



CHAMPAIGN-URBANA MASS TRANSIT DISTRICT BOARD MEETING
AGENDA

Wednesday, December 8, 2021 – 3:00 p.m.

North Banquet Rm, 4th Floor, Illinois Terminal
45 East University Avenue, Champaign

Board of Trustees:

Dick Barnes
Margaret Chaplan – Vice Chair
Tomas Delgado
Bradley Diel - Chair

Phil Fiscella
Bruce Hannon
Alan Nudo

Advisory Board:

Lowa Mwilambwe/Marty Paulins
Briana Barr

	<u>Pages</u>
1. Call to Order	
2. Roll Call	
3. Approval of Agenda	
4. Public Hearing on General Tax Levy Ordinance for 2021	
5. Audience Participation	
6. Approval of Minutes	
A. Board Meeting (Open Session) – October 27, 2021	1-4
7. Communications	
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A. Managing Director	
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9. Action Items	
A. Ordinance 2021-3 – General Tax Levy Ordinance for 2021	34-35
B. Development Agreement between MTD and Core Champaign Hockey, LLC	36-64
C. Hydrogen Station (Trillium) Change Orders #8 and #10	65-72
10. Closed Session	
Closed Session to Consider the Purchase or Lease of Real Property for Use by MTD and to Consider Pending or Probable Litigation	



CHAMPAIGN-URBANA MASS TRANSIT DISTRICT BOARD MEETING

AGENDA

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11. Action Items (continued)	
D. Purchase Agreement for 1207 East University, Urbana	
E. Settlement Agreement between the United States of America (Department of Justice) and MTD	
F. Web Accessibility Policy	73-77
12. Next Meeting	
A. Regular Board of Trustees Meeting – Wednesday, January 26, 2022 – 3:00 p.m. – at Illinois Terminal, 45 East University, Champaign	
13. Adjournment	



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

MINUTES – SUBJECT TO REVIEW AND APPROVAL

DATE: Wednesday, October 27, 2021
TIME: 3:00 p.m.
PLACE: Illinois Terminal, 45 East University Avenue, Champaign, IL

The video of this meeting can be found at:
<https://www.youtube.com/CUMTD>

Trustees:

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

Advisory Board:

Present	Absent
	Marty Paulins

MTD Staff: Karl Gnadt (Managing Director), Amy Snyder (Chief of Staff), Michelle Wright (Finance Director), Jane Sullivan (Grants & Governmental Affairs Director), Jay Rank (Operations Director), Josh Berbaum (Maintenance Director), Evan Alvarez (Special Services Manager), Nancy Rabel (Legal Counsel), Beth Brunk (Clerk)

Others Present:

MINUTES

1. Call to Order

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

2. Roll Call

Present (6) –Barnes, Chaplan, Delgado, Diel, Fiscella, Hannon

A quorum was declared present.

3. Approval of Agenda

MOTION by Ms. Chaplan to approve the agenda as distributed; seconded by Mr. Fiscella. Upon vote, the MOTION CARRIED.

4. Audience Participation

None

1
2 **5. Approval of Minutes**

3 **A. Board Meeting Open Session – September 29, 2021**

4
5 MOTION by Ms. Chaplan to approve the open session minutes of the September 29, 2021 MTD
6 Board meeting as distributed; seconded by Mr. Hannon. Upon vote, the MOTION CARRIED.

7
8 **B. Board Meeting Closed Session – September 29, 2021**

9
10 MOTION by Ms. Chaplan to approve the closed session minutes of the September 29, 2021 MTD
11 Board meeting as distributed; seconded by Mr. Barnes. Upon vote, the MOTION CARRIED.

12
13 **6. Communications**

14 None

15
16 **7. Reports**

17 **A. Managing Director**

18 Mr. Gnadt reviewed September statistics. Ridership was up 186% from last year primarily due to
19 the return of in-person instruction at the University. Revenue has significantly increased due to
20 the return to fare collection and full contract payments from the University. Mr. Gnadt thanked all
21 the Trustees who attended the unveiling of our new hydrogen buses event on October 14th and
22 showed a brief highlight video clip of the celebration. MTD has instituted on-site COVID testing
23 through the OSF Shield system for employees.

24
25 **8. Action Items**

26 **A. Resolution No. 2021-5 – Determining the Amount of Money Necessary to be Raised by the**
27 **Tax Levy**

28 Annually, MTD complies with taxation laws by Board approval of an estimated tax levy. Mr. Gnadt
29 noted that the proposed amount of money to be raised by the tax levy is a 17.38% increase from
30 last year. With this amount, the District will be able to capture newly assessed value from
31 properties coming on the tax rolls including Carle and OSF properties if they become non-tax
32 exempt. This court case for hospital real estate tax exemption status is still being decided, as the
33 latest ruling has been appealed. If the court case is not resolved, the rate that will be used is the
34 Consumer Price Index (CPI) which was 1.4% last year. Mr. Gnadt noted that several local agencies
35 are using the same methodology until the court case has been decided.

36
37 MOTION by Mr. Fiscella to approve the proposed amount of money to be raised by the tax levy
38 to be the same amount as last year; motion not seconded.
39 The MOTION FAILED.

40
41 MOTION by Mr. Hannon to adopt Resolution No. 2021-5 determining \$11,315,223 to be the
42 amount of money necessary to be raised by the tax levy for revenue year 2021 payable in
43 2022; seconded by Ms. Chaplan.

44
45 **Roll Call:**

46 **Aye (5) – Barnes, Chaplan, Delgado, Diel, Hannon**
47 **Nay (1) – Fiscella**

48
49 **The MOTION CARRIED.**

50
51 **B. Village of Rantoul Eagle Express Transportation Service (C-CARTS) Intergovernmental**
52 **Agreement**

53 **Evan Alvarez explained that this renewal will continue the Eagle Express bus service within the**

1 Village of Rantoul to October 31, 2022. The service has been in place for 5 years and primarily
2 transports workers in the factory district during peak hours from Monday through Friday. The
3 one-year agreement is primarily the same as the last contract with a 3% rate increase. The Village
4 of Rantoul Board approved this agreement at their October 12, 2021 meeting.
5

6 MOTION by Mr. Barnes to authorize the Managing Director to execute the Rantoul Transportation
7 Service Program (C-CARTS) Intergovernmental Agreement between MTD, Rural Transit Advisory
8 Group, Champaign County Regional Planning Commission, and Village of Rantoul from November
9 1, 2021 to October 31, 2022; seconded by Mr. Fiscella. Upon vote, the MOTION CARRIED.

10
11 **C. Smoke and Tobacco Free Policy**

12 MTD provides public services that must be safe, healthy, and equitable for all passengers,
13 employees, and community members. With the approval of this policy, smoking and the use of
14 tobacco products, cannabis, electronic cigarettes, and vaporizers on MTD properties will be
15 prohibited as of January 1, 2022. Ms. Snyder presented this policy at the September Board
16 meeting at which time opened a 30-day period of public comment. Public input, that will close
17 tomorrow, has overwhelmingly affirmed this policy. If the Board approves this policy, staff will
18 begin a 2-month period educating employees and the public.
19

20 MOTION by Ms. Chaplan to approve the MTD Smoke and Tobacco Free Policy which would
21 prohibit smoking and the use of tobacco products, cannabis, electronic cigarettes, and
22 vaporizers on all District properties beginning on January 1, 2022; seconded by Mr. Hannon.
23 Upon vote, the MOTION CARRIED.
24

25 **D. Urbana School District 116 Transportation Agreement for 2021-2022**

26 This annual Agreement between MTD and the Urbana School District #116 provides
27 transportation for Urbana Middle School and High School students. The partnership with MTD
28 and the Urbana School District has been in place since 1987.
29

30 MOTION by Mr. Fiscella to authorize the Managing Director to execute the Transportation
31 Agreement between MTD and the Urbana School District #116 for the 2021-2022 school year;
32 seconded by Ms. Chaplan. Upon vote, the MOTION CARRIED.
33

34 **E. Bus Procurement Purchase Order**

35 The District has a standing 5-year bus procurement contract with New Flyer of America. MTD is
36 requesting approval to purchase four 60' diesel electric hybrid buses to replace the remaining
37 standard diesel buses in the fleet that are 21 years old. When replaced, MTD's entire fleet will be
38 100% low- or no-emission.
39

40 Additionally, MTD is also requesting approval to purchase four hybrid buses that will be used to
41 expand the fleet. At peak service times, MTD is pressed to have enough buses on the street to
42 provide service. The District needs to expand the fleet to allow for the new 24 Link route,
43 preventative and unscheduled maintenance downtime, and increased road training classes.
44

45 The total of both New Flyer contracts for 8 new buses is \$6,630,939.48 that will be 100% funded
46 from the American Rescue Plan Act of 2021 (ARP).
47

48 MOTION by Mr. Barnes to authorize the Managing Director to issue a \$6,630,939.48 purchase
49 order for four 60' and four 40' diesel electric hybrid buses to New Flyer of America; seconded by
50 Mr. Fiscella.
51

52 **Roll Call:**

53 **Aye (6) – Barnes, Chaplan, Delgado, Diel, Fiscella, Hannon**

1 Nay (0)

2
3 The MOTION CARRIED.

4
5 **F. INIT MOBILE-ECO² Vehicle Pilot Project**

6 Jay Rank, Operations Director, proposed the purchase of an INIT software package, MOBILE-ECO²
7 that will assist Operations and Maintenance. In Operations, the software will monitor operator
8 driving behavior such as excessive revving and braking, harsh turns, and extensive idling, through
9 sensors. This will provide an opportunity for coaching the operators to improve their driving skills
10 and thereby enhance passenger experience and fuel economy. Maintenance will benefit from
11 cellular real time data on vehicle readings and alerts. Technicians can be proactive in knowing
12 what equipment to bring to a road call.

13
14 The initial request for the pilot program is to install the software on 16 buses for \$79,932.
15 Depending on the success of the project, Maintenance can expand to other cellular buses for
16 \$2,496 per vehicle. The funding will come from 65% state money through the Illinois Downstate
17 Operating Assistance Program (DOAP) and 35% through local funds.

18
19 MOTION by Mr. Hannon to authorize the Managing Director to proceed with the 16 vehicle
20 MOBILE-ECO² pilot project in the amount of \$79,932 pending IDOT concurrence; seconded by Ms.
21 Chaplan.

22
23 Roll Call:

24 Aye (6) – Barnes, Chaplan, Delgado, Diel, Fiscella, Hannon

25 Nay (0)

26
27 The MOTION CARRIED.

28
29 **9. Next Meeting**

- 30 A. Public Hearing for Tax Levy and Regular Board of Trustees Meeting – Wednesday,
31 December 8, 2021 – 3:00 p.m. at Illinois Terminal – 45 East University Avenue,
32 Champaign

33
34 **10. Adjournment**

35 MOTION by Mr. Hannon to adjourn the meeting; seconded by Ms. Chaplan. Upon vote, the
36 MOTION CARRIED.

37
38 Mr. Diel adjourned the meeting at 4:19 p.m.

39
40
41 Submitted by:

42
43
44 _____
45 Clerk

46
47
48
49 Approved:

50
51 _____
52 Board of Trustees Chair
53



Champaign-Urbana Mass Transit District

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

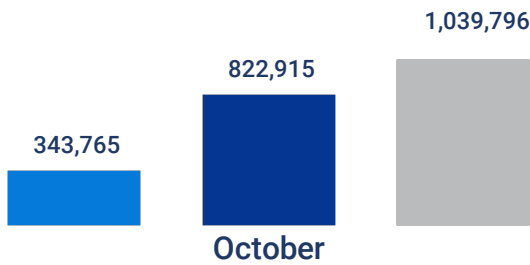
December, 2021

RIDERSHIP

Monthly Ridership

- FY2021
- FY2022
- 5 Year Average

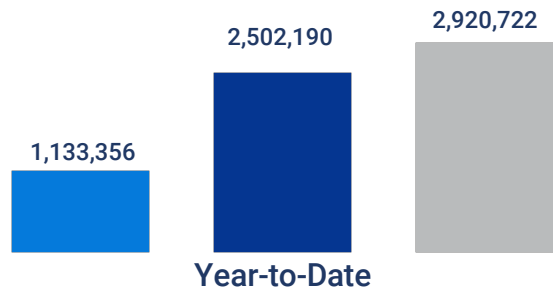
↑ 139.38%
↓ -20.86%



Year-to-Date Ridership

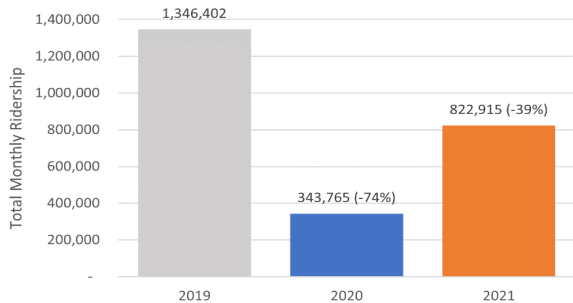
- FY2021
- FY2022
- 5 Year Average

↑ 120.78%
↓ -14.33%

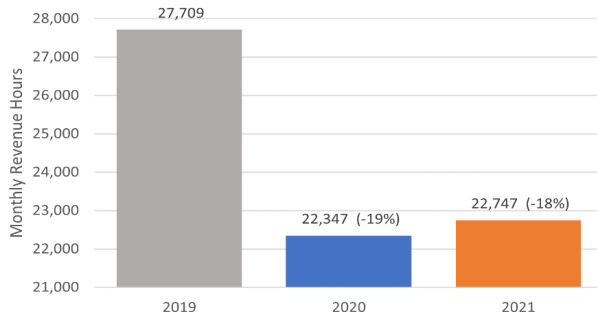


There were 822,915 rides in October 2021; more than last October, but down ~28,000 from September 2021. Losses were felt across day types, but were concentrated on campus service during weekday daytime and on Sundays. This is most likely due to the significant loss in service hours (-18%, which is nearly the same service level as last year) due to the ongoing employee shortage.

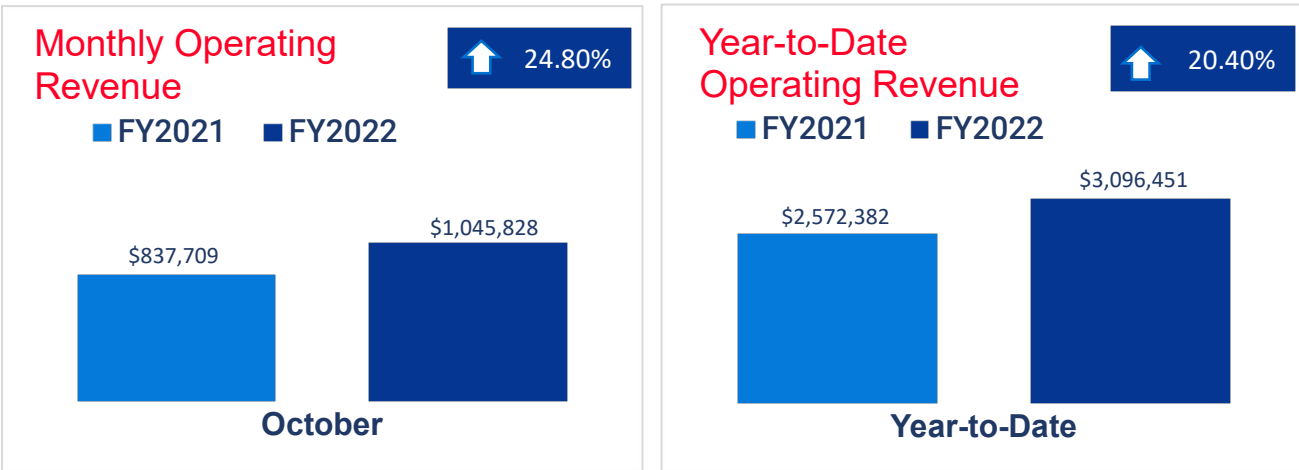
October Ridership by Year



Passenger Revenue Hours, October 2019 - 2021

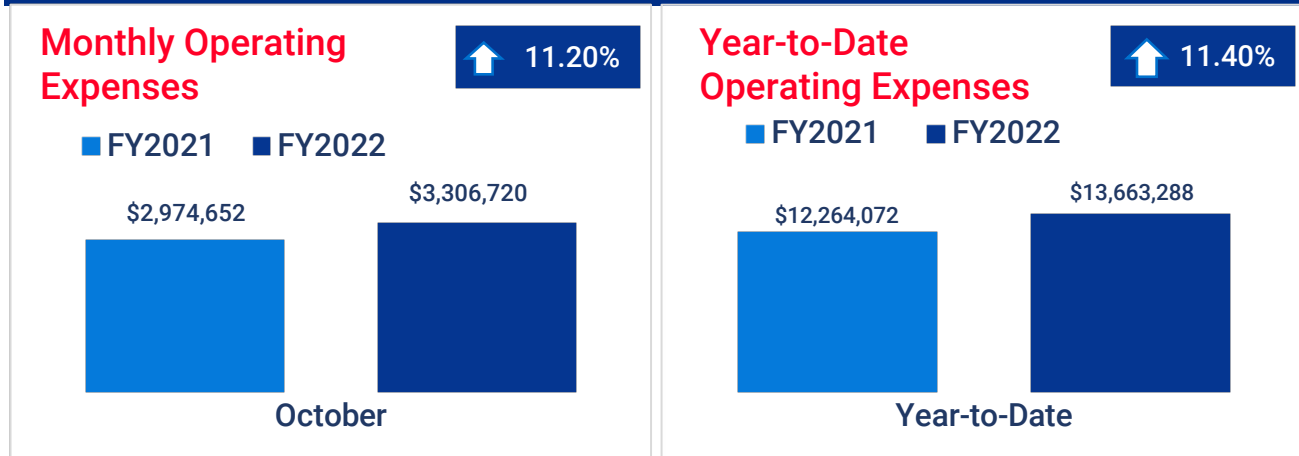


OPERATING REVENUE



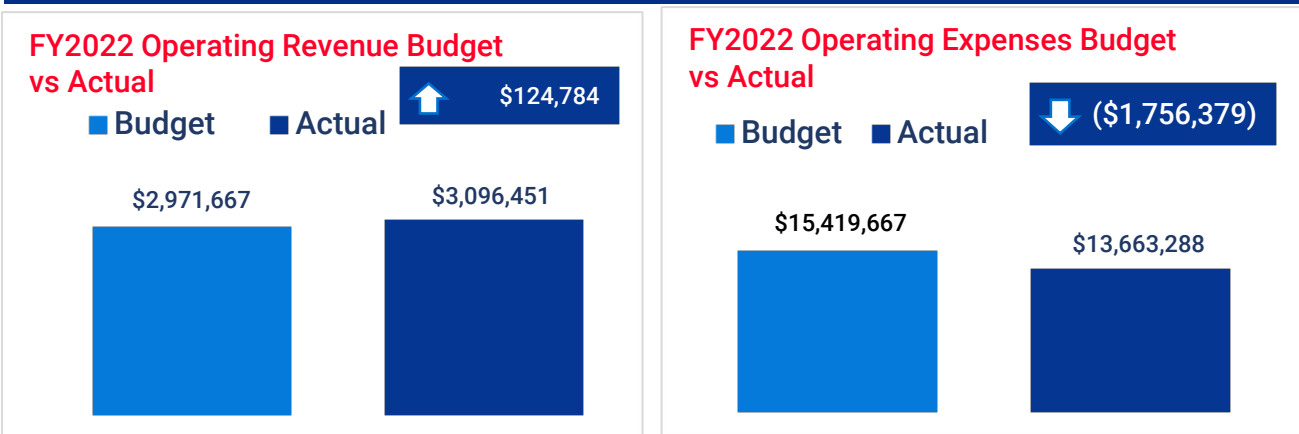
October, 2021 operating revenue was 24.80% above October, 2020, and year-to-date operating revenue was 20.40% above FY2021.

OPERATING EXPENSES



October operating expenses were 11.20% above October, 2020. Year-to-date operating expenses were 11.40% above FY2021.

YEAR-TO-DATE REVENUE & EXPENSES



Year-to-date operating revenues were \$124,784 above budget while operating expenses were \$1,756,379 below budget.

MANAGING DIRECTOR'S NOTES

- 1) As noted at the October 27, 2021, the public comment period for the District's proposed No Smoking Policy was still technically open at the time. We did receive one additional comment before it closed. It was from Lili Welsch and the comment was:

"I agree to making the bus terminals and stops smoke free. I've had countless times where someone would come sit right next to me at the terminal and light up a cigarette, even if the entire terminal was empty. As someone who has been smoke free for nearly 2 years, this is detrimental to both my harsh cravings and my lung health, and I think making the stops smoke free would help both me and other people who have stopped smoking or have breathing related diseases or disorders."

- 2) In November 2021, the District experienced a phenomenon for the first time since the 1970s. No local provider of diesel fuel was able to deliver. The Champaign Marathon terminal has intermittently been completely out of fuel due to an ongoing mechanical problem. We have twice become dangerously low on fuel, but our parts department was able to finally get deliveries from a depot in Chicago, avoiding an all-out crises. However, the delivery charges are significantly higher due to the distance of the delivery.

- 3) Typically, we offer the opportunity to be promoted from Part-time Bus Operator to Full-time twice a year, for the beginning of the Fall and Spring semesters. And until this past Fall, there was criteria that each Operator must meet or exceed, including minimum hours worked, length of service, one or fewer preventable accidents, one or fewer "No Show" absences, and a few others. Since we have an Operator shortage and we are looking to guarantee more hours for the Fall Board, we waived those criteria and offered Full-time positions to the 10 highest seniority Part-time Operators who were interested.

Based on our current seniority list and a projection for who will retire soon, we offered 15 Full-time slots for the Spring Board. This got us all the way through our current Part-time Operators and through our Trainees. Eleven have accepted the position and will move into Full-time starting December 19th. This should take us up to 133 Full-time Operators of our budgeted number of 140.

The exciting part about this process, is that now we have offered the opportunity to go Full-time to all of our Part-time Operators and Trainees. We have seven slots available to be filled with potential Operators who have yet to start training and better yet, we can start promoting the opportunity to help entice future employees. Details need to be finalized, but we are now one step closer to moving forward with this effort.

- 4) The Spring Board pick for Full-Time Operators has finished and the Part-Time Board pick began the week of November 29. This Board is unique for a number of reasons. We removed the "Jenga" runs, which were cut starting October 4, along with some of the weekend Jenga runs that had not previously been cut. The goal of cutting the weekend runs is to move more of our resources into the weekday service, where it may be more useful. Since there is less service offered on this Spring Board, there are fewer runs. We needed to offer more Extra Board slots than usual, which are essentially picks that Operators sign up for where the runs will be assigned to them based on what needs to be filled. In an effort to help the Schedulers with last minute absences and to try to keep from moving Operators from their picks unnecessarily, we offered a new pick option called, "Extra Board Plus." This is a pick where run assignments would not be filled until the day before and could be switched the day of, in order to cover runs that are deemed more important.

There are many benefits to this system. The benefit to the Operators who pick this type of run is that they get a \$2/hour incentive for their flexibility. The benefit to other Operators is that the Extra Board Plus Operators should be the ones that are called on to switch their assignment in a pinch, which should leave everyone else on their scheduled run. The benefit to the public is that we have identified a few runs that would be the first to cut, if necessary, and that would be more consistent, rather than scrambling at the last minute or cutting the runs where the Operator is absent. Again, this is a new concept yet to be tested. Hopefully this is a short-term

fix for a short-term issue, but we will continue to evaluate in case we need to use it again or tweak it to improve.

5) Human Resources facilitated the first round of interviews for our vacant Operations (Street) Supervisor interviews during the week of November 15, 2021. Bus Operators are invited to participate in the process and Operators who express interest are then selected for the interview committee based on a fair rotation with priority given to ones who have never had the chance to do it in the past. A committee of four Operators, one current Street Supervisor, and the HR Director interviewed the seven candidates, narrowing it down to the top three who went onto a second round with the leadership team of the Operations Department. The four candidates who were not selected were contacted personally and provided both positive feedback and suggestions for improvement if they wanted to try for a supervisor position in the future.

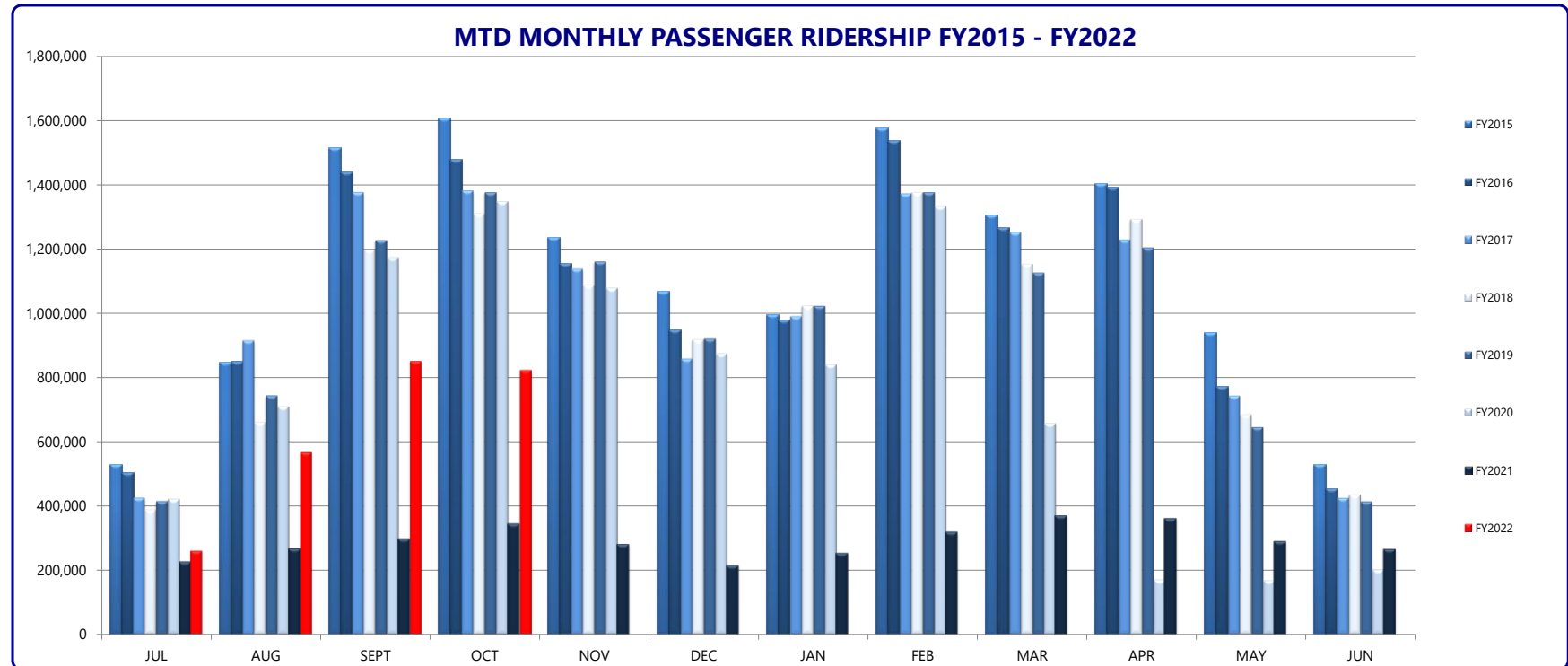
Bus and Radio Operator, Demarco Wright has been selected as the new Operations Supervisor. He has demonstrated a consistent professional composure in times of stress, both as a Radio Operator in Control, and as an Operator on the street. He has demonstrated an ability to de-escalate situations and communicate with the public and with co-workers in a manner which displays the District's commitment to Supervisors' coaching and mentoring.

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

	Oct-21	Oct-20	% Change	FY22 YTD	FY21 YTD	% Change
Adult Rides	20,056	22,776	-11.9%	74,849	107,000	-30.0%
School Rides	34,026	464	7233.2%	81,071	2,375	3313.5%
DASH/Senior - E & D Rides	30,474	6,673	356.7%	82,135	29,084	182.4%
U of I Faculty/Staff Rides	20,932	4,572	357.8%	75,714	13,980	441.6%
Annual Pass	31,051	8,389	270.1%	80,832	32,940	145.4%
U of I Student Rides	661,067	294,364	124.6%	2,036,500	925,992	119.9%
All Day Passes	713	81	780.2%	1,943	501	287.8%
Transfers	6,041	134	4408.2%	16,530	1,087	1420.7%
Saferides	2,114	1,858	13.8%	3,913	2,615	49.6%
West Connect	18	77	-76.6%	528	334	58.1%
Monthly Pass	7,033	1,429	392.2%	19,646	8,292	136.9%
Veterans Pass	2,392	233	926.6%	5,844	1,065	448.7%
Total Unlinked Passenger Rides	815,917	341,050	139.2%	2,479,506	1,125,265	120.3%
Half-Fare Cab Subsidy Rides	120	193	-37.8%	537	598	-10.2%
ADA Rides	6,878	2,522	172.7%	22,147	7,493	195.6%
TOTAL	822,915	343,765	139.4%	2,502,190	1,133,356	120.8%

	Oct-21	Oct-20
Weekdays	21	22
UI Weekdays	21	22
Saturdays	5	5
UI Saturdays	5	5
Sundays	5	4
UI Sundays	5	4
Champaign Schools Days	19	0
Urbana School Days	21	22*
Holidays	0	0
Average Temperature	60	52
Total Precipitation	5.39	1.64
Average Gas Price	\$3.38	\$2.18

	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022
JUL	529,018	503,481	424,915	389,398	415,476	420,729	226,004	260,815
AUG	848,165	851,098	914,496	661,178	743,728	708,465	266,497	567,618
SEPT	1,514,019	1,439,491	1,375,803	1,197,928	1,226,527	1,172,335	297,090	850,842
OCT	1,606,340	1,478,275	1,380,990	1,310,380	1,375,516	1,346,402	343,765	822,915
NOV	1,236,071	1,153,897	1,137,573	1,087,343	1,160,184	1,076,993	279,977	
DEC	1,068,608	949,030	857,837	917,782	920,718	873,429	214,183	
JAN	996,469	977,223	989,700	1,022,713	1,022,403	838,969	252,336	
FEB	1,576,687	1,537,540	1,371,778	1,375,553	1,375,560	1,331,716	318,071	
MAR	1,305,425	1,266,676	1,251,352	1,153,015	1,125,644	656,224	368,540	
APR	1,402,475	1,391,286	1,228,127	1,292,424	1,203,603	169,747	360,134	
MAY	940,147	770,860	742,253	684,678	645,383	168,484	289,030	
JUN	528,360	451,663	424,219	435,993	414,421	201,092	264,733	
TOTAL	13,551,784	12,770,520	12,099,043	11,528,385	11,629,163	8,964,585	3,480,360	2,502,190



Route Performance Report

October 2021

Weekdays

	Passengers	Revenue Hours	Passengers Per Revenue Hour	Revenue Hour Performance Comparison +	Revenue Miles	Passengers Per Revenue Mile	Revenue Mile Performance Comparison +
Daytime Campus Fixed Route	285,822	3,516.22	81.29		38,699.92	7.39	
1 Yellow Hopper	14,789	271.05	54.56	0.67	2,600.26	5.69	0.77
10 Gold Hopper	23,742	353.40	67.18	0.83	4,258.80	5.57	0.75
12 Teal	38,620	397.48	97.16	1.20	4,240.94	9.11	1.23
13 Silver	40,164	379.95	105.71	1.30	4,425.42	9.08	1.23
21 Raven	8,988	199.50	45.05	0.55	2,109.00	4.26	0.58
22 Illini	144,484	1,469.24	98.34	1.21	15,690.79	9.21	1.25
24 Link	15,035	445.60	33.74	0.42	5,374.70	2.80	0.38
Daytime Community Fixed Route	301,631	11,025.62	27.36		153,225.92	1.97	
1 Yellow	52,794	1,329.90	39.70	1.45	17,625.11	3.00	1.52
2 Red	28,093	1,088.33	25.81	0.94	14,352.29	1.96	0.99
3 Lavender	17,358	627.58	27.66	1.01	8,540.83	2.03	1.03
4 Blue	13,061	527.52	24.76	0.91	6,545.31	2.00	1.01
5 Green	42,119	1,213.80	34.70	1.27	16,127.87	2.61	1.33
5 Green Express	10,265	327.27	31.37	1.15	5,030.13	2.04	1.04
5 Green Hopper	21,028	572.46	36.73	1.34	7,572.90	2.78	1.41
6 Orange	12,949	720.79	17.96	0.66	9,273.55	1.40	0.71
6 Orange Hopper	5,248	271.55	19.33	0.71	3,192.83	1.64	0.83
7 Grey	23,731	1,056.82	22.46	0.82	14,452.21	1.64	0.83
8 Bronze	6,771	303.51	22.31	0.82	4,479.90	1.51	0.77
9 Brown	28,103	1,204.79	23.33	0.85	16,592.77	1.69	0.86
10 Gold	26,826	808.52	33.18	1.21	11,600.97	2.31	1.17
11 Ruby	305	112.90	2.70	0.10	2,146.76	0.14	0.07
14 Navy	6,332	441.95	14.33	0.52	8,425.84	0.75	0.38
16 Pink	6,648	417.93	15.91	0.58	7,266.65	0.91	0.46

* 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.

	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	57,162	1,103.70	51.79		13,058.17	4.38	
120 Teal	12,811	289.80	44.21	0.85	3,387.48	3.78	0.86
130 Silver	4,752	152.70	31.12	0.60	1,811.83	2.62	0.60
220 Illini	39,599	661.20	59.89	1.16	7,858.86	5.04	1.15
Evening Community Fixed Route	36,714	1,799.85	20.40		25,687.90	1.43	
50 Green	10,752	440.52	24.41	1.20	6,203.14	1.73	1.21
50 Green Hopper	6,616	233.98	28.28	1.39	3,147.41	2.10	1.47
70 Grey	4,093	333.72	12.26	0.60	4,749.20	0.86	0.60
100 Yellow	14,247	623.48	22.85	1.12	8,459.95	1.68	1.18
110 Ruby	591	73.48	8.04	0.39	1,225.71	0.48	0.34
180 Lime	415	94.67	4.38	0.21	1,902.50	0.22	0.15
Total	681,329	17,445.39	39.05		230,671.91	2.95	

* 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

October 2021

Weekends

	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	16,747	307.33	54.49		3,467.03	4.83	
120 Teal	6,128	118.17	51.86	0.95	1,287.42	4.76	0.99
130 Silver	4,768	91.25	52.25	0.96	1,082.60	4.40	0.91
220 Illini	5,851	97.92	59.75	1.10	1,097.01	5.33	1.10
Saturday Daytime Community	29,823	1,154.67	25.83		16,110.67	1.85	
20 Red	3,644	162.03	22.49	0.87	2,115.04	1.72	0.93
30 Lavender	1,859	108.42	17.15	0.66	1,679.09	1.11	0.60
50 Green	8,317	224.82	36.99	1.43	2,903.00	2.86	1.55
70 Grey	4,798	229.17	20.94	0.81	3,083.49	1.56	0.84
100 Yellow	9,828	272.90	36.01	1.39	3,657.54	2.69	1.45
110 Ruby	739	52.58	14.05	0.54	887.19	0.83	0.45
180 Lime	638	104.75	6.09	0.24	1,785.31	0.36	0.19
Saturday Evening Campus Fixed	23,401	471.85	49.59		5,596.42	4.18	
120 Teal	2,719	73.50	36.99	0.75	806.54	3.37	0.81
130 Silver	3,324	80.03	41.53	0.84	938.74	3.54	0.85
220 Illini	17,358	318.32	54.53	1.10	3,851.13	4.51	1.08
Saturday Evening Community	12,298	465.76	26.40		6,443.87	1.91	
50 Green	4,346	110.58	39.30	1.49	1,514.75	2.87	1.50
50 Green Hopper	2,524	50.00	50.48	1.91	645.05	3.91	2.05
70 Grey	1,118	89.42	12.50	0.47	1,211.16	0.92	0.48
100 Yellow	4,114	161.96	25.40	0.96	2,150.25	1.91	1.00
110 Ruby	104	16.13	6.45	0.24	275.10	0.38	0.20
180 Lime	92	37.67	2.44	0.09	647.55	0.14	0.07

* 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.

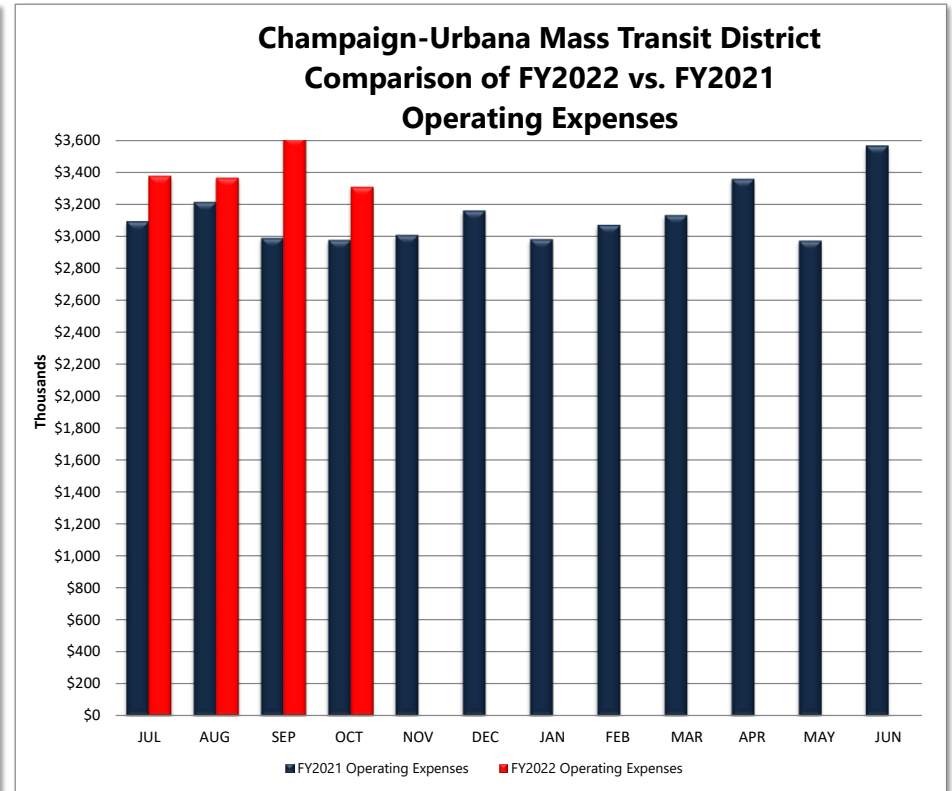
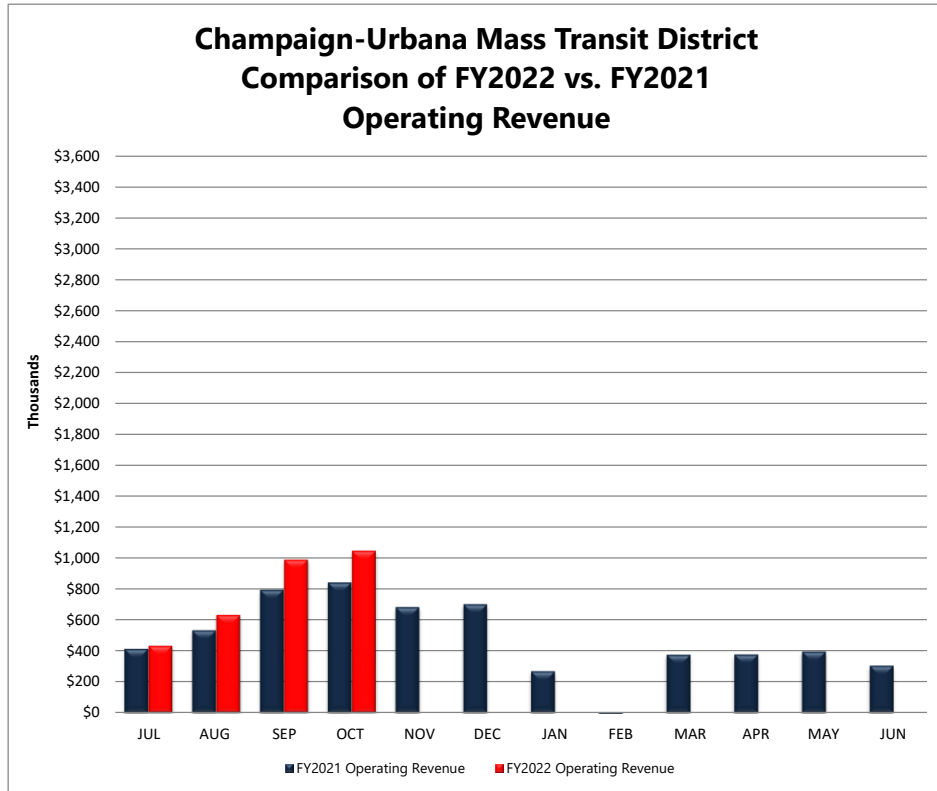
	Passengers	Revenue Hours	Passengers Per Revenue Hour	Revenue Hour Performance Comparison +	Revenue Miles	Passengers Per Revenue Mile	Revenue Mile Performance Comparison +
Sunday Daytime Campus Fixed Route	12,403	248.67	49.88		2,813.68	4.41	
120 Teal	4,497	85.92	52.34	1.05	936.75	4.80	1.09
130 Silver	3,979	79.42	50.10	1.00	943.67	4.22	0.96
220 Illini	3,927	83.33	47.12	0.94	933.26	4.21	0.95
Sunday Daytime Community Fixed Route	17,487	756.00	23.13		10,751.29	1.63	
30 Lavender	1,358	89.33	15.20	0.66	1,381.15	0.98	0.60
50 Green	5,495	170.07	32.31	1.40	2,190.35	2.51	1.54
70 Grey	3,104	173.03	17.94	0.78	2,339.96	1.33	0.82
100 Yellow	6,835	208.40	32.80	1.42	2,794.38	2.45	1.50
110 Ruby	377	40.08	9.41	0.41	680.47	0.55	0.34
180 Lime	318	75.08	4.24	0.18	1,364.99	0.23	0.14
Sunday Evening Campus Fixed Route	15,795	411.33	38.40		4,852.82	3.25	
120 Teal	2,894	87.25	33.17	0.86	946.81	3.06	0.94
130 Silver	1,843	65.00	28.35	0.74	764.25	2.41	0.74
220 Illini	11,058	259.08	42.68	1.11	3,141.76	3.52	1.08
Sunday Evening Community Fixed Route	3,412	106.82	31.94		1,443.00	2.36	
50 Green	1,434	35.00	40.97	1.28	456.24	3.14	1.33
100 Yellow	1,978	71.82	27.54	0.86	986.76	2.00	0.85
Total	131,366	3,922.43	33.49		51,478.77	2.55	

* 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.

Champaign-Urbana Mass Transit District
 Comparison of FY2022 vs FY2021 Revenue and Expenses

December 1, 2021

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
FY2021 Operating Revenue	\$411,499	\$530,836	\$792,337	\$837,709	\$679,706	\$698,396	\$267,985	-\$292,381	\$374,248	\$376,023	\$395,103	\$303,367
FY2022 Operating Revenue	\$431,925	\$630,757	\$987,941	\$1,045,828								
FY2021 Operating Expenses	\$3,091,230	\$3,211,366	\$2,986,825	\$2,974,652	\$3,005,643	\$3,158,189	\$2,979,934	\$3,068,295	\$3,130,086	\$3,355,876	\$2,969,167	\$3,564,298
FY2022 Operating Expenses	\$3,376,362	\$3,364,007	\$3,616,199	\$3,306,720								
FY2021 Operating Ratio	13.31%	16.53%	26.53%	28.16%	22.61%	22.11%	8.99%	-9.53%	11.96%	11.20%	13.31%	8.51%
FY2022 Operating Ratio	12.79%	18.75%	27.32%	31.63%								



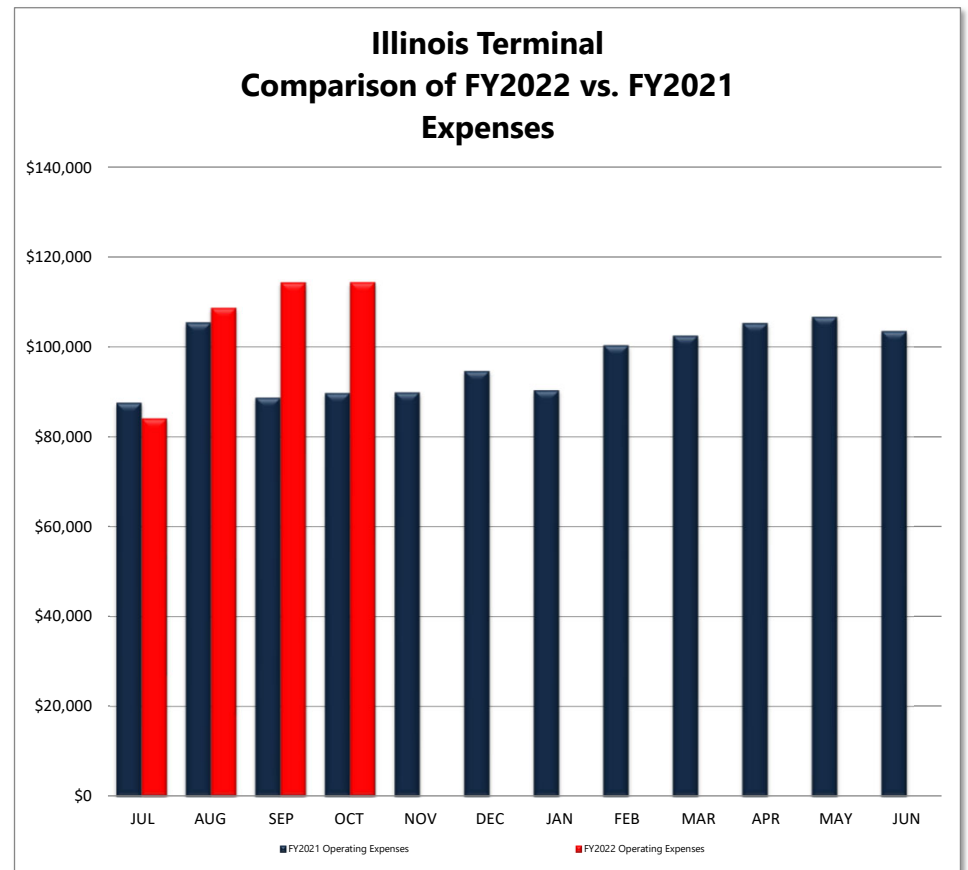
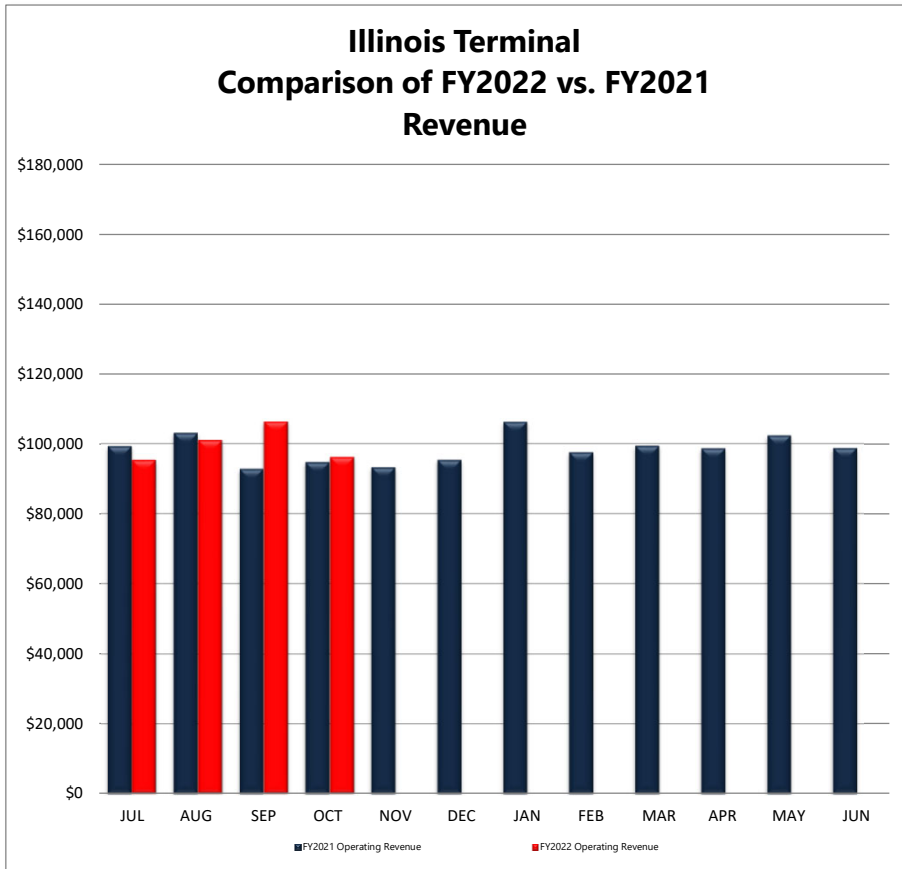
Champaign-Urbana Mass Transit District

November 18, 2021

Illinois Terminal

Comparison of FY2022 vs FY2021 Revenue and Expenses

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Last 12 Months
FY2021 Operating Revenue	\$99,240	\$102,981	\$92,748	\$94,686	\$93,211	\$95,267	\$106,177	\$97,470	\$99,331	\$98,575	\$102,292	\$98,681	Revenue
FY2022 Operating Revenue	\$95,339	\$100,982	\$106,285	\$96,121									\$1,189,731
FY2021 Operating Expense	\$87,571	\$105,427	\$88,769	\$89,728	\$89,841	\$94,686	\$90,344	\$100,347	\$102,468	\$105,247	\$106,662	\$103,482	Expenses
FY2022 Operating Expense	\$84,076	\$108,699	\$114,321	\$114,382									\$1,214,554
FY2021 Operating Ratio	113.3%	97.7%	104.5%	105.5%	103.8%	100.6%	117.5%	97.1%	96.9%	93.7%	95.9%	95.4%	Ratio
FY2022 Operating Ratio	113.4%	92.9%	93.0%	84.0%	-	-	-	-	-	-	-	-	98.0%



HOURS	Oct 2020	Oct 2021	% Change	FY2021 to Date	FY2022 to Date	% Change
Passenger Revenue	22,346.50	22,747.40	1.8%	82,917.13	87,139.70	5.1%
Vacation/Holiday/Earned Time	3,712.95	4,468.40	20.3%	25,942.29	27,517.41	6.1%
Non-Revenue	7,073.08	4,771.98	-32.5%	26,646.85	20,192.99	-24.2%
TOTAL	33,132.53	31,987.78	-3.46%	135,506.27	134,850.10	-0.48%

REVENUE/EXPENSES	Oct 2020	Oct 2021	% Change	FY2021 to Date	FY2022 to Date	% Change
Operating Revenue	\$837,709.42	\$1,045,828.09	24.8%	\$2,572,381.84	\$3,096,451.01	20.4%
Operating Expenses	\$2,974,651.62	\$3,306,719.76	11.2%	\$12,264,072.30	\$13,663,287.63	11.4%
Operating Ratio	28.16%	31.63%	12.3%	20.97%	22.66%	8.0%
Passenger Revenue/Revenue Vehicle Hour	\$34.13	\$41.63	22.0%	\$31.02	\$30.64	-1.2%

RIDERSHIP	Oct 2020	Oct 2021	% Change	FY2021 to Date	FY2022 to Date	% Change
Revenue Passenger	1,320,819	809,876	-38.7%	2,103,970	2,468,829	17.3%
Transfers	134	6,041	4408.2%	1,198	10,677	791.2%
Total Unlinked	341,050	815,917	139.2%	1,125,265	2,479,506	120.3%
ADA Riders	2,522	6,878	172.7%	7,493	22,147	195.6%
Half Fare Cab	193	120	-37.8%	598	537	-10.2%
TOTAL	343,765	822,915	139.38%	1,133,356	2,502,190	120.78%

PASSENGERS/REVENUE HOUR	Oct 2020	Oct 2021	% Change	FY2021 to Date	FY2022 to Date	% Change
Hour	15.26	35.87	135.0%	13.57	28.45	109.7%

Champaign Urbana Mass Transit District Budget Analysis Report

From Fiscal Year: 2022 From Period 4
Thru Fiscal Year: 2022 Thru Period 4

Division: 00 Champaign Urbana Mass Transit District

As of: 10/31/2021

Oct-2021	Budget This Period	Oct-2020	Act/Bgt Var %		Actual Ytd	Jul-2021 thru Oct-2021 Budget Ytd	Last Ytd	Act/Bgt Var %
4000000000 * * * * R E V E N U E * * * *								
4000000099 ** TRANSPORTATION REVENUE								
4010000000 * PASSENGER FARES								
29,454.45	41,666.67	-61.00	-29.31%	4010100000 FULL ADULT FARES	87,031.24	166,666.68	-73.00	-47.78%
140.00	1,250.00	12.00	-88.80%	4010300000 STUDENT FARES	1,515.00	5,000.00	330.00	-69.70%
0.00	0.00	0.00	0.00%	4010700000 FARE REFUNDS	-125.00	0.00	0.00	-100.00%
6,893.00	15,000.00	4,696.92	-54.05%	4010800000 ANNUAL PASS REVENUE	15,886.00	60,000.00	27,539.08	-73.52%
770.50	2,916.67	1,130.50	-73.58%	4011000000 HALF FARE CAB	3,439.00	11,666.68	3,912.00	-70.52%
3,785.00	3,750.00	28.00	0.93%	4011100000 ADA TICKETS & FARES	8,817.00	15,000.00	28.00	-41.22%
41,042.95	64,583.34	5,806.42	-36.45%	4019900099 * TOTAL PASSENGER FARES	116,563.24	258,333.36	31,736.08	-54.88%
4020000000 * SPECIAL TRANSIT & SCHOOL FARE								
779,500.00	516,666.67	649,021.27	50.87%	4020300000 U OF I CAMPUS SERVICE	2,290,045.00	2,066,666.68	1,999,341.68	10.81%
25,546.25	27,083.33	26,625.48	-5.68%	4020500000 ADA - U I & DSC CONTRACTS	102,185.00	108,333.32	106,501.92	-5.68%
101,694.12	60,416.67	82,407.78	68.32%	4030100000 SCHOOL SERVICE FARES	164,260.12	241,666.68	164,815.56	-32.03%
906,740.37	604,166.67	758,054.53	50.08%	4039999999 * TOTAL SPECIAL TRANSIT & SCHOO	2,556,490.12	2,416,666.68	2,270,659.16	5.79%
4060000000 *AUXILIARY TRANSPORTATION REVE								
1,965.25	1,666.67	1,178.75	17.91%	4060100000 I.T. COMMISSIONS	7,374.95	6,666.68	5,207.77	10.62%
27,562.66	16,666.67	12,982.50	65.38%	4060300000 ADVERTISING REVENUE	100,361.89	66,666.68	46,460.83	50.54%
29,527.91	18,333.34	14,161.25	61.06%	4069900098 *TOTAL AUXILIARY TRANSPORTATIO	107,736.84	73,333.36	51,668.60	46.91%
977,311.23	687,083.35	778,022.20	42.24%	4069900099 ** TOTAL TRANSPORTATION REVENU	2,780,790.20	2,748,333.40	2,354,063.84	1.18%
4070000000 ** NON-TRANSPORTATION REVENUE								
5,789.92	1,666.67	1,026.87	247.39%	4070100000 SALE OF MAINTENANCE SERVICES	9,186.32	6,666.68	6,231.82	37.79%
0.00	0.00	0.00	0.00%	4070200000 RENTAL OF REVENUE VEHICLES	0.00	0.00	0.00	0.00%
34,587.27	35,416.67	38,828.86	-2.34%	4070300000 BUILDING RENTAL - IL TERMINAL	144,869.08	141,666.68	156,238.98	2.26%
17,924.38	2,083.33	2,001.05	760.37%	4070300002 BUILDING RENTAL - 801 & 1101	71,697.52	8,333.32	8,004.20	760.37%
8,391.91	16,666.67	18,760.19	-49.65%	4070400000 INVESTMENT INCOME	50,178.80	66,666.68	62,382.25	-24.73%
-4,495.10	0.00	-5,449.07	-100.00%	4070400002 +/- FAIR VALUE OF INVESTMENT	-18,744.95	0.00	-23,752.53	-100.00%
26.51	0.00	0.00	100.00%	4070800000 OVER OR SHORT	240.37	0.00	0.00	100.00%
4,238.00	0.00	3,045.00	100.00%	4079800000 GAIN ON FIXED ASSET DISPOSAL	4,238.00	0.00	3,045.00	100.00%

Champaign Urbana Mass Transit District Budget Analysis Report

From Fiscal Year: 2022 From Period 4
Thru Fiscal Year: 2022 Thru Period 4

Division: 00 Champaign Urbana Mass Transit District

As of: 10/31/2021

Oct-2021	Budget This Period	Oct-2020	Act/Bgt Var %		Actual Ytd	Jul-2021 thru Oct-2021 Budget Ytd	Last Ytd	Act/Bgt Var %
2,053.97	0.00	1,474.32	100.00%	4079900001 OTHER NON-TRANSPORTATION REV	53,995.67	0.00	6,168.28	100.00%
68,516.86	55,833.34	59,687.22	22.72%	4079900099 ** TOTAL NON-TRANSPORTATION RE	315,660.81	223,333.36	218,318.00	41.34%
1,045,828.09	742,916.69	837,709.42	40.77%	4079999999 *** TOTAL TRANS & NON-TRANS REV	3,096,451.01	2,971,666.76	2,572,381.84	4.20%
4080000000 ** TAX REVENUE								
784,600.00	800,000.00	784,600.00	-1.93%	4080100000 PROPERTY TAX REVENUE	3,138,400.00	3,200,000.00	3,119,200.00	-1.93%
0.00	0.00	0.00	0.00%	4080100001 PROPERTY TAX - UNCOLLECTIBLE R	0.00	0.00	0.00	0.00%
0.00	12,500.00	0.00	-100.00%	4080600000 REPLACEMENT TAX REVENUE	106,356.90	50,000.00	54,365.84	112.71%
0.00	0.00	0.00	0.00%	4089900001 MISCELLANEOUS PROPERTY TAXES	0.00	0.00	0.00	0.00%
784,600.00	812,500.00	784,600.00	-3.43%	4089999999 ** TOTAL TAX REVENUE	3,244,756.90	3,250,000.00	3,173,565.84	-0.16%
4110000000 ** STATE GRANTS & REIMBURSEMEN								
2,140,000.00	3,062,489.08	1,908,837.45	-30.12%	4110100000 OPERATING ASSISTANCE - STATE	8,871,400.00	12,249,956.32	7,889,919.15	-27.58%
0.00	0.00	33,555.60	0.00%	4110100001 OPERATING ASSIST - DEBT SERVICE	0.00	0.00	488,345.79	0.00%
0.00	0.00	0.00	0.00%	4111000000 STATE GRANT REVENUE	0.00	0.00	1,377.30	0.00%
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	6,000.00	0.00%	4119900000 STATE REIMBURSEMENTS	0.00	0.00	6,000.00	0.00%
0.00	0.00	-6,000.00	0.00%	4119900001 STATE REIMB - PASS THRU \$	0.00	0.00	-6,000.00	0.00%
2,140,000.00	3,062,489.08	1,942,393.05	-30.12%	4119999999 ** TOTAL STATE GRANTS & REIMB	8,871,400.00	12,249,956.32	8,379,642.24	-27.58%
4130000000 ** FEDERAL GRANTS & REIMBURSE								
0.00	120,587.50	0.00	-100.00%	4130100000 OPERATING ASSISTANCE - FEDERAL	0.00	482,350.00	0.00	-100.00%
0.00	258,920.08	1,783,925.06	-100.00%	4130500000 FEDERAL GRANT REVENUE	809,368.00	1,035,680.32	2,061,449.03	-21.85%
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%
0.00	379,507.58	1,783,925.06	-100.00%	4139999999 ** TOTAL FEDERAL GRANTS & REIMB	809,368.00	1,518,030.32	2,061,449.03	-46.68%
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%
3,970,428.09	4,997,413.35	5,348,627.53	-20.55%	4999900099 **** TOTAL REVENUE ****	16,021,975.91	19,989,653.40	16,187,038.95	-19.85%

Champaign Urbana Mass Transit District

Budget Analysis Report

From Fiscal Year: 2022 From Period 4
 Thru Fiscal Year: 2022 Thru Period 4

Division: 00 Champaign Urbana Mass Transit District

As of: 10/31/2021

Oct-2021	Budget This Period	Oct-2020	Act/Bgt Var %		Actual Ytd	Jul-2021 thru Oct-2021 Budget Ytd	Last Ytd	Act/Bgt Var %
5000000000 * * * * E X P E N S E S * * * *								
5010000000 ** LABOR								
834,988.57	866,666.67	826,882.62	-3.66%	5010101000 OPERATORS WAGES	3,206,383.86	3,466,666.68	3,037,645.41	-7.51%
120,298.27	141,666.67	114,863.49	-15.08%	5010204000 MECHANICS WAGES - MAINT	492,865.62	566,666.68	416,257.24	-13.02%
63,462.42	83,333.33	63,570.20	-23.85%	5010304000 MAINTENANCE WAGES - MAINT	260,421.24	333,333.32	253,085.88	-21.87%
110,442.52	125,000.00	99,353.35	-11.65%	5010401000 SUPERVISORS SALARIES - OPS	459,376.80	500,000.00	423,387.31	-8.12%
18,349.85	22,083.33	26,048.66	-16.91%	5010404000 SUPERVISORS SALARIES - MAINT	77,927.15	88,333.32	109,574.40	-11.78%
67,845.40	91,666.67	77,576.64	-25.99%	5010501000 OVERHEAD SALARIES - OPS	334,634.95	366,666.68	318,117.14	-8.74%
30,142.78	39,583.33	37,711.83	-23.85%	5010504000 OVERHEAD SALARIES - MAINT	144,016.13	158,333.32	166,537.02	-9.04%
108,090.33	133,333.33	117,414.34	-18.93%	5010516000 OVERHEAD SALARIES - G&A	506,360.86	533,333.32	503,105.15	-5.06%
15,018.86	16,666.67	14,391.74	-9.89%	5010516200 OVERHEAD SALARIES - IT	63,710.51	66,666.68	61,074.68	-4.43%
14,028.99	25,000.00	14,040.79	-43.88%	5010601000 CLERICAL WAGES - OPS	56,046.98	100,000.00	48,054.79	-43.95%
0.00	4,166.67	0.00	-100.00%	5010604000 CLERICAL WAGES - MAINT	0.00	16,666.68	0.00	-100.00%
25,400.54	35,000.00	29,770.05	-27.43%	5010616000 CLERICAL WAGES - G&A	138,978.07	140,000.00	123,548.25	-0.73%
9,739.61	7,916.67	6,495.79	23.03%	5010616200 CLERICAL WAGES - IT	35,911.51	31,666.68	26,374.01	13.40%
11,695.92	16,250.00	10,762.26	-28.03%	5010716200 SECURITY WAGES - IT	40,225.84	65,000.00	42,618.05	-38.11%
-1,389.49	0.00	-3,335.06	-100.00%	5010801000 LABOR CREDIT - OPS	-4,782.25	0.00	-12,616.98	-100.00%
-2,343.59	0.00	-5,670.52	-100.00%	5010804000 LABOR CREDIT - MAINT	-10,024.80	0.00	-27,299.59	-100.00%
-5,087.54	0.00	-1,433.65	-100.00%	5010806000 LABOR CREDIT - G&A	-8,509.08	0.00	-8,826.90	-100.00%
10,316.29	10,000.00	7,732.45	3.16%	5010816200 MAINTENANCE WAGES - IT	45,795.92	40,000.00	36,852.51	14.49%
0.00	0.00	2,120.96	0.00%	5010901000 REDUCED/REASSIGNMNT PAY - OPS	0.00	0.00	17,204.06	0.00%
0.00	0.00	0.00	0.00%	5010904000 REDUCED/REASSIGNMNT PAY - MAIN	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-	0.00	0.00	5,012.81	0.00%
0.00	0.00	0.00	0.00%	5012001000 U OF I COVID ROUTE WAGES	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5013001000 COVID VACCINE INCENTIVE WAGES	5,000.00	0.00	0.00	100.00%
1,430,999.73	1,618,333.34	1,438,295.94	-11.58%	5019999000 ** TOTAL LABOR	5,844,339.31	6,473,333.36	5,539,705.24	-9.72%
5020000000 ** FRINGE BENEFITS								
88,116.53	104,166.67	85,357.06	-15.41%	5020101000 FICA - OPS	371,664.87	416,666.68	349,672.46	-10.80%
20,261.55	22,083.33	20,671.35	-8.25%	5020104000 FICA - MAINT	87,466.43	88,333.32	85,794.50	-0.98%
7,753.04	12,083.33	8,825.67	-35.84%	5020116000 FICA - G&A	40,893.93	48,333.32	39,539.81	-15.39%
3,697.33	4,166.67	3,160.57	-11.26%	5020116200 FICA - IT	15,105.91	16,666.68	12,876.25	-9.36%
198,679.91	191,666.67	191,561.23	3.66%	5020201000 IMRF - OPS	771,158.61	766,666.68	599,942.83	0.59%
46,990.39	41,666.67	47,137.80	12.78%	5020204000 IMRF - MAINT	274,917.47	166,666.68	146,694.41	64.95%
23,099.17	19,583.33	23,743.17	17.95%	5020216000 IMRF - G&A	78,006.96	78,333.32	76,442.51	-0.42%

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Division: 00 Champaign Urbana Mass Transit District

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Oct-2021	Budget This Period	Oct-2020	Act/Bgt Var %		Jul-2021 thru Oct-2021		Last Ytd	Act/Bgt Var %
					Actual Ytd	Budget Ytd		
8,280.12	6,250.00	6,969.44	32.48%	5020216200 IMRF - IT	24,570.23	25,000.00	21,590.06	-1.72%
302,850.46	308,333.33	316,727.08	-1.78%	5020301000 MEDICAL INSURANCE - OPS	1,189,587.71	1,233,333.32	1,222,680.04	-3.55%
69,932.20	66,666.67	64,589.60	4.90%	5020304000 MEDICAL INSURANCE - MAINT	275,253.32	266,666.68	258,618.80	3.22%
29,466.20	33,333.33	34,497.20	-11.60%	5020316000 MEDICAL INSURANCE - G&A	128,756.80	133,333.32	137,988.80	-3.43%
15,492.00	16,666.67	16,628.00	-7.05%	5020316200 MEDICAL INSURANCE - IT	61,968.00	66,666.68	65,531.00	-7.05%
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%
3,288.88	2,750.00	1,553.79	19.60%	5020501000 LIFE INSURANCE - OPS	5,316.20	11,000.00	6,528.49	-51.67%
1,051.54	500.00	466.97	110.31%	5020504000 LIFE INSURANCE - MAINT	1,538.11	2,000.00	1,887.48	-23.09%
326.34	500.00	172.97	-34.73%	5020516000 LIFE INSURANCE - G&A	3,134.31	2,000.00	3,326.88	56.72%
254.80	166.67	88.20	52.88%	5020516200 LIFE INSURANCE - IT	382.20	666.68	352.80	-42.67%
0.00	2,500.00	0.00	-100.00%	5020601000 OPEB EXPENSE - OPS	0.00	10,000.00	0.00	-100.00%
0.00	500.00	0.00	-100.00%	5020604000 OPEB EXPENSE - MAINT	0.00	2,000.00	0.00	-100.00%
0.00	250.00	0.00	-100.00%	5020616000 OPEB EXPENSE - G&A	0.00	1,000.00	0.00	-100.00%
0.00	83.33	0.00	-100.00%	5020616200 OPEB EXPENSE - IT	0.00	333.32	0.00	-100.00%
-123.63	4,166.67	951.91	-102.97%	5020701000 UNEMPLOYMENT INSURANCE - OPS	3,136.37	16,666.68	6,478.26	-81.18%
191.00	833.33	107.03	-77.08%	5020704000 UNEMPLOYMENT INSURANCE - MAIN	761.00	3,333.32	1,073.33	-77.17%
298.00	250.00	174.28	19.20%	5020716000 UNEMPLOYMENT INSURANCE - G&A	448.00	1,000.00	427.35	-55.20%
-366.00	250.00	147.05	-246.40%	5020716200 UNEMPLOYMENT INSURANCE - IT	134.00	1,000.00	997.41	-86.60%
-1,156.69	13,750.00	9,153.10	-108.41%	5020801000 WORKERS COMP INSURANCE - OPS	174,987.48	55,000.00	25,577.06	218.16%
3,587.00	12,500.00	1,926.77	-71.30%	5020804000 WORKERS COMP INSURANCE - MAIN	7,026.77	50,000.00	26,332.16	-85.95%
1,958.00	1,000.00	1,818.27	95.80%	5020816000 WORKERS COMP INSURANCE - G&A	5,779.27	4,000.00	7,105.93	44.48%
651.00	2,083.33	152.85	-68.75%	5020816200 WORKERS COMP INSURANCE - IT	1,895.85	8,333.32	629.40	-77.25%
125.04	17,083.33	0.00	-99.27%	5021001000 HOLIDAYS - OPS	39,128.96	68,333.32	42,935.20	-42.74%
0.00	5,416.67	0.00	-100.00%	5021004000 HOLIDAYS - MAINT	13,971.68	21,666.68	13,303.04	-35.52%
0.00	166.67	0.00	-100.00%	5021016000 HOLIDAYS - G&A	0.00	666.68	0.00	-100.00%
0.00	666.67	0.00	-100.00%	5021016200 HOLIDAYS - IT	2,313.12	2,666.68	1,166.32	-13.26%
19,117.52	50,000.00	18,639.61	-61.76%	5021101000 VACATIONS - OPS	191,120.25	200,000.00	214,513.58	-4.44%
12,978.88	15,000.00	8,614.00	-13.47%	5021104000 VACATIONS - MAINT	49,162.32	60,000.00	54,199.28	-18.06%
0.00	83.33	0.00	-100.00%	5021116000 VACATION - G&A	0.00	333.32	0.00	-100.00%
0.00	833.33	0.00	-100.00%	5021116200 VACATIONS - IT	4,887.20	3,333.32	471.68	46.62%
5,277.55	5,000.00	6,790.55	5.55%	5021201000 OTHER PAID ABSENCES - OPS	16,238.83	20,000.00	22,626.72	-18.81%
261.12	1,250.00	524.40	-79.11%	5021204000 OTHER PAID ABSENCES - MAINT	3,620.80	5,000.00	1,594.80	-27.58%
0.00	83.33	0.00	-100.00%	5021216000 OTHER PAID ABSENCES - G&A	480.96	333.32	0.00	44.29%
0.00	83.33	0.00	-100.00%	5021216200 OTHER PAID ABSENCES - IT	256.32	333.32	117.92	-23.10%
4,335.66	4,166.67	-414.03	4.06%	5021301000 UNIFORM ALLOWANCES - OPS	25,158.29	16,666.68	2,682.01	50.95%
78.19	2,250.00	1,302.90	-96.52%	5021304000 UNIFORM ALLOWANCES - MAINT	5,646.56	9,000.00	5,268.85	-37.26%

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					Actual Ytd	Budget Ytd		
193.13	416.67	142.66	-53.65%	5021316200 UNIFORM ALLOWANCES - IT	1,014.42	1,666.68	464.55	-39.14%
0.00	1,666.67	0.00	-100.00%	5021401000 OTHER FRINGE BENEFITS - OPS	0.00	6,666.68	2,182.07	-100.00%
0.00	1,666.67	0.00	-100.00%	5021404000 OTHER FRINGE BENEFITS - MAINT	350.00	6,666.68	602.01	-94.75%
4,020.00	5,000.00	7,559.36	-19.60%	5021416000 OTHER FRINGE BENEFITS - G&A	12,618.00	20,000.00	12,380.87	-36.91%
0.00	416.67	0.00	-100.00%	5021416200 OTHER FRINGE BENEFITS - IT	0.00	1,666.68	146.51	-100.00%
100,941.80	147,916.67	54,959.75	-31.76%	5021501000 EARNED TIME - OPS	526,999.08	591,666.68	346,580.61	-10.93%
26,253.26	25,000.00	12,350.00	5.01%	5021504000 EARNED TIME - MAINT	127,197.76	100,000.00	84,917.42	27.20%
2,843.15	2,500.00	832.73	13.73%	5021516200 EARNED TIME - IT	9,030.89	10,000.00	3,913.88	-9.69%
0.00	1,416.67	0.00	-100.00%	5021604000 TOOL ALLOWANCE - MAINT	11,026.41	5,666.68	11,194.79	94.58%
7,538.05	3,750.00	4,544.56	101.01%	5021701000 DISABILITY - OPS	16,026.97	15,000.00	15,665.80	6.85%
0.00	416.67	0.00	-100.00%	5021704000 DISABILITY - MAINT	0.00	1,666.68	681.24	-100.00%
0.00	83.33	0.00	-100.00%	5021716200 DISABILITY - IT	0.00	333.32	0.00	-100.00%
176.49	0.00	270.32	100.00%	5021801000 WORKERS COMP - PAYROLL - OPS	176.49	0.00	270.32	100.00%
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	22,916.67	0.00	-100.00%	5022001000 EARLY RETIREMENT PLAN - OPS	11,346.00	91,666.68	11,523.00	-87.62%
0.00	2,083.33	0.00	-100.00%	5022004000 EARLY RETIREMENT PLAN - MAINT	0.00	8,333.32	0.00	-100.00%
0.00	2,083.33	0.00	-100.00%	5022016000 EARLY RETIREMENT PLAN - G&A	0.00	8,333.32	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%
2,978.46	0.00	18,882.19	100.00%	5023001000 "SICK BANK" EXPENSES - OPS	54,999.58	0.00	107,637.53	100.00%
222.24	0.00	3,397.28	100.00%	5023004000 "SICK BANK" EXPENSES - MAINT	6,040.28	0.00	14,495.11	100.00%
0.00	0.00	0.00	0.00%	5023016000 "SICK BANK" EXPENSES - G&A	0.00	0.00	0.00	0.00%
0.00	0.00	1,752.55	0.00%	5023016200 "SICK BANK" EXPENSES - IT	954.16	0.00	3,057.75	100.00%
1,011,919.68	1,188,166.68	976,730.19	-14.83%	5029999900 ** TOTAL FRINGE BENEFITS	4,653,655.13	4,752,666.72	4,072,680.88	-2.08%
5030000000 ** SERVICES								
51,514.79	62,500.00	11,418.92	-17.58%	5030316000 PROFESSIONAL SERVICES - G&A	181,047.01	250,000.00	89,927.18	-27.58%
0.00	250.00	0.00	-100.00%	5030316200 PROFESSIONAL SERVICES - IT	60.53	1,000.00	759.00	-93.95%
11,186.58	0.00	0.00	100.00%	5030316300 PROFESSIONAL SERVICES - IT - NON	11,186.58	0.00	0.00	100.00%
8,642.00	18,750.00	10,870.00	-53.91%	5030316400 PROFESSIONAL SERVICES - G&A - N	28,366.00	75,000.00	37,256.52	-62.18%
0.00	0.00	0.00	0.00%	5030404000 TEMPORARY HELP - MAINT	0.00	0.00	0.00	0.00%
0.00	4,166.67	0.00	-100.00%	5030416000 TEMPORARY HELP - G&A	0.00	16,666.68	0.00	-100.00%
890.27	5,833.33	0.00	-84.74%	5030501000 CONTRACT MAINTENANCE - OPS	1,299.14	23,333.32	0.00	-94.43%
13,551.51	10,416.67	6,809.79	30.09%	5030504000 CONTRACT MAINTENANCE - MAINT	65,762.74	41,666.68	47,097.14	57.83%

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17,768.57	50,000.00	39,175.46	-64.46%	5030516000 CONTRACT MAINTENANCE - G&A	141,528.54	200,000.00	166,766.60	-29.24%
1,016.08	2,916.67	1,578.06	-65.16%	5030516200 CONTRACT MAINTENANCE - IT	6,156.07	11,666.68	9,211.24	-47.23%
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	3,750.00	0.00	-100.00%	5030801000 PRINTING SERVICES - OPS	894.06	15,000.00	15,234.26	-94.04%
0.00	83.33	0.00	-100.00%	5030804000 PRINTING SERVICES - MAINT	0.00	333.32	0.00	-100.00%
0.00	333.33	0.00	-100.00%	5030816000 PRINTING SERVICES - G&A	25,621.14	1,333.32	0.00	> 999.99%
0.00	83.33	340.00	-100.00%	5030816200 PRINTING SERVICES - IT	0.00	333.32	340.00	-100.00%
0.00	0.00	0.00	0.00%	5030816300 PRINTING SERVICES - IT - NON-REIM	0.00	0.00	0.00	0.00%
1,541.00	0.00	2,261.00	100.00%	5031216000 CABS	6,878.00	0.00	7,824.00	100.00%
2,897.48	3,333.33	-818.30	-13.08%	5039901000 OTHER SERVICES - OPS	7,669.62	13,333.32	518.02	-42.48%
2,667.47	500.00	0.00	433.49%	5039904000 OTHER SERVICES - MAINT	3,800.09	2,000.00	268.98	90.00%
354.90	8,333.33	250.00	-95.74%	5039916000 OTHER SERVICES - G&A	8,177.17	33,333.32	2,545.87	-75.47%
132.39	416.67	654.99	-68.23%	5039916200 OTHER SERVICES - IT	382.34	1,666.68	4,544.00	-77.06%
0.00	0.00	0.00	0.00%	5039916300 OTHER SERVICES - IT - NON-REIMB	0.00	0.00	245.00	0.00%
0.00	0.00	0.00	0.00%	5039916400 OTHER SERVICES - G&A - NON-REIM	0.00	0.00	0.00	0.00%
112,163.04	171,666.66	72,539.92	-34.66%	5039999900 ** TOTAL SERVICES	488,829.03	686,666.64	382,537.81	-28.81%
5040000000 ** MATERIALS & SUPPLIES CONSUM								
134,768.96	166,666.67	70,863.66	-19.14%	5040101000 FUEL & LUBRICANTS - OPS	501,517.94	666,666.68	278,934.56	-24.77%
13,070.00	10,416.67	8,159.69	25.47%	5040104000 FUEL & LUBRICANTS - MAINT	51,154.10	41,666.68	35,412.08	22.77%
13,920.65	12,500.00	14,338.07	11.37%	5040201000 TIRES & TUBES - OPS - MB DO	53,095.10	50,000.00	61,044.75	6.19%
668.67	833.33	458.31	-19.76%	5040204000 TIRES & TUBES - MAINT - DR DO	2,035.06	3,333.32	3,085.19	-38.95%
0.00	0.00	0.00	0.00%	5040206000 TIRES & TUBES - NON-REVENUE VEH	0.00	0.00	0.00	0.00%
1,159.19	4,166.67	-98.28	-72.18%	5040304000 GARAGE EQUIPMENT REPAIRS - MAI	3,543.42	16,666.68	4,623.45	-78.74%
21,882.46	12,500.00	4,713.66	75.06%	5040404000 BLDG & GROUND REPAIRS - MAINT -	37,071.28	50,000.00	25,859.28	-25.86%
256.18	4,166.67	620.00	-93.85%	5040404001 BLDG & GROUND REPAIRS - MAINT -	2,499.85	16,666.68	8,539.06	-85.00%
0.00	83.33	0.00	-100.00%	5040404002 BLDG & GROUND REPAIRS - MAINT -	0.00	333.32	426.00	-100.00%
7,123.28	10,833.33	2,337.69	-34.25%	5040416200 BLDG & GROUND REPAIRS - IT	19,264.21	43,333.32	10,542.54	-55.54%
8,238.95	0.00	1,776.92	100.00%	5040416300 BLDG & GROUND REPAIRS - IT - NON	10,569.77	0.00	3,897.87	100.00%
178.50	0.00	0.00	100.00%	5040416400 BLDG & GROUND REPAIRS - G&A - N	5,616.21	0.00	0.00	100.00%
15.70	0.00	0.00	100.00%	5040500001 REVENUE VEHICLE REPAIRS - CORE	-14.30	0.00	0.00	-100.00%
241,047.90	200,000.00	104,551.31	20.52%	5040504000 REVENUE VEHICLE REPAIRS	606,289.04	800,000.00	572,062.16	-24.21%
2,070.92	1,666.67	843.64	24.25%	5040604000 NON-REVENUE VEHICLE REPAIRS	4,200.30	6,666.68	5,586.66	-37.00%
4,341.33	5,416.67	3,453.60	-19.85%	5040704000 SERVICE SUPPLIES - MAINT	25,147.43	21,666.68	39,824.23	16.06%
279.49	2,333.33	1,545.59	-88.02%	5040716200 SERVICE SUPPLIES - IT	6,162.17	9,333.32	6,459.16	-33.98%
9,838.46	3,750.00	973.62	162.36%	5040801000 OFFICE SUPPLIES - OPS	16,205.55	15,000.00	4,263.17	8.04%
546.50	1,250.00	388.17	-56.28%	5040804000 OFFICE SUPPLIES - MAINT	6,049.22	5,000.00	3,140.48	20.98%

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1,187.91	1,250.00	80.56	-4.97%	5040816000 OFFICE SUPPLIES - G&A	2,363.72	5,000.00	1,672.44	-52.73%
221.06	500.00	81.58	-55.79%	5040816200 OFFICE SUPPLIES - IT	579.73	2,000.00	344.79	-71.01%
0.00	1,666.67	94.00	-100.00%	5040901000 COMPUTER & SERVER - MISC EXP'S -	80.00	6,666.68	1,239.66	-98.80%
0.00	1,666.67	0.00	-100.00%	5040904000 COMPUTER & SERVER - MISC EXP'S -	14,367.90	6,666.68	0.00	115.52%
3,928.27	6,666.67	6,040.84	-41.08%	5040916000 COMPUTER & SERVER - MISC EXP'S -	31,565.57	26,666.68	43,783.21	18.37%
0.00	416.67	625.09	-100.00%	5040916200 COMPUTER & SERVER - MISC EXP'S -	0.00	1,666.68	542.03	-100.00%
49.58	1,250.00	4,052.25	-96.03%	5041001000 SAFETY & TRAINING - OPS	567.44	5,000.00	4,448.88	-88.65%
88.34	2,083.33	0.00	-95.76%	5041004000 SAFETY & TRAINING - MAINT	88.34	8,333.32	0.00	-98.94%
1,656.04	6,666.67	1,529.05	-75.16%	5041104000 PASSENGER SHELTER REPAIRS	18,526.73	26,666.68	18,034.54	-30.52%
825.88	416.67	776.02	98.21%	5041201000 SMALL TOOLS & EQUIP - OPS	825.88	1,666.68	49,432.52	-50.45%
3,516.52	5,416.67	-10.89	-35.08%	5041204000 SMALL TOOLS & EQUIP - MAINT	9,717.25	21,666.68	2,240.87	-55.15%
0.00	7,916.67	0.00	-100.00%	5041216000 SMALL TOOLS & EQUIP - G&A	0.00	31,666.68	4,991.77	-100.00%
324.12	833.33	153.33	-61.11%	5041216200 SMALL TOOLS & EQUIP - IT	447.24	3,333.32	2,618.63	-86.58%
0.00	0.00	0.00	0.00%	5041216300 SMALL TOOLS & EQUIP - IT - NON-REI	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%
4,979.53	0.00	2,356.60	100.00%	5041404000 CAD/AVL,CAMERA,RADIO REPAIRS -	19,142.94	0.00	30,758.57	100.00%
683.01	0.00	75.39	100.00%	5041504000 ADA VEHICLE REPAIRS - MAINT	5,048.14	0.00	3,450.02	100.00%
476,867.40	473,333.36	230,779.47	0.75%	5049999900 ** TOTAL MATERIAL & SUPPLIES	1,453,727.23	1,893,333.44	1,227,258.57	-23.22%
5050000000 **UTILITIES								
41,597.19	58,333.33	33,065.92	-28.69%	5050216000 ** UTILITIES - G&A	167,600.25	233,333.32	139,548.75	-28.17%
3,812.44	9,166.67	7,339.29	-58.41%	5050216200 ** UTILITIES - IT	34,783.33	36,666.68	34,226.81	-5.14%
1,202.85	3,750.00	3,829.89	-67.92%	5050216300 ** UTILITIES - IT - NON-REIMB	16,307.18	15,000.00	16,262.37	8.71%
271.56	0.00	186.39	100.00%	5050216400 ** UTILITIES - G&A - NON-REIMB	1,132.71	0.00	780.90	100.00%
46,884.04	71,250.00	44,421.49	-34.20%	5059999900 **TOTAL UTILITIES	219,823.47	285,000.00	190,818.83	-22.87%
5060000000 ** CASUALTY & LIABILITY COSTS								
7,429.28	5,833.33	2,235.14	27.36%	5060104000 PHYSICAL DAMAGE PREMIUMS - MAI	29,717.12	23,333.32	9,061.56	27.36%
0.00	0.00	0.00	0.00%	5060116200 PHYSICAL DAMAGE PREMIUMS - IT	0.00	0.00	0.00	0.00%
-3,005.92	-2,083.33	0.00	44.28%	5060204000 PHYSICAL DAMAGE RECOVERIES - M	-16,392.36	-8,333.32	-11,096.83	96.71%
33,626.26	50,000.00	43,489.15	-32.75%	5060316000 PL & PD INSURANCE PREMIUMS - G&	135,524.04	200,000.00	174,984.60	-32.24%
0.00	0.00	0.00	0.00%	5060316200 PL & PD INSURANCE PREMIUMS - IT	0.00	0.00	0.00	0.00%
28,328.13	50,000.00	35,260.52	-43.34%	5060416000 UNINSURED PL & PD PAYOUTS - G&A	114,768.44	200,000.00	142,578.96	-42.62%
3,710.65	3,333.33	2,567.64	11.32%	5060816000 PREMIUMS-OTHER COPORATE INS.	14,842.60	13,333.32	10,180.56	11.32%
70,088.40	107,083.33	83,552.45	-34.55%	5069999900 ** TOTAL CASUALTY & LIABILITY	278,459.84	428,333.32	325,708.85	-34.99%

Champaign Urbana Mass Transit District Budget Analysis Report

From Fiscal Year: 2022 From Period 4
Thru Fiscal Year: 2022 Thru Period 4

Division: 00 Champaign Urbana Mass Transit District

As of: 10/31/2021

Oct-2021	Budget This Period	Oct-2020	Act/Bgt Var %		Actual Ytd	Jul-2021 thru Oct-2021 Budget Ytd	Last Ytd	Act/Bgt Var %
507000000 ** TAXES								
1,500.00	1,833.33	1,500.00	-18.18%	5070316000 PROPERTY TAXES	6,000.00	7,333.32	6,000.00	-18.18%
312.50	333.33	312.50	-6.25%	5070316400 PROPERTY TAXES - NON-REIMB	1,250.00	1,333.32	1,250.00	-6.25%
948.00	250.00	0.00	279.20%	5070401000 VEHICLE LICENSING FEES - OPS	948.00	1,000.00	1,550.00	-5.20%
0.00	0.00	0.00	0.00%	5070416000 VEHICLE LICENSING FEES - G&A	0.00	0.00	0.00	0.00%
2,633.40	3,333.33	2,625.08	-21.00%	5070501000 FUEL TAX	10,536.37	13,333.32	10,527.40	-20.98%
5,393.90	5,749.99	4,437.58	-6.19%	5079999900 ** TOTAL TAXES	18,734.37	22,999.96	19,327.40	-18.55%
5080100000 ** PURCHASED TRANSPORTATION								
0.00	11,666.67	0.00	-100.00%	5080116000 CABS (Closed - See GL 5031216000)	0.00	46,666.68	0.00	-100.00%
72,988.83	76,666.67	76,072.78	-4.80%	5080216000 ADA CONTRACTS	291,960.32	306,666.68	304,282.08	-4.80%
72,988.83	88,333.34	76,072.78	-17.37%	5089999900 **TOTAL PURCHASED TRANSPORTAT	291,960.32	353,333.36	304,282.08	-17.37%
5090000000 ** MISCELLANEOUS EXPENSES								
5,906.67	8,333.33	10,384.31	-29.12%	5090116000 DUES & SUBSCRIPTIONS - G&A	27,350.69	33,333.32	53,105.66	-17.95%
7,950.86	9,166.67	0.00	-13.26%	5090216000 TRAVEL & MEETINGS - G&A	99,982.01	36,666.68	3,629.40	172.68%
0.00	0.00	0.00	0.00%	5090716000 BAD DEBT EXPENSE	0.00	0.00	0.00	0.00%
15,985.47	16,666.67	2,871.67	-4.09%	5090816000 ADVERTISING EXPENSES - G&A	67,970.41	66,666.68	16,175.15	1.96%
0.00	0.00	0.00	0.00%	5090816200 ADVERTISING EXPENSES - IT	0.00	0.00	0.00	0.00%
0.00	666.67	0.00	-100.00%	5090916000 TRUSTEE COMPENSATION	0.00	2,666.68	1,700.00	-100.00%
0.00	500.00	0.00	-100.00%	5091016000 POSTAGE	1,714.00	2,000.00	846.31	-14.30%
0.00	0.00	0.00	0.00%	5091516000 LOSS/DISPOSAL FIXED ASSETS	0.00	0.00	0.00	0.00%
7,011.00	0.00	3,761.11	100.00%	5091616000 ADVERTISING SERVICES EXPENSE	29,830.75	0.00	3,761.11	100.00%
0.00	1,666.67	0.00	-100.00%	5091716000 SUBSTANCE ABUSE PROGRAM	0.00	6,666.68	0.00	-100.00%
426.85	1,666.67	388.70	-74.39%	5099901000 OTHER MISC EXPENSES - OPS	3,240.85	6,666.68	703.70	-51.39%
923.75	1,666.67	-17.50	-44.58%	5099904000 OTHER MISC EXPENSES - MAINT	1,617.65	6,666.68	1,209.56	-75.74%
4,900.60	8,333.33	2,835.71	-41.19%	5099916000 OTHER MISC EXPENSES - G&A	14,675.53	33,333.32	12,816.54	-55.97%
847.99	1,250.00	79.25	-32.16%	5099916200 OTHER MISC EXPENSES - IT	3,204.96	5,000.00	900.00	-35.90%
2,109.20	0.00	0.00	100.00%	5099916300 OTHER MISC EXPENSES - IT - NON-R	2,109.20	0.00	0.00	100.00%
1,993.90	0.00	257.41	100.00%	5099916400 OTHER MISC EXPENSES - G&A - NON	6,499.93	0.00	644.23	100.00%
-5,119.66	0.00	0.00	-100.00%	5099926000 UNALLOCATED EXPENSES	2,784.88	0.00	0.00	100.00%
42,936.63	49,916.68	20,560.66	-13.98%	5099999900 ** TOTAL MISCELLANEOUS EXPENSE	260,980.86	199,666.72	95,491.66	30.71%
5110000000 ** INTEREST EXPENSES								
0.00	0.00	0.00	0.00%	5110116000 INTEREST - LONG-TERM DEBTS	0.00	0.00	0.00	0.00%

Champaign Urbana Mass Transit District

Budget Analysis Report

From Fiscal Year: 2022 From Period 4
 Thru Fiscal Year: 2022 Thru Period 4

Division: 00 Champaign Urbana Mass Transit District

As of: 10/31/2021

Oct-2021	Budget This Period	Oct-2020	Act/Bgt Var %		Actual Ytd	Jul-2021 thru Oct-2021 Budget Ytd	Last Ytd	Act/Bgt Var %	
9,199.20	0.00	550.75	100.00%	5110216000 INTEREST - SHORT-TERM DEBTS	30,336.63	0.00	47,335.26	100.00%	
9,199.20	0.00	550.75	100.00%	5119999900 ** TOTAL INTEREST	30,336.63	0.00	47,335.26	100.00%	
5120000000 ** LEASE & RENTALS									
3,164.70	12,500.00	0.00	-74.68%	5120401000 PASSENGER REVENUE VEHICLES - O	12,658.80	50,000.00	0.00	-74.68%	
706.04	1,000.00	706.04	-29.40%	5120516000 SERVICE VEHICLE LEASES	2,824.16	4,000.00	2,824.16	-29.40%	
805.99	16,666.67	2,007.21	-95.16%	5120704000 GARAGE EQUIPMENT LEASES - MAIN	3,223.96	66,666.68	8,028.84	-95.16%	
0.00	0.00	0.00	0.00%	5120901000 RADIO EQUIPMENT LEASES - OPS	0.00	0.00	0.00	0.00%	
15,552.32	8,333.33	8,529.41	86.63%	5121216000 G&A FACILITIES LEASES	62,209.28	33,333.32	34,173.70	86.63%	
11,338.03	18,750.00	10,397.27	-39.53%	5121301000 MISC LEASES - OPS	44,756.23	75,000.00	41,447.10	-40.33%	
3,333.33	18,750.00	2,236.55	-82.22%	5121304000 MISC LEASES - MAINT	18,970.32	75,000.00	8,633.84	-74.71%	
1,419.24	3,333.33	3,254.60	-57.42%	5121316000 MISC LEASES - G&A	5,676.96	13,333.32	8,786.41	-57.42%	
70.96	1,666.67	130.06	-95.74%	5121316200 MISC LEASES - IT	8.36	6,666.68	2,366.93	-99.87%	
0.00	0.00	0.00	0.00%	5121316300 MISC LEASES - IT - NON-REIMB	2,100.00	0.00	0.00	100.00%	
87.50	83.33	0.00	5.00%	5121316400 MISC LEASES - G&A - NON-REIMB	350.00	333.32	0.00	5.00%	
36,478.11	81,083.33	27,261.14	-55.01%	5129999900 ** TOTAL LEASE & RENTALS	152,778.07	324,333.32	106,260.98	-52.89%	
5130000000 ** DEPRECIATION									
22,193.24	0.00	0.00	100.00%	5130201000 PASSENGER SHELTER DEPRECIATIO	88,772.96	0.00	65,786.51	100.00%	
433,231.39	0.00	0.00	100.00%	5130401000 REVENUE VEHICLE DEPRECIATION	1,732,925.56	0.00	1,171,088.98	100.00%	
7,039.03	0.00	0.00	100.00%	5130516000 SERVICE VEHICLE DEPRECIATION	28,156.12	0.00	22,367.05	100.00%	
5,904.05	0.00	0.00	100.00%	5130704000 GARAGE EQUIP DEPRECIATION	23,616.20	0.00	17,712.17	100.00%	
4,121.53	0.00	0.00	100.00%	5130901000 REVENUE VEHICLE RADIO EQUIP DE	16,486.12	0.00	12,364.58	100.00%	
7,206.48	0.00	0.00	100.00%	5131016000 COMPUTER EQUIP DEPRECIATION	28,825.92	0.00	21,925.42	100.00%	
0.00	0.00	0.00	0.00%	5131116000 REVENUE COLLECTION EQUIP DEPR	0.00	0.00	0.00	0.00%	
129,039.62	0.00	0.00	100.00%	5131216000 G&A FACILITIES DEPRECIATION	516,158.48	0.00	405,501.67	100.00%	
2,820.03	0.00	0.00	100.00%	5131316000 G&A SYSTEM DEVELOPMENT DEPR	11,280.12	0.00	8,460.10	100.00%	
253.56	0.00	0.00	100.00%	5131416000 MISCELLANEOUS EQUIP DEPR	1,014.24	0.00	760.71	100.00%	
0.00	0.00	0.00	0.00%	5131516000 OFFICE EQUIP DEPRECIATION	0.00	0.00	0.00	0.00%	
611,808.93	0.00	0.00	100.00%	5139999900 ** TOTAL DEPRECIATION	2,447,235.72	0.00	1,725,967.19	100.00%	
0.00	0.00	0.00	0.00%	5170116000 DEBT SERVICE ON EQUIPMENT & FA	0.00	0.00	0.00	0.00%	
3,927,727.89	3,854,916.71	2,975,202.37	1.89%	5999990000 **** TOTAL EXPENSES ****	16,140,859.98	15,419,666.84	14,037,374.75	4.68%	

Champaign Urbana Mass Transit District Budget Analysis Report

From Fiscal Year: 2022 From Period 4
Thru Fiscal Year: 2022 Thru Period 4

Division: 00 Champaign Urbana Mass Transit District

As of: 10/31/2021

Oct-2021	Budget This Period	Oct-2020	Act/Bgt Var %		Actual Ytd	Jul-2021 thru Oct-2021 Budget Ytd	Last Ytd	Act/Bgt Var %
42,700.20	1,142,496.64	2,373,425.16	-96.26%	5999999800 NET SURPLUS (DEFICIT)	-118,884.07	4,569,986.56	2,149,664.20	-102.60%

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

From Date: 10/01/2020

Thru Date: 10/31/2020

CheckNo	ReferenceDate	Reference	Payee	CheckAmount	C-CARTS Portion	MTD Portion	Voided
154735	05-Oct-21	P2255	PETTY CASH (GENERAL FUND)	\$295.00	\$0.00	\$295.00	
154736	07-Oct-21	A2487	** AFLAC	\$362.24	\$0.00	\$362.24	
154737	07-Oct-21	A5115	AMERICAN PUBLIC TRANSPORTATION ASSOC.	\$7,500.00	\$0.00	\$7,500.00	
154738	07-Oct-21	A7545	ARROW GLASS COMPANY	\$525.44	\$0.00	\$525.44	
154739	07-Oct-21	A8006	AT & T MOBILITY LLC	\$180.78	\$0.00	\$180.78	
154740	07-Oct-21	A8007	AT & T	\$1,061.55	\$0.00	\$1,061.55	
154741	07-Oct-21	A8011	AT&T MOBILITY-CC	\$378.55	\$0.00	\$378.55	
154742	07-Oct-21	C0361	CARLE FOUNDATION HOSPITAL	\$21.00	\$0.00	\$21.00	
154743	07-Oct-21	C0365	CARLE PHYSICIAN GROUP	\$834.00	\$0.00	\$834.00	
154744	07-Oct-21	C0372	LOGAN CARR	\$359.78	\$0.00	\$359.78	
154745	07-Oct-21	C2156	CENTER FOR TRANSPORTATION & THE ENVIRONM	\$12,932.12	\$0.00	\$12,932.12	
154746	07-Oct-21	C2165	CENTRAL ILLINOIS TRUCKS	\$0.00	\$0.00	\$0.00	X
154747	07-Oct-21	C2165	CENTRAL ILLINOIS TRUCKS	\$5,189.09	\$0.00	\$5,189.09	
154748	07-Oct-21	C6258	COLUMBIA STREET ROASTERY	\$175.20	\$0.00	\$175.20	
154749	07-Oct-21	C6263	COMCAST CABLE	\$284.72	\$0.00	\$284.72	
154750	07-Oct-21	D0424	ELIZABETH DAVIS	\$48.63	\$0.00	\$48.63	
154751	07-Oct-21	D2850	DEVELOPMENTAL SERVICES	\$40,256.00	\$0.00	\$40,256.00	
154752	07-Oct-21	D8587	DUST & SON OF CHAMPAIGN COUNTY, INC	\$274.67	\$0.00	\$274.67	
154753	07-Oct-21	E3390	EIGHT 22, LLC	\$6,517.00	\$0.00	\$6,517.00	
154754	07-Oct-21	E5900	EAN SERVICES, LLC	\$6,310.70	\$0.00	\$6,310.70	
154755	07-Oct-21	F6367	FORD CITY	\$699.36	\$0.00	\$699.36	
154756	07-Oct-21	F6440	** FOXSTER OPCO, LLC	\$100.00	\$100.00	\$0.00	
154757	07-Oct-21	G2283	GIBBS TECHNOLOGY COMPANY	\$825.00	\$0.00	\$825.00	
154758	07-Oct-21	G2320	GETZ FIRE EQUIPMENT CO.	\$413.50	\$0.00	\$413.50	
154759	07-Oct-21	G3102	GHR ENGINEERS & ASSOCIATES, INC.	\$1,200.00	\$0.00	\$1,200.00	
154760	07-Oct-21	G3484	GILLIG LLC	\$320.00	\$0.00	\$320.00	
154761	07-Oct-21	G4293	GLOBAL TECHNICAL SYSTEMS, INC.	\$1,958.00	\$0.00	\$1,958.00	
154762	07-Oct-21	G6300	GOODYEAR TIRE & RUBBER CO	\$14,578.82	\$0.00	\$14,578.82	
154763	07-Oct-21	G7308	GRAINGER	\$1,049.07	\$0.00	\$1,049.07	
154764	07-Oct-21	G7375	GRIMCO, INC	\$130.00	\$0.00	\$130.00	
154765	07-Oct-21	H2242	HERRIOTT GROUP, INC.	\$793.75	\$0.00	\$793.75	
154766	07-Oct-21	I4747	ILLINI FS, INC.	\$17,309.69	\$0.00	\$17,309.69	
154767	07-Oct-21	I4790	ILLINOIS-AMERICAN WATER	\$2,011.97	\$0.00	\$2,011.97	
154768	07-Oct-21	I4841	ILLINOIS PUBLIC RISK FUND	\$20,705.00	\$341.00	\$20,364.00	
154769	07-Oct-21	I7667	ISAKSEN GLERUM WACHTER, LLC	\$2,505.00	\$0.00	\$2,505.00	
154770	07-Oct-21	I8235	I3 BROADBAND - CU	\$654.99	\$0.00	\$654.99	
154771	07-Oct-21	K2166	KEMPER INDUSTRIAL EQUIP.	\$463.50	\$0.00	\$463.50	
154772	07-Oct-21	K3575	KIRK'S AUTOMOTIVE	\$4,000.00	\$0.00	\$4,000.00	
154773	07-Oct-21	L0440	LAWSON PRODUCTS, INC.	\$94.40	\$0.00	\$94.40	
154774	07-Oct-21	L2005	DONALD DAVID OWEN	\$5,800.00	\$0.00	\$5,800.00	
154775	07-Oct-21	L6446	LOWE'S	\$964.48	\$0.00	\$964.48	
154776	07-Oct-21	M0046	MAATUKA AL-HEETI EMKES LLC	\$1,000.00	\$0.00	\$1,000.00	
154777	07-Oct-21	M1246	MCMASTER-CARR SUPPLY CO.	\$35.47	\$0.00	\$35.47	
154778	07-Oct-21	M2179	MENARD'S	\$410.80	\$0.00	\$410.80	
154779	07-Oct-21	N0320	NAPA AUTO PARTS	\$531.23	\$0.00	\$531.23	
154780	07-Oct-21	N2290	NEW FLYER INDUSTRIES	\$1,039,353.87	\$0.00	\$1,039,353.87	
154781	07-Oct-21	O5750	ONTARIO INVESTMENTS, INC.	\$1,734.70	\$0.00	\$1,734.70	
154782	07-Oct-21	P2256	PETTY CASH (CHANGE FUND)	\$294.00	\$0.00	\$294.00	
154783	07-Oct-21	P4521	CYNTHIA HOYLE	\$3,575.00	\$0.00	\$3,575.00	
154784	07-Oct-21	Q8300	QUADIENT LEASING USA INC	\$292.62	\$0.00	\$292.62	
154785	07-Oct-21	R0004	R & R'S LAUNDRY AND DRY CLEANING, INC.	\$62.50	\$0.00	\$62.50	
154786	07-Oct-21	R6120	ROGARDS OFFICE PRODUCTS	\$125.47	\$60.48	\$64.99	
154787	07-Oct-21	S3115	DANIEL J. HARTMAN	\$22.00	\$0.00	\$22.00	
154788	07-Oct-21	S3487	SILVER MACHINE SHOP	\$80.00	\$0.00	\$80.00	
154789	07-Oct-21	S8020	STANDARD INSURANCE COMPANY	\$0.00	\$0.00	\$0.00	X
154790	07-Oct-21	S8509	QUINCY SUMMERS	\$95.62	\$0.00	\$95.62	
154791	07-Oct-21	S8511	SUNBELT RENTALS	\$2,194.89	\$0.00	\$2,194.89	
154792	07-Oct-21	S8560	SURFACE 51	\$7,937.50	\$0.00	\$7,937.50	
154793	07-Oct-21	T62309	TOLAR MANUFACTURING COMPANY, INC.	\$72,750.00	\$0.00	\$72,750.00	
154794	07-Oct-21	T7364	TREASURER, STATE OF IL	\$200.00	\$0.00	\$200.00	
154795	07-Oct-21	T7400	TRIAD SHREDDING CORP.	\$545.30	\$0.00	\$545.30	
154796	07-Oct-21	T7510	TROPHYTIME	\$9.65	\$0.00	\$9.65	
154797	07-Oct-21	U5180	UNITED PARCEL SERVICE	\$102.13	\$0.00	\$102.13	
154798	07-Oct-21	U60295	ULINE	\$507.10	\$0.00	\$507.10	
154799	07-Oct-21	U7385	URBANA TRUE TIRES	\$931.03	\$0.00	\$931.03	
154800	07-Oct-21	U7653	US BANK VENDOR SERVICES	\$1,972.68	\$198.63	\$1,774.05	
154801	07-Oct-21	V0240	THOMAS VALENCIA	\$310.00	\$0.00	\$310.00	
154802	07-Oct-21	V2233	VERIZON WIRELESS	\$884.60	\$360.10	\$524.50	

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

From Date: 10/01/2020

Thru Date: 10/31/2020

CheckNo	ReferenceDate	Reference	Payee	CheckAmount	C-CARTS Portion	MTD Portion	Voided
154803	07-Oct-21	W2023	WEBSTER & ASSOCIATES, INC.	\$2,000.00	\$0.00	\$2,000.00	
154804	07-Oct-21	Z2000	ZEBRA	\$5,000.00	\$0.00	\$5,000.00	
154805	07-Oct-21	S2040	SECRETARY OF STATE	\$948.00	\$0.00	\$948.00	
154806	14-Oct-21	A1934	ADVANCE AUTO PARTS	\$29.85	\$0.00	\$29.85	
154807	14-Oct-21	A5002	AMAZON	\$4,682.51	\$0.00	\$4,682.51	
154808	14-Oct-21	A5085	AMERENIP	\$0.00	\$0.00	\$0.00	X
154809	14-Oct-21	A5085	AMERENIP	\$11,907.44	\$0.00	\$11,907.44	
154810	14-Oct-21	A8007	AT & T	\$94.92	\$0.00	\$94.92	
154811	14-Oct-21	A8155	ATLAS CAB	\$1,854.00	\$0.00	\$1,854.00	
154812	14-Oct-21	A9010	AWARDS LTD.	\$875.74	\$0.00	\$875.74	
154813	14-Oct-21	B6360	DEBORAH M. BOSCH-WHITT	\$629.50	\$0.00	\$629.50	
154814	14-Oct-21	C0006	CDW GOVERNMENT, INC.	\$4,700.00	\$0.00	\$4,700.00	
154815	14-Oct-21	C2165	CENTRAL ILLINOIS TRUCKS	\$12,995.04	\$0.00	\$12,995.04	
154816	14-Oct-21	C2231	CERTIFIED LABORATORIES	\$6,318.77	\$0.00	\$6,318.77	
154817	14-Oct-21	C3105	CHEMICAL MAINTENANCE INC.	\$2,016.91	\$0.00	\$2,016.91	
154818	14-Oct-21	C3512	CINTAS FIRST AID & SAFETY	\$160.29	\$0.00	\$160.29	
154819	14-Oct-21	C4588	CLEAN THE UNIFORM COMPANY HIGHLAND	\$1,067.26	\$0.00	\$1,067.26	
154820	14-Oct-21	C6284	CONSOLIDATED COMMUNICATIONS ENTERPRISE S	\$102.75	\$0.00	\$102.75	
154821	14-Oct-21	D2012	DEAN'S GRAPHICS	\$3,533.25	\$0.00	\$3,533.25	
154822	14-Oct-21	D2110	DE LAGE LANDEN FINANCIAL SERVICES, INC.	\$1,878.89	\$0.00	\$1,878.89	
154823	14-Oct-21	D2126	DELL MARKETING LP	\$1,935.54	\$0.00	\$1,935.54	
154824	14-Oct-21	D3575	DIRECT ENERGY BUSINESS	\$12,298.58	\$0.00	\$12,298.58	
154825	14-Oct-21	D3576	DIRECT ENERGY BUSINESS	\$1,733.09	\$0.00	\$1,733.09	
154826	14-Oct-21	D3630	DIXON GRAPHICS	\$1,590.75	\$0.00	\$1,590.75	
154827	14-Oct-21	D8587	DUST & SON OF CHAMPAIGN COUNTY, INC	\$224.31	\$0.00	\$224.31	
154828	14-Oct-21	F2055	FEDERAL EXPRESS CORP.	\$100.70	\$0.00	\$100.70	
154829	14-Oct-21	G7375	GRIMCO, INC	\$105.78	\$0.00	\$105.78	
154830	14-Oct-21	H3564	HIRERIGHT GIS INTERMEDIATE CORP, INC.	\$1,558.63	\$0.00	\$1,558.63	
154831	14-Oct-21	I4747	ILLINI FS, INC.	\$168.00	\$0.00	\$168.00	
154832	14-Oct-21	I4750	ILLINI FIRE EQUIPMENT CO.	\$117.00	\$0.00	\$117.00	
154833	14-Oct-21	I5904	INTERSTATE BATTERIES	\$1,161.76	\$0.00	\$1,161.76	
154834	14-Oct-21	J0320	JANITOR & MAINTENANCE SUPPLIES, INC.	\$333.00	\$0.00	\$333.00	
154835	14-Oct-21	J6136	JOHNSON CONTROLS FIRE PROTECTION LP	\$1,821.72	\$0.00	\$1,821.72	
154836	14-Oct-21	K3575	KIRK'S AUTOMOTIVE	\$1,900.00	\$0.00	\$1,900.00	
154837	14-Oct-21	L9642	LYNN A. UMBARGER	\$800.00	\$0.00	\$800.00	
154838	14-Oct-21	M0175	QUADIENT FINANCE USA, INC.	\$700.00	\$0.00	\$700.00	
154839	14-Oct-21	M0377	MARTIN ONE SOURCE	\$2,260.00	\$0.00	\$2,260.00	
154840	14-Oct-21	M1246	MCMASTER-CARR SUPPLY CO.	\$2,102.30	\$0.00	\$2,102.30	
154841	14-Oct-21	M1269	MCS OFFICE TECHNOLOGIES	\$613.96	\$0.00	\$613.96	
154842	14-Oct-21	M2179	MENARD'S	\$195.23	\$0.00	\$195.23	
154843	14-Oct-21	M34035	MIDWEST FIBER RECYCLING	\$105.00	\$0.00	\$105.00	
154844	14-Oct-21	N0320	NAPA AUTO PARTS	\$28.97	\$0.00	\$28.97	
154845	14-Oct-21	N2292	THE AFTERMARKET PARTS COMPANY, LLC.	\$608.09	\$0.00	\$608.09	
154846	14-Oct-21	O9048	NANCY E. OWENS	\$85.97	\$0.00	\$85.97	
154847	14-Oct-21	P0015	3PLAY MEDIA, INC	\$28.10	\$0.00	\$28.10	
154848	14-Oct-21	P4525	NORMA MCFARLAND	\$445.98	\$0.00	\$445.98	
154849	14-Oct-21	R0004	R & R'S LAUNDRY AND DRY CLEANING, INC.	\$31.25	\$0.00	\$31.25	
154850	14-Oct-21	R6120	ROGARDS OFFICE PRODUCTS	\$314.82	\$29.36	\$285.46	
154851	14-Oct-21	S0254	SAM'S CLUB	\$87.54	\$0.00	\$87.54	
154852	14-Oct-21	S1156	SCHOONOVER SEWER SERVICE	\$200.00	\$0.00	\$200.00	
154853	14-Oct-21	S2046	SECURITAS ELECTRONIC SECURITY INC.	\$217.50	\$0.00	\$217.50	
154854	14-Oct-21	S2201	SEON DESIGN (USA) CORP.	\$3,100.00	\$0.00	\$3,100.00	
154855	14-Oct-21	S3003	RUSSELL E SHAFFER III	\$396.00	\$0.00	\$396.00	
154856	14-Oct-21	S3115	DANIEL J. HARTMAN	\$1,810.00	\$56.00	\$1,754.00	
154857	14-Oct-21	S3487	SILVER MACHINE SHOP	\$513.00	\$0.00	\$513.00	
154858	14-Oct-21	T0474	TAYLOR & BLACKBURN	\$778.62	\$0.00	\$778.62	
154859	14-Oct-21	T2205	TEPPER ELECTRIC SUPPLY CO	\$235.63	\$0.00	\$235.63	
154860	14-Oct-21	T7335	TRAPEZE SOFTWARE GROUP, INC,	\$48,608.00	\$0.00	\$48,608.00	
154861	14-Oct-21	T9069	TWILIO INC	\$1,021.37	\$0.00	\$1,021.37	
154862	14-Oct-21	T9072	TWIN CITY INDUSTRIAL RUBBER, INC.	\$360.51	\$0.00	\$360.51	
154863	14-Oct-21	U5180	UNITED PARCEL SERVICE	\$49.92	\$0.00	\$49.92	
154864	14-Oct-21	U60295	ULINE	\$538.84	\$0.00	\$538.84	
154865	14-Oct-21	U7355	U-C SANITARY DISTRICT	\$2,189.30	\$0.00	\$2,189.30	
154866	14-Oct-21	U7357	CITY OF URBANA	\$3,010.05	\$0.00	\$3,010.05	
154867	14-Oct-21	U7385	URBANA TRUE TIRES	\$2,001.34	\$0.00	\$2,001.34	
154868	21-Oct-21	A0865	ABSOPURE WATER COMPANY	\$9.00	\$0.00	\$9.00	
154869	21-Oct-21	A7324	PDC/AREA COMPANIES	\$1,177.15	\$0.00	\$1,177.15	
154870	21-Oct-21	A8007	AT & T	\$99.36	\$0.00	\$99.36	

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

From Date: 10/01/2020 Thru Date: 10/31/2020

CheckNo	ReferenceDate	Reference	Payee	CheckAmount	C-CARTS Portion	MTD Portion	Voided
154871	21-Oct-21	A8012	AT&T	\$157.05	\$0.00	\$157.05	
154872	21-Oct-21	A85755	AUTOMOTIVE COLOR & SUPPLY CORP	\$210.60	\$0.00	\$210.60	
154873	21-Oct-21	B0427	** BARBECK COMMUNICATION	\$305.10	\$305.10	\$0.00	
154874	21-Oct-21	C0364	CARLE PHYSICIAN GROUP	\$2,752.00	\$0.00	\$2,752.00	
154875	21-Oct-21	C2165	CENTRAL ILLINOIS TRUCKS	\$35,741.67	\$0.00	\$35,741.67	
154876	21-Oct-21	C4588	CLEAN THE UNIFORM COMPANY HIGHLAND	\$560.58	\$0.00	\$560.58	
154877	21-Oct-21	C6257	** MARSHA L. COMBS-SKINNER	\$1,463.08	\$0.00	\$1,463.08	
154878	21-Oct-21	C6263	COMCAST CABLE	\$460.40	\$0.00	\$460.40	
154879	21-Oct-21	D2012	DEAN'S GRAPHICS	\$720.00	\$0.00	\$720.00	
154880	21-Oct-21	E5900	EAN SERVICES, LLC	\$1,286.86	\$0.00	\$1,286.86	
154881	21-Oct-21	E8700	618 EVENTS LLC	\$4,925.00	\$0.00	\$4,925.00	
154882	21-Oct-21	F2166	TPF HOLDINGS LLC	\$350.00	\$0.00	\$350.00	
154883	21-Oct-21	G4293	GLOBAL TECHNICAL SYSTEMS, INC.	\$2,272.78	\$0.00	\$2,272.78	
154884	21-Oct-21	G7308	GRAINGER	\$20.80	\$0.00	\$20.80	
154885	21-Oct-21	I5758	INIT INC.	\$320.00	\$0.00	\$320.00	
154886	21-Oct-21	J0320	JANITOR & MAINTENANCE SUPPLIES, INC.	\$316.70	\$0.00	\$316.70	
154887	21-Oct-21	K2166	KEMPER INDUSTRIAL EQUIP.	\$144.00	\$0.00	\$144.00	
154888	21-Oct-21	K8564	KURLAND STEEL COMPANY	\$1,272.00	\$0.00	\$1,272.00	
154889	21-Oct-21	M1246	MCMASTER-CARR SUPPLY CO.	\$60.66	\$0.00	\$60.66	
154890	21-Oct-21	M3397	MIDWEST CONSTRUCTION RENTALS INC.	\$659.11	\$0.00	\$659.11	
154891	21-Oct-21	N0320	NAPA AUTO PARTS	\$440.09	\$0.00	\$440.09	
154892	21-Oct-21	P2257	PETTY CASH (MAINTENANCE)	\$188.19	\$0.00	\$188.19	
154893	21-Oct-21	P8690	PYROLYX TIRE RECYCLING, LLC	\$664.00	\$0.00	\$664.00	
154894	21-Oct-21	R0004	R & R'S LAUNDRY AND DRY CLEANING, INC.	\$93.75	\$0.00	\$93.75	
154895	21-Oct-21	R6000	ROBBINS, SCHWARTZ, NICHOLAS, LIFTON & TA	\$1,238.70	\$0.00	\$1,238.70	
154896	21-Oct-21	R6120	ROGARDS OFFICE PRODUCTS	\$217.09	\$0.00	\$217.09	
154897	21-Oct-21	S0060	SAFEWORKS ILLINOIS	\$1,495.00	\$50.00	\$1,445.00	
154898	21-Oct-21	S3115	DANIEL J. HARTMAN	\$2,213.50	\$0.00	\$2,213.50	
154899	21-Oct-21	S6050	** SOCIAL SECURITY ADMINISTRATION	\$263.22	\$0.00	\$263.22	
154900	21-Oct-21	S8511	SUNBELT RENTALS	\$291.51	\$0.00	\$291.51	
154901	21-Oct-21	T7510	TROPHYTIME	\$19.30	\$0.00	\$19.30	
154902	21-Oct-21	U5180	UNITED PARCEL SERVICE	\$154.14	\$0.00	\$154.14	
154903	21-Oct-21	U60295	ULINE	\$149.52	\$0.00	\$149.52	
154904	21-Oct-21	U6555	UPCLOSE GRAPHICS	\$14.89	\$14.89	\$0.00	
154905	21-Oct-21	U7355	U-C SANITARY DISTRICT	\$1,012.95	\$0.00	\$1,012.95	
154906	28-Oct-21	B4912	STEPHANIE WINGER	\$0.00	\$0.00	\$0.00	X
154907	28-Oct-21	C2172	CMS/LGHP	\$451,070.00	\$4,598.00	\$446,472.00	
154908	28-Oct-21	C3100	CHELSEA FINANCIAL GROUP, LTD.	\$43,627.36	\$0.00	\$43,627.36	
154909	28-Oct-21	C6257	** MARSHA L. COMBS-SKINNER	\$230.77	\$0.00	\$230.77	
154910	28-Oct-21	C6257	** MARSHA L. COMBS-SKINNER	\$924.00	\$0.00	\$924.00	
154911	28-Oct-21	C6257	** MARSHA L. COMBS-SKINNER	\$308.31	\$0.00	\$308.31	
154912	28-Oct-21	L9665	LYONS ELECTRIC COMPANY, INC	\$592,885.57	\$0.00	\$592,885.57	
154913	28-Oct-21	N2290	NEW FLYER INDUSTRIES	\$1,740,588.95	\$0.00	\$1,740,588.95	
154914	28-Oct-21	S6050	** SOCIAL SECURITY ADMINISTRATION	\$247.98	\$0.00	\$247.98	
154915	28-Oct-21	S8506	JANE M. SULLIVAN	\$41.41	\$0.00	\$41.41	
154916	28-Oct-21	B4912	STEPHANIE WINGLER	\$135.47	\$0.00	\$135.47	
10012021	01-Oct-21	I4826	** ILLINOIS DEPT OF REVENUE	\$33,088.17	\$0.00	\$33,088.17	
10012110	01-Oct-21	I4826	** ILLINOIS DEPT OF REVENUE	\$529.23	\$529.23	\$0.00	
10022021	01-Oct-21	I5862	INTERNAL REVENUE SERVICE	\$183,269.80	\$0.00	\$183,269.80	
10022110	01-Oct-21	I5862	** INTERNAL REVENUE SERVICE	\$2,487.31	\$2,487.31	\$0.00	
10042021	04-Oct-21	I0025	** VANTAGEPOINT TRANSFER AGENTS - 301281	\$9,469.46	\$0.00	\$9,469.46	
10052021	05-Oct-21	I0025	** VANTAGEPOINT TRANSFER AGENTS - 301281	\$9,501.52	\$0.00	\$9,501.52	
10062021	01-Oct-21	U7359	** URBANA MUNICIPAL EMPL. CREDIT UNION	\$41,574.20	\$0.00	\$41,574.20	
100621	06-Oct-21	P2210	PERKINS SCHOOL FOR THE BLIND	\$1,312.50	\$0.00	\$1,312.50	
10072021	01-Oct-21	I0025	** VANTAGEPOINT TRANSFER AGENTS - 301281	\$7,029.52	\$0.00	\$7,029.52	
100721	07-Oct-21	I4830	I.M.R.F.	\$118,657.29	\$0.00	\$118,657.29	
10082021	08-Oct-21	I4830	I.M.R.F.	\$283,055.94	\$0.00	\$283,055.94	
100821	01-Oct-21	I0025	** VANTAGEPOINT TRANSFER AGENTS - 301281	\$19,880.00	\$0.00	\$19,880.00	
10082110	08-Oct-21	I4830	I.M.R.F.	\$3,774.96	\$2,753.46	\$1,021.50	
10102021	09-Oct-21	K0350	KHALIF T. KARIEM	\$3,750.00	\$0.00	\$3,750.00	
10112021	06-Oct-21	S8020	STANDARD INSURANCE COMPANY	\$5,728.03	\$0.00	\$5,728.03	
10122021	15-Oct-21	I0025	** VANTAGEPOINT TRANSFER AGENTS - 301281	\$7,029.52	\$0.00	\$7,029.52	
10132021	29-Oct-21	I0025	** VANTAGEPOINT TRANSFER AGENTS - 301281	\$7,019.52	\$0.00	\$7,019.52	
10142021	29-Oct-21	I0025	** VANTAGEPOINT TRANSFER AGENTS - 301281	\$21,609.62	\$0.00	\$21,609.62	
10152021	15-Oct-21	I5862	INTERNAL REVENUE SERVICE	\$183,610.08	\$0.00	\$183,610.08	
10152110	15-Oct-21	I5862	** INTERNAL REVENUE SERVICE	\$3,253.44	\$3,253.44	\$0.00	
10162021	29-Oct-21	I0025	** VANTAGEPOINT TRANSFER AGENTS - 301281	\$9,271.50	\$0.00	\$9,271.50	
10172021	13-Oct-21	S8030	** STATES DISBURSEMENT UNIT	\$1,925.43	\$0.00	\$1,925.43	

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

From Date: 10/01/2020 Thru Date: 10/31/2020

CheckNo	ReferenceDate	Reference		Payee	CheckAmount	C-CARTS Portion	MTD Portion	Voided
10182021	15-Oct-21	I4826	**	ILLINOIS DEPT OF REVENUE	\$32,928.46	\$0.00	\$32,928.46	
10182110	15-Oct-21	I4826	**	ILLINOIS DEPT OF REVENUE	\$675.74	\$675.74	\$0.00	
10192021	15-Oct-21	I0025	**	VANTAGEPOINT TRANSFER AGENTS - 301281	\$21,494.62	\$0.00	\$21,494.62	
10202021	20-Oct-21	D3575		DIRECT ENERGY BUSINESS	\$1,753.84	\$0.00	\$1,753.84	
10212021	15-Oct-21	U7359	**	URBANA MUNICIPAL EMPL. CREDIT UNION	\$41,119.57	\$0.00	\$41,119.57	
10222021	27-Oct-21	M5000		MMS PRODUCTIONS & PRO AUDIO LLC	\$800.00	\$0.00	\$800.00	
10242021	29-Oct-21	U7359	**	URBANA MUNICIPAL EMPL. CREDIT UNION	\$40,853.81	\$0.00	\$40,853.81	
10252021	25-Oct-21	S8030	**	STATES DISBURSEMENT UNIT	\$1,925.43	\$0.00	\$1,925.43	
10262021	13-Oct-21	M5000		MMS PRODUCTIONS & PRO AUDIO LLC	\$7,540.00	\$0.00	\$7,540.00	
10282021	01-Oct-21	I4824		ILLINOIS DEPARTMENT EMPLOYMENT SECURITY	\$4,479.37	\$0.00	\$4,479.37	
10302021	28-Oct-21	C0350		CARDMEMBER SERVICE	\$26,510.28	\$0.00	\$26,510.28	
10312021	29-Oct-21	I4826	**	ILLINOIS DEPT OF REVENUE	\$32,479.12	\$0.00	\$32,479.12	
10312110	29-Oct-21	I4826	**	ILLINOIS DEPT OF REVENUE	\$603.94	\$603.94	\$0.00	
10421	04-Oct-21	C3560		CIRCLE K FLEET	\$23,918.38	\$9,388.60	\$14,529.78	
					\$5,543,031.60	\$25,805.28	\$5,517,226.32	

Champaign Urbana Mass Transit District

Accounts Payable Check Disbursement List

Checking Account #: 011-8189-0

FLEX CHECKING-BUSEY BANK

From Date: 10/31/2021

Thru Date: 10/31/2021

Check #	Check Date	Ref #	Name	Amount	Voided
10302021	10/31/2021	F4640	FLEX-EMPLOYEE REIMB.	\$29,730.96	
10312021	10/31/2021	F4640	FLEX-EMPLOYEE REIMB.	\$15,148.68	
			Total:	\$44,879.64	

MTD - Bank & Investment Balances

Financial Institution	Bank Bal @ 10/31/21	Interest Rate	Maturity
Busey Bank			
Payroll	\$5,000.00	-	-
Illinois Terminal - Square POS	\$8,206.80	-	-
Operating	\$350,000.00	-	-
C-CARTS	\$33,556.23	-	-
Sec 125 Flexible Spending Plan	\$41,074.21	-	-
ATM	\$22,001.62	-	-
Money Market	\$23,675,851.70	0.25%	-
First Mid Bank	\$2,851,813.17	0.30%	-
Prospect Bank	\$7,482,615.56	0.20%	-
Morgan Stanley			
Cash	\$461,626.43	0.01%	-
CD - Comenity Cap Bank Salt Lake City, UT	\$252,785.00	1.13%	3/29/2022
CD - MS Bank Salt Lake City, UT	\$252,837.50	1.38%	3/29/2022
CD - Medallion Bank Salt Lake City, UT	\$253,077.50	1.38%	4/11/2022
CD - Continental Bank Salt Lake City, UT	\$243,753.60	3.00%	5/9/2022
CD - Enerbank USA Salt Lake City, UT	\$257,490.00	3.16%	10/19/2022
CD - UBS Bank USA Salt Lake City, UT	\$257,710.00	3.20%	10/24/2022
CD - Accrued Interest	\$4,977.09		-
Total	\$36,454,376.41		

ORDINANCE NO. 2021-3
GENERAL TAX LEVY ORDINANCE OF THE
CHAMPAIGN-URBANA MASS TRANSIT DISTRICT
CHAMPAIGN COUNTY, ILLINOIS
FOR THE FISCAL YEAR BEGINNING JULY 1, 2021
AND ENDING JUNE 30, 2022

WHEREAS, the current fiscal year of the Champaign-Urbana Mass Transit District Champaign County, Illinois, begins July 1, 2021 and ends on June 30, 2022, and the said District is required by law to adopt its Budget and Appropriation Ordinance prior to or in the first quarter of such fiscal year, and the Board of Trustees has adopted such Ordinance after due notice and public hearing as required by law on June 30, 2021, and

WHEREAS, said Budget and Appropriation Ordinance appropriated a total amount of money in the amount of Fifty-Eight Million Six Hundred Fifty Thousand Two Hundred Ten and No/100 Dollars (\$58,650,210), all as detailed and set forth therein.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE CHAMPAIGN-URBANA MASS TRANSIT DISTRICT, Champaign County, Illinois, that:

Section 1. For the following corporate purposes of the Champaign-Urbana Mass Transit District and in the stated amounts, to wit:

	AMOUNT APPROPRIATED	AMOUNT LEVIED
General Fund	\$52,181,210	\$7,728,583
Illinois Municipal Retirement Fund	3,110,000	1,600,000
Audit	31,000	21,640
Liability Insurance	1,200,000	725,000
Social Security	1,710,000	1,100,000
Unemployment Insurance	66,000	40,000
Workers Compensation	352,000	100,000
Total	\$58,650,210	\$11,315,223

There is hereby levied in the aggregate, a general tax upon all taxable property within the Champaign-Urbana Mass Transit District, Champaign County, Illinois, as the same is assessed and equalized for State and County purposes for the year 2021 to be levied and assessed in the year 2022, the aggregate sum of Eleven Million Three Hundred Fifteen Thousand Two Hundred Twenty-Three and No/100 Dollars (\$11,315,223), comprised as follows:

a. For general corporate purposes, the sum of Seven Million Seven Hundred Twenty-Eight Thousand Five Hundred Eighty-Three and No/100 Dollars (\$7,728,583).

b. There is further levied, in addition to all other taxes and exclusive of and in addition to the amount of taxes levied for general purposes, the amount of One Million Six Hundred Thousand and No/100 Dollars (\$1,600,000) for the purpose of providing monies for the Champaign-Urbana Mass Transit District's contributions required for Illinois Municipal Retirement Fund contributions.

c. There is further levied, in addition to all other taxes levied for general purposes, the amount of One Million One Hundred Thousand and No/100 Dollars (\$1,100,000) for the purpose of providing monies for the Champaign-Urbana Mass Transit District's contribution required for Social Security System contributions.

d. There is further levied, in addition to all other taxes levied for general purposes, the amount of One Hundred Thousand and No/100 Dollars (\$100,000) for protection of the Champaign- Urbana Mass Transit District under the Worker's Compensation Act.

e. There is further levied, in addition to all other taxes levied for general purposes, the amount of Seven Hundred Twenty-Five Thousand and No/100 Dollars (\$725,000) for liability insurance, claims service and claims.

f. There is further levied, in addition to all other taxes levied for general purposes, the amount of Forty Thousand and No/100 Dollars (\$40,000) for unemployment insurance.

g. There is further levied, in addition to all other taxes levied for general purposes, the amount of Twenty-One Thousand Six Hundred Forty and No/100 Dollars (\$21,640) for auditing.

Section 2. This Ordinance shall be effective upon its passage.

Section 3. The Secretary of the Board of Trustees is directed to file a certified copy of this ordinance with the County Clerk of Champaign County, Illinois.

This Ordinance 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 8th day of December, 2021.

CHAMPAIGN-URBANA MASS TRANSIT DISTRICT

BY: _____
Chair, Board of Trustees

APPROVED by the Board of Trustees of the Champaign-Urbana Mass Transit District this 8th day of December, 2021.

CHAMPAIGN-URBANA MASS TRANSIT DISTRICT

BY: _____
Secretary



To: Board of Trustees
From: Jane Sullivan, Grants & Governmental Affairs Director
Date: December 8, 2021
Subject: The Yards Development Agreement

- A. Introduction:** In November 2019 the District was awarded a \$17,275,000 federal grant to expand Illinois Terminal and participate in The Yards project in downtown Champaign. The federally required National Environmental Policy Act (NEPA) process was completed in September 2021 with a Finding of No Significant Impact.
- B. Recommended Action:** Staff recommends authorizing the Managing Director to enter into a development agreement with Core Champaign Hockey, LLC (CCH).
- C. Prior Trustee Action:**
1. On April 29, 2020, the Board authorized the Managing Director to enter into an agreement with HDR Inc. for NEPA Services.
 2. On February 26, 2020, the Board approved an agreement with CCH to contract with a third-party consultant for NEPA services.
 3. On April 15, 2019, the Board approved the scope for Illinois Terminal Expansion at The Yards, including a commitment of approximately \$25,000,000.
 4. On March 27, 2019, the Board authorized the Managing Director to enter into an agreement with Cotter Consulting, Inc. to provide the District with financial consulting services for The Yards Project.
- D. Summary:** This agreement establishes the District and CCH’s commitment to collaborate in a joint development project to expand Illinois Terminal in conjunction with a parking deck as well as residential and commercial development. The agreement includes the following financial commitments:
1. Total project cost of approximately \$69,200,000
 2. CCH contribution of approximately \$40,200,000
 3. MTD contribution of approximately \$29,000,000
- E. Background:** The Yards is a joint development project that will transform the area near the Terminal and have a monumental impact on the Champaign-Urbana community. Project plans for the component that MTD is directly involved in include expansion and renovation of Illinois Terminal, expansion of MTD bus platforms, and a mixed-use facility with parking, retail, and commercial. These improvements will increase safety and passenger experience. In upcoming meetings, staff expect the following requests to be presented to the Board relative to this project:
1. Intergovernmental Agreement with the City of Champaign
 2. Agreement with third-party architectural & engineering firm
 3. Agreement with third-party construction contractor

- F. Alternatives – advantages/disadvantages:** Authorizing the Managing Director to enter into a development agreement with CCH contract allows the District to expand Illinois Terminal and participate in The Yards joint development project.
- G. Budget & Staffing Impacts:** Along with the \$25,000,000 already committed to the project by the Board, staff recommends an additional \$4,000,000 contribution based on current construction estimates. Construction estimates will be updated in the architectural and engineering design process.

Funding Source	Amount
Federal Bus & Bus Facilities Grant	\$17,275,000
Local Capital Reserve	\$7,725,000
Subtotal – approved in April 2019	\$25,000,000
Federal 5307 Formula	\$4,000,000
Total	\$29,000,000

DEVELOPMENT AGREEMENT
Between the
CHAMPAIGN-URBANA MASS TRANSIT DISTRICT
and
CORE CHAMPAIGN HOCKEY, LLC,
FOR
ILLINOIS TERMINAL EXPANSION AND DEVELOPMENT PROJECT

THIS AGREEMENT ("Agreement") made and entered into on this ____ day of _____, 2021, by and between the Champaign-Urbana Mass Transit District, a municipal corporation (hereinafter referred to as, "MTD"), and Core Champaign Hockey, LLC, an Illinois limited liability company (hereinafter referred to as, "Developer"), and collectively "Parties".

RECITALS:

WHEREAS, MTD and Developer seek, through a joint agreement, to engage and collaborate in a construction and development project (the "Project") to improve and enhance transportation related to the Illinois Terminal (IT) area and further attract visitors and residents to the area for transportation purposes as well as for residential/commercial/office/retail and other opportunities; and

WHEREAS, MTD has obtained certain federal grant funds which may be used for real property acquisition, design and construction of the Project, or for any designated capital activity related to the Project and the Parties shall determine how the underlying land and improvements of the Project will be owned, including portions of the Project funded by both public and private funds (such as certain parking ramps) and the extent of conveyances necessary among the Parties and from the City to effectuate such ownership, including, the MTD's ownership of the parking deck and appurtenances.

WHEREAS, Developer will use private funds to construct and develop the private development on portions of the improvements, including public parking areas and commercial and adjacent residential structures for a total Project cost of approximately Sixty-Nine Million, Two Hundred Thousand Dollars (\$69,200,000.00); and

WHEREAS, for MTD to engage in and commit financial resources, the Project (as hereinafter defined) must meet certain conditions, as set forth in this Agreement, along with other conditions; and

WHEREAS, MTD believes the Project, to be located as set forth in Exhibit "1", and the fulfillment of the terms of this Agreement are in the vital and best interests of MTD and its service to area residents; and is also in accordance with its duty, authority, and the public purposes and conditions arising under all applicable federal, state and local laws and requirements; and

WHEREAS, MTD believes the Project fulfills the terms of available grant funding requirements by carrying out the public components of the Project in accordance with applicable requirements in order to provide a contribution that is financially feasible, as well as aid in serving its public responsibilities; and

WHEREAS, MTD anticipates that a primary benefit of the joint development will be the generation of a fair share of revenue for public transportation, through rental or lease payments. Additional benefits include, sharing costs; efficient land use; reduced distances between available modes of transportation and other activities, including a possible University of Illinois Urbana-Champaign (UIUC) athletic arena; additional economic development; and increased transit ridership and connectivity.

NOW, THEREFORE, in consideration of the foregoing recitals, which are meant to be substantive and binding and not surplusage, the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby stipulate, covenant, contract and agree as follows:

I. DEFINITIONS.

The Parties believe that certain definitions will be an aid in determining the meaning and carrying out the terms, conditions and understandings of this Agreement, and therefore agree to the following definitions which shall have the meanings as set forth:

City. The City of Champaign, Illinois, an Illinois municipal corporation.

Commitment Letter. Satisfactory documentation demonstrating Developer's ability and commitment to obtain equity financing and construction debt financing for the performance of Developer's obligations pursuant to this Agreement.

Completion Guaranty. Documentation regarding the Project for the benefit of MTD in form and substance reasonably satisfactory to the Parties which is executed by an entity reasonably satisfactory to MTD to be effective from and after the commencement of construction of a project.

Construction Budget. The budget that delineates what items of the Project shall be constructed using private funds and what items shall be constructed using public funds, whether federal or state or otherwise, and what amounts are allocated for each item therein. All items to be constructed using public funds will be subject to approval of the appropriate federal and state funding agencies as applicable.

Construction Documents. Those documents in which the Design Development Documents are refined to include all detailed final working drawings and specifications.

Design Development Documents. A set of architectural drawings consistent with the approved Schematic Design Documents.

Developer. Core Champaign Hockey, LLC, an Illinois limited liability company.

Development Agreement. This Agreement between MTD and Developer, and any amendments thereto.

Development Timetable. The comprehensive detailed construction schedule, to which the Parties shall use their commercially reasonable best efforts to adhere, subject to Unavoidable Delays.

Disadvantaged Business Enterprise. A Disadvantaged Business Enterprise (DBE) is defined as, a for-profit small business that is (1) at least fifty-one percent (51%) owned by one (1) or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one percent (51%) of the stock is owned by one (1) or more such individuals; and (2) whose management and daily business operations are controlled by one (1) or more socially and economically disadvantaged individuals who own it. The term "socially and economically disadvantaged individual" shall have the meaning set forth in 49 CFR Part 26.

FTA. The Federal Transit Administration.

Invitation for Bid (IFB). Invitation for bid for construction services for the development of the area north of Logan Street in City for expansion of Illinois Terminal, parking associated therewith, and the residential/commercial/office/retail building which will house public and private functions in a mixed-use development methodology.

Gross Revenue. Gross revenue means all monies received from tenants to pay for space, utilities, and services under a rental agreement or lease.

IT. Illinois Terminal.

Joint Development. A public transportation project that integrally relates to, and often co-locates with commercial, residential, mixed-use, or other non-transit development. Joint development may include partnerships for public or private development associated with any mode of transit system that is being improved through new construction, renovation, or extension. Joint development may also include intermodal facilities, intercity bus and rail facilities, transit malls, or historic transportation facilities.

MTD. The Champaign-Urbana Mass Transit District, an Illinois municipal corporation.

Private Project. The portion of the Project that shall be funded entirely by private funds and constructed and developed by Developer for residential units and commercial/office/retail development. The Private Project consists of the development of various units as depicted in the Schematic Design Documents attached hereto as Exhibit "2" and defined herein below.

Private Project Property. The units developed as depicted in the Schematic Design Documents attached hereto as Exhibit "2" will be comprised of residential/commercial/office/retail.

Project. The entire development, including both the Public Project and the Private Project, as defined and depicted herein.

Project Documents. The Schematic Design Documents, architectural and engineering documents (including Requests for Proposals), Design Development Documents and the Construction Documents, Agreement for Procurement of Architectural and Engineering Services, and Design, Engineering and Construction Administration, including any amendments and modifications thereto.

Project Property. That entire property which is the subject of this Agreement and which is legally described in Exhibit "1", attached hereto, made a part hereof, and by this reference incorporated herein as if fully described here.

Public Project. The portion of the Project funded from public sources, including without limitation, federal and/or state grants as well as other contributions, and that includes the areas as generally described in the Schematic Design Documents attached hereto as Exhibit "2".

Requests for Proposals (RFP). Requests for proposals for architectural, engineering and required consulting services with respect to the Project, which will consist of the development of the area north of Logan Street in the City for expansion of Illinois Terminal, parking associated therewith, and the residential/commercial/office/retail building which will house public and private functions in a mixed-use development methodology.

Requests for Qualifications (RFQ). The written solicitation issued by either or both Parties seeking qualifications to be used for the purpose of identifying and establishing a list of proposers that may be invited to respond to a Request for Proposals (RFP). It shall include facts including without limitation, financial capability, reputation, experience, and business competency, which will be considered and evaluated to develop such list.

Satisfactory Continuing Control. The legal assurance that the Public Project will remain available to be used for its originally authorized purpose throughout its useful life or until disposition. Accordingly, Satisfactory Continuing Control means that MTD will undertake measures necessary to ensure that Developer's use of the real property will be limited to the purposes authorized under this agreement. Developer's use of the real property will not interfere with MTD's use of the property for transit purposes, or compromise safety. Developer's use will have non-transit purposes that do not conflict with the existing transit operating plans which will/can enhance system ridership and raise revenue. MTD will conduct continued oversight to ensure Developer uses the real property for authorized purposes only. If Developer properly assigns its rights, duties, and obligations under this agreement, both parties agree that the assignee will be subject to the same terms of Satisfactory Continuing Control as required hereunder. Developer agrees that in the event it enters into any agreement, conveyance, or other instrument of any kind or character with any third party by which it purports to assign, convey, or transfer its interest, that such agreement, deed, conveyance or other instrument shall include provisions that impose covenants, restrictions, terms and conditions which confirm and enable MTD to adequately maintain Satisfactory Continuing Control of the Public Project and that such agreement, deed, conveyance or other instrument assure access thereto pursuant to the terms of the FTA Master Agreement, as amended.

Schematic Design Documents. The drawings and written descriptions which establish the design concepts for the Project as set forth in Exhibit "2".

Unavoidable Delays/Force Majeure. Acts of God, casualties, war, terrorism, embargo, riots, strikes, widespread disease, unavailability of materials (but not failure of a party to pay for such materials), litigation commenced by third persons (including litigation seeking to enjoin the ability of a party to act), and all other

acts or omissions, causes or events which are with respect to a party beyond that party's control including without limitation, any delays related to compliance with the requirements of the Federal Transit Administration ("FTA"), the Illinois Department of Transportation ("IDOT") or any other governmental agencies that exercise oversight and control over the Project.

II. UTILIZATION OF PROPERTY.

- A. MTD shall ensure that a certain undeveloped portion of the real estate upon which the Illinois Terminal is situated, (bearing permanent tax identification number 42-20-12-484-009), remains available for the underlying transit purposes set forth in Exhibit 3. which describes the parking deck while also being adequately utilized and placed in a development Project with the Developer in order to develop and build a multi-story structure consisting of facilities generally described as bus/vehicle routing, MTD office space, parking and residential/commercial/office/retail development, as the Parties deem appropriate upon completion of Design Development Documents as follows:

Components

- i. Area 1 – MTD bus, train and other transit services attached to the structure of the building itself;
- ii. Area 2 – Parking;
- iii. Area 3 – Residential/Commercial/office/retail space.

The public transportation benefit, residential/commercial/office/retail, and parking related elements shall be in a form and substance mutually acceptable to MTD and Developer as set forth in Exhibit 2. An educational component in conjunction with the local public school district may also be developed within the portion of the Project to be owned by MTD.

- B. MTD shall retain Satisfactory Continuing Control of the real estate it contributes to the Project as further described herein. Furthermore, in no event shall the real estate be disposed of, modified, conveyed, transferred, assigned, or encumbered in any manner in any way that would compromise MTD's Satisfactory Continuing Control.
- i. While maintaining Satisfactory Continuing Control of the land it contributes to the Project, certain conveyances under a vertical subdivision, condominium concept or functionally similar separation agreement may be undertaken pursuant to an agreement between the Parties with all costs and expenses paid as is customary in an ordinary purchase and sale of commercial real estate in Champaign County, Illinois. No conveyance will materially impact the transit function of the real estate. The portion of the Private Project Property to be conveyed by MTD to Developer shall be conveyed and delivered in a manner recognizing the ownership methodology, free and clear of all liens and encumbrances, except those covenants, conditions, and easements that may exist and conditions imposed in connection with federal and/or state requirements. Parties shall develop as necessary a further agreement to address applicable transferable development rights (air rights).
 - a. The conveyance of the portions of the Private Project Property as necessary ("Conveyed Property") shall occur no later than March, 2023. In the event construction commences prior to conveyance of the Conveyed Property, Developer shall indemnify and hold MTD harmless from any and all claims arising out of the construction and use of the Conveyed Property by Developer or any third party under Developer's direction or control. In the event the conveyance of the Conveyed Property occurs prior to completion of the public improvements applicable to it, MTD shall indemnify and hold Developer harmless from any and all claims arising out of the construction and use of the Conveyed Property by MTD or any third party under MTD's direction or control.
 - ii. Developer shall allow for access by MTD, or control in case of default, to the roof and exterior walls and any other part of the premises improved by federal or state funds as part of the overall Project, as required by FTA or other pertinent federal or state regulations and guidelines.

- iii. In the event that the Conveyed Property has been conveyed by the MTD to Developer and Developer does not commence development within the agreed upon timelines, (as extended by Unavoidable Delays) or terminates this Agreement prior to the commencement of development or in the event the Developer is found to be in default of this Agreement prior to the commencement of development, based on at least ninety (90) days prior written notice of default and opportunity to cure from MTD, with all applicable cure periods having expired, then the Developer, at the request of MTD, shall convey title to the Conveyed Property to MTD, upon written demand to do so. For such reconveyance purpose, requisite deeds shall be held in escrow with a mutually agreed upon third-party who shall act upon terms which have been agreed upon by the Parties.
- C. MTD shall, as may be required, record a restriction against the portion of the Project to be owned by MTD that will prohibit any leasable portion thereof from being used for any residential purposes.

III. CONDITIONS PRECEDENT TO PARTIES' OBLIGATIONS.

- A. Developer's Obligation to Obtain Debt and Equity Financing. The Parties agree that their respective obligations herein are contingent upon the satisfaction and performance of (i) the Developer having obtained debt and equity financing, or commitments for the same, in such amounts and having such financial terms as are reasonable and related to a fair market financing subject to the exercise of Developer's discretion by not later than one-hundred twenty (120) days after execution of this Agreement, and (ii) Developer delivering a completion guaranty for the Project for the benefit of the MTD in form and substance reasonably satisfactory by the Parties and executed by an entity reasonably satisfactory to MTD to be effective from and after the commencement of construction of the Project ("Completion Guaranty"). MTD will have no obligation to perform any action otherwise required herein until Developer provides MTD at the time of execution of this Agreement with satisfactory documentation demonstrating its ability and commitment to obtain (i) equity financing and construction debt financing ("Commitment Letter") and (ii) the Completion Guaranty. MTD shall not be obligated to perform any action required herein after one hundred twenty (120) days from execution of this Agreement if the Developer does not meet the condition precedent set forth herein.
- B. Conditions Precedent to the Parties' Obligations. The Parties agree that the performance of the Parties' obligations set forth herein are contingent upon the satisfaction of the following conditions (in addition to the condition set forth in Section A above):
 - i. Completion and approval of requirements of the National Environmental Policy Act (NEPA) by the Federal Transit Administration (FTA).
 - ii. Completion of TIF Amendment with the City of Champaign
 - iii. Execution of Development Agreement with City of Champaign in a form reasonably satisfactory to Developer.
 - iv. MTD contribution of \$29,000,000 in the form of federal grant 5339b, federal grant 5307, and capital reserve funds.
 - v. Developer contribution of \$40,200,000.00
 - vi. Creation of a new TIF District. The City will create a new Tax Increment Finance (TIF) District for the development project area. The TIF District will provide for financing of eligible elements of the project as well as providing reimbursement of eligible expenses incurred by the Parties as defined in the applicable TIF ordinance. The City's total payment to the Developer pursuant to the TIF shall be as set forth in such ordinance.
 - vii. Availability of exemptions on retailers' occupation tax on building materials, expanded state sales tax exemptions on purchases of personal property used or consumed in the construction process, as well as other eligible fees and charges for which the Developer otherwise qualifies in connection with the Private Project.
 - viii. Availability of Enterprise Zone benefits for the Private Project.

IV. MTD'S AGREEMENT TO PROVIDE ASSISTANCE.

The following sets forth certain intentions, undertakings, and contractual obligations and responsibilities of MTD to Developer under this Agreement, subject to the responsibilities of Developer as set forth in this Agreement (including, without limitation, substantial compliance with the Development Timetable.

- A. Grants and Loan Applications. MTD shall use federal and/or state grant and loan funds as it deems necessary to finance the Project.
- B. Associated Development. It is the expectation of MTD that with the possible future development of residential, hotel and conference, and UIUC related athletic arena and convention facilities incorporated into or immediately adjacent to Illinois Terminal, there will be increased public transportation ridership, reduced travel times for event attendees, deferred and reduced transit operating and capital costs due to lesser wear and tear, and increased connectivity to public transportation because the terminal, bus and taxi services, private transportation, and Amtrak will all be centrally located in the downtown area.
- C. Related Benefits. MTD shall collaborate with Developer and the City regarding any Enterprise Zone or TIF District as permitted by law for the benefit of the Project including, the means by which materials can be purchased for the construction of the Project without the imposition of sales tax and other economic benefits may be obtained as are available under law. MTD may cooperate with and assist Developer in its application for all Enterprise Zone and TIF District benefits with the City, if any, but MTD does not warrant or assure or guarantee that any such benefits will be available to Developer.
- D. Timelines for Transportation Services. MTD agrees to aid and assist Developer in enforcing timelines for funding of the Public Project, implementing bus and train service, and completing construction as administrator of applicable grants. The Parties understand and acknowledge that MTD does not have control over the receipt of the grant funds, but that MTD will work expeditiously to ensure such receipt occurs in a timely manner.
- E. Maintenance of Public Areas: The public areas of the Project are subject to an Intergovernmental Agreement between City and MTD whereby MTD will operate such public areas developed for mass transit, except for any parking areas. MTD and Developer(s) may enter into an agreement whereby MTD or its assigns will contract with Developer(s) or its assigns to provide maintenance services for such public areas.

V. PARTIES AGREEMENT TO DEVELOP PROPERTY.

- A. Agreement. Upon the execution of this Agreement, the Parties shall undertake and complete the Project substantially in accordance with the plans and specifications, which plans and specifications must be approved by MTD prior to commencement thereof (such approval may not unreasonably be withheld), as may be normal, customary, or required in order to proceed with the Project, in accordance with all applicable laws, rules, codes, regulations, and ordinances, including without limitation, MTD's required processes, procurement manual, and any Federal Transit Administration (FTA) or other federal or state requirements that may apply to the Project. The FTA Master Agreement incorporates "joint development purposes that generate program income to support transit purposes" into a grant's originally authorized purpose even when not specified in the grant award. In addition, it is understood and agreed that development, use of, and construction on the Project Property, shall at all times comply with and be in accordance with this Agreement, the final plat of subdivision, the City zoning code, any applicable subdivision code and any special use(s) granted in connection therewith, the Final Development Plan, the landscape plan, the elevations plan, governing documents, including homeowners or condominium association documents (if any), and all other requirements of law; it being further understood and agreed that in the event of a conflict between or among any of the above plans or documents, the plan or document that provides the greatest control and protection for MTD, as determined by its Managing Director, shall control. All of the above plans and documents shall be interpreted so that the duties and requirements imposed upon any one of them are cumulative among all of them, unless otherwise provided in this Agreement.
- B. Project Elements. Subject to compliance and oversight requirements of MTD, the Parties shall complete the following Project elements:

- i. Expand bus routing and connecting structure (ramp), as well as a new parking deck. A residential/commercial/office/retail structure shall be developed using both public and "Private Funds" (being defined as all sources of funding other than the existing federal and/or state of Illinois grants). Such structure is anticipated to be up to five (5) floors with approximately 374 parking spaces including adequate spaces for transit and transit-supportive uses, as defined in Exhibit "3". The Project shall be built and finished in accordance with the Schematic Design Documents.
- ii. Complete the residential/commercial/office/retail areas, separate from common public space for passenger bus or rail service, using Private Funds. Developer will be solely responsible for leasing residential/commercial/office/retail space and maintaining residential, commercial or retail space, except for the expansion of Illinois Terminal. Developer shall use commercially reasonable efforts to lease, build out, and finish all residential/commercial/office/retail space. Until such time as the residential/commercial/office/retail space is completed, Developer shall protect such areas and keep them in a slightly condition. Developer may use exterior spaces outside of the residential/commercial/office/retail Building for outdoor dining or other uses; provided that, Developer applies for and obtains suitable licensing from the City for such uses.
- iii. Undertake and install Chester/Water Streets parking control equipment sufficient to comply with the City's requirements.
- iv. The Parties will ensure that MTD will receive a Fair Share of Revenue from the Project as required by the FTA, and MTD shall obtain any required approvals from the FTA regarding the proposed sharing of Project "Gross" Revenue" prior to the commencement of construction of the Project. Gross Revenue means all monies received from tenants to pay for space, utilities, and services under a rental agreement or lease. "Fair Share of revenue" is a division of revenue generated from a Joint Development project that the project sponsor (MTD) and Developer negotiate and agree that MTD shall receive. The Fair Share of revenue may be amortized over the life of the Project. Determination of the Fair Share of revenue for the Project to be received by MTD which shall be the greater amount in an annual payment of:
 - (a) Two Hundred Thousand Dollars [\$200,000] annually adjusted for inflation as determined by the Consumer Price Index to begin three (3) years after completion of the Project for the period of 30 years, or
 - (b) Five Percent [5 %] of gross revenues for the Private Project, from all leases therein for a period of thirty [30] years; provided that such thirty [30] period shall commence when the net leasable space of the Private Project is seventy-five percent [75%] occupied by rent paying tenants.
 - (c) The determination of such annual payment amount shall be made by November 1 of each year and then paid by December 1 of such year.
 - (d) If MTD's contribution to the shared portions of the parking deck and structural elements of the parking deck building exceeds the anticipated amount of \$6,000,000.00 then item (a) of this section shall be increased proportionally and this agreement shall be amended to reflect such proportional increase.

Revenue received by MTD will be used for public transportation purposes in accordance with FTA Circular 7050.1B. Revenue received by MTD, which is derived from Developer's use, shall only be used for the capital or operating expenses of the MTD.

- v. At all times during construction of the Project, keep all routes used for construction traffic to be free and clear of mud, dirt, debris, obstructions and hazards (to the extent reasonably practicable) and shall repair any damage to public property caused by such construction traffic.

- vi. Employ “environmentally sustainable practices” to the extent reasonably and economically feasible.
 - vii. Be able to substantially meet a project timeline with commencement of construction on or about March, 2023 and substantially complete construction defined by City issuing a Certificate of Occupancy for the Project by December, 2025, all subject to extensions for Unavoidable Delays; provided that Developer shall not seek a Certificate of Occupancy until all public improvements are complete.
 - viii. A Joint Development must provide that a non-transit person making an agreement to occupy space in a facility constructed with FTA assistance must pay a Fair Share of the costs of operating and maintaining the facility to the project sponsor. 49 U.S.C. § 5302(G)(iv). “Person” here includes natural persons as well as businesses. The FTA will not attempt to define what amounts to a Fair Share of the costs of operating and maintaining the facility and will not impose a particular valuation methodology. FTA Circular 7050.1B. The FTA will accept commercial valuation methodologies used by the project sponsor to determine a Fair Share of the costs of operating and maintaining the facility. FTA reserves the right to decline project funding or approval if the rental payment, or other means, is less than the actual cost to the project sponsor to operate and maintain the space in its facility. MTD shall obtain any required approvals from the FTA regarding the payment by tenants of their Fair Share of the costs of operating and maintaining the facility prior to commencement of construction of the Project.
The Fair Share of costs shall be paid in the form of rental payments in order for MTD to recover such Costs, including without limitation, identified under FTA C7050.1B (III-7) such as, property acquisition, demolition, and site preparation, provided that the value of such is at least equal to the Costs of operating and maintaining the structure or facility.
- C. Code Compliance and Environmental Certification: Developer shall comply with all applicable building codes that are in effect as of the date of execution of this Agreement. Developer shall certify that the Project, as designed, is and shall be in full compliance with all applicable state and local laws and ordinances. Developer also acknowledges that no utilities located on or in the Project shall be connected to the water, stormwater and sewer utilities belonging to MTD, except in accordance with the applicable provisions of the City Code and upon payment of any connection fees required by the City Code.
- D. Assessed Valuation and Payment of Property Taxes. Payment of property taxes for the Private Project Property shall be the responsibility of the Developer.
- E. Private Project Property Not to Be Tax Exempt: Developer acknowledges that MTD cannot provide incentives unless certain conditions are met, including without limitation, to owners or tenants of the Project, other than public tenants or users, being ad valorem real estate tax generating and taxpaying entities. It is understood and agreed by Developer that private tenants of the Project and Developer will not seek property tax exemption status based upon the tax-exempt status of the MTD, except for those typically available under law such as, homestead exemptions. Further, Developer agrees that as it relates to the Private Project element, as defined within this Agreement, or later to be included in the Project, Developer:
- i. shall exercise due diligence in determining if any person or entity attempting to lease or purchase is claiming tax -exempt status (except as otherwise provided above) based on the tax-exempt status of the MTD;
 - ii. shall incorporate into any and all future leases or sales agreements for or related to the Private Project Property the following clauses: for a lease, “Tenant agrees that during the term of this lease it shall not seek tax -exempt status based on the tax-exempt status of the MTD;” and for a sales agreement, “Buyer agrees that at no time will tax -exempt status upon a basis related to the MTD be sought;”

- iii. shall not claim tax exempt status itself for any of the private areas of the Private Project based on the tax-exempt status of the MTD, so long as it or its successor(s) maintains ownership of the Private Project Property; and
 - iv. shall pay all property taxes for the Private Project when due and payable.
- F. Developer Not to Sell Private Components Until Project Completion. Notwithstanding Article XVII and except for leases to occupy space within the Project, Developer agrees that until the Certificate of Occupancy for the Private Project is issued by City, Developer, shall not, without MTD's consent (not to be unreasonably withheld): (i) enter into a merger, sale, transfer, conveyance, liquidation or consolidation that would have a materially adverse effect on the ability of the Developer to complete the Project; (ii) directly or indirectly sell or transfer all or substantially all of its assets; (iii) enter into any transaction outside the ordinary course of business that would materially and adversely affect the ability of the Developer to complete the Project; or (iv) assume or guarantee the obligations of any other person or entity that would materially and adversely affect the ability of Developer to complete the Project. In all instances, MTD shall maintain Satisfactory Continuing Control of the Public Project for the useful life of the structure or facility as described in Sections I defining Satisfactory Continuing Control and II regarding Utilization of Property.
- G. FTA Requirements. As an FTA-assisted Capital Project, this joint development agreement must satisfy four (4) eligibility criteria set forth in the statutory definition of capital project at 49 U.S.C. § 5302(3)(G). That definition specifies common joint development activities that are eligible for FTA assistance. Project sponsors of an FTA-assisted joint development must ensure that the project satisfies all four (4) eligibility criteria in order to be eligible for capital funding. Those criteria are as follows:
- i. Enhancing economic development or incorporating private investment;
 - ii. Enhancing the effectiveness of a public transportation project and relating physically or functionally to that public transportation project or establishing new or enhanced coordination between public transportation and other modes of transportation; or establishing new or enhanced coordination between public transportation and other modes of transportation
 - iii. Providing a fair share of revenue for public transportation that will be used for public transportation purposes; and
 - iv. Requiring that a non-transit person occupying space in a joint development facility shall pay a fair share of the costs of the facility through rental payments or other means.

The above-referenced criteria are set forth in the FTA's guidance on joint development, FTA Circular 7050.1 B.

- H. Prevailing Wage. MTD and Developer understand that applicable federal and state prevailing wage laws apply to the Project insofar as any public component thereof. Payment of such wages, and compliance with such laws, is the responsibility of Developer and/or its contractors and subcontractors. Developer shall indemnify and hold harmless MTD and the agents, officers and employees thereof against all losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise from any claims pertaining to non-compliance with federal and state prevailing wage laws.

VI. OBLIGATIONS OF MTD AND DEVELOPER AS TO ARCHITECTURAL AND ENGINEERING SERVICES. The Parties have entered into an agreement for procurement of architectural and engineering services. MTD and CCH shall pay their respective shares of costs for architectural and engineering services, including without limitation, such services which delineate costs to be allocated between the public and private components of the Project or combined Project components. Such costs shall include undertaking compliance with the Brooks Act, Federal Transportation Code, Professional Services Selection Act and other applicable Project requirements.

VII. OBLIGATIONS OF MTD AND DEVELOPER AS TO CONSTRUCTION.

The Parties understand and agree that the construction of the Project is complex, given the private and public components and associated requirements. To delineate responsibilities, the Parties agree to the following overall guidelines for construction.

- A. The Parties shall elicit bids in accordance with required procurement policies, contract, and oversee construction of the Public Project, including the access ways on the first floor, the waiting area for passengers, the office area / IT space, the walkway or connecting structures, landscaping, streetscaping, public restrooms, parking and other public improvements as eligible under federal and/or state grant funds, as well as the core and shell of the entire Building and related structures. Any building or ancillary facilities constructed with the use of governmental funds (whether federal, state, or local) shall have a useful life of not less than fifty (50) years.
- B. Developer shall elicit bids, contract, and oversee construction (as applicable) to finish residential/commercial/office/retail areas that are only part of the Private Project.
- C. The Parties agree to construct the Project in accordance with the Schematic Design Documents.
- D. The Parties agree to adhere to the Development Timetable unless the Project is delayed by Unavoidable Delays. In the event such Unavoidable Delays occur, the Parties agree to implement a revised Development Timetable that is mutually agreeable.
- E. Special use permit(s), as necessary, shall be applied for by Developer and/or MTD in order to develop the Project Property. MTD makes no representation as to whether the permit will be granted, but MTD agrees that MTD will recommend approval of the special use to applicable governmental bodies as long as the application meets all requirements.
- F. The Parties shall work in good faith and cooperatively to determine a final Construction Budget, with the understanding that only eligible costs shall be allocated to federal and/or state grant monies. The MTD shall pay all costs associated with the Illinois Terminal (IT) as follows: (i) the expansion of the IT, (ii) the renovation of the existing IT, (iii) the improved entrance to IT together with construction of intercity and rural bus platforms associated therewith, and (iv) the acquisition of land from the City, commonly known as 101 and 132 S. Market, Champaign, as legally described in Exhibit 1 hereto. These costs are estimated at Seventeen Million Three Hundred Thousand Dollars (\$17,300,000.00) The allocation of other costs shall be undertaken such that MTD shall pay forty percent (40%), estimated at \$5,000,000.00 of the costs for the parking deck and estimated at \$6,000,000.00 for the structural elements (including, the foundation, columns, and exterior components) of the building in which the parking deck will be located. Developer shall pay the remaining Project costs.
- G. MTD and Developer shall participate in a construction management process in connection with the Project. Any design conflicts between or among the architects or contractors shall be resolved through the following CMT process.
 - i. A Construction Management Team ("CMT") for the Project may be organized to bring together local public and private interests to facilitate and oversee the development of the Project, including the Public Project, the Private Project and related public improvements. The CMT shall consist of representatives of the following entities: MTD, City, Developer, and others deemed necessary. Representatives may be employees of or contractors to each entity. Each entity may replace its representative at any time, although all entities will use commercially reasonable efforts to maintain consistency of representation on the CMT throughout the duration of this Agreement.

In addition, or alternatively, an internal committee may be formed by the Parties, to be comprised of representatives from various interested stakeholders such as, Planning, Environmental, and Project Development (PEPD); Design, Engineering, and Construction Management (DECM); and Procurement & Contracts. The committee shall be able to review, among other things, the project completion and method configurations based on the following

criteria: size and complexity, contract interfaces, jurisdictional boundaries, construction access and staging, maintenance of traffic, and staffing requirements, and other agreed upon similar requirements. The Project management process shall be derived from and include Requests for Qualifications (RFQ) and Requests for Proposals (RFP). During the RFP process, the Parties shall address competition by establishing evaluation criteria that is specific to the Project, along with other required criteria. Firms have the opportunity to demonstrate their proposals and experience on projects of similar scope and size and other alternative delivery methods, such as Construction Manager (CM) at Risk. That process will allow the Parties to determine the most appropriate firms and require design elements to preserve and not interfere with transit purposes.

- ii. DESIGN DEVELOPMENT DOCUMENTS: The Schematic Design Documents as well as the Design, Engineering & Construction Administration document, represent the agreed-upon and intended development which shall serve as the base line for the Design Development Documents. All design elements developed in such Documents shall preserve and not interfere with transit functions. Upon the execution of this Agreement, and until the approval or comment by the CMT of the portion of the Design Development Documents related to the Project, Developer shall keep the CMT advised of proposed changes from the Schematic Design Documents related to the Project. The CMT may also propose changes to the Schematic Design Documents related to the Project. None of the parties may invoke a change from the Schematic Design Documents related to the Project over the objection of another party. At a minimum, every ten (10) days until the CMT gives its final comments or approval with respect to the final Design Development Documents related to the Project, Developer shall report to the CMT any proposed changes from the Schematic Design Documents developed by it and, if the CMT so requests in writing to the Developer, it shall supply to the CMT the design documents in process that relate to the proposed changes from the Schematic Design Documents. The CMT may at any reasonable time review design documents related to the Project in process at Developer's place of business, and Developer will cooperate in any such reviews. The CMT shall advise the Developer, in writing, of any formal objections to the design documents related to the Project in process, so as to facilitate a more efficient and effective completion of the Design Development Documents with respect to the Project. The Parties shall develop a method of procurement consistent and compliant with federal, state, and local requirements, laws and regulations.
 - a. Developer, as the designing party, shall provide to the CMT the proposed final Design Development Documents for the Project for review and comment on the final Project Design Development Documents with respect to the Project by the CMT, as consistent with the Schematic Design Documents for the Project and any mutually approved changes thereto. In order to provide sufficient time to coordinate meeting schedules with all CMT members and other interested parties, Developer shall provide a ten (10) day advance notice to CMT of its intent to submit final Design Development Documents for the Project to the CMT.
 - b. The CMT shall review the proposed final Design Development Documents with respect to the Project so submitted for conformance to the Schematic Design Documents for the Project within ten (10) days of the date on which such materials are submitted by Developer. If the CMT finds the proposed Design Development Documents for the Project submitted are in conformance with the Schematic Design Documents for the Project and this Agreement and that all changes from the Schematic Design Documents for the Project have been completed, the CMT shall cause one copy of them to be executed by its appropriate official so indicating and to be returned to Developer within such period. A conforming duplicate set shall be maintained on file with the CMT.
 - c. If the CMT finds that the materials submitted as to the Project are not in conformance with the Schematic Design Documents for the Project, and thus declines to approve them, it shall provide to Developer within such ten (10) day period a signed letter indicating with reasonable specificity the areas in which the CMT believes there is nonconformance and shall also indicate such adjustments the CMT believes are necessary to make them conform to the Schematic Design Documents for the Project.

Developer may then submit such revisions to the proposed Design Development Documents as it deems necessary to address the objections of the CMT (in which case the CMT must respond within ten (10) days after receipt of such revisions in the manner indicated above). This process and requirements of timing shall continue until the Design Development Documents for the Project conform to the Schematic Design Documents for the Project and any mutually approved amendments thereto; provided that, after the initial submittal, Developer shall not be required to provide advance notice of additional submittals. Failure to prepare and submit Design Development Documents for the Project that conform to the Schematic Design Documents for the Project and any mutually approved amendments thereto shall be a default of this Agreement; provided that, the CMT shall not unreasonably withhold its approval of Design Development Documents for the Project that substantially conform to the Schematic Design Documents for the Project. If the CMT fails to respond within any of the aforesaid ten (10) day periods, the proposed Design Development Documents for the Project so submitted shall be deemed approved and the CMT shall, upon request, execute a certificate of approval, but failure to receive the certificate shall not preclude a designing party from commencing preparation of the Construction Documents. Prior to action by the CMT on the Design Development Documents for the Project or changes to the Schematic Design Documents for the Project, some or all of the members of the CMT may review the plans and documents submitted by Developer with other property owners and other interested parties and seek their comments, concerns and suggestions.

- iii. **CONSTRUCTION DOCUMENTS:** The Design Development Documents shall serve as the baseline for the Construction Documents. From the completion of the Design Development Documents until the completion of the final Construction Documents, Developer shall keep the CMT advised of all materials changes from the Design Development Documents for the Project. The CMT may also propose changes from the Design Development Documents for the Project. The CMT may, at any time, and at its own expense, review and copy the Construction Documents in process at the designing party's place of business and the designing party shall cooperate in any such reviews. Prior to making application for a building permit or undertaking any construction of the Project, Developer will provide to the CMT the proposed final Construction Documents. The CMT shall review the proposed final Construction Documents so submitted for conformance to the Design Development Documents for the Project following the same procedures and time frames prescribed above for the review and approval of the Design Development Documents for the Project.
- iv. **CONSTRUCTION PROCEDURES:** The CMT shall have the ongoing right to inspect the Project during construction for compliance with the Construction Documents, and all shall cooperate with such inspection.
 - a. Developer will substantially comply with the respective safety programs of the CMT participants and uniformly implement such programs with regard to the Project.
 - b. During the course of construction, Developer will grant to MTD and any public utility company, as may be appropriate, the right to enter the Project site at all reasonable times for the purpose of reconstructing, maintaining, repairing, or servicing the public utilities located within and upon the Project site. The Parties, in coming upon the Project site, will not unreasonably interfere with the progress of construction as a result of such inspection. No compensation shall be payable nor shall any charge be made in any form by any party for access provided for in this section.

VIII. WARRANTIES OF MTD.

MTD represents and warrants to Developer that it is empowered and authorized to execute and deliver this Agreement, lend and deliver the assistance described herein, and execute and deliver all other agreements and documents, if any, required hereunder to be executed and delivered by MTD. MTD further represents to Developer that it has fully complied with and satisfied the grant requirements pertaining to entering into this Agreement. This Agreement has been, and each such document at the time it is executed and delivered shall be, duly executed and delivered on behalf of MTD pursuant to its legal power and

authority to do so. When executed and delivered by MTD to Developer, all such agreements shall constitute a legal, valid, and binding obligation of MTD, enforceable in accordance with the terms of all such agreements.

IX. WARRANTIES OF DEVELOPER.

- A. Developer represents and warrants to MTD that Developer is an Illinois Limited Liability Company duly organized and existing under the laws of the State of Illinois and that all proceedings of Developer necessary to authorize the negotiation and execution of this Agreement and the consummation of the transaction contemplated by this Agreement have been taken in accordance with applicable law.
- B. Developer represents and warrants to MTD that this Agreement has been duly authorized, executed, and delivered by Developer, and shall be enforceable against Developer by its terms, except to the extent that such enforceability shall be limited by bankruptcy, or solvency, or similar laws of general application affecting the enforcement of creditors rights.
- C. Developer represents and warrants to MTD that the execution and delivery of this Agreement, and the consummation of the transactions contemplated in this Agreement shall not violate any provisions of its operating agreement or any other contract, agreement, court order or decree to which Developer may be a party or to which Developer may be subject, or any applicable federal or state law or municipal ordinance.

X. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (“ADA”).

The Parties shall share responsibility for ADA compliance for the Project as a whole, with allocations between them as to public and private elements thereof.

XI. COMPLIANCE WITH STATE HISTORIC PRESERVATION OFFICE (“SHPO”).

The Parties agree to meet all requirements of the SHPO, if any such requirements apply.

XII. ENVIRONMENTAL PROTECTIONS / NATIONAL ENVIRONMENTAL POLICY ACT (NEPA).

- A. General. The Parties shall comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including federal, state, and local laws, ordinances, regulations, and requirements and follow applicable guidance.
- B. National Environmental Policy Act. An Award of federal assistance requires the full compliance with applicable environmental laws, regulations, and requirements. Accordingly, the Parties shall: (1) comply and facilitate compliance with federal laws, regulations, and requirements, including, but not limited to: (a) Federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139, (b) the National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 et seq., as limited by 42 U.S.C. § 5159, and CEQ’s implementing regulations 40 C.F.R. Part 1500 – 1508, (c) joint FHWA and FTA regulations, “Environmental Impact and Related Procedures,” 23 C.F.R. Part 771 and 49 C.F.R. Part 622, (d) Executive Order No. 11514, as amended, “Protection and Enhancement of Environmental Quality,” March 5, 1970, 42 U.S.C. § 4321 note, and (e) other federal environmental protection laws, regulations, and requirements applicable to the Recipient (MTD) or the Award, the accompanying Underlying Agreement, and any Amendments thereto; and (2) Follow the federal guidance identified herein to the extent that the guidance is consistent with applicable authorizing legislation: (a) joint FHWA and FTA final guidance, “Interim Guidance on MAP-21 Section 1319, Accelerated Decision making in Environmental Reviews,” January 14, 2013, (b) joint FHWA and FTA final guidance, “SAFETEA-LU Environmental Review Process (Pub. L. 109-59),” 71 Fed. Reg. 66576, November 15, 2006, and (c) other federal environmental guidance applicable to the Recipient (MTD) or the Award, the accompanying Underlying Agreement, and any Amendments thereto.
- C. Environmental Justice. The Parties shall promote environmental justice by following: (1) Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and

Low-Income Populations,” February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, (2) U.S. DOT Order 5610.2, “Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations,” 62 Fed. Reg. 18377, April 15, 1997, and (3) the most recent edition of FTA Circular 4703.1, “Environmental Justice Policy Guidance for Federal Transit Administration Recipients,” August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

- D. Other Environmental Federal Laws. The Parties shall comply or facilitate compliance with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to “Protection of Wetlands,” and Executive Order Nos. 11988 and 13690 relating to “Floodplain Management.”
- E. Use of Certain Public Lands. The Parties shall comply with U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as “Section 4(f)”), and joint FHWA and FTA regulations, “Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites,” 23 C.F.R. Part 774, and referenced in 49 C.F.R. Part 622.
- F. Historic Preservation. The Parties shall: (1) comply with U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as “Section 4(f)”), which requires certain findings be made before an Award may be undertaken if it involves the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places, (2) encourage compliance with the federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108, (3) comply with the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 et seq., (4) comply with U.S. Advisory Council on Historic Preservation regulations, “Protection of Historic Properties,” 36 C.F.R. part 800, and (5) comply with federal requirements and follow federal guidance to avoid or mitigate adverse effects on historic properties.

XIII. FEDERAL TRANSIT ADMINISTRATION (“FTA”) REVIEW.

The Parties acknowledge and agree that this Agreement is subject to FTA review and approval. The Parties shall amend this Agreement to the extent necessary to comply with FTA requirements and agree to negotiate in good faith to amend this Agreement in the event that it does not meet FTA approval. In the event that public monies are not allocated or approved for Project-wide improvements as contemplated herein, the Parties agree to negotiate alternative public funding sources for such improvements. The Public Project will abide by all applicable federal and state of Illinois requirements for all Public Project activities, including all work expending federal, state and MTD funds for the Public Project. The Parties understand, acknowledge, and agree that Federal Transit Administration Requirements which may, in part, be expressly stated elsewhere and as applicable, shall apply to this Agreement.

XIV. INDEMNIFICATION.

- A. Developer shall indemnify and hold harmless MTD, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorneys’ fees) which may arise directly or indirectly:
 - i. from the failure of Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by Developer) to timely pay any contractor, subcontractor, laborer or materialman (provided, however, that Developer shall have no obligations under this subsection if such failure is the result of MTD’s failure, despite all conditions set forth in this Agreement to the making of such contributions being satisfied, to make any of its required contributions to the Project, including, without limitation those set forth in Section VII(F) hereof); and

- ii. from any default or breach of the terms of this Agreement by Developer (other than a failure to complete the Project, which shall be covered by the Completion Guaranty); and
- iii. from any claim arising out of Developer's work and areas of responsibility on the Project during the construction period; and
- iv. from any negligence or reckless or willful or wanton misconduct of Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by Developer); and
- v. from any claims arising from or related to non-MTD controlled areas after the Project is completed.

Developer shall, at Developer's sole cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against MTD, its agents, officers, officials or employees in any such action, Developer shall, at Developer's sole expense, satisfy and discharge the same. This paragraph shall not apply, and Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of MTD or any of its officers, agents, employees or contractors.

B. MTD shall indemnify and hold harmless Developer, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorneys' fees) which may arise directly or indirectly:

- i. from the failure of MTD or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by MTD) to timely pay any contractor, subcontractor, laborer or materialman; and
- ii. from any default or breach of the terms of this Agreement by MTD; and
- iii. from any claim arising out of MTD's work and areas of responsibility on the Project during the construction period; and
- iv. from any negligence or reckless or willful or wanton misconduct of MTD.

MTD shall, at MTD's sole cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against Developer, its agents, officers, officials or employees in any such action as it relates to MTD acts or omissions where liability could be imposed upon it as a local governmental entity, MTD shall, at MTD's sole expense, satisfy and discharge the same. This paragraph shall not apply, and MTD shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of Developer or any of its officers, agents, employees or contractors.

XV. INSURANCE.

The amount, nature and extent of the insurance will be significant and finally determined during the course of formulating the necessary agreements and determining the final expected costs of the Project and the components thereof. The Developer shall purchase and maintain such liability coverages, including general commercial liability, builders risk, automobile liability, umbrella or excess liability, and such other coverages as agreed upon by the Parties.

XVI. ENTIRE AGREEMENT.

This document and any exhibits or amendments hereto contain the entire agreement between Developer and MTD as to this Agreement and its burdens and benefits shall inure to the benefit of, and shall be binding upon the Parties hereto and their respective heirs, executors, successors, and assigns. This Agreement

or a memorandum thereof may be recorded and may be modified only by written amendment signed by Developer and MTD.

XVII. ASSIGNMENT AND TRANSFER.

- A. The Developer hereunder may assign and transfer the rights, duties, and obligations of Developer to affiliated or successor entities; provided that, such assignments and transfers may be made only with the prior written consent of MTD (which consent shall not be unreasonably withheld). To the extent that FTA approval is necessary for any assignment and transfer, the Developer shall comply with all such requirements of the FTA before any such assignment and transfer is undertaken.
- B. Developer may sell or transfer the Private Project before or after a Certificate of Occupancy is obtained. Developer shall have the right to sell or transfer the Private Project without the consent of the MTD or FTA; provided that, any such assignee or successor shall assume in writing the following obligations (collectively, the "Surviving Obligations"):
 - (i) the obligation to pay the amounts to MTD set forth in Section V(B)(iv) hereof and
 - (ii) the obligation to abide by and perform all of the Developer's obligations pursuant to Section V(B)(viii).
- C. Any such assignee or successor shall not undertake a use of the Private Project in a manner which interferes with the transit purposes of the Public Project. Developer shall notify any assignee or successor in writing at the time of contracting of the Surviving Obligations and that use of the Private Project shall not interfere with the transit purposes of the Public Project.
- D. Developer shall notify the assignee or successor in writing of the need for FTA and/or MTD written consent, if applicable. At the time of contracting, notice of assignment, sale, or transfer shall be contemporaneously sent to the FTA and MTD.
- E. This section shall apply to all assignees and successors. A memorandum indicating the requirements to comply herewith may be recorded by the MTD with the County Recorder (or equivalent).

XVIII. SURVIVAL OF WARRANTIES AND REPRESENTATIONS.

Any warranty, representation, or agreement herein contained shall survive the execution of the Agreement.

XIX. DEFAULT.

The following shall be considered a "Default" under this Agreement and subject to the notice requirements and remedies set forth in this Agreement.

- A. A material breach of this Agreement by either MTD or Developer,
- B. A material breach of any term or condition of the purchase agreement for the purchase and sale of the Private Project Property by either MTD or Developer, or
- C. The Developer ceases to be permitted to do business in good standing in Illinois by the Secretary of State or other regulatory agency of the Illinois government or is otherwise barred or prohibited in any manner whatsoever from participating in projects involving the FTA.

XX. NOTICES.

Any notice required or permitted hereunder shall be in writing, signed by the party giving the notice, and shall be deemed given when (a) hand delivered to the party to whom the notice is addressed; (b) five (5) days after being mailed by certified mail, return requested, United States mail, postage prepaid; or (c) delivered by overnight courier delivery services (such as, Federal Express, UPS, and the like) and addressed to the party at the address shown as follows:

If to MTD
Mr. Karl P. Gnadt
Managing Director
Champaign-Urbana Mass Transit District
1101 E. University Ave.
Urbana, IL 61802-2009

If to Core Champaign Hockey, LLC
1643 N. Milwaukee Avenue, 5th Floor
Chicago, IL 60647
Attn: Brian Neiswender

With a copy to:
Grants and Governmental Affairs Director

With a copy to:
Greenberg Traurig, LLP
77 West Wacker Drive, Suite 3100
Chicago, IL 60601
Attn: Michael Baum, Esq.

Any party may change the address to which notices shall be sent by notice given in accordance with the terms of this paragraph.

XXI. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

XXII. HEADINGS AND CONSTRUCTION.

Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

Any term used herein, regardless of the number or gender in which it is used, shall be deemed and construed to include such other number, singular or plural, and such other gender, masculine, feminine, neuter or entity, as the context of the use of such term may require as if such term had been fully and properly written in such number or gender.

XXIII. APPLICABLE LAW.

This Agreement, and each of its subparts and incorporated items thereto, shall be interpreted under the applicable federal law and the laws of the State of Illinois without application of Illinois conflict of laws principles. Any action brought to enforce or interpret any of its provisions or otherwise involving this Agreement must be filed in a federal or state court located in Champaign County, Illinois.

XXIV. SEVERABILITY.

In the event any part of this Agreement is determined to be illegal, invalid, or otherwise unenforceable, then all such remaining parts not so affected by such illegality, invalidity, or unenforceability shall continue in full force and effect, fully binding both Parties, their respective heirs and assigns, as to such remaining terms.

XXV. NO JOINT VENTURE, AGENCY OR PARTNERSHIP CREATED.

Neither anything in this Agreement nor any acts of the Parties to this Agreement shall be construed by the Parties or any third person to create the relationship of a partnership or agency, between parties.

XXVI. ASSURANCE OF FURTHER ACTION.

From time to time hereafter and without further consideration, each of the Parties to this Agreement shall execute and deliver, or cause to be executed and delivered, such recordable memoranda, further instruments, and agreements, and shall take such other actions, as any other party may reasonably request, in order to more effectively memorialize, confirm, and effectuate the intentions, undertakings, and obligations contemplated by this Agreement.

The Parties further agree to good faith cooperation and fair dealing in executing and undertaking the Project pursuant to this Agreement.

XXVII. DISCLAIMER OF THIRD-PARTY BENEFITS.

The intentions, affirmations, authorizations and agreements among the Parties hereto as expressed herein are approved solely by the Parties hereto and no other; and provided further, however, that neither and none of such intentions, affirmations, authorizations or agreements may be relied upon by any such third person or entity, to such entity(ies) or person(s) detriment, or for any reason whatsoever, whether third person or otherwise. Any such reliance or purported reliance as a third-party beneficiary to this Agreement or predicated upon any other relationship to any of the Parties hereto and each of them, whether real or alleged, is specifically disclaimed by the Parties herein.

XXVIII. DISADVANTAGED BUSINESS ENTERPRISE (DBE).

A DBE goal will be established for the Project, in compliance with FTA requirements. Parties will ensure 49 C.F.R. Part 26 is complied with for the Project.

XXIX. TERMINATION PRIOR TO COMMENCEMENT OF CONSTRUCTION.

A. Termination for Default (Breach or Cause) (General Provision).

If prior to commencement of construction on the Project, Developer fails to perform in the manner called for in the Agreement, MTD may terminate this Agreement for default. Termination shall be effected by serving a Notice of Termination on Developer setting forth the manner in which Developer is in default. and Developer will be paid only for services that have been completed and performed in accordance with the performance milestones set forth in the Agreement.

If it is later determined by MTD that Developer had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of Developer, MTD, after determining a revised performance schedule, may allow Developer to continue work, or treat the termination as a Termination for Convenience.

B. Opportunity to Cure (General Provision).

MTD, in its sole discretion may, in the case of a termination for breach or default prior to the commencement of construction of the Project, allow Developer ten (10) days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Developer fails to remedy to MTD's satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement prior to the commencement of construction of the Project within ten (10) days after receipt by Developer of written notice from MTD setting forth the nature of said breach or default, MTD shall have the right to terminate the Agreement without any further obligation to Developer. Any such termination for default shall not in any way operate to preclude MTD from also pursuing all available remedies against Developer and their sureties for said breach or default.

C. Waiver of Remedies for any Breach.

In the event that MTD elects to waive its remedies for any breach by Developer of any covenant, term or condition of this Agreement prior to the commencement of Construction, such waiver by MTD shall not limit MTD's remedies for any succeeding breach of that or of any other covenant, term, or condition of this Agreement.

XXX. VIOLATION AND BREACH OF AGREEMENT AFTER COMMENCEMENT OF CONSTRUCTION.

A. Remedies.

In the event that construction of the Project has commenced, the substantial failure of either Party to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of such a default, the non-defaulting Party shall have all remedies in law and equity, including the right to specific performance, but not the right to terminate this Agreement.

The Parties recognize that in the event of a breach of this Agreement before the non-defaulting Party takes action contemplated herein, it shall provide the other Party with sixty (60) days written notice that it considers that such a breach has occurred and permit the defaulting Party to respond and to take necessary corrective action. In the event such corrective action is not undertaken, the non-defaulting Party may pursue the remedies hereunder but not the right to terminate this Agreement) upon a further thirty (30) day written notice.

B. Disputes.

MTD and Developer intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the Parties shall use only mediation as an Alternative Dispute Resolution process (unless the Parties expressly agree in writing to arbitration) to resolve disputes in a manner designed to avoid litigation. In general, the Parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within MTD and Developer.

In the event that a resolution of the dispute is not mutually agreed upon, the Parties shall first seek to mediate the dispute, and if mediation is unsuccessful, proceed with litigation de novo.

Pending final settlement of any dispute, the Parties shall proceed diligently with the performance of the Agreement, and in accordance with MTD's direction or decisions made thereof.

C. Performance During Dispute.

Unless otherwise directed by MTD, Developer shall continue performance under this Agreement while matters in dispute are being resolved.

D. Claims for Damages.

Should either Party to the Agreement suffer injury or damage to person or property because of any act or omission of the Party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other Party within a reasonable time after the first observance of such injury or damage.

E. No Waiver

The duties and obligations imposed by the Agreement documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law (provided, however, that the Parties agree that neither shall have the right to terminate this Agreement after the commencement of construction of the Project). No action or failure to act by MTD or Developer shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

XXXI. ESTOPPEL CERTIFICATES.

Each Party, within ten (10) Business Days of its receipt of a written request from any other Party, shall from time to time provide the requesting Party a certificate binding upon such Party stating: (a) to the best of such Party's knowledge, whether any Party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

Exhibit 1

Lot 1 in Champaign-Urbana Mass Transit District Intermodal Transportation Center First Subdivision, as per plat recorded January 22, 1999 as Document Number 99R01977.

Commonly known as: 101 S. Market St., Champaign, IL 61820
PIN: 42-20-12-484-008

Lot 3 in Champaign-Urbana Mass Transit District Intermodal Transportation Center First Subdivision, as per plat recorded January 22, 1999 as Document Number 99R01977.

Commonly known as: 132 S. Market St., Champaign, IL 61820
PIN: 42-20-12-484-010

Part of Lot 2 in Champaign-Urbana Mass Transit District Intermodal Transportation Center First Subdivision, as per plat recorded January 22, 1999 as Document Number 99R01977.

Commonly known as: 45 E. University Ave., Champaign, IL 61820
PIN: 42-20-12-484-009

All of Lots 9 and 10 in Block 10 of Railroad Addition to the Town of West Urbana, now a part of the City of Champaign, as per plat recorded in Book "H" at Page 33 situated in Champaign County, Illinois.

Said land also described as:

Parcel 1:

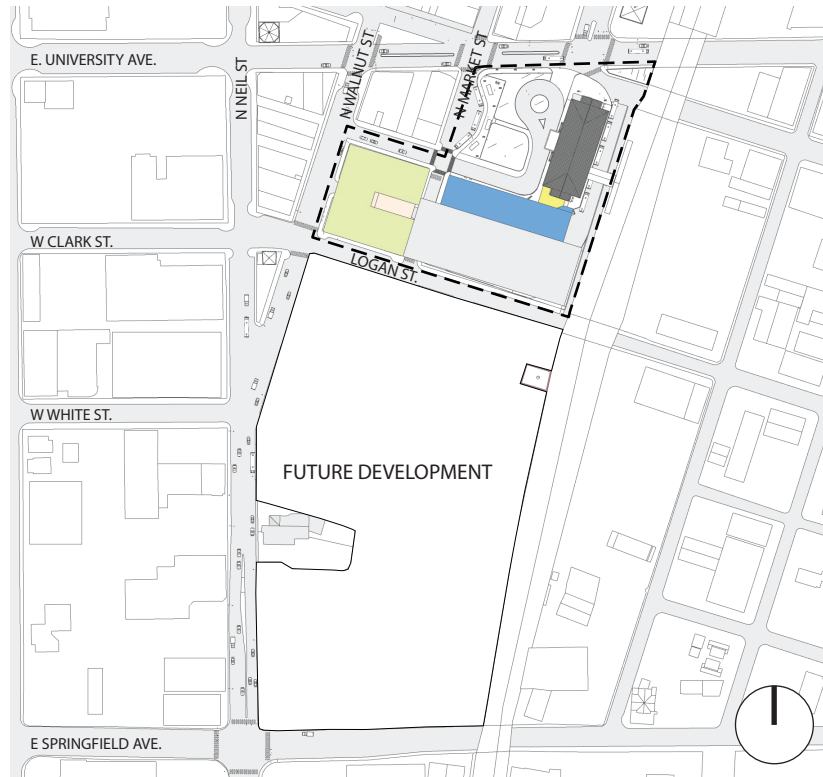
Lot 9, except the South 62 feet thereof, and all of Lot 10 in Block 10 of Railroad Addition to the Town of West Urbana, now a part of the City of Champaign, as per plat recorded in Book "H" at Page 33 situated in Champaign County, Illinois.

And

Parcel 2:

The South 62 feet of Lot 9 in Block 10 of Railroad addition to Urbana, now a part of the City of Champaign, as per plat recorded in Book "H" at page 33 situated in Champaign County, Illinois.

Commonly known as: 118 S. Walnut St., Champaign, IL 61820
PIN: 42-20-12-480-005



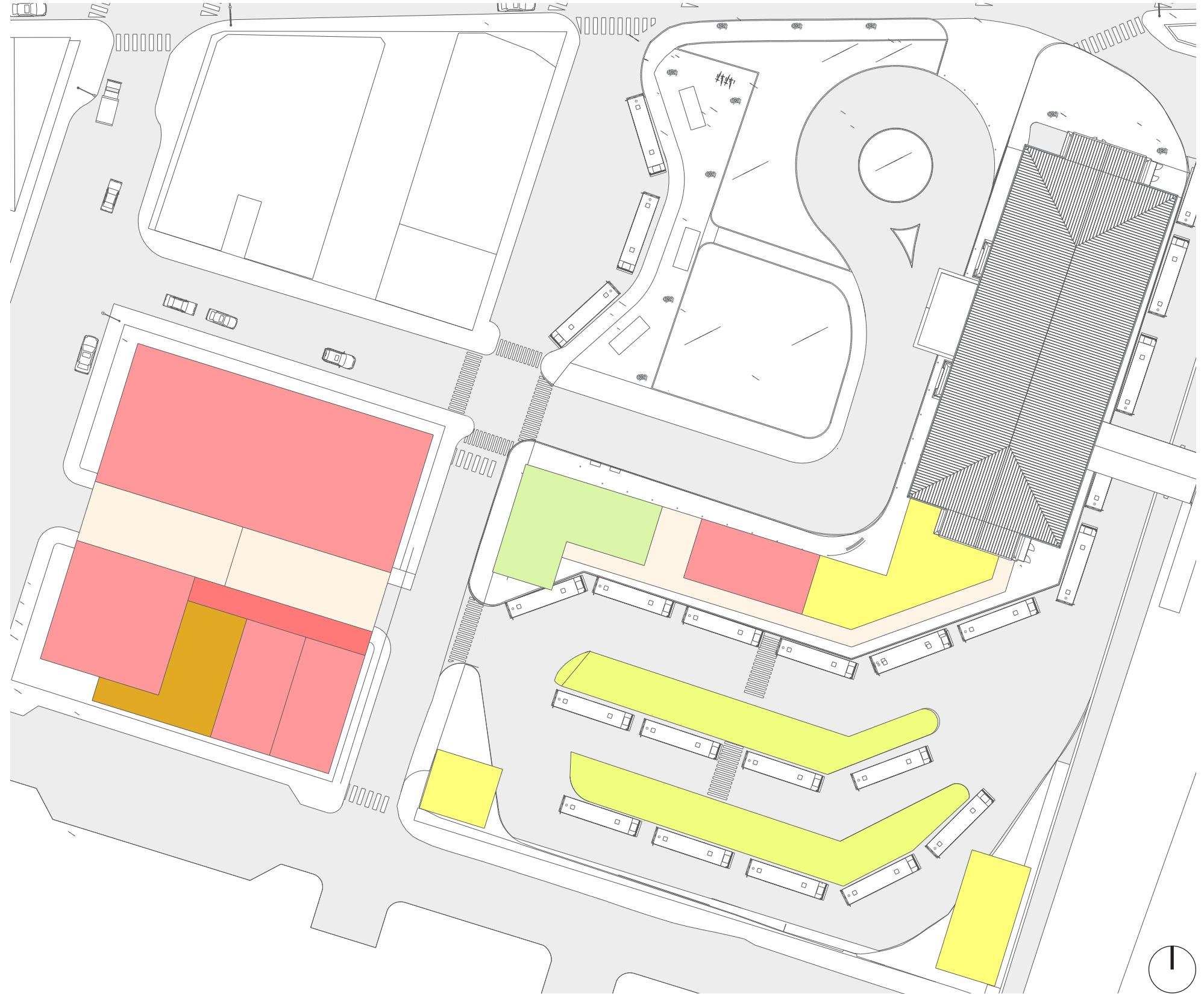
THE YARDS DEVELOPMENT - SITE PLAN

LEGEND

Apartments	Retail	Transport
Amenity	MTD Waiting	Parking Garage
MTD Common	MTD	

LEVEL 1 FLOOR AREAS, NORTH OF LOGAN ST

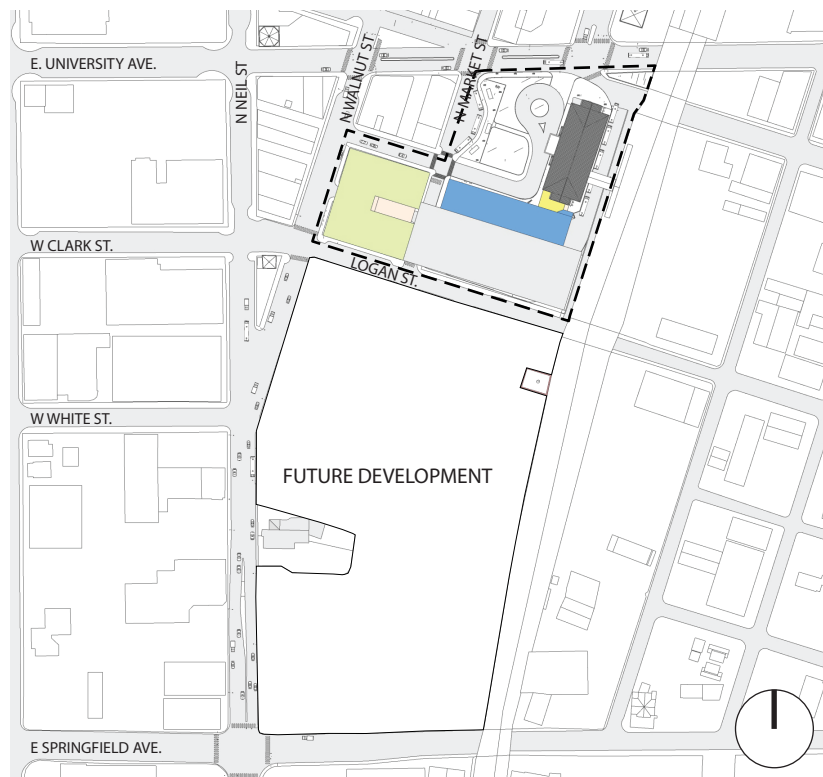
Apartments: 0 sf	MTD Waiting: 2,650 sf
Amenity 2,160 sf	MTD: 0 sf
Hotel: 0 sf	MTD Common: 550 sf
Convention: 0 sf	Parking: 0 sf
Retail: 18,650 sf	Transport: 7,285 sf



LEVEL 1

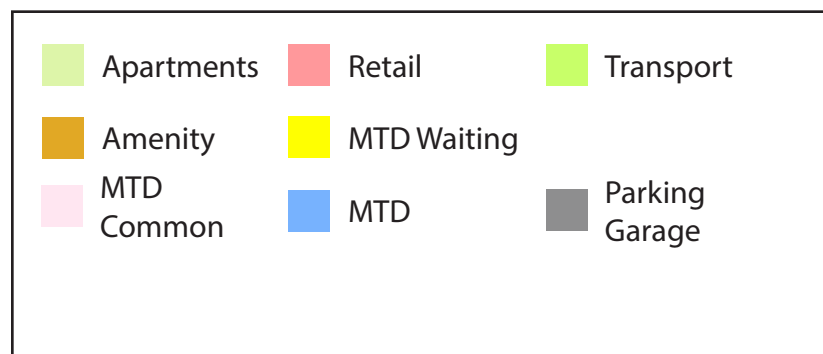
North of Logan
The Yards, Champaign, Illinois





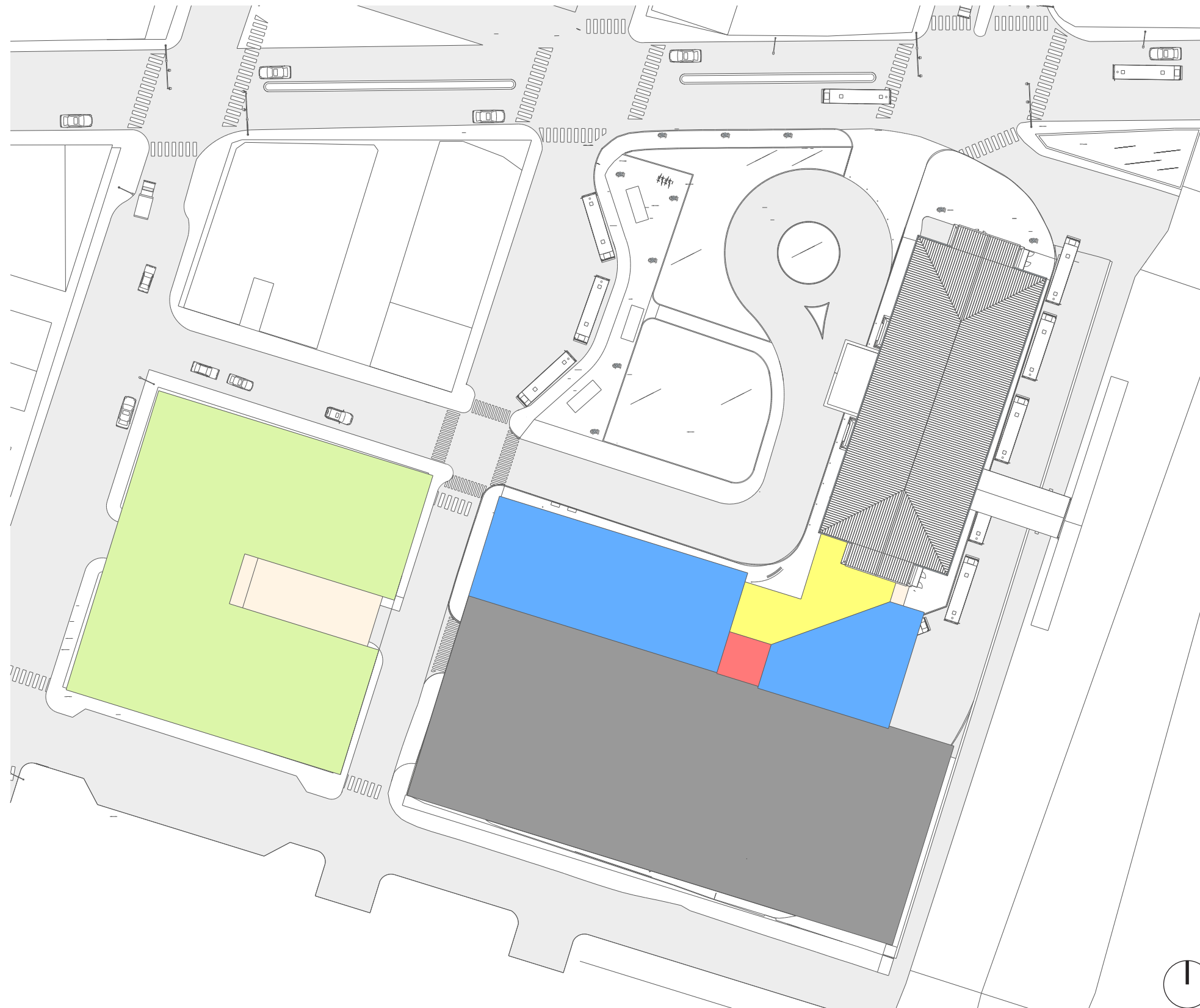
THE YARDS DEVELOPMENT - SITE PLAN

LEGEND



LEVEL 2 FLOOR AREAS, NORTH OF LOGAN ST

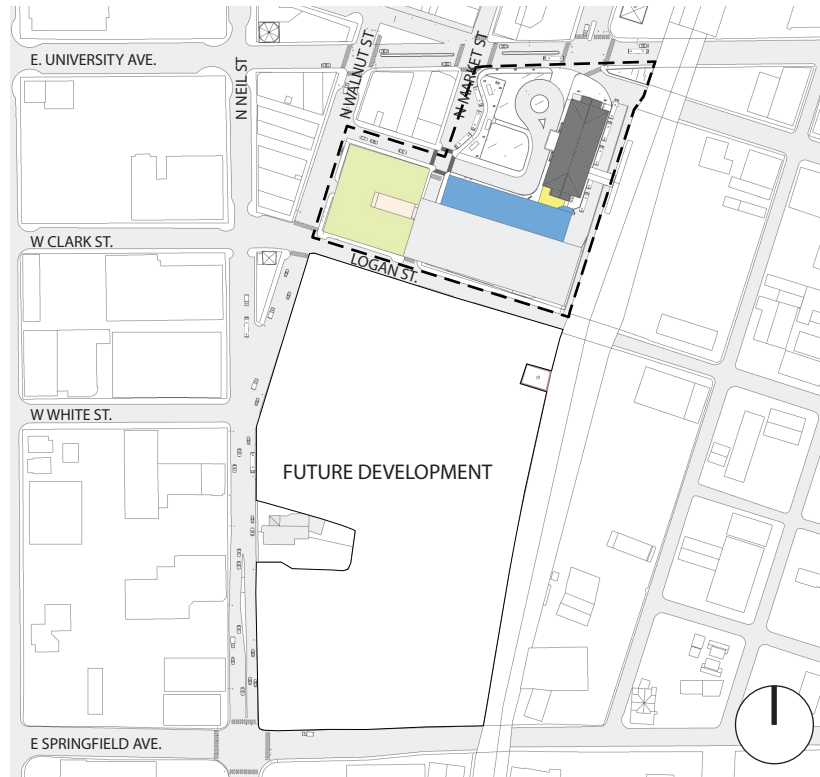
Apartments:	27,000 sf	MTD Waiting:	0 sf
Amenity	0 sf	MTD:	8,250 sf
Hotel:	0 sf	MTD Common:	4150 sf
Convention:	0 sf	Parking:	0 sf
Retail:	0 sf	Transport:	2,800 sf



LEVEL 2

North of Logan
The Yards, Champaign, Illinois





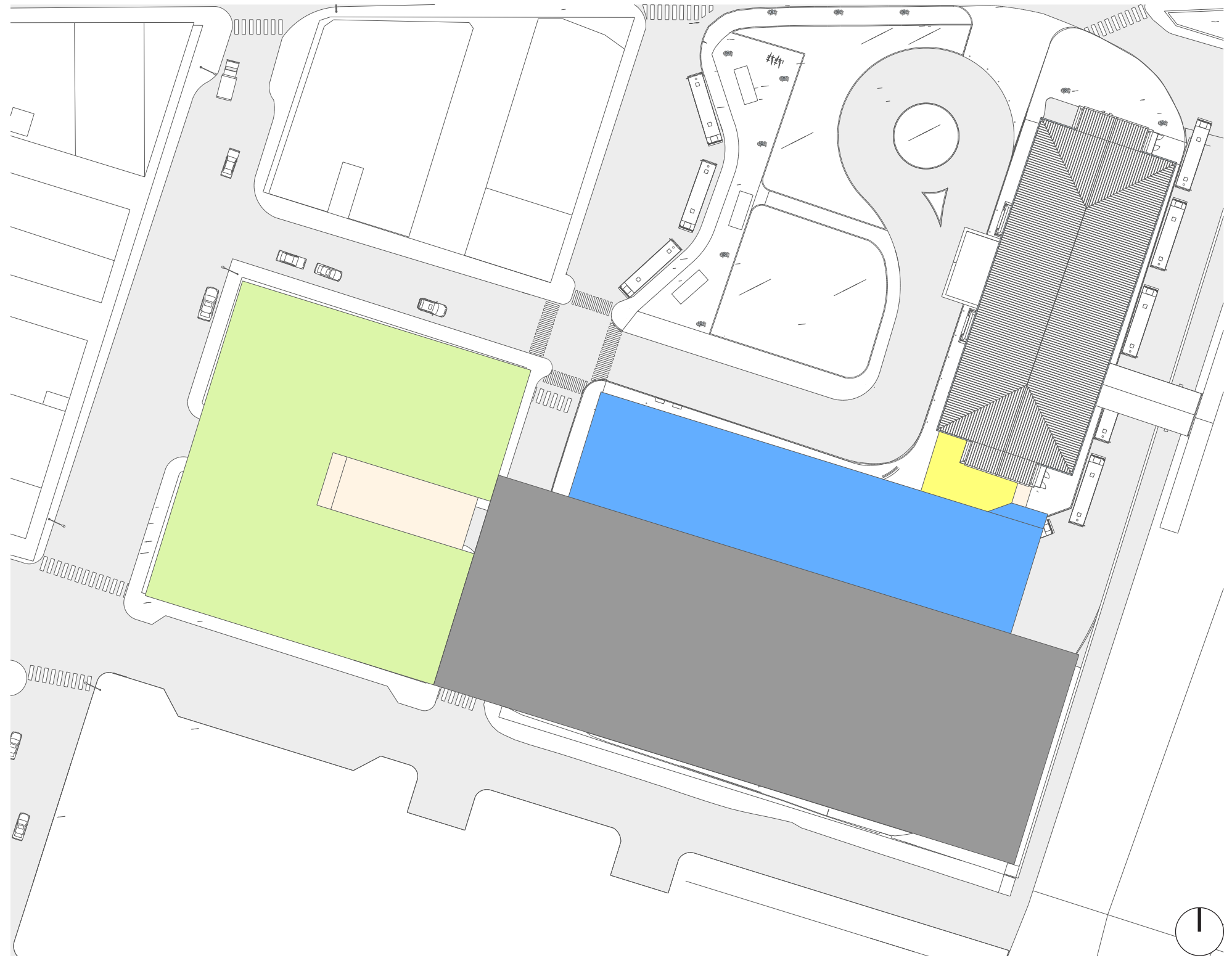
THE YARDS DEVELOPMENT - SITE PLAN

LEGEND

■ Apartments	■ Retail	■ Transport
■ Amenity	■ MTD Waiting	
■ MTD Common	■ MTD	■ Parking Garage

LEVEL 3 FLOOR AREAS, NORTH OF LOGAN ST

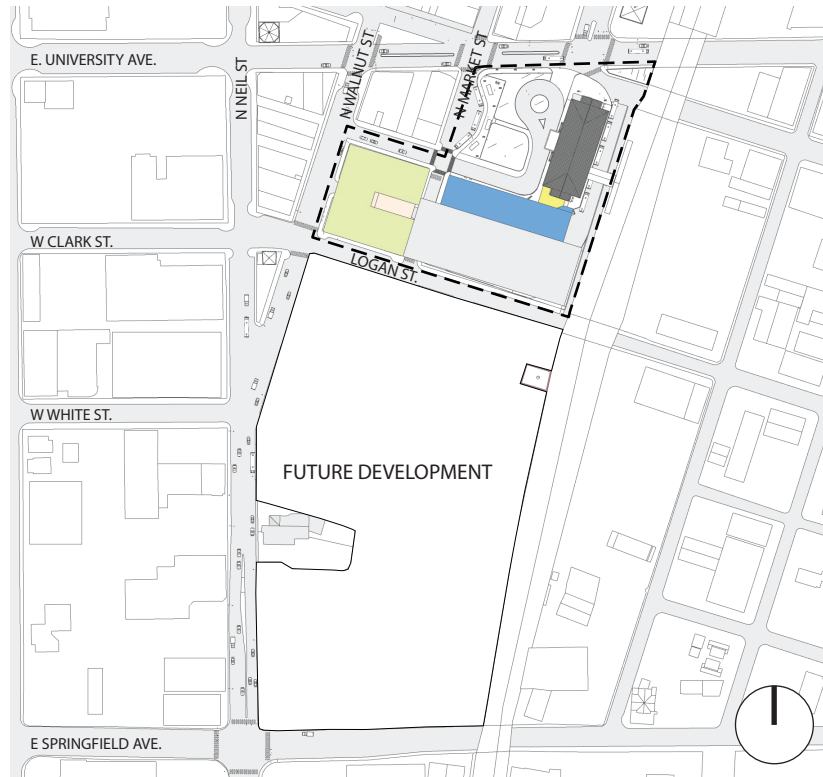
Apartments:	27,000 sf	MTD Waiting:	0 sf
Amenity	0 sf	MTD:	8,650 sf
Hotel:	0 sf	MTD Common:	0 sf
Convention:	0 sf	Parking:	34,000 sf
Retail:	0 sf	Transport:	0 sf



LEVEL 3

North of Logan
The Yards, Champaign, Illinois





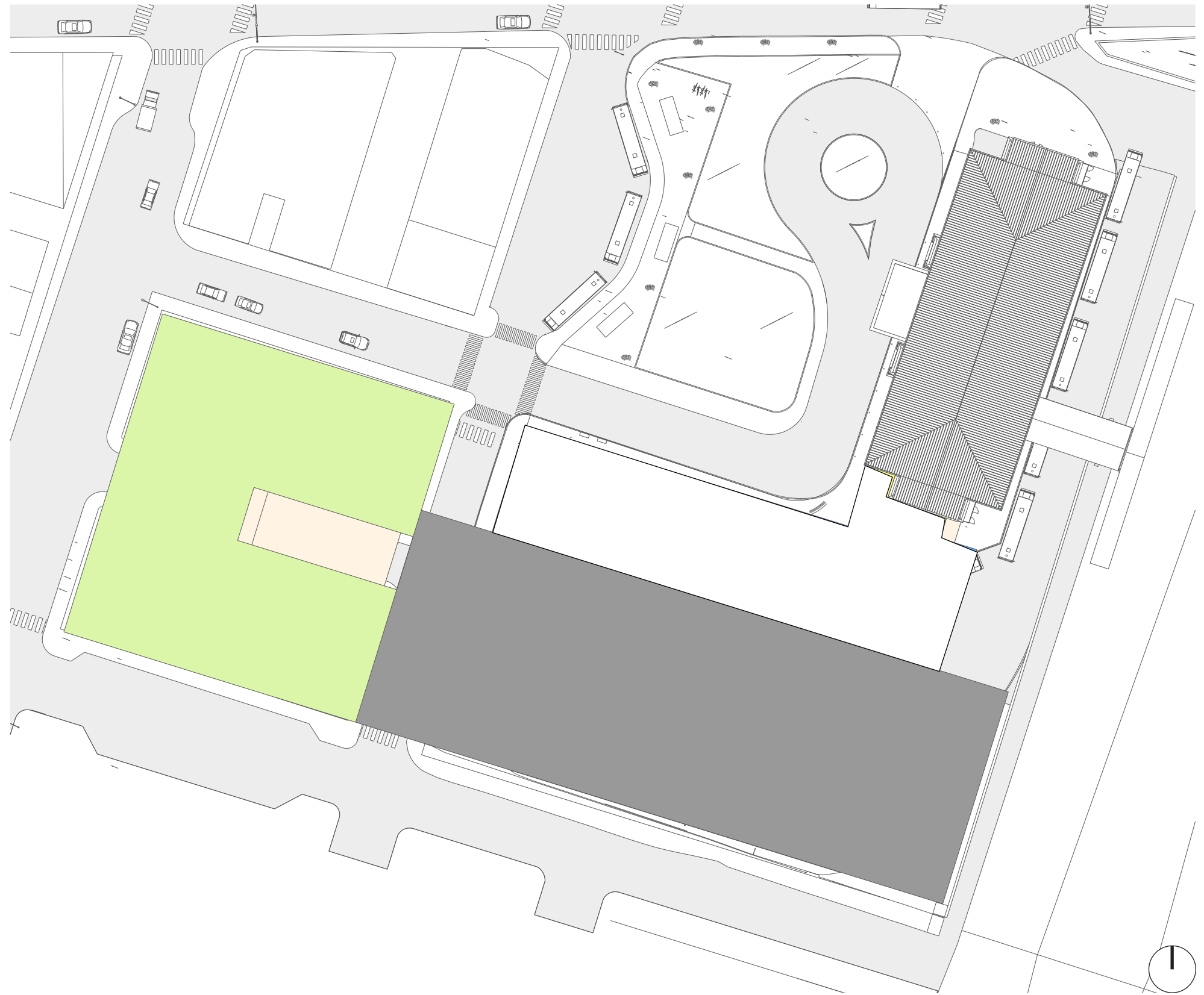
THE YARDS DEVELOPMENT - SITE PLAN

LEGEND

■ Apartments	■ Retail	■ Transport
■ Amenity	■ MTD Waiting	
■ MTD Common	■ MTD	■ Parking Garage

LEVEL 4 FLOOR AREAS, NORTH OF LOGAN ST

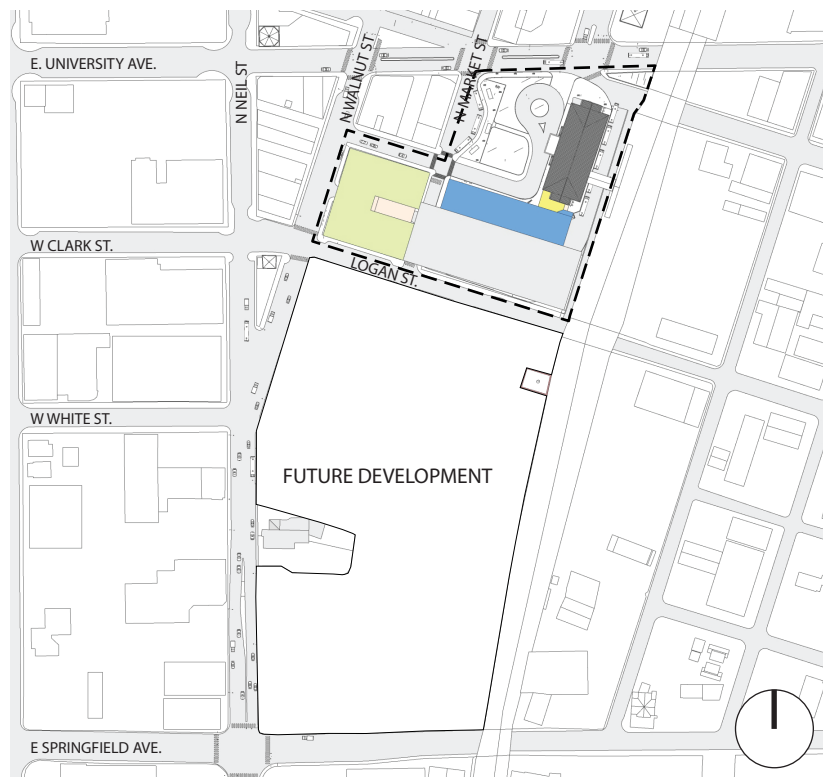
Apartments: 27,000 sf	MTD Waiting: 0 sf
Amenity 0 sf	MTD: 0 sf
Hotel: 0 sf	MTD Common: 0 sf
Convention: 0 sf	Parking: 40,000 sf
Retail: 0 sf	Transport: 0 sf



LEVELS 4-5

North of Logan
The Yards, Champaign, Illinois





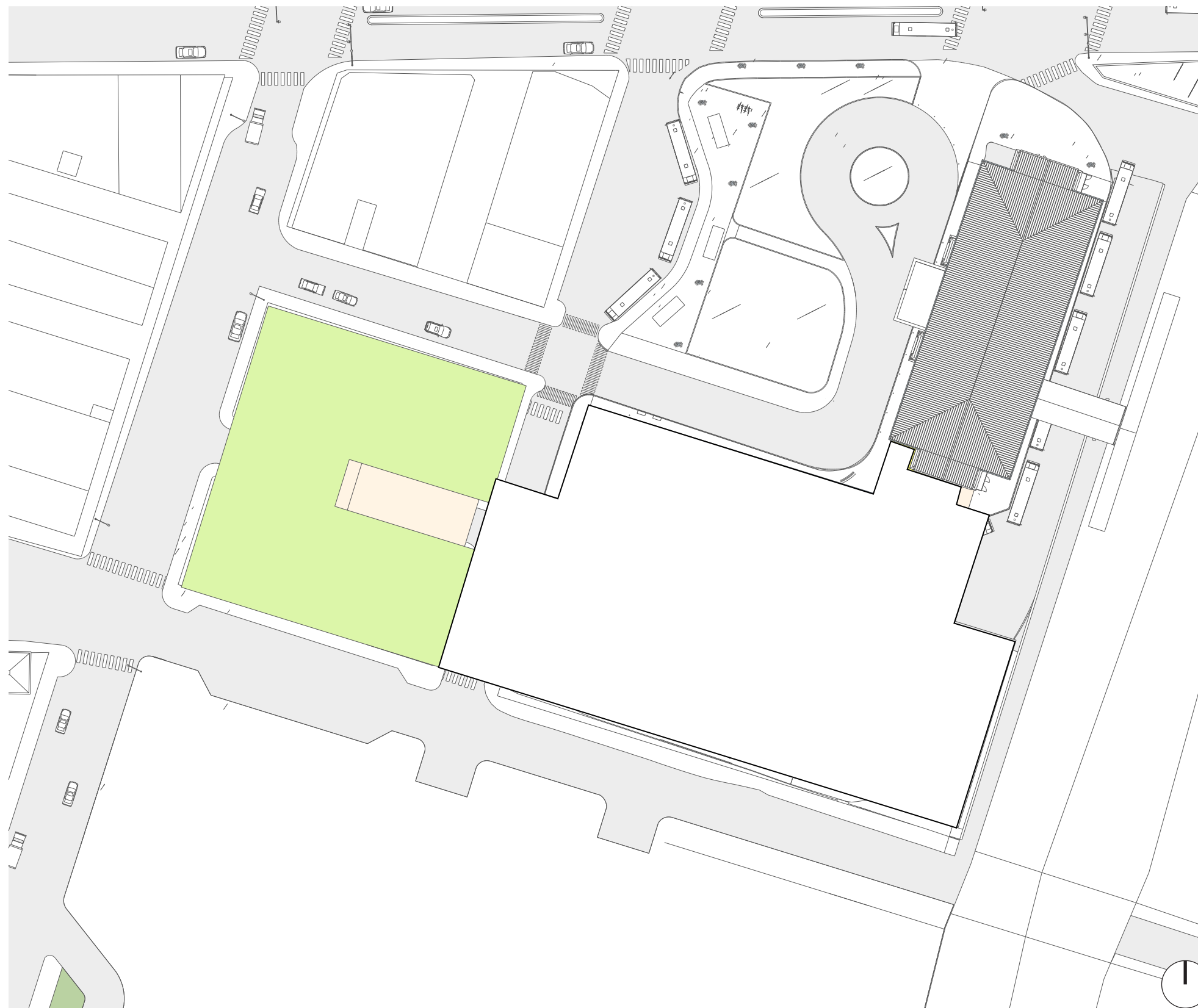
THE YARDS DEVELOPMENT - SITE PLAN

LEGEND

■ Apartments	■ Retail	■ Transport
■ Amenity	■ MTD Waiting	
■ MTD Common	■ MTD	■ Parking Garage

LEVEL 6 / LEVEL 7 FLOOR AREAS, NORTH OF LOGAN ST

Apartments:	27,000 sf	MTD Waiting:	0 sf
Amenity	0 sf	MTD:	0 sf
Hotel:	0 sf	MTD Common:	0 sf
Convention:	0 sf	Parking:	0 sf
Retail:	0 sf	Transport:	0 sf



LEVEL 6 - 7

North of Logan
The Yards, Champaign, Illinois



Exhibit "3"

The Champaign-Urbana Mass Transit District (MTD) shall own the parking deck constructed as part of the overall development. The parking deck shall have 374 parking spaces allocated as follows:

A. Transit and Transit-Supportive spaces – 195 spaces

1. ADA at Illinois Terminal – 7 spaces
2. Public Hourly – 74 spaces
3. Public Permit – 52 spaces
4. Illinois Terminal Multi-day – 40 spaces
5. Taxi and Rideshare – 6 spaces
6. MTD / Police, Short Term – 9 spaces
7. Zipcar (or like service) – 2 spaces
8. Illinois Terminal Tenants – 5 spaces

B. Residential – 179 spaces

Total spaces 374



To: Board of Trustees
 From: Jane Sullivan, Grants & Governmental Affairs Director
 Date: December 8, 2021
 Subject: Hydrogen Station Change Orders 8 & 10

- A. Introduction:** During construction of the District’s hydrogen production station, the contractor encountered contaminated soil that required removal and additional environmental fees.
- B. Recommended Action:** Provide retroactive approval of Change Order 8 (\$48,967) and Change Order 10 (\$11,660) to the District’s contract with Trillium in the total amount of \$60,627.
- C. Previous Action:**
- On March 31, 2021, the Board of Trustees approved **Change Order 5** in the amount of \$145,876.35 for the underground utility connection.
 - On March 31, 2021, the Board of Trustees approved **Change Order 4** in the amount of \$79,530 for dewatering.
 - The dewatering process was completed faster than anticipated and **Change Order 9** provided a credit in the amount of \$29,775, bringing the actual dewatering cost to \$49,755.
 - On October 28, 2020, the Board of Trustees approved **Change Order 2** in the amount of \$482,562.95 (not to exceed) for the hydrogen station wall.
 - On July 29, 2020, the Board of Trustees approved the estimated expense of \$50,000 to run the power underground to prevent removal of trees (actual cost is reflected in Change Order 5).
 - 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:** A summary of current change orders (CO) is provided below.

CO #	Amount	Description
1	\$15,065.00	Initial engineering and design work for the wall, engineering and design for solar interconnection, engineering for door access/badge system, and switchgear equipment for the solar connection.
2	\$482,562.95	Final engineering and design, project management, material, and construction labor for the wall.
3	-\$7,130.00	Credit for deleted solar switchgear equipment included in CO 1 due to uncertainty in the timing of the solar project.
4	\$79,530.00	Dewatering
5	\$60,310.88	Underground utility connection
6	\$46,156.32	Additional conduits for solar project
7	\$10,079.75	Additional conduits and conductors for badge access to hydrogen station
8	\$48,967.00	Removal of contaminated soil
9	-\$29,775.00	Credit for unused dewatering equipment included in Change Order 4.
10	\$11,660.00	Removal of additional contaminated soil

The District’s Procurement Manual authorizes the Managing Director to approve and execute contracts less than \$50,000, or when an emergency procurement is required. The Managing Director has the authority to make the determination of an emergency procurement.

E. Summary: Construction of the hydrogen station included excavating 48 feet below the surface, requiring removal of about 900 tons of soil. During this process the contractor discovered that the soil on the project site was contaminated, with a significant amount of tar, concrete, and debris mixed in (photo below). This required the soil to be hauled off site and disposed of properly, with additional environmental fees.

Change Order 8 (\$48,967) is within the Managing Director’s spending authority and was verbally approved April 22, 2021. The contractor later notified staff that additional contaminated soil needed to be removed (Change Order 10 in the amount of \$11,660). Due to the essential nature of this work and to avoid further schedule delays, the Managing Director provided Trillium with approval to proceed. The sum of the two related change orders exceeded the Managing Director’s spending authority.

F. Budget & Staffing Impacts: The cost of the change orders will be covered with 100% federal funds. Change Order 8 and Change Order 10 bring the District’s contract with Trillium to \$8,635,518.90.



CHANGE ORDER REQUEST FORM

Date	November 11, 2020
Change Order No.	008
Customer	Champaign-Urbana Mass Transit District
Project Name	IL Champaign-Urbana – MTD
Existing Agreement Dated	November 18 th , 2019

Customer and Trillium mutually agree to make the following change to our existing Agreement in accordance with terms and conditions of the Agreement:

1. Cost for hauling, labor, environmental fee for disposal of containment soil from the CUMTD Hydrogen Site. Estimation of removed dirt - 500 tons.

Original Agreement amount	\$7,918,092.00
Sum of Previous Change Orders	\$686,574.90
Total amount of This Change Order	\$48,967.00
Amended Agreement amount	\$8,653,633.90

The time for completion in the Agreement shall be (increased/decreased) by (7) calendar days due to this Change Order.

Customer's and Trillium's acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.

Date: By: Customer / Owner	Date: April 20, 2021 By: Erika Pham Trillium Transportation Fuels dba Trillium
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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: 008
Station: Champaign Urbana - MTD H2 Station
Date: April 20, 2021

Description: Environmental Spoils Disposal

ENGINEERING/DESIGN/PROJECT MANAGEMENT			
Description	Hours	Hourly Rate	Total
Trillium PM/CPM/Eng	5	\$ 150.00	\$ 750.00
Trillium Compliance Team	3	\$ 110.00	\$ 330.00
		Trillium - Subtotal Wage Rate Cost	\$ 1,080.00
		15% OH&P	\$ 162.00
		Sales Tax (8.50%)	N/A
		TOTAL ENG COST	\$ 1,242.00

MATERIALS/EQUIPMENT			
Description	Units	Cost	Total
		Subtotal Equipment Cost	\$ -
		15% OH&P	\$ -
		Sales Tax (8.50%)	N/A
		TOTAL EQUIPMENT COST	\$ -

CONSTRUCTION			
Subcontractor	Description	Total	
Hembree	Haul off contaminated sils to brickyard in Danville, approximately 500 tons @ \$83 per ton	\$ 41,500.00	
		Subtotal Construction Cost	\$ 41,500.00
		15% OH&P	\$ 6,225.00
		Sales Tax (8.50%)	N/A
		TOTAL CONSTRUCTION COST	\$ 47,725.00

SUMMARY		
Engineering and Management	\$	1,242.00
Equipment	\$	-
Construction	\$	47,725.00
CHANGE REQUEST TOTAL	\$	48,967.00
Total OH&P	\$	6,387.00

1) Final costs will be estimated on actual dirt removed from the site.

CHANGE ORDER REQUEST FORM

Date	November 11, 2020
Change Order No.	010
Customer	Champaign-Urbana Mass Transit District
Project Name	IL Champaign-Urbana – MTD
Existing Agreement Dated	November 18 th , 2019

Customer and Trillium mutually agree to make the following change to our existing Agreement in accordance with terms and conditions of the Agreement:

1. Additional contaminated spoils removal from the site. Includes hauling and dumping fees at environmental landfill.

Original Agreement amount	\$7,918,092.00
Sum of Previous Change Orders	\$705,766.90
Total amount of This Change Order	\$11,660.00
Amended Agreement amount	\$8,635,518.90

The time for completion in the Agreement shall be (increased/decreased) by (7) calendar days due to this Change Order.

Customer’s and Trillium’s acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.

Date: By: Customer / Owner	Date: June 25, 2021 By: Erika Pham Trillium Transportation Fuels dba Trillium
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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: 010
Station: Champaign Urbana - MTD H2 Station
Date: June 18, 2021

Description: Additional Spoils Removal/Contamination

ENGINEERING/DESIGN/PROJECT MANAGEMENT

Description	Hours	Hourly Rate	Total
		Trillium - Subtotal Wage Rate Cost	\$ -
		10% OH&P	\$ -
		Sales Tax (8.50%)	N/A
		TOTAL ENG COST	\$ -

MATERIALS/EQUIPMENT

Description	Units	Cost	Total
		Subtotal Equipment Cost	-
		10% OH&P	\$ -
		Sales Tax (8.50%)	N/A
		TOTAL EQUIPMENT COST	\$ -

CONSTRUCTION

Subcontractor	Description	Total
Hembree Contracting	Additional costs for JP Trucking to remove contaminated spoils from the site. Additional DBE usage.	\$ 10,600.00
	Subtotal Construction Cost	\$ 10,600.00
	10% OH&P	\$ 1,060.00
	Sales Tax (8.50%)	N/A
	TOTAL CONSTRUCTION COST	\$ 11,660.00

SUMMARY

Engineering and Management	\$	-
Equipment	\$	-
Construction	\$	11,660.00
CHANGE REQUEST TOTAL	\$	11,660.00
Total OH&P	\$	1,060.00

Change Order

Hembree Contracting, Inc.
 208 Tallapoosa St E
 P.O. Box 384
 Bremen, GA 30110

Name/Address
Trillium Transportation Fuels, LLC P.O. Box 26210 Oklahoma City, OK 73126

Date	Estimate No.	Project
05/17/21	2309	Champaign Urbana

Description	Quantity	Cost	Total
Champaign Urbana MTD Hyrdogen Station 1101 E University Ave. Urbana, IL 61802 Change Order #10 Addiitonal labor and equipment for removing contaminated soil		10,600.00	10,600.00
		Total	\$10,600.00



To: Board of Trustees
From: Ryan Blackman, Software Development Manager
Date: December 8, 2021
Subject: Web Accessibility Policy

- A. **Introduction:** The District is implementing a Web Accessibility Policy. This policy will formalize the district's efforts to ensure that MTD.org and other District websites are fully accessible to persons with disabilities.
- B. **Recommended Action:** Staff recommends the Board adopt the Web Accessibility Policy.
- C. **Summary:** MTD is required to adhere to the Americans with Disabilities Act (ADA). Part of this compliance is ensuring that MTD's digital content is accessible to persons with disabilities. This is widely interpreted to mean complying with the Web Content Accessibility Guidelines (WCAG). While MTD websites have targeted WCAG compliance for several years, this policy formalizes this compliance.

This policy also appoints a Web Accessibility Coordinator. This member of staff, while not involved in the day-to-day development or maintenance of web content, is responsible for acting as a single point of contact for accessibility concerns, feedback, and information.

Additionally, this policy defines a public accessibility statement, procedures for responding to accessibility complaints, and staff training requirements for accessibility.

- D. **Prior Trustee Action:** None

MTD Web Accessibility Policy

DRAFT - November 30, 2021

1- Policy Statement

All of MTD's web pages, applications, and digital content, subject to exceptions enumerated in this policy, must be made accessible to the widest range of users by ensuring adherence to the most current web accessibility standards.

2 - Scope of Policy

This policy applies to any new, updated, or existing content on MTD.org, any new or updated content on any other public website provided by the Champaign-Urbana Mass Transit District (MTD), and third party applications procured by MTD.

3 – Web Accessibility Coordinator

The Special Services Manager will act as a Web Accessibility Coordinator. The Web Accessibility Coordinator will act as a single point of contact for accessibility concerns, feedback, and information within MTD.

4 - Accessibility Statement

MTD will ensure that the following accessibility statement is available on MTD.org:

MTD is committed to ensuring that its website and mobile applications are accessible to individuals with disabilities. All pages on our website and all mobile applications will meet Web Content Accessibility Guidelines (“WCAG”) 2.1 Level AA conformance. Please report accessibility issues to MTD’s Web Accessibility Coordinator, <coordinator name> at accessibility@mtd.org.

5 - Accessibility of Digital Content

MTD Produced Applications

MTD requires that all publicly accessible websites and apps developed by MTD, comply with the [Web Content Accessibility Guidelines \(WCAG\) 2.1](#), Level AA conformance.

When developing any website or application, MTD will conduct an accessibility audit as a part of the development process. For any large-scale changes to existing web applications, or large

or complex new applications, MTD will retain the services of professional consultants with expertise in web accessibility. When a professional audit is not deemed necessary, MTD will conduct an accessibility audit using internal resources.

The Web Accessibility Coordinator, in consultation with the Software Development Manager, is responsible for determining if a professional audit is necessary.

5.1 - MTD Produced Digital Content

MTD will ensure that all digital content such as images, maps, and videos, produced by MTD meet WCAG 2.1 AA success criteria.

This includes ensuring that images shared on social media have accessible descriptive text, that all videos produced by MTD are close captioned, and that maps produced by MTD are provided in an accessible format.

5.2 - Third Party Digital Content

When procuring digital products such as mobile applications, web applications, and software as a service, if intended for public use, MTD will require in its procurement process that applications adhere to WCAG 2.1 AA success criteria.

If an accessibility problem is discovered with a third party app, the Web Accessibility Coordinator or designee will immediately contact the software vendor and alert them to the issue. If the software vendor is unable or unwilling to fix the accessibility issue in a timely manner, MTD will explore all alternative options such as replacing the application with an alternative or dropping the application altogether.

6 - Accessibility Complaints

When web accessibility feedback, comments, or complaints are received, they must be logged into MTD's customer feedback system by the Customer Support Specialist or qualified Supervisor. Additionally, any web accessibility feedback received by MTD, must immediately be shared with the Web Accessibility Coordinator, Software Development Manager, Customer Service Director, and Chief of Staff.

Within seven (7) business days of receiving accessibility feedback, the Web Accessibility Coordinator will organize a meeting with the Software Development Manager and Customer Support Specialist to discuss the feedback and formulate a response. At this meeting, MTD staff will determine what action is required to address the accessibility feedback. These actions may include user training, software fixes, or auditing by internal or external accessibility auditors.

Within 10 business days of receiving accessibility feedback, the Customer Support Specialist will respond to the complainant outlining MTD’s planned response and requesting follow-up information if needed.

The Web Accessibility Coordinator will keep a log of all web accessibility feedback MTD receives and MTD’s response and resolution to the feedback.

7 - Accessibility Training

All relevant staff (see Figure 1) will be trained on web accessibility within six (6) weeks of their start date. This training shall include this policy, and any additional training videos outlined in Figure 1 below.

All relevant staff will be retrained annually.

Figure 1 – Training requirements for staff roles

	Content Authoring	Accessible Design	Developer Training	Multimedia	Testing for Accessibility
Software Development Manager	✓	✓	✓	✓	✓
Software Developer	✓	✓	✓	✓	✓
Marketing Manger	✓	✓		✓	
Customer Service Director	✓	✓		✓	
Customer Support Specialist	✓				✓
Service Planner		✓			
Planner Analyst		✓			
Special Services Manager	✓	✓			✓
Chief of Staff	✓	✓		✓	

8 - Notice and Posting

Any employees who create, maintain, or modify web content, including all employees listed in Figure 1 above, shall receive a copy of this Policy upon adoption and be provided a new copy

whenever the policy is revised. This notice may be provided in hard copy or electronic format. The Policy shall also be provided to relevant new employees during their employee orientation.

Additionally, a copy of this policy will be posted publicly on MTD.org.

9 – Revisions

This policy shall be reviewed annually by the Web Accessibility Coordinator and the Software Development Manager.

Any substantive change to this policy is subject to MTD Board approval. MTD staff may make the following categories of changes to this policy without MTD Board approval:

- Spelling, typographical, or grammatical, corrections that do not change the meaning of this policy.
- Increase WCAG conformance targets to match current WCAG recommendations (e.g., change target from WCAG 2.1 AA to WCAG 2.2 AA when WCAG 2.2 becomes the official recommendation)