch = 100 feet





#### LICENSED PROPERTY – EXHIBIT C

Hickory Street from the alley north of E. Park Street to East University Avenue



To: Board of Trustees

From: Jane Sullivan, Grants & Governmental Affairs Director

Date: October 28, 2020

Subject: Hydrogen Station Fence

**A. Introduction** – The District is in the process of designing a hydrogen production station to fuel zero-emission fuel cell electric buses (FCEB).

**B.** Recommended Action – Approve the change order to the District's contract with Trillium in the amount of \$482,562.95 (not to exceed) for the hydrogen station fence.

#### C. Previous Action:

- On July 29, 2020, the Board of Trustees approved the expense of \$50,000 to run the power underground to prevent removal of trees.
- On August 28, 2019, the Board of Trustees approved contract award to Trillium in the amount of \$7,918,092 for the hydrogen fueling station design and construction.
- D. Background The District is utilizing state and federal funding to build a hydrogen station that has the capability to fuel up to 12 FCEBs in the initial phase. We expect to expand our fleet to a total of 12 FCEBs within the next three to five years. We could expand beyond 12 FCEBs as early as 2025, at which time we will need to increase the size of the hydrogen station into the expansion space.

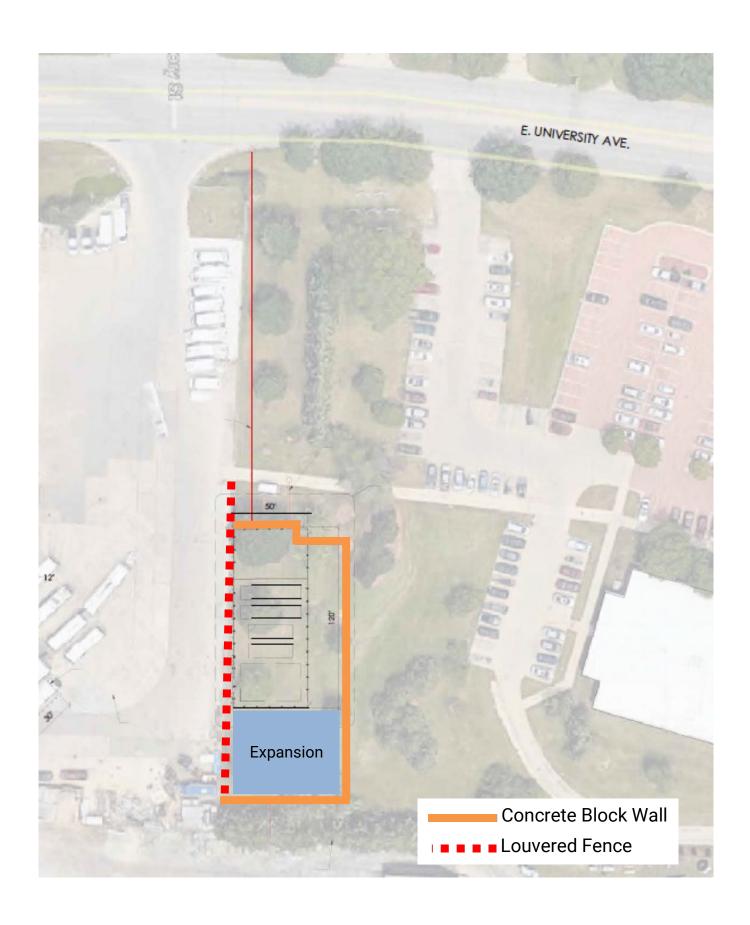
MTD's hydrogen station requires about 570 feet of fencing for the full perimeter of the station and expansion area footprint. Installing the fence around the whole station area footprint, including the expansion area, will be cost effective in the long term. An additional 16 feet of north/south louver fence is included to bring the new fence to an appropriate stopping point at the edge of the sidewalk. Without this extension, there would be a gap in fencing between MTD's two properties.

**E. Summary** – Two types of barriers have been chosen: a louvered fence on the west side and a concrete block (CMU) wall on the other three sides. The material types were chosen to maximize security and appearance and to minimize noise. With equipment such as compressors and the chiller running at all hours, the concrete block wall will serve as a sound barrier. The louvered fence is custom fabricated, made of steel and aluminum. Installing the louvered fence on the west side saves cost and allows for greater flexibility and access while maintaining the station's appearance.

Appearance is important since the station will be visible from the surrounding area and University Avenue. Staff intends to share our hydrogen station with visitors both locally and around the world for educational purposes. We take great pride in the District's state-of-the-art hydrogen station and its ability to provide completely zero emission transit vehicles to our community. It is important for the station to look as clean and world-class in appearance as it is in function.

#### F. Alternatives – advantages/disadvantages:

- 1) This change order provides a concrete block wall and louvered fence for the hydrogen station.
- 2) A chain link fence would not provide the same level of visual, sound, and security features.
- **G.** Budget & Staffing Impacts: The cost of the fence will be covered with 100% federal funds.





Change Request - COST BREAKDOWN

To: Jane Sullivan

Champaign - Urbana Mass Transit District

E. University Ave Urbana, Illinois 61802 217-384-8188 From: Erika Pham

Trillium - A Love's company 2929 Allen Parkway Suite 4100

Houston, TX 77019 713-332-5785

**Change Request Number: 002** 

Station: Champaign Urbana - MTD H2 Station

Date: October 19, 2020

**Description: CMU Wall and Louver Fence** 

ENGINEERING/DESIGN/PROJECT MANAGEMENT					
Description	Units		Hourly Rate		Total
Trillium - PM/CPM/Compliance/Eng/Procurement	1	\$	14,049.00	\$	14,049.00
	Trillium - Sul	otot	al Wage Rate Cost	\$	14,049.00
			15% OH&P	\$	2,107.35
			Sales Tax (8.50%)		N/A
			TOTAL ENG COST	\$	16,156.35

MATERIALS/EQUIPMENT					
Description	Units		Cost		Total
10' High Palm Louver Fence (277')	1	\$	108,437.26	\$	108,437.26
10' High CMU Wall (340') Wheat and Brown Smooth	1	\$	191,525.00	\$	191,525.00
Subtotal Equipment Cost		\$	299,962.26		
			15% OH&P	\$	44,994.34
		ς	ales Tay (8 50%)		N/A

CONSTRUCTION				
Subcontractor	Description	Total		
TBD	Civli Construction Labor Palm Louver Fence	\$ 45,500.00		
TBD	Civil Construction Labor CMU Wall/Footings	\$ 89,500.00		

 Subtotal Construction Cost
 \$
 135,000.00

 15% OH&P
 \$
 20,250.00

 Sales Tax (8.50%)
 N/A

 TOTAL CONSTRUCTION COST
 \$
 155,250.00

344,956.60

TOTAL EQUIPMENT COST \$

	SUMMARY		
Engineering and Management	\$	16,156.35	
Equipment	\$	344,956.60	
Construction	\$	155,250.00	
Credit for Original Chain Link Budget	\$	(33,800.00)	
CHANGE REQUEST TOTAL	\$	482,562.95	
Total OH&P	\$	67,351.69	

<sup>~340</sup>ft of CMU, include for CMU wall on the property line

Engineering and Project Management is included

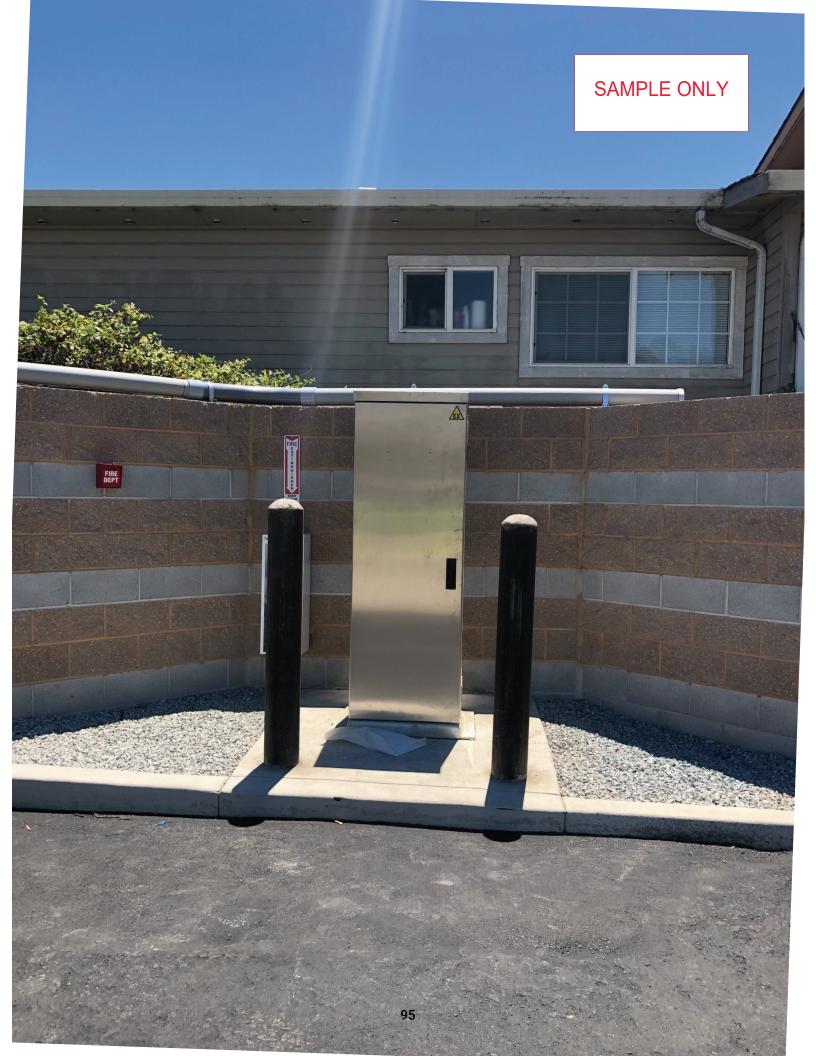
Assumes Prevailing Wage

**Excludes Taxes** 

Costs for Fiedler Drawings and Design are excluded as they were incorporated in CO 001

Original chain link fence perimeter 340 linear feet (50'x120' area) includes materials and installation ~\$33,800

<sup>~277</sup>ft of Louver Fence from Palm Shield







To: Board of Trustees

From: Michelle Wright, CPA

**Finance Director** 

**Date:** October 28, 2020

Subject: Insured Cash Sweep

A. Introduction: The District currently has around \$ 27M on deposit at Busey Bank after receiving the FY21 Q1 DOAP / debt service requisition of \$10,475,225 on 10/9/20. The average balance in September for all Busey accounts combined was around \$ 16M.

- B. Recommended Action: Staff recommends utilizing Insured Cash Sweep (ICS), a cash management network, as recommended by Busey Bank, to place funds into accounts at other FDIC-insured institutions which are members of the ICS network. The primary banking relationship would remain with Busey Bank. Funds would be monitored online and would be accessible within one business day. The funds at each member institution would not exceed the \$ 250,000 FDIC limit.
- C. Background: MTD's Board of Trustees approved an Investment Policy on April 26, 2006, which states:

"Investments objectives shall be as follows in order of preference.

- A. Liquidity
- B. Preservation of Funds
- C. Income"

The loss of fares and uncertainty about state funding along with dismal interest rates during the pandemic require the District to focus on liquidity and preservation of funds at this time rather than pursue other investment alternatives.

- D. Alternatives advantages/disadvantages:
  - Adopting ICS would provide FDIC insurance for all funds while maintaining the primary relationship with Busey Bank. Collateral-tracking requirements would be reduced.
  - No known disadvantage to MTD to maintaining the current arrangement with Busey Bank



## Safety. Return. Freedom.

#### Access Multi-Million-Dollar FDIC Insurance on Public Funds

Through ICS®, the Insured Cash Sweep® service, your public unit can access multi-million-dollar FDIC insurance on funds placed into demand deposit accounts and/or money market deposit accounts.



#### What is ICS?

Through ICS, you can:

#### Enjoy peace of mind

ICS funds are eligible for multi-million-dollar FDIC insurance that's backed by the full faith and credit of the United States government.

#### Earn interest

Put excess cash balances to work in demand accounts, money market deposit accounts, or both.

#### Save time

By providing access to FDIC insurance through a single bank relationship, ICS can help your public unit comply with investment policy mandates. And with access to FDIC insurance, you can reduce any ongoing collateral-tracking requirements. This means you can spend more time accomplishing your public unit's goals.

#### Access funds

Enjoy unlimited program withdrawals using the ICS demand option or up to six program withdrawals per month using the ICS savings option.

#### Support your community

Feel good knowing that the full amount of your funds placed through ICS can stay local to support lending opportunities that build a stronger community.

Simply put, with ICS, you can have it all.

#### How does ICS work?

Work directly with just us – an institution you already know and trust – to access coverage from many (while receiving just one regular statement per service option), and know that your confidential information remains protected.



- [1] If you choose both the savings and demand options, you will need to have a separate transaction account for each.
- [2] Deposits are sent to demand deposit accounts using the demand option and to money market deposit accounts using the savings option. The standard FDIC insurance maximum is \$250,000 per insured capacity, per bank.

Busey	BANK	8
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Contact us	today:		

[Name of Bank], Member FDIC.

Contact us today

### **Using ICS® for Public Funds**

#### in the State of Illinois

#### **Illinois Compiled Statutes**

30 ILCS 235/6.5 Federally insured deposits at Illinois financial institutions.

- (a) Notwithstanding any other provision of this Act or any other statute, whenever a public agency invests public funds in an interest-bearing savings account, demand deposit account, interest-bearing certificate of deposit, or interest-bearing time deposit under Section 2 of this Act, the provisions of Section 6 of this Act and any other statutory requirements pertaining to the eligibility of a bank to receive or hold public deposits or to the pledging of collateral by a bank to secure public deposits do not apply to any bank receiving or holding all or part of the invested public funds if (i) the public agency initiates the investment at or through a bank located in Illinois and (ii) the invested public funds are at all times fully insured by an agency or instrumentality of the federal government.
  - (b) Nothing in this Section is intended to:
    - (1) prohibit a public agency from requiring the bank at or through which the investment of public funds is initiated to provide the public agency with the information otherwise required by subsections (a), (b), or (c) of Section 6 of this Act as a condition of investing the public funds at or through that bank; or
    - (2) permit a bank to receive or hold public deposits if that bank is prohibited from doing so by any rule, sanction, or order issued by a regulatory agency or by a court.
  - (c) For purposes of this Section, the term "bank" includes any person doing a banking business whether subject to the laws of this or any other jurisdiction.





### **Getting Started Using ICS**

# Congratulations on your decision to place funds with the ICS®, or Insured Cash Sweep®, service!

Now you can take advantage of its many benefits and:

- Earn returns; you can put your excess cash balances to work in demand deposit accounts.
- Maintain liquidity through unlimited access to funds.

#### What else do you need to know?

- Your money is always on deposit in regulated, FDIC-insured institutions.
- § You can check balances and see (online) where your funds are at all times.
- § You will receive one regular monthly statement.
- § As always, your confidential information remains protected.
- If you are an existing CDARS® customer and your funds are placed both through CDARS and through ICS under the same tax identification number¹, the ICS system is programmed to recognize your existing CDARS placements and exclusions maintained by us. Online tools allow you to verify that your funds are not being placed in institutions you have excluded.

#### Just three simple steps.

- 1 Sign the agreements. Sign an ICS Deposit Placement Agreement and a custodial agreement with us.
- Set up an account. Identify a checking account or other transaction account to use with ICS. You may select an existing account or set up a new one.
- 3 Place funds through ICS. You work directly with just us, and we do the legwork without charging you any fees. At your direction, funds are sent between your transaction account at our bank and demand deposit accounts at other ICS Network institutions in increments below the FDIC insurance maximum of \$250,000 so that both principal and interest are eligible for FDIC insurance.<sup>2</sup>

Work directly with just us—a bank you already know and trust.



Placement of funds through the ICS service is subject to the terms, conditions, and disclosures in the service agreements, including the Deposit Placement Agreement ("DPA"). Limits and customer eligibility criteria apply. Unlimited program withdrawals are available with ICS only when using the ICS demand option. Although funds are placed at destination banks in amounts that do not exceed the FDIC standard maximum deposit insurance amount ("SMDIA"), a depositor's balances at the relationship institution that places the funds may exceed the SMDIA (e.g., before ICS settlement for a deposit or after ICS settlement for a withdrawal) or be ineligible for FDIC insurance (if the relationship institution is not a bank). As stated in the DPA, the depositor is responsible for making any necessary arrangements to protect such balances consistent with applicable law. If the depositor is subject to restrictions on placement of its funds, the depositor is responsible for determining whether its use of ICS satisfies those restrictions. ICS, Insured Cash Sweep, and CDARS are registered service marks of Promontory Interfinancial Network, LLC.

<sup>[1]</sup> Note that different tax identification numbers do not guarantee different insurable capacities.

<sup>[2]</sup> Based on triggering events as set forth in the ICS Deposit Placement Agreement you enter into with our bank.



You, the undersigned, enter into this ICS Deposit Placement Agreement (this "Agreement") with Busey Bank

("we" or "us"). This Agreement states the terms and conditions on which we (as your "Relationship Institution") will endeavor to place funds into deposit accounts at receiving depository institutions (each a "Destination Institution") from a transaction account with us into which you (the "Depositor") have deposited funds for such placement (the "Transaction Account"). The Destination Institutions will be depository institutions at which deposit accounts are insured by the Federal Deposit Insurance Corporation ("FDIC") up to maximum deposit insurance amounts.

We will endeavor to place your funds at Destination Institutions using ICS®, the Insured Cash Sweep® service of Promontory Interfinancial Network, LLC ("Promontory"). The amount of your funds that we place in the deposit accounts that have been established for the placement of your funds at Destination Institutions (each a "Deposit Account") will not exceed the FDIC standard maximum deposit insurance amount ("SMDIA"), currently \$250,000, at any one Destination Institution.

We offer placement of funds through ICS to businesses, nonprofit entities, and, subject to applicable law, public entities. We may also choose to place funds through ICS for individuals with a demonstrated need to maintain large cash balances (e.g., \$500,000 or more) over a 12-month period. You must be capable of using, and you agree to use, the ICS Depositor Control Panel ("DCP"), an online tool described in this Agreement, to review proposed placements and for other purposes. You also agree to receive notices concerning ICS deposits that may be posted on the DCP or sent by email.

Funds in your Deposit Accounts will be "deposits," as defined by federal law, at the Destination Institutions. Each Deposit Account at a Destination Institution in which your funds will be placed will be a demand deposit account ("DDA").

#### 1. Your Relationship With Us

#### 1.1. Agency and Custodial Relationship

- (a) We will act as your agent in placing your funds in Deposit Accounts through ICS and, under our separate custodial agreement with you (the "Custodial Agreement"), as your custodian for the Deposit Accounts. We will not act as your investment adviser, and we will have no obligation to advise you of alternative investments. The Bank of New York Mellon ("BNY Meilon") will act as our sub-custodian, settlement agent, reconciliation agent, and recordkeeper. BNY Mellon will also act as recordkeeper for Destination Institutions at which your Deposit Accounts are established, maintaining certain deposit account records for those Destination Institutions.
- (b) Each Deposit Account (l) will be recorded on the records of the Destination Institution in the name of BNY Mellon, as our subcustodian, (ii) will be recorded on the records of BNY Mellon in our name, as your custodian, and (iii) will be recorded on our records in your name, all in a manner that will permit the Deposit Account to be FDIC-insured to the same extent as if you held it directly with the Destination

Institution. For purposes of Article 8 of the Uniform Commercial Code, we will act as your securities intermediary for, and will treat as financial assets, your Deposit Accounts and all your security entitlements and other related interests and assets with respect to your Deposit Accounts, and we will treat you as entitled to exercise the rights that comprise your Deposit Accounts. All interests that we hold with respect to your Deposit Accounts are held by us solely as your securities intermediary and are not our property. You are and will remain the owner of all funds of yours that we place for you through the ICS service and any interest on those funds.

(c) As further described below, on each day that is not a Saturday, a Sunday, or another day on which banks in New York, New York, are authorized or required by law or regulation to close (a "Business Day"), our proposed allocation of your funds to Destination institutions will be available to you in advance on the DCP to approve or reject. We have entered into an agreement with Promontory to use the ICS service in connection with such allocations. In using ICS, we will adhere to Promontory's policies and procedures. Promontory is not your agent or custodian, however, and it is not responsible for placement of your funds or custody of your Deposit Accounts.

#### 1.2. Termination of Custodial Relationship

- (a) Either you or we may terminate the custodial relationship between you and us at any time. You may not transfer your Deposit Accounts to another custodian, but you may dismiss us as your custodian for a Deposit Account and request that your ownership of the Deposit Account will be recorded in your name on the books of the Destination institution. We will endeavor to cause any such request that we receive from you to be promptly forwarded to the Destination institution. Each Destination Institution at which your funds may be placed has agreed that it will promptly fulfill any such requests, subject to its customer identification policies and other standard account opening terms and conditions.
- (b) If a Deposit Account has been recorded in your name on the books of a Destination Institution pursuant to Section 1.2(a), (i) you will be able to enforce your rights in the Deposit Account directly against the Destination Institution, but we will no longer have any custodial responsibility with respect to the Deposit Account and you will no longer be able to enforce your rights in the Deposit Account against the Destination Institution through us, and (ii) the Interest rate applicable to the Deposit Account will be the Interest rate that the Destination Institution establishes, which may be lower than an interest rate that we might have established.

#### 2. Your Deposits at Destination Institutions

#### 2.1. The Deposit Accounts and the Interest Rate

(a) Each of your Deposit Accounts, including the principal balance and the accrued interest, will be a deposit obligation of the Destination institution at which the Deposit Account has been established and will not be an obligation of Promontory, BNY Mellon, or us. We, as your custodian, will maintain on our books and records, either directly or with the assistance of BNY Mellon, a custodial account in which we will hold your interests with respect to the Deposit Accounts

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(an "ICS Custodial Account"). We may permit you to have multiple ICS Custodial Accounts for your business purposes, and we may also permit you to have multiple Transaction Accounts associated with an ICS Custodial Account. Having multiple ICS Custodial Accounts or multiple Transaction Accounts will not expand the FDIC insurance coverage available to you in a single insurable capacity.

- (b) The interest rate for your Deposit Accounts at Destination Institutions on any day will be the then-current rate we establish for them, which may be any rate (including zero) and which we may modify at any time (the "interest Rate"). We do not offer or promise you any particular Interest Rate. In particular, we do not promise you that an interest Rate will be any particular rate or that an interest Rate that may be effective at a given time will be effective at a later time. Through your continued participation in ICS, you accept each applicable interest Rate.
- (c) The Destination Institutions have agreed that interest on your Deposit Accounts will accrue and compound daily at the applicable Interest Rate and will be credited to principal at least once each month. Payment of the full amount of all accrued interest with respect to a Deposit Account at a Destination Institution will be solely the responsibility of, and solely enforceable against, that Destination Institution. We will have no Indebtedness to you for any such amount.

#### 2.2. Balances and Statements

- (a) On any day, you may confirm through the DCP the aggregate principal balance in your Deposit Accounts (your "Program Balance") for each ICS Custodial Account, and your principal balance and accrued interest at each Destination Institution for each ICS Custodial Account, as of the settlement of payments to and from ICS participating institutions through BNY Mellon ("ICS Settlement") for the preceding Business Day or, after completion of ICS Settlement on a Business Day, for that Business Day.
- (b) For each ICS Custodial Account, we will provide you with periodic account statements that include your Program Balance as of the end of the statement period, the total interest you have earned on your Deposit Accounts during the period, the rate of return you have earned on the daily average closing principal balance in your Deposit Accounts for the period (which will be referred to as the "Statement Period Yleid"), and your principal balance at each Destination institution in which your funds are deposited as of the end of the period. You should retain these account statements.
- (c) The account information available on the DCP as described in Section 2.2(a), and the periodic statements described in Section 2.2(b), will be your record of your Deposit Accounts.

#### 3. Program Deposits and Program Withdrawals

#### 3.1. Triggering Events

- (a) Schedule 1 to this Agreement sets forth events that will trigger a transfer of funds at ICS Settlement from the Transaction Account to the Deposit Accounts (a "Program Deposit") or a transfer of funds at ICS Settlement from the Deposit Accounts to the Transaction Account (a "Program Wilhdrawai").
- (b) Depending on the terms of Schedule 1, an event that triggers a Program Deposit or a Program Withdrawal (a "Triggering"

Event") may be a specified change in the Transaction Account balance, a request by you that we accept, or another event described in Schedule 1.

(c) If we permit you to have multiple Transaction Accounts associated with a single ICS Custodial Account, Schedule 1 may specify separate sets of Triggering Events for each. Transaction Account or one set of Triggering Events for all Transaction Accounts.

#### 3.2. Program Deposits

- (a) The occurrence of a Triggering Event for a Program Deposit does not result in a transfer of funds to your Deposit Accounts until the applicable ICS Settlement occurs. Schedule 2 to this Agreement contains important information regarding the status of funds in the Transaction Account.
- (b) Subject to the other terms and conditions of this Agreement, and except as provided in the next subsection, a Triggering Event for a Program Deposit under Schedule 1 will result in a transfer of funds to your Deposit Accounts at ICS Settlement the next Business Day (a "Regular Program Deposit").
- (c) Schedule 1 states whether a transfer of funds to your Deposit Accounts at ICS Settlement on the same Business Day (a "Same-Day Program Deposit") is available and, if so, the cutoff time for you to request a Same-Day Program Deposit (the "Same-Day Deposit Cutoff Time"). To the extent Schedule 1 so provides, and subject to the other terms and conditions of this Agreement, a request that we receive and accept before the Same-Day Deposit Cutoff Time will be a Triggering Event that results in a Same-Day Program Deposit.
- (d) We may impose a maximum Program Balance amount for your deposits placed through ICS and will Inform you of any maximum Program Balance we impose. Even if a Triggering Event for a Program Deposit occurs, we may choose not to transfer the amount to your Deposit Accounts to the extent it would cause the Program Balance to exceed the maximum amount. In addition, we may choose not to transfer to the Deposit Accounts an amount that we have credited to the Transaction Account, but have not yet collected from a third party.
- (e) There is no per-month limit on the number of permitted Program Deposits.

#### 3.3. Program Withdrawals

- (a) Subject to the other terms and conditions of this Agreement, a Triggering Event for a Program Withdrawal under Schedule 1 will result in a transfer of funds from your Deposit Accounts at ICS Settlement the next Business Day (a "Regular Program Withdrawal").
- (b) Schedule 1 states whether the transfer of funds from your Deposit Accounts at ICS Settlement on the same Business Day (a "Same-Day Program Withdrawai") is available and, if so, the cutoff time for you to request a Same-Day Program Withdrawai (the "Same-Day Withdrawai Cutoff Time"). To the extent Schedule 1 so provides, and subject to the other terms and conditions of this Agreement, a request that we receive and accept before the Same-Day Withdrawai Cutoff Time will be a Triggering Event that results in a Same-Day Program Deposit.

(c) There is no per-month limit on the number of permitted Program Withdrawals.

#### 3.4. Program Withdrawal Advances; Security Interest

- (a) If Schedule 1 provides that we will advance funds to you in anticipation of a Program Withdrawal, or if we otherwise decide in our discretion to advance funds to you in anticipation of a Program Withdrawal, you will owe the amount of these funds to us and we will retain from the funds we receive at ICS Settlement the amount we have advanced to you.
- (b) With respect to any amount that you owe to us pursuant to Section 3.4(a):
  - (i) you grant us, and acknowledge that we have, a security interest in, and a lien on, your Deposit Accounts, related security entitlements, and other related interests and assets that we may hold for you as custodian and securilles intermediary pursuant to the Custodial Agreement for the amount you owe to us,
  - (ii) if a Destination institution fails before a Program Withdrawal is completed, we may retain the amount of the Program Withdrawal from the proceeds of your FDIC insurance claim to satisfy the amount you owe to us, and
  - (iii) to the extent the amount you owe to us is not satisfied from the interests and assets we are holding for you pursuant to the Custodial Agreement, or from the proceeds of any FDIC insurance claim, the amount remains owed by you to us and is payable on demand.
- (c) If, in a separate agreement, you have granted us a security interest in your Deposit Accounts or in any security entitlements or other interests or assets relating to your Deposit Accounts as collateral for a loan to you or otherwise, we may decline to honor a request for a Program Withdrawal, or decline to honor a debit transaction in the Transaction Account that would trigger a Program Withdrawal or be funded by a Program Withdrawal, to the extent the Program Withdrawal would cause your Program Balance to fall below the loan amount or other amount that you have agreed to maintain in your Deposit Accounts or to which the security interest applies. If, in a separate agreement, you have granted us a security interest in the Transaction Account, we also may decline to honor debit transactions in the Transaction Account in accordance with the separate agreement.

#### 4. Daily Allocation and Depositor Control

#### 4.1. Daily Allocation; Review and Consent

(a) In addition to allocating your funds to each Destination Institution in an amount that is under the FDIC insurance limit, the ICS process for allocating Program Deposits, Program Withdrawals, and lunds already on deposit reflects various considerations, including the need for certain Destination Institutions to receive deposits in amounts they have placed for their own customers and possible limits on the amounts a Relationship Institution is authorized to place or a Destination Institution has agreed to receive. Applicable deposit amounts may change from day to day. Accordingly, the allocation of funds takes place each Business Day,

- (b) As a result of the dally allocation of funds in ICS and the allocation objectives outlined in Section 4.1(a), the set of Destination Institutions to which your funds on deposit are allocated on a Business Day, and the amount allocated to each Destination Institution, may differ from a previous Business Day's allocation. A different allocation may involve the movement of funds from one Destination Institution to another Destination Institution, even though you do not have a Program Deposit or a Program Withdrawal. Such movements of funds will not affect any Interest Rate.
- (c) You exercise control over the allocation of your funds through direct contact with us and through the DCP. You are responsible for reviewing the important information we provide you through the DCP, including information regarding proposed allocations that we provide each Business Day. In addition, on request at any time, we will provide you with a list of all Destination Institutions.
- (d) Although we will not allocate your funds to Destination Institutions that you exclude or reject as set forth below, you authorize and consent to the allocation of your funds at Destination Institutions that you approve, or do not exclude or reject, as set forth below.

#### 4.2. Destination Institution Exclusions

- (a) We will not allocate your funds to any Destination Institution that is on your then-effective list of exclusions from eligibility to receive your funds through ICS (your "List of Exclusions").
- (b) You may enter the name of any depository institution on your List of Exclusions in Schedule 4 to this Agreement. An exclusion in Schedule 4 is effective when we have signed the Agreement, You may later add exclusions to your List of Exclusions, or subtract exclusions from your List of Exclusions, by contacting us in a manner we specify. If you add an exclusion in this manner, the new exclusion will be effective within one Business Day after the first Business Day on which we have received the notice from you.
- (c) If, on a Business Day, you have outstanding deposits that we have placed for you using Promontory's CDARS® service, and you have provided the same taxpayer identification number to us for purposes of CDARS and ICS, our allocation of your funds at Destination institutions for that Business Day in ICS:
  - (i) will not include allocation to a Destination Institution that is the subject of a then-effective designation by you as ineligible to receive your funds through CDARS, and
  - (ii) will not cause the balance in your Deposit Accounts at a Destination Institution, together with the outstanding deposits, if any, that we have placed for you at that Destination Institution through CDARS, to exceed the SMDIA.

#### 4.3. Depositor Control Panel

- (a) Promontory will assist us in providing the DCP to you, Schedule 3 to this Agreement provides access information for the DCP. When you first log in to the DCP using the login credentials described in Schedule 3, you will be required to change your DCP user name and password.
- (b) You represent that you have a computer with Internet access, an e-mail address, the ability to download and print information

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from the DCP for your records, and the knowledge and experience to use an online tool for the DCP functionality. In addition, you acknowledge that you will be required to obtain and maintain all equipment and services necessary for access to the DCP.

#### 4.4. Depositor Placement Review

- (a) Each Business Day, your aggregate principal balance that will be in Deposit Accounts at Destination Institutions after that day's ICS Settlement will be provisionally allocated to Destination Institutions. The amount allocated will reflect your Program Balance as of the last ICS Settlement, plus any Program Deposit that will occur at the day's ICS Settlement, minus any Program Withdrawal that will occur at the day's ICS Settlement. The allocation may provide that previously-deposited funds will be removed from one or more Destination Institutions and deposited in one or more other Destination Institutions.
- (b) After the provisional allocation occurs on a Business Day, but before it becomes final at the day's ICS Settlement, Depositor Placement Review ("DPR") will occur through the DCP. Even if a Destination Institution is not on your List of Exclusions, the final allocation that day will not allocate your funds to a Destination Institution at ICS Settlement if you reject it during DPR through the DCP. The initial DPR time period is set forth in Schedule 3. We may change the DPR period by posting advance notice of the change on the DCP. Your rejection of a Destination Institution will be effective only if you submit it, as specified in the DCP, before DPR ends.
- (c) In DPR, you will see a list of Destination institutions to which your funds are proposed to be allocated at ICS Settlement later that day (the "Proposed Placement List"), reflecting the provisional allocation of all your funds, including funds that will be moved from one Destination Institution to another Destination Institution. The Proposed Placement List will include the principal balance allocated to each Destination Institution. If you review the Proposed Placement List, and you click the approval button or you do not reject any of the Destination Institutions on the list, you will be approving the proposed allocation and your funds will be allocated in accordance with the list.
- (d) If you reject any of the Destination Institutions on the Proposed Placement List, you will be approving allocation to Destination institutions on the list that you do not reject. After entering rejections, if sufficient time remains in DPR, you will have the opportunity to review a list of other Destination Institutions to which your funds could be allocated (the "Alternate Placement List"). If you click the approval button for the Alternate Placement List, or you do not reject any of the Destination Institutions on it, you will be approving the allocation of your funds to any of the listed Destination Institutions. If you reject any of the Destination Institutions on the Alternate Placement List, you will be approving allocation to listed Destination Institutions that you do not reject. Your funds may be allocated to any combination of Destination Institutions on the Proposed Placement List and the Alternate Placement List that you do not reject.
- (e) If the provisional allocation on a Business Day would result in funds of yours currently at one Destination Institution being moved to another Destination Institution and you reject the other Destination Institution in DPR that Business Day, the funds will not necessarily remain at the first Destination Institution. The funds will be allocated to a Destination Institution that you do not reject or returned to the Transaction Account.

- (f) A Destination Institution that you reject in DPR will also be added to your List of Exclusions, for purposes of future allocations, within one Business Day after the Business Day on which you submit the rejection.
- (g) We do not guarantee that all your funds will be allocated to Destination Institutions on any particular day, even if they were allocated to Destination Institutions on a previous day. Exclusions of Destination Institutions, and rejections of Destination Institutions in DPR, may increase the chance that funds will not be allocated. If funds not yet transferred to your Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will remain in the Transaction Account. If funds previously transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will be returned to the Transaction Account.

#### 5. FDIC Insurance Considerations

#### 5.1. Deposit insurance Coverage

- You may obtain information about FDIC deposit insurance coverage by visiting the FDIC website at www.fdic.gov or by contacting the FDIC by letter, email, or telephone. All your deposits at a Destination institution in the same insurable capacity (whether you are acting directly or through an intermediary) will be aggregated for purposes of the SMDIA. You should add to your List of Exclusions any FDIC-insured depository institution at which you have other deposits in the same insurable capacity. Insurable capacities include individual accounts, joint accounts, and individual retirement accounts. Separate divisions within a corporate entity are not eligible for separate insurance coverage, and a separate taxpayer identification number ("T/N") does not necessarily evidence or establish a separate insurable capacity. It is your obligation to determine whether funds we are placing for you through ICS are maintained in separate Insurable capacities. We may use your TIN to Identify you, and we place your funds on the understanding that you are not depositing funds for placement under more than one TIN in the same insurable capacity.
- (b) Your deposits in the Transaction Account, alone or when aggregated with your other deposits with us in the same insurable capacity, may exceed the SMDIA. Schedule 2 describes measures you should take if you cannot accept risks associated with uninsured deposits in the Transaction Account.
- (c) The requirements for FDIC deposit insurance coverage of the deposits of the United States government, state, county; and municipal governments and their political subdivisions, the District of Columbia, and the Commonwealth of Puerto Rico are set forth in FDIC regulations. If you are a governmental unit, you are responsible for determining whether the requirements for deposit insurance have been met. We are not responsible for uninsured losses resulting from the placement of deposits that are not eligible for deposit insurance.
- (d) The records maintained for us by BNY Mellon regarding ownership of your Deposit Accounts will be used to establish your eligibility for deposit insurance coverage. Accordingly, you must immediately report to us any changes in ownership information. We will inform BNY Mellon of any such changes so that it will have accurate information to provide to the FDIC if a Destination Institution fails. The FDIC could also require you to provide additional documentation.

#### 5.2. Deposit Insurance Payments

- (a) If deposit insurance payments become necessary for one of your Deposit Accounts, the FDIC is required to pay the principal amount plus accrued interest to the date of the closing of the Destination institution, as prescribed by law, subject to the SMDIA. No interest is earned on deposits from the time a Destination institution closes until insurance payments are received. As an alternative to making a direct insurance payment, the FDIC may transfer the deposits of an insolvent institution to a solvent institution. The solvent institution may change the interest rate on a deposit, subject to your right to withdraw the funds.
- (b) We will notify you if we receive a deposit insurance payment from the FDIC with respect to your Deposit Account at a failed Destination Institution. Should we receive a deposit insurance payment with respect to your Deposit Account at a failed Destination Institution, we will place the amount of the payment in one or more Deposit Accounts at Destination Institutions pursuant to the deposit placement procedures set forth in this Agreement, subject to the other terms and conditions of this Agreement, including Section 3.4.
- (c) In general, if an insured depository institution is closed, the FDIC is required by law to pay the insured deposits "as soon as possible," either by cash or by transferring the deposit to a new insured depository institution. It is possible, however, that an insurance payment could be delayed. We will not be obligated to make any payment to you in satisfaction of a loss you might incur as a result of a delay in an insurance payment, and we will not be obligated to advance funds with respect to any such payment.

### 5.3. Responsibility to Monitor Deposits; Publicly Available Information

- (a) You are responsible for monitoring the total amount of funds in your Deposit Accounts at each Destination Institution in each Insurable capacity to determine the extent of FDIC deposit insurance coverage available to you for deposits at that Destination Institution. You should confirm that each allocation of your funds to Destination Institutions is consistent with your exclusions and rejections by visiting the DCP and viewing the allocation, recognizing that the funds could be allocated to different Destination Institutions on any Business Day.
- (b) Publicly available financial information concerning the Destination institutions can be obtained by you at the website of the National information Center of the Federal Reserve System at www.fflec.gov/nicpubweb/nicweb/nichome.aspx.

#### Additional Considerations

#### 6.1. Reciprocal and One-Way

(a) We may participate in the ICS service through one or both of two different forms of the service. When we place your funds using ICS® Reciprocal<sup>SM</sup>, we will receive matching funds placed by other participating institutions for their customers and pay a fee to Promontory. When we place your funds using ICS® One-Way<sup>SM</sup>, we will not receive matching funds placed by other participating institutions for their customers or pay a fee to Promontory, but we and Promontory may receive fees from Destination institutions in connection with funds placed. The fees may be different for different Destination Institutions.

- (b) The Interest you receive on your Deposit Accounts will be earned at the applicable Interest Rate, whether we use ICS Reciprocal or ICS One-Way in placing your funds. The Interest Rate may be different depending on which form of ICS we use. In ICS Reciprocal, the fee we pay to Promontory may affect the applicable Interest Rate. In ICS One-Way, fees paid by Destination Institutions to us or to Promontory, or cost-of-funds rates at which Destination Institutions may request funds, may affect the interest Rate. We will not collect a fee from you for the placement of your funds through ICS.
- (c) Schedule 4 includes two boxes relating to which form of the ICS service we may use in connection with the placement of your funds. If you check the first of these two boxes, we may use ICS Reciprocal, ICS One-Way, or both. We will not be obligated to inform you of the interest Rate that might be available using the other form, and we may select a form of ICS that provides greater benefits to us. If you check the second of these two boxes, we may use only ICS Reciprocal in connection with the placement of your funds.
- (d) If you are subject to restrictions on the placement of your funds at depository institutions, you are responsible for determining whether the placement of your funds through ICS, in accordance with Schedule 4, satisfies the restrictions.

#### 6.2. Compare Rates

- (a) We are not advising you regarding alternative investments, and you are responsible for comparing the rates of return and other features of your Deposit Accounts to other available deposit accounts, and other kinds of investments, before deciding to have us place your funds using ICS.
- (b) An applicable Interest Rate for your Deposit Accounts may be higher or lower than Interest rates on comparable deposits available directly from us, from the Destination Institutions that establish your Deposit Accounts, from other Destination Institutions, or from insured depository institutions that are not Destination Institutions. Without limiting the foregoing, an Interest Rate may be lower than an Interest rate established for another customer for which funds are being placed or a cost-of-funds rate for a Destination Institution.
- (c) Promontory may offer us and our employees non-cash incentives of insignificant monetary value, such as plaques, in connection with our placement of funds.

#### 6.3. Allocation Considerations and Compensatory Payments

- (a) The ICS allocation process is subject to applicable law and may be affected by our objectives, Promontory's objectives, or both, including administrative convenience, reduction of costs, and enhancement of profits.
- (b) Participating Institutions in the ICS service may make compensatory payments resulting in payments to other participating institutions, or receive compensatory payments resulting from payments by other participating institutions, reflecting the difference between an interest rate for a placing institution's customers and a rate at which the receiving institution would otherwise pay interest.
- (c) If we were to become insolvent, the FDIC could transfer custody of your Deposit Accounts to a new custodian that participates in ICS. Alternatively, you could elect to establish your Deposit Accounts

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directly with the Destination Institutions or you could elect to have the funds in your Deposit Accounts returned to you.

#### 6.4. Mutual Institution Voting and Subscription Rights

- (a) Your funds may be placed in a Deposit Account at a Destination Institution that is in the mutual form of organization. Such a Deposit Account will be identified on the books of the mutual institution in the name of the sub-custodian and not in your name. The subcustodian will not attend or vote at any meeting of the depositor members of a mutual institution, or exercise any subscription rights in a mutual institution's mutual-to-stock conversion, either on its own behalf or on your behalf. You hereby waive any right you may have to attend or vote at any meeting of the depositor members, or to receive or exercise any subscription rights you may have in the event that the mutual institution converts from mutual to stock form, even if you held a Deposit Account as of an applicable record date.
- (b) If we receive from the sub-custodian notice of a meeting of depositor members of a mutual institution or other materials or information relating to a mutual institution's mutual-to-stock conversion, we may forward such notice, materials, or information to you. If you wish to receive such notice, materials, or information directly from the mutual institution, attend or vote at any meeting of the depositor members of the mutual institution, or receive subscription rights in the event the mutual institution converts from mutual to stock form, you must dismiss us as custodian before the applicable record date (a date that is usually at least one year in advance of the date the mutual institution's board of directors adopts a plan of conversion) and have your ownership of the Deposit Account recorded in your name directly on the books of the mutual institution.

#### Other Provisions

#### 7.1. Release and Use of Identifying Information

- (a) You consent to our providing your name, TIN or other alphanumeric identifier, and other identifying information ("Identifying Information") to BNY Mellon, Promontory, and other parties providing services in connection with ICS (each a "Service Provider"). A Service Provider may use the identifying Information only in connection with its provision of services relating to ICS. We or a Service Provider may also provide Identifying Information to a Destination Institution, but will do so only to the extent necessary to comply with a request by you or your agent or to comply with applicable law. In addition, we or a Service Provider may provide Identifying Information to the FDIC in connection with a deposit Insurance claim.
- (b) We will not provide Identifying Information to any other party unless we determine that (i) we are required by applicable law to do so or (ii) we are permitted by applicable law to do so and have reasonable grounds to do so to protect our own legal or business interests or the legal or business interests of Promontory or BNY Mellon. Promontory may use and disclose information regarding aggregated activity of ICS depositors, provided it does not use or disclose any identifying information in a manner contrary to this Section 7.1.

#### 7.2. Liability and Dispute Resolution

(a) We are responsible for maintaining, directly or through a Service Provider, appropriate records of our placements for you. We are also responsible for not placing your funds through ICS at any Destination Institution that is the subject of a then-effective exclusion on your List of Exclusions, at any Destination Institution that is the subject of an effective rejection by you at the time of the applicable ICS Settlement, in an ICS placement at a Destination Institution under a single TIN in an amount that exceeds the SMDIA, or in a manner that violates Section 4.2(c). If ALL OR PART OF YOUR DEPOSIT AT A DESTINATION INSTITUTION IS UNINSURED BECAUSE OF OUR FAILURE TO FULFILL THESE RESPONSIBILITIES, AND IF THE DESTINATION INSTITUTION FAILS AND YOU DO NOT OTHERWISE RECOVER THE UNINSURED PORTION, WE WILL REIMBURSE YOU FOR YOUR DOCUMENTED LOSS OF THE UNINSURED PORTION.

- (b) Subject to our reimbursement obligation in the PRECEDING SUBSECTION, AND EXCEPT AS MAY BE OTHERWISE REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE, AND IN NO EVENT WILL PROMONTORY OR BNY MELLON BE LIABLE, TO YOU OR TO ANY THIRD PARTY FOR ANY LOSS OR DAMAGES INCURRED OR ALLEGEDLY INCURRED IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, WE, PROMONTORY, AND BNY MELLON WILL NOT HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR: (I) ANY LOSS ARISING OUT OF OR RELATING TO A CAUSE OVER WHICH WE DO NOT HAVE DIRECT CONTROL, INCLUDING THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, GOVERNMENT RESTRICTIONS, OR FORCE MAJEURE (E.G., EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, NATURAL DISASTERS OR OTHER ACT OF GOD, FIRE, ACTS OF WAR, TERRORIST ATTACKS, INSURRECTION, RIOT, STRIKES, LABOR DISPUTES OR SIMILAR PROBLEMS, ACCIDENT, ACTION OF GOVERNMENT, COMMUNICATIONS, SYSTEM OR POWER FAILURES, OR EQUIPMENT OR SOFTWARE MALFUNCTION), (II) DELAY IN ANY FDIC INSURANCE PAYMENT, (III) THE FINANCIAL CONDITION OF ANY DESTINATION INSTITUTION OR THE ACCURACY OF ANY FINANCIAL INFORMATION ABOUT ANY DESTINATION INSTITUTION, OR (IV) ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS).
- (c) ANY DISPUTES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL BE GOVERNED BY THE DISPUTE RESOLUTION, ARBITRATION, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS RELATED TO DISPUTES PROVISIONS, IF ANY, CONTAINED IN YOUR CUSTODIAL AGREEMENT.

#### 7.3. Miscellaneous

- (a) This Agreement constitutes the entire agreement between you and us relating to the placement of deposits through ICS and any other matter heroin, supersedes prior agreements, understandings, negotiations, representations, and proposals, written or oral, relating to any matter heroin, and may not be amended by any oral representation made or oral agreement reached after the execution of this Agreement.
- (b) Either party may terminate this Agreement on written notice to the other, but the obligations of both parties will survive with respect to any funds deposited at the time of termination. In addition, the provisions of this Section 7 will survive termination.
- (c) Schedules 1, 2, 3, and 4 (each a "Schedule") are incorporated into and made part of this Agreement. We may amend this Agreement, including any Schedule, prospectively by giving you written notice of the amendment at least fourteen (14) days before the effective date of the amendment, which will be specified in the amendment. We may provide written notice of the amendment by

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means of a posting on the DCP, an entry on your account statement, an email message, or a printed letter.

(d) This Agreement may not be assigned, in whole or in part, by either party except by operation of law or as required by applicable law, and any purported assignment in violation hereof is void.

The headings in this Agreement are not intended to describe, interpret, define, or limit the scope or intent of this Agreement or any clause hereof. The term "applicable law" refers to all applicable statutes, rules, regulations, and judicial orders, whether federal, state, or local. The term "including" does not imply exclusion. The term "month" refers to the calendar month.

By signing below, you (as Depositor) and we (as Relationship Institution) agree to be legally bound by this ICS Deposit Placement Agreement, effective when you and we have signed it. If the Transaction Account is a joint account, each owner of the Transaction Account must sign this Agreement, and funds in your Deposit Accounts will be held in the same joint ownership capacity.

RELATIONSHIP INSTITUTE	N		SOLE OR PRIMARY DI	EPOSITOR	
Institution name: <u>Busev Ba</u>	nk		Depositor name:		<b>-</b>
Signature:		SIGNIER	Signature:		
Name and title of authorized Amy Lynn	signatory:	·	Name and title of author	rized signatory (if not individual):	
		· .	Depositor TIN or other a	alphanumeric idéntifier (and type);	<del></del>
			Email address:		
			Date signed:	·	
•	. •		ADDITIONAL DEPOSIT	OR IF JOINT ACCOUNT	
			Depositor name:		••
•	•		Signature:		
			Depositor TIN or other a	alphanumeric identifier (and type):	
	,		Email address:	@	<u> </u>
,			Date signed:		
•			ADDITIONAL DEPOSIT	OR IF JOINT ACCOUNT	
			Depositor name:		_
•			Signature:		
			Depositor TIN or other a	lphanumeric identifier (and type):	
			Email address:	. @	
			Date signed:		
	•	•	(Add signature lines as r	needed.)	

#### SCHEDULE 1 TO ICS DEPOSIT PLACEMENT AGREEMENT

#### Program Deposits and Program Withdrawals

#### Acct#

10:00

<ol> <li>Specified Terms</li> </ol>
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(a) The Target Balance, Minimum Sweep Amount, and Minimum Return Amount for the Transaction Account are as follows:

Eastern

Target Balance	Minimum Sweep Amount	Minimum Return Amount
\$ .	\$	\$
The Same-Day Deposit Cutoff Time is as follows:		

Central

Mountain

Pacific

(check one)

#### 2. Program Deposits

(b)

- (a) The Triggering Event for a Regular Program Deposit is a net change in the Transaction Account balance that causes its balance to exceed the Target Balance by more than the Minimum Sweep Amount. After posting all your Transaction Account activity for a Business Day, we will determine whether the Transaction Account balance exceeds the Target Balance by more than the Minimum Sweep Amount. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the amount by which the Transaction Account balance exceeds the Target Balance to Deposit Accounts at ICS Settlement on the next Business Day.
- (b) The Triggering Event for a Same-Day Program Deposit is a Same-Day Program Deposit request by you that we receive and accept before the Same-Day Deposit Cutoff Time on a Business Day. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount to Deposit Accounts at ICS Settlement later on the same Business Day.
- (c) If a Triggering Event for a Program Deposit occurs, we may debit the Transaction Account and credit a holding account before the transfer of funds to Deposit Accounts occurs at ICS Settlement.

#### 3. Program Withdrawals

- (a) All Program Withdrawals will be Regular Program Withdrawals, which occur on the Business Day after the Triggering Event. The Triggering Event for a Program Withdrawal is a net change in the Transaction Account balance, after the posting of all your Transaction Account activity for a Business Day, that causes its balance (exclusive of any amounts that we credit as advances in anticipation of a Program Deposit) to be less than the Target Balance by more than the Minimum Return Amount. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer an amount from your Deposit Accounts at ICS Settlement the next Business Day, up to the available amount in your Deposit Accounts, sufficient to restore the Transaction Account balance to the Target Balance,
- (b) Subject to the other terms and conditions of this Agreement, including Section 3.4, and subject to the rules and cutoff times that otherwise apply to transaction accounts with us, we will honor your debit transactions in the Transaction Account if the sum of your funds in the Transaction Account and your funds in your Deposit Accounts, after taking into account any pending Program Deposits and any pending Program Withdrawais, is not less than zero. We will do so even if the amount of the debit transaction exceeds the Transaction Account balance. As set forth in Section 3.4, you will owe us any amounts that we credit as advances in anticipation of a Program Deposit and we will retain those amounts from the funds we receive at ICS Settlement.
- (c) If a Triggering Event for a Program Withdrawal occurs, we may credit the Transaction Account and debit a holding account before the transfer of funds from your Deposit Accounts occurs at ICS Settlement.

#### SCHEDULE 2 TO ICS DEPOSIT PLACEMENT AGREEMENT

#### Transaction Account

Although we will not place your funds through ICS at any one Destination Institution in an amount that exceeds the FDIC standard maximum deposit insurance amount ("SMDIA") of \$250,000, balances in your Transaction Account, separately or together with your other balances with us in the same insurable capacity, may exceed the SMDIA. For example, your balances may exceed the SMDIA until ICS Settlement for a pending large Program Deposit or if all funds in your Deposit Accounts are returned to your Transaction Account for the remainder of a month as a result of the application of the Program Withdrawal limit. If you cannot accept the risk associated with uninsured deposits in these or other circumstances, it will be your responsibility to make arrangements with us to have such funds collateralized, protected by a properly-executed repo sweep arrangement, or otherwise adequately protected, in a manner consistent with applicable law. You should consult your legal advisor to determine whether a particular collateralization arrangement is consistent with applicable law.

#### SCHEDULE 3 TO ICS DEPOSIT PLACEMENT AGREEMENT

#### Depositor Control Panel and Depositor Placement Review

#### 1. Depositor Control Panel

The address of the Depositor Control Panel is https://www.depositorcontrol.com.

Your initial login credentials for the Depositor Control Panel will be as follows:

Usar name:	The account number for the Transaction Account
Password:	The last four characters of the TIN or other alphanumeric identifier entered for the sole or primary Depositor on the signature page of this Agreement

You will also be required to enter the email address you have provided to us.

We will separately advise you of any additional steps required of you by additional security controls.

#### 2. Depositor Placement Review

The DPR period each Business Day will be as follows:

l	········
12:0	0 noon to 12:30 P.M. Eastern time

We may change the DPR period by posting notice on the DCP in advance of the change.

#### SCHEDULE 4 TO ICS DEPOSIT PLACEMENT AGREEMENT

#### Service Form and Exclusions

1.	Reciprocal and One-Way							
	If you check this box, we may use ICS Reciprocal, ICS One-Way, or both in connection with our placement of your funds.							
	If you check this box, we will use	If you check this box, we will use only ICS Reciprocal in connection with our placement of your funds.						
2.	List of Exclusions	et of Exclusions						
rece	Each depository institution entered on your List of Exclusions below will be ineligible, as of the date you and we have signed the Agreement, to ceive your funds through ICS as a Destination Institution. You may subsequently change your List of Exclusions as provided in the Agreement.							
The List of Exclusions should include the city and state of the institution's main office (rather than the city and state of a branch location). The List of Exclusions may also include the institution's FDIC certificate number or transit routing number. Attach additional pages as necessary. If you do not list any exclusions, you should enter "none" under Name of Institution on the first line (but your signature after a blank list will constitute your acknowledgment that you have not listed any exclusions whether or not you enter "none").								
	Name of Institution	City and State	FDIC Certificate Number or Routing Number (optional)					
	none							
		-						
	Michigan Property of the Control of							
	Language Control of the Control of t							
	Signature of sole or primary Depositor:							

#### Custodial Agreement

You, the undersigned, enter into this Custodial Agreement (this "Agreement") with Busey Bank

("we" or "us").

- 1. Pursuant to this Agreement, you authorize us (as your "Relationship Institution") to hold and act as your custodian with respect to all deposit accounts, including all lime deposits, money market deposit accounts, and demand deposit accounts, issued or established at other participating institutions pursuant to the CDARS Deposit Placement Agreement or the ICS Deposit Placement Agreement for funds of yours placed through CDARS®, the Certificate of Deposit Account Registry Service®, or ICS®, the Insured Cash Sweep® service (collectively, the "Deposit Accounts") and all your security entitlements and other related Interests and assets with respect to your Deposit Accounts (collectively, the "Related Entitlements"). The custodial account in which we will hold your Deposit Accounts and Related Entitlements (the "Custodial Account") comprises all the CDARS and ICS custodial accounts that we maintain for you.
- 2. As your custodian, we may (i) cause your Deposit Accounts to be titled in our name or in the name of our sub-custodian, (ii) collect for your account all interest and other payments of income or principal pertaining to your Deposit Accounts, (iii) endorse on your behalf any check or other instrument received for your account that requires endorsement, (iv) deposit your funds in, or withdraw your funds from, your Deposit Accounts in accordance with your instructions, (v) deliver or transfer funds from another account with us to your Deposit Accounts or deliver or transfer funds from your Deposit Accounts to another account with us in accordance with your instructions, (vi) for Deposit Accounts that are time deposits, surrender for payment for your account maturing Deposit Accounts and those for which early withdrawal is requested, (vii) execute and deliver or file on your behalf all appropriate receipts and releases and other instruments, including whatever certificates may be required from custodians or may be necessary to obtain exemption from taxes and to name you when required for the purpose of the instrument, and (viii) take such other actions as are customary or necessary to effectuate the purposes of this Agreement.
- 3. For purposes of Article 8 of the Uniform Commercial Code as adopted in <u>Illinois</u> (the "UCC"), we will act as your securities intermediary for, and will treat as financial assets, any Deposit Accounts and Related Entitlements that we hold for you pursuant to this Agreement. The Custodial Account will constitute a securities account, as defined in the UCC.
- 4. We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process that we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically, or in writing. If we are not fully relimbursed for records research, imaging, photocopying, and handling costs by the party that served the process, we may charge such costs to your account, in addition to any minimum fee we charge for complying with legal processes.
- 5. We may honor any legal process that is served personally, by mall, or by electronic mail or facsimile transmission at any of our offices or an office of our agent (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained.
- 6. We will have no liability to you for any good-faith act or omission by us in connection with this Agreement. You agree to indemnify us and cur sub-custodian, and to hold us and our sub-custodian harmless from, all expenses (including counsel fees), liabilities, and claims arising out of any good-faith act or omission by us in connection with this Agreement or compliance with any legal process relating to the Custodial Account that we believe (correctly or otherwise) to be valid. You agree to pay any service charges that we impose on the Custodial Account.
- 7. You may be an individual in an individual capacity, more than one individual in a joint capacity, or a trust, partnership, corporation, or other legal entity. We may accept instructions on your behalf from any individual who signs this Agreement as or on behalf of a Depositor and from any of the following individuals:

Name	Title or Legal Capacity	
<u> </u>	<u> </u>	

By signing below, you and we agree to be legally bound by this Custodial Agreement.

RELATIONSHIP INSTITUTION		SOLE OR PRIMARY DEPOSITOR	
Institution name: Busey Bank		Depositor name:	
Signature:	<del>Transition in the contract of the contr</del>	Signature:	SIGNEEN
Name and title of authorized signatory:		Name and title of authorized signatory (if not individual):	
Amy Lynn			·-
Date signed:		Depositor TIN or other alphanumeric identifier (and type):	
		Email address:	
		Date signed:	
		ADDITIONAL DEPOSITOR IF JOINT ACCOUNT	
		Depositor name:	au t
		Signature:	••
		Depositor TIN or other alphanumeric identifier (and type):	
		Email address: @	_
	·	Date signed:	
		ADDITIONAL DEPOSITOR IF JOINT ACCOUNT	
		Depositor name:	_
		Signature:	_
		Depositor TIN or other alphanumeric identifier (and type):	
		Email address: @	
		Date signed:	
		(Add signature lines as needed.)	