

CHAMPAIGN-URBANA MASS TRANSIT DISTRICT BOARD MEETING AGENDA

Wednesday, May 25, 2022 - 3:00 p.m.

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

Board of Trustees:	
Dick Barnes	Phil Fiscella
Margaret Chaplan - Vice Chair	Bruce Hannon
Tomas Delgado	Alan Nudo
Bradley Diel - Chair	

Advisory Board:

Lowa Mwilambwe/Marty Paulins

	Briana Barr	
		Doggo
1.	Call to Order	<u>Pages</u>
2.	Roll Call	
3.	Approval of Agenda	
4.	Audience Participation	
5.	Approval of Minutes A. Annexation Public Hearing – Stone Creek Urbana – April 18, 2022 B. Annexation Public Hearing – Legends Champaign – April 20, 2022 C. Board Meeting (Open Session) – April 27, 2022	1-2 3-4 5-8
6.	Communications A. Ridership Goals and Related Marketing Initiatives	
7.	Reports A. Managing Director 1) Operating Notes 2) Ridership Data 3) Route Performance 4) District Operating Revenue/Expenses 5) Statistical Summary 6) Budget Analysis 7) Accounts Payable/Check Disbursements 8) Bank & Investment Balances B. FY2023 Draft Budget	9-13 14-15 16-19 20 21 22-31 32-37 38
8.	Action Items A. Adoption of Ordinance No. 2022-3 Authorizing the Issuance of Capital Facilities Notes, Series 2022, and Line of Credit Notes, Taxable Series 2022, to Finance Capital Costs for the Champaign-Urbana Mass Transit District, in Champaign County, Illinois and Providing the Details of Such Notes, and Related Matters B. Developmental Services Center (DSC) Contract C. Managing Director Contract	47-92 93-97 98-104



CHAMPAIGN-URBANA MASS TRANSIT DISTRICT BOARD MEETING AGENDA

Wednesday, May 25, 2022 - 3:00 p.m.

Page 2

		<u>Pages</u>
D.	Champaign County Area Rural Transit System (C-CARTS)	
	Intergovernmental Agreement	105-117
E.	Fall Protection Contract	118-126
F.	Virtual Server Cluster Contract	127-135

9. Next Meeting

- A. Regular Board of Trustees Meeting and Public Hearing on the FY2023
 Budget & Appropriation Ordinance Wednesday, June 29, 2022 3:00
 p.m. at Illinois Terminal, 45 East University, Champaign
- 10. Adjourn into Closed Session to Consider the Purchase or Lease of Real Property for Use by MTD and to Consider the Setting of a Price for Sale or Lease of Property Owned by MTD and to Consider the Employment, Compensation, Discipline, Performance, or Dismissal of a Public Official followed by Adjournment

Champaign-Urbana Mass Transit District (MTD) Annexation Public Hearing

MINUTES - SUBJECT TO REVIEW AND APPROVAL

DATE: Wednesday, April 18, 2022

TIME: 4:00 p.m.

PLACE: St. Matthew's Lutheran Church, 2200 Philo Road, Urbana, IL

Trustees:

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

MTD Staff:

Karl Gnadt (Managing Director), Amy Snyder (Chief of Staff), Jay Rank (Operations Director), Drew Bargmann (Customer Service Director), Evan Alvarez (Special Services Manager), Dan Saphiere (Analyst Planner), Dave Goldenbaum (Service Planner), Allison Haines (Customer Support Specialist), Beth Brunk (Clerk)

Others Present:

MINUTES

1. Call to Order

Mr. Nudo called the Public Hearing to order at 4:00 p.m. The purpose of this hearing was to consider annexation of Lot E250 of the Stone Creek Subdivision in Urbana into the Champaign-Urbana Mass Transit District. A legal description of the area being considered for annexation was published in The News-Gazette on March 1st, 9th, and 17th of 2022.

The MTD Board of Trustees' Annexation Policy requires that the District boundary be routinely analyzed. MTD's planning area is to be contiguous with boundaries established by the Regional Planning Commission's Champaign Urbana Urbanized Area Transportation Study and our boundary is to be co-terminus with the boundaries of the communities served. Also, MTD has entered into an Intergovernmental Agreement with the City of Urbana on February 23, 2005 to annex any area so annexed by the city. To those ends, MTD is considering this annexation.

Mr. Nudo opened the hearing for public comment.

2. Audience Participation None

3. Adjournment

Mr. Nudo adjourned the meeting at 6:00 p.m.

1	Submitted by:
2	
3	
4	
5	Clerk
6	
7	Approved:
8	
9	
10	
11	Board of Trustees Acting Chair



Champaign-Urbana Mass Transit District (MTD) Annexation Public Hearing

MINUTES - SUBJECT TO REVIEW AND APPROVAL

DATE: Wednesday, April 20, 2022

TIME: 4:00 p.m.

PLACE: First Christian Church, Fellowship Hall, 3601 South Staley Road, Champaign, IL

Trustees:

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

MTD Staff:

Amy Snyder (Chief of Staff), Jay Rank (Operations Director), Drew Bargmann (Customer Service Director), Evan Alvarez (Special Services Manager), Dan Saphiere (Analyst Planner), Dave Goldenbaum (Service Planner), Allison Haines (Customer Support Specialist), Autumn Soliman, (Marketing Manager), Beth Brunk (Clerk)

 Others Present:

MINUTES

1. Call to Order

Acting Chair Chaplan called the Public Hearing to order at 4:00 p.m. The purpose of this hearing was to consider annexation of the Legends of Champaign Phase 1 in Champaign into the Champaign-Urbana Mass Transit District. A legal description of the area being considered for annexation was published in The News-Gazette on March 1st, 9th, and 17th of 2022.

The MTD Board of Trustees' Annexation Policy requires that the District boundary be routinely analyzed. MTD's planning area is to be contiguous with boundaries established by the Regional Planning Commission's Champaign Urbana Urbanized Area Transportation Study and our boundary is to be co-terminus with the boundaries of the communities served. Also, MTD has entered into an Intergovernmental Agreement with the City of Champaign on November 16, 2004 to annex any area so annexed by the city. To those ends, MTD is considering this annexation.

Ms. Chaplan opened the hearing for public comment.

2. Audience Participation

Shane Allen – Regency Multifamily Property Management Eddie Snyder – homeowner favored annexation

3. Adjournment

Ms. Chaplan adjourned the meeting at 6:00 p.m.

Submitted by:

Clerk
Approved:

Board of Trustees Acting Chair



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

MINUTES - SUBJECT TO REVIEW AND APPROVAL

DATE: Wednesday, April 27, 2022

TIME: 3:00 p.m.

PLACE: Illinois Terminal, 45 East University Avenue, Champaign, IL

10 The video of this meeting can be found at:

https://www.youtube.com/CUMTD

13 Trustees:

2

3 4

5

6

7

8 9

11 12

16

17

18

19

20

21

22

25

26

27 28

29

30 31

32 33

34 35

36

37

38

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

1415 Advisory Board:

Present	Absent
Marty Paulins	
Briana Barr	

MTD Staff:

Karl Gnadt (Managing Director), Amy Snyder (Chief of Staff), Michelle Wright (Finance Director), Jane Sullivan (External Affairs Director), Jay Rank (Operations Director), Jacinda Crawmer (Human Resources Director), Brendan Sennett (Safety & Training Director), Drew Bargmann (Customer Service Director), Josh Berbaum (Maintenance Director), Nancy Rabel (Legal Counsel), Beth Brunk (Clerk)

2324 Others

Others Present: MINUTES

1. Call to Order

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

2. Roll Call

Present (7) -Barnes, Chaplan, Delgado, Diel, Fiscella, Hannon, Nudo

A quorum was declared present.

3. Approval of Agenda

Mr. Diel noted that the closed session agenda item at the end of the meeting has been removed. Mr. Nudo requested two future agenda items: 1) a review of pre-pandemic ridership with a focus on how to increase those numbers including marketing initiatives to passengers outside the campus area; and 2) formation of a special Committee to advise the Managing Director on matters

Champaign-Urbana Mass Transit District Board of Trustees

<u>5</u>

relating to the purchase or lease of real estate. Mr. Gnadt will put those items on future Board meeting agendas.

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

4. Public Hearing on the Consolidated Vehicle Procurement Program Grant Application
The purpose of this hearing was to receive public input on a project for which financial assistance
is being sought from the Consolidated Vehicle Procurement Program through the Illinois
Department of Transportation (IDOT). The grant application seeks funding for the replacement of
three medium-duty paratransit vans for ADA services; and replacement of one Street Supervisor
minivan.

All new equipment included in this project will meet ADA accessibility rules for the elderly and persons with disabilities. A copy of the proposed project application for the state grant was made available for public inspection at 1101 East University in Urbana, IL. The Notice of Public Hearing was posted on MTD's website on April 5, 2022 and appeared in the News Gazette on April 7, 2022.

As there was no public input, Mr. Diel declared the public hearing closed.

5. Audience Participation

None

6. Approval of Minutes

A. Board Meeting Open Session - March 30, 2022

MOTION by Mr. Hannon to approve the open session minutes of the March 30, 2022 MTD Board meeting as distributed; seconded by Ms. Chaplan. Upon vote, the MOTION CARRIED.

7. Communications

None

8. Proposed Service Plan FY2023 Presentation

Jay Rank discussed the current state of bus service and plans for future service restoration. With the many adjustments to service, the best method to get real time scheduling information for buses on the street is to use MTD's mobile website.

9. Reports

A. Managing Director

Mr. Gnadt reported on March statistics. The Federal Transit Administration (FTA) recognized MTD as the "Most Innovative" in the Sustainable Transit for a Heathy Planet Challenge. Of the 171 nationwide transit agencies that participated in this initiative, only ten agencies received awards celebrating their efforts to reduce greenhouse gas emissions. Mr. Delgado suggested publicizing this recognition to attract new hires that want to be a part of such a progressive company.

10. Action Items

A. Resolution No. 2022-4 Consolidated Vehicle Procurement (CVP) Program

This resolution relates to the public hearing held at the beginning of this meeting. A Board approved resolution is required to submit the grant application to IDOT. MTD is asking for funding to replace three medium-duty paratransit ADA vans and one supervisor van. The

funding request is for \$287,000, and no local funding would be required. The application is due May 2^{nd} .

MOTION by Mr. Barnes to authorize Resolution No. 2022-4 for submission of the grant application to the Illinois Department of Transportation for the Consolidated Vehicle Procurement Program; seconded by Ms. Chaplan. Upon vote, the MOTION CARRIED.

B. Zero Emission Transition Plan

A new federal requirement for any grant project related to zero emission vehicles must include a Zero Emission Transition Plan. This is a long-term fleet and infrastructure management plan that considered cost, availability of resources, policy and legislation, existing and future facilities, partnerships, and workforce impacts.

MOTION by Ms. Chaplan to approve the Zero Emission Transition Plan; seconded by Mr. Hannon. Upon vote, the MOTION CARRIED.

C. Resolution No. 2022-5 Low-No Grant and Bus and Bus Facilities Grant

A board resolution is required to submit an application for funding from the Federal Transit Administration's (FTA's) Low or No Emission/Bus and Bus Facilities grant programs. The District is requesting money for the purchase of ten 40' hydrogen fuel cell electric buses, expansion of the hydrogen station, project management, and workforce development training. The project's local match is 15% or \$2,662,626.

MOTION by Mr. Fiscella to authorize Resolution No. 2022-5 committing MTD to a 15% local match of \$2,662,626 for submission of FTA's Low or No/Bus and Bus Facilities grant application; seconded by Ms. Chaplan. Upon vote, the MOTION CARRIED.

D. Resolution No. 2022-6 Bus and Bus Facilities Grant

A board resolution is required to submit another application for funding from the FTA's Bus and Bus Facilities grant program to purchase property and to construct a building to house the Body Shop and van storage. The real estate is located at 1209, 1211, and 1213 East University Avenue in Urbana. This project requires a 20% local match of \$4,600,000.

MOTION by Mr. Hannon to authorize Resolution No. 2022-6 committing MTD to a 20% local match of \$4,600,000 for submission of FTA's Bus and Bus Facilities grant application; seconded by Ms. Chaplan. Upon vote, the MOTION CARRIED.

E. Public Transportation Agency Safety Plan (PTASP) Revision

The Board last revised the PTASP on 7/21/2021. The current modifications to the PTASP dated 4/7/2022 include routine updates on safety performance targets, clarification on some sections, and a focus on feedback/mitigation from the Employee Safety Reporting Programs (ESRPs) through Hazard identification Reports and Close Call reporting. Safety & Training involved frontline employees through the Safety Advisory Committee's review of the proposed PTASP. The PTASP update also included strategies to minimize exposure to infectious disease consistent with the Centers for Disease Control and Prevention and State/Local health authorities.

MOTION by Mr. Hannon to approve the Public Transportation Agency Safety Plan dated 4/7/2022; seconded by Mr. Fiscella. Upon vote, the MOTION CARRIED.

F. Ordinance No. 2022-1 Annexing Certain Territory – Stone Creek Subdivision, Urbana The Public Hearing for this annexation was held on April 18, 2022.

1 2		MOTION by Mr. Hannon to approve Ordinance No. 2022-1 Annexing Certain Territory in Stone Creek Subdivision, Urbana; seconded by Mr. Fiscella.
3		
4		Roll Call:
5		Aye (7) – Barnes, Chaplan, Delgado, Diel, Fiscella, Hannon, Nudo
6		Nay (0)
7		
8		The MOTION CARRIED.
9		
10		G. Ordinance No. 2022-2 Annexing Certain Territory – The Legends of Champaign Phase 1,
11		Champaign
12		The Public Hearing for this annexation was held on April 20, 2022.
		The Public Healing for this annexation was neid on April 20, 2022.
13		MOTION I MALL AND ON THE STATE OF THE STATE
14		MOTION by Mr. Hannon to approve Ordinance No. 2022-2 Annexing Certain Territory in the
15		Legends of Champaign Phase 1, Champaign; seconded by Mr. Fiscella.
16		
17		Roll Call:
18		Aye (7) – Barnes, Chaplan, Delgado, Diel, Fiscella, Hannon, Nudo
19		Nay (0)
20		
21		The MOTION CARRIED.
22		
23	11.	Next Meetings
24		A. Public Hearing for Proposed Service Changes for 2022-23 – Wednesday, May 18, 2022,
		at 5:00 p.m., Illinois Terminal, 4 th Floor, 45 East University, Champaign
25		at 5.00 p.m., illinois Terminal, 4" Floor, 45 East University, Champaign
26		D. D. and a D. and a C. T. and a control of March and March 2000 and a control of Marc
27		B. Regular Board of Trustees Meeting – Wednesday, May 25, 2022 – 3:00 p.m. at Illinois
28		Terminal – 45 East University Avenue, Champaign
29		
30	12.	,
31		MOTION by Mr. Fiscella to adjourn; seconded by Mr. Hannon. Upon vote, the MOTION
32		CARRIED.
33		
34		Mr. Diel adjourned the meeting at 4:23 p.m.
35		
36		
37		Submitted by:
		Submitted by.
38		
39		
40		
41		Clerk
42		
43		
44		
45		Approved:
46		
47		
48		
49		Board of Trustees Chair



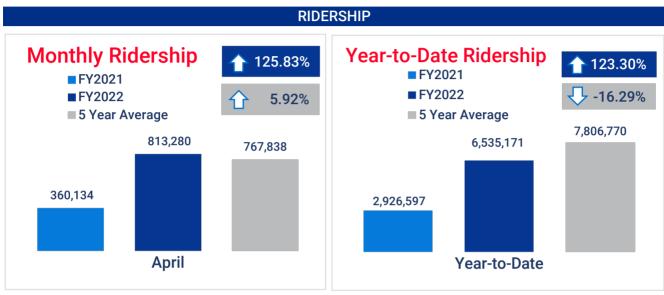
MTD MISSION

Leading the way to greater mobility

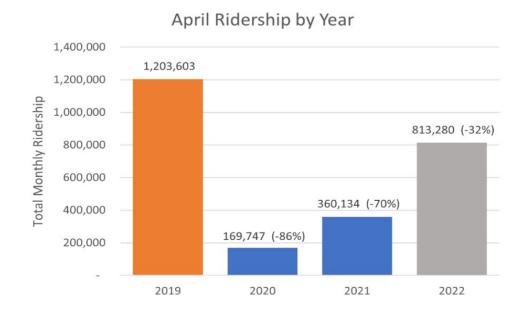
MTD VISION

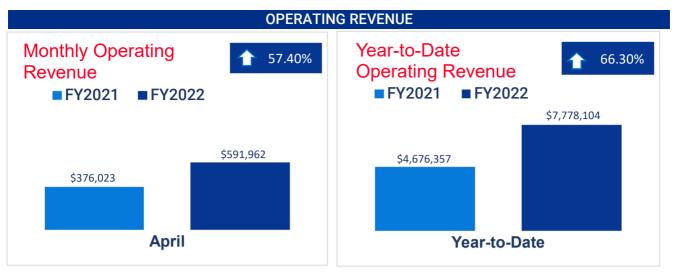
MTD goes beyond traditional boundaries to promote excellence in transportation.

MTD MANAGING DIRECTOR OPERATING NOTES May, 2022

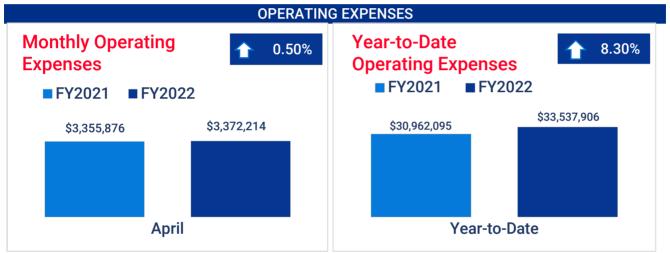


There were 813,280 rides in April 2022 - more than double April 2021 and around two-thirds of April 2019. Adjusting for the different levels of service pre-pandemic versus current, the rides per hour has retained 83% from April 2019.

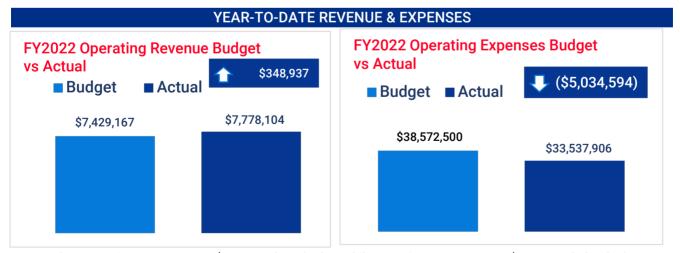




April, 2022 operating revenue was 57.40% above April, 2021, and year-to-date operating revenue was 66.30% above FY2021.



April operating expenses were 0.50% above April, 2021. Year-to-date operating expenses were 8.30% above FY2021.



Year-to-date operating revenues were \$348,937 above budget while operating expenses were \$5,034,594 below budget.

MANAGING DIRECTOR'S NOTES

1) Every spring, MTD solicits public input to discuss service changes planned for the coming Fall. Traditionally, these meetings are held in person. Over the past two years due to COVID, we held them virtually by prerecording a presentation and then posting it for review and comments. On Monday, May 16th, MTD hosted our first live, virtual public hearing. This new format featured panelists Dan Saphiere (Analyst Planner) and Dave Goldenbaum (Service Planner) on a live Zoom meeting which was open for questions and moderated by Allison Haines (Customer Support Specialist). There were a half dozen participants who joined the live presentations and questions and comments began to trickle in after the presentation concluded. The presentation was recorded and, similar to previous years, was available for viewing and response by the public for one week at mtd.org/public-hearing. Additionally, we returned to an in-person format with an open-house style meeting on Wednesday, May 18th on the 4th floor of the Illinois Terminal from 5 to 7pm.

The primary topic covered at the hearings was the plan to address service reductions moving into the next service year. We discussed the rescheduling of four of our highest frequency routes to reduce gaps in service and even-out headways, as well as plans for service reduction levels on all other routes, which will remain very similar to current cuts. The presentation also included our plans for restoring service as we continue to rebuild our workforce, as well as a few non-staffing related Fall-Planning changes including school runs and bus stop relocations.

At the conclusion of the public input period, Planning's work will begin in earnest. In preparation for the Fall Board, we'll be reprogramming many daytime (and some evening) U of I versions of our highest frequency routes including the 10 Gold, 12 Teal, 13 Silver and 22/220 Illini to smooth out frequencies while service remains reduced. This will largely need to be completed by the end of July when Operators begin picking runs for the Fall Board.

2) We are pleased to announce that we have selected Valerie Campo as the Mentor Program Coordinator to head up our new mentoring program for Bus Operators. Valerie was hired as a Part-Time Bus Operator in April of 2009. During her 10+ years as an Operator, she took on many different assignments and served on several committees, including Wage & Policy, Safety & Training, School Task Force, Health & Wellness, Newsletter, and Social Committees. Valerie's passion for supporting new Operators through their first year of employment and beyond was evident to all members of the interview committees. She joined the Human Resources department on May 16. We are excited to have her in this new role.

We do want to take the time to thank every single Bus Operator who applied for this position. Jacinda Crawmer, HR Director indicated that she has been in charge of the interview process in two different industries over 8+ years and has never seen such a high-quality pool of internal applicants. Every single one of them showed such passion and dedication to the mission of supporting new hires and brought their "A game" to the interviews. We had two rounds of interviews with large panels for both, a writing sample, and a Power Point presentation as part of the process.

Why do we need a mentoring program, you might wonder? Here are some stats:

- In Fiscal Year 2021, we hired 43 Operators. Only 40% of those Operators remain here.
- In Fiscal Year 2022, we hired 47 Operators through March. Only 60% of them remain here.
- From July 1, 2021 through March 31, 2022 (9 months), we lost 27 Bus Operators. 15 of these 27 Operators were within the first three months of the job.

A mentoring program is a great way to make sure we provide consistent support and build relationships for our newest Operators. This program will work closely with Operations and Safety & Training to help bridge a new Operator's experience.

3) Summer outreach activities have begun. On May 11, we attended the Champaign Park District's Touch-A-Truck (picture below). Following is a list of planned events throughout the Summer.



Touch-a-Truck, Savoy Recreation Center (tentative)

Date TBD – They will inform us of a new date as they had to cancel the original event due to poor weather

MLK Jettie Rhodes Neighborhood Day Saturday June 25 12pm – 4pm

Freedom Celebration Parade Monday, July 4, 11am

New Student Registration Campus Resource Fair at Illini Union

This is a daily event, Monday through Friday, from 8am – 9am on the following dates:

- Transfer Students only: May 31 through Friday, June 3
- First-Year & Transfer Students: June 6 through July 15 (no programs June 17 or July 4)
- First-Year & Transfer Students: August 15-18

International Student and Scholar Services (ISSS) International Student Welcome/Check-in/Registration Date(s) TBD

Summer Check-in: June 8 – June 10 (9am–4pm)

Fall Check-in: August 8 - Aug 12; Aug 15- Aug 19 (9am-4pm)

Quad Day, UIUC Sunday, August 21 from Noon-4:00 p.m.

Illini Frenzy/Welcome Celebration, UIUC New Student Programs Saturday, August 20

DisAbility Resource Expo October 15, 2022 8am – 2pm The Vineyard Church, Urbana

Champaign-Urbana Mass Transit District

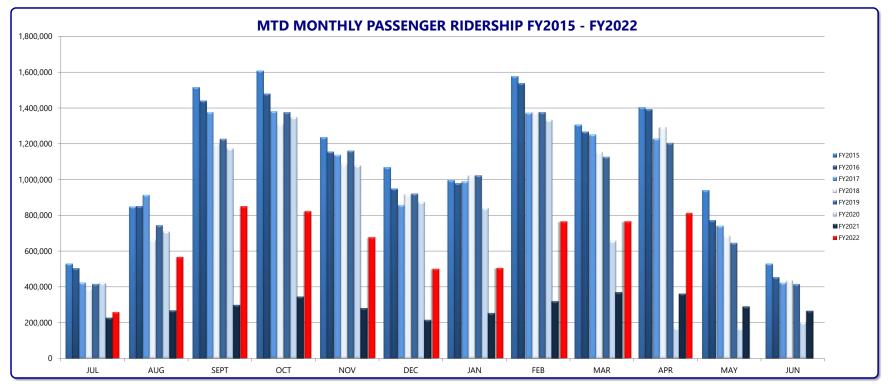
Fiscal-Year-to-Date Ridership Comparison

	Apr-22	Apr-21	% Change	FY22 YTD	FY21 YTD	% Change
Adult Rides	17,473	14,753	18.4%	176,420	207,699	-15.1%
School Rides	36,607	1,378	2556.5%	275,988	6,502	4144.7%
DASH/Senior - E & D Rides	28,885	4,014	619.6%	241,105	57,058	322.6%
U of I Faculty/Staff Rides	29,086	3,869	651.8%	212,386	32,409	555.3%
Annual Pass	39,416	6,524	504.2%	283,898	72,353	292.4%
U of I Student Rides	635,928	323,778	96.4%	5,138,365	2,496,247	105.8%
All Day Passes	164	69	137.7%	4,521	1,004	350.3%
Transfers	5,822	223	2510.8%	49,635	2,710	1731.6%
Saferides Connect	4,465	466	858.2%	21,995	7,246	203.5%
West Connect	0	66	-100.0%	528	779	-32.2%
Monthly Pass	4,849	1,449	234.6%	48,975	16,535	196.2%
Veterans Pass	3,046	52	5757.7%	19,579	1,377	1321.9%
Total Unlinked Passenger Rides	805,741	356,641	125.9%	6,473,395	2,901,919	123.1%
Half-Fare Cab Subsidy Rides	182	218	-16.5%	1,426	1,593	-10.5%
ADA Rides	7,357	3,275	124.6%	60,350	23,085	161.4%
TOTAL	813,280	360,134	125.8%	6,535,171	2,926,597	123.3%

	Apr-22	Apr-21
Weekdays	21	22
UI Weekdays	21	22
Saturdays	5	4
UI Saturdays	5	4
Sundays	3	3
UI Sundays	3	3
Champaign Schools Days	20	17
Urbana School Days	20	16
Holidays	1	1
Average Temperature	49	53
Total Precipitation	2.51	1.92
Average Gas Price	\$4.33	\$3.01

May 18, 2022

_	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
ост	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	678,231
DEC	1,068,608	949,030	857,837	917,782	920,718	873,429	214,183	501,741
JAN	996,469	977,223	989,700	1,022,713	1,022,403	838,969	252,336	506,560
FEB	1,576,687	1,537,540	1,371,778	1,375,553	1,375,560	1,331,716	318,071	766,403
MAR	1,305,425	1,266,676	1,251,352	1,153,015	1,125,644	656,224	368,540	766,766
APR	1,402,475	1,391,286	1,228,127	1,292,424	1,203,603	169,747	360,134	813,280
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	6,535,171



Route Performance Report

April 2022

Weekdays

Davitima	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	286,497	3,264.50	87.76		35,863.69	7.99	
1 Yellow Hopper	15,398	200.15	76.93	0.88	1,921.15	8.02	1.00
10 Gold Hopper	23,172	333.55	69.47	0.79	4,022.37	5.76	0.72
12 Teal	39,985	379.87	105.26	1.20	4,066.55	9.83	1.23
13 Silver	35,299	365.20	96.66	1.10	4,253.92	8.30	1.04
21 Raven	12,136	199.88	60.72	0.69	2,113.02	5.74	0.72
22 Illini	143,408	1,379.85	103.93	1.18	14,582.24	9.83	1.23
24 Link	17,099	406.00	42.12	0.48	4,904.44	3.49	0.44
Daytime Community Fixed Route	296,912	10,375.31	28.62		142,885.38	3 2.08	
1 Yellow	43,786	1,104.22	39.65	1.39	14,445.26	3.03	1.46
2 Red	31,987	1,081.13	29.59	1.03	14,238.63	2.25	1.08
3 Lavender	17,284	628.12	27.52	0.96	8,534.51	2.03	0.97
4 Blue	15,177	526.75	28.81	1.01	6,536.45	2.32	1.12
5 Green	44,047	1,210.00	36.40	1.27	16,119.46	2.73	1.32
5 Green Express	10,345	323.13	32.01	1.12	4,981.83	2.08	1.00
5 Green Hopper	22,005	545.38	40.35	1.41	7,218.85	3.05	1.47
6 Orange	13,737	720.83	19.06	0.67	9,276.34	1.48	0.71
6 Orange Hopper	5,468	271.85	20.11	0.70	3,196.66	1.71	0.82
7 Grey	21,854	964.66	22.65	0.79	13,189.01	1.66	0.80
8 Bronze	6,824	304.10	22.44	0.78	4,488.67	1.52	0.73
9 Brown	28,805	1,204.38	23.92	0.84	16,567.41	1.74	0.84
10 Gold	26,219	791.20	33.14	1.16	11,347.47	2.31	1.11
11 Ruby	14	112.80	0.12	0.00	2,145.01	0.01	0.00
14 Navy	3,795	221.30	17.15	0.60	4,224.14	0.90	0.43
16 Pink	5,565	365.46	15.23	0.53	6,375.68	0.87	0.42

^{*} 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	Passengers Per Revenue Mile	Revenue Mile Performance Comparison +
Evening Campus Fixed Route	72,753	1,028.52	70.74		12,138.63	5.99	
120 Teal	18,089	289.80	62.42	0.88	3,387.48	5.34	0.89
130 Silver	5,599	144.40	38.77	0.55	1,713.36	3.27	0.55
220 Illini	49,065	594.32	82.56	1.17	7,037.78	6.97	1.16
Evening Community Fixed Route	39,272	1,536.40	25.56		21,917.90	1.79	
50 Green	14,291	441.08	32.40	1.27	6,209.78	2.30	1.28
50 Green Hopper	6,312	159.25	39.64	1.55	2,138.57	2.95	1.65
70 Grey	3,593	254.60	14.11	0.55	3,627.81	0.99	0.55
100 Yellow	13,951	527.33	26.46	1.04	7,091.05	1.97	1.10
110 Ruby	748	73.63	10.16	0.40	1,228.81	0.61	0.34
180 Lime	377	80.50	4.68	0.18	1,621.87	0.23	0.13
Total	695,434	16,204.73	42.92		212,805.6	0 3.27	

^{*} 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

April 2022

Weekends

VVCCKCIIUS							
	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	21,227	294.47	72.09		3,313.43	6.41	
120 Teal	8,030	118.82	67.58	0.94	1,294.43	6.20	0.97
130 Silver	5,894	77.47	76.08	1.06	918.91	6.41	1.00
220 Illini	7,303	98.18	74.38	1.03	1,100.09	6.64	1.04
Saturday Daytime Community	26,116	942.75	27.70		13,037.85	2.00	
20 Red	2,750	123.50	22.27	0.80	1,614.18	1.70	0.85
30 Lavender	1,846	108.42	17.03	0.61	1,679.09	1.10	0.55
50 Green	7,857	186.90	42.04	1.52	2,410.79	3.26	1.63
70 Grey	4,280	194.67	21.99	0.79	2,617.82	1.63	0.82
100 Yellow	8,284	221.15	37.46	1.35	2,920.64	2.84	1.42
110 Ruby	667	52.58	12.68	0.46	887.19	0.75	0.38
180 Lime	432	55.53	7.78	0.28	908.13	0.48	0.24
Saturday							
Evening Campus Fixed	23,677	385.30	61.45		4,554.26	5.20	
120 Teal	4,473	73.50	60.86	0.99	806.54	5.55	1.07
130 Silver	2,721	72.30	37.63	0.61	849.00	3.20	0.62
220 Illini	16,483	239.50	68.82	1.12	2,898.72	5.69	1.09
Saturday Evening Community	11,441	420.98	27.18		5,729.30	2.00	
50 Green	3,868	110.83	34.90	1.28	1,518.07	2.55	1.28
50 Green Hopper	2,353	50.00	47.06	1.73	645.05	3.65	1.83
70 Grey	867	67.60	12.83	0.47	922.26	0.94	0.47
100 Yellow	4,204	159.38	26.38	0.97	2,087.46	2.01	1.01
110 Ruby	102	15.67	6.51	0.24	266.75	0.38	0.19
180 Lime	47	17.50	2.69	0.10	289.70	0.16	0.08

^{*} 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	7 270	79.60	92.70		000 74	0.40	
Route	7,379	79.00	92.70		903.74	8.16	
120 Teal	2,298	27.20	84.49	0.91	299.18	7.68	0.94
130 Silver	2,720	26.65	102.06	1.10	316.37	8.60	1.05
220 Illini	2,361	25.75	91.69	0.99	288.19	8.19	1.00
Sunday Daytime							
Community Fixed Route	11,012	430.80	25.56		6,126.64	1.80	
30 Lavender	772	53.60	14.40	0.56	828.69	0.93	0.52
50 Green	3,904	101.55	38.44	1.50	1,307.90	2.98	1.66
70 Grey	1,912	104.25	18.34	0.72	1,409.12	1.36	0.75
100 Yellow	3,973	102.30	38.84	1.52	1,353.65	2.94	1.63
110 Ruby	239	24.05	9.94	0.39	408.28	0.59	0.33
180 Lime	212	45.05	4.71	0.18	819.00	0.26	0.14
Sunday Evening							
Campus Fixed Route	9,970	202.02	49.35		2,368.61	4.21	
120 Teal	2,425	52.67	46.04	0.93	571.48	4.24	1.01
130 Silver	1,179	38.85	30.35	0.61	456.85	2.58	0.61
220 Illini	6,366	110.50	57.61	1.17	1,340.28	4.75	1.13
Sunday Evening Community							
Fixed Route	1,761	42.50	41.44		570.61	3.09	
50 Green	1,086	21.00	51.71	1.25	273.75	3.97	1.29
100 Yellow	675	21.50	31.40	0.76	296.87	2.27	0.74
Total	112,583	2,798.40	40.23		36,604.44	3.08	

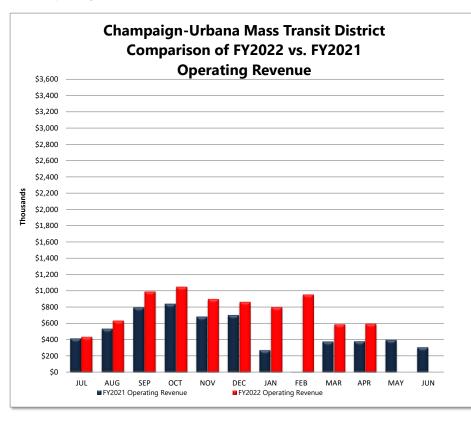
^{*} The Percent of Group Ridership shows how the ridership for the route compares to the group + Performance Comparison shows each Route's Passengers Per Revenue Hour or Mile compared to the Route Group's average Routes that are continually above 1.5 or below 0.5 may need to be examined as they are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

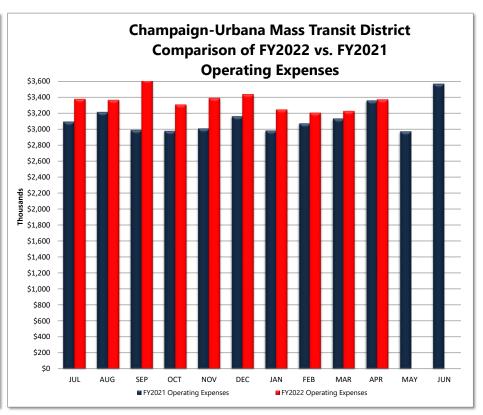
Champaign-Urbana Mass Transit District

Comparison of FY2022 vs FY2021 Revenue and Expenses

May 18, 2022

	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	\$896,190	\$860,757	\$795,610	\$951,191	\$585,943	\$591,962		
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	\$3,389,381	\$3,436,470	\$3,244,660	\$3,205,061	\$3,226,832	\$3,372,214		
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%	26.44%	25.05%	24.52%	29.68%	18.16%	17.55%		





April 2021 Statistical Summary

HOURS	Apr 2021	Apr 2022	% Change	FY2021 to Date	FY2022 to Date	% Change
Passenger Revenue	20,654.00	21,125.20	2.3%	201,659.33	214,879.20	6.6%
Vacation/Holiday/Earned Time	4,876.62	4,850.21	-0.5%	62,940.67	65,549.23	4.1%
Non-Revenue	6,294.97	5,665.73	-10.0%	63,082.91	47,552.35	-24.6%
TOTAL	31,825.59	31,641.14	-0.58%	327,682.91	327,980.78	0.09%

REVENUE/EXPENSES	Apr 2021	Apr 2022	% Change	FY2021 to Date	FY2022 to Date	% Change
Operating Revenue	\$376,022.79	\$591,961.74	57.4%	\$4,676,356.82	\$7,778,103.60	66.3%
Operating Expenses	\$3,355,876.35	\$3,372,214.25	0.5%	\$30,962,095.43	\$33,537,905.94	8.3%
Operating Ratio	11.20%	17.55%	56.7%	15.10%	23.19%	53.6%
Passenger Revenue/Revenue Vehicle Hour	\$14.76	\$24.02	62.7%	\$19.68	\$31.29	59.0%

RIDERSHIP	Apr 2021	Apr 2022	% Change	FY2021 to Date	FY2022 to Date	% Change
Revenue Passenger	356,418	799,919	124.4%	2,899,209	6,423,760	121.6%
Transfers	223	5,822	2510.8%	2,710	49,635	1731.5%
Total Unlinked	356,641	805,741	125.9%	2,901,919	6,473,395	123.1%
ADA Riders	3,275	7,357	124.6%	23,085	60,350	161.4%
Half Fare Cab	218	182	-16.5%	1,593	1,426	-10.5%
TOTAL	360,134	813,280	125.83%	2,926,597	6,535,171	123.30%
PASSENGERS/REVENUE HOUR	Apr 2021	Apr 2022	% Change	FY2021 to Date	FY2022 to Date	% Change

PASSENGERS/REVENUE HOUR	Apr 2021	Apr 2022	% Change	FY2021 to Date	FY2022 to Date	% Change
Hour	17.27	38.14	120.9%	14.39	30.13	109.3%

From Fiscal Year:	2022	From Period	d 10		Division: 00 Champaign Urbana Mass Transit Dis	trict		As of: 4/3	30/2022
Thru Fiscal Year:	2022	Thru Period	d 10		, ,				
Apr-2022		dget Period	Apr-2021	Act/Bgt Var %		Actual Ytd	Jul-2021 thru Apr-2022 Budget Ytd	Last Ytd	Act/Bgt Var %
					4000000000 **** REVENUE ****				
					4000000099 ** TRANSPORTATION REVENUE				
					4010000000 * PASSENGER FARES				
24,145.29		41,666.67	0.00	-42.05%	4010100000 FULL ADULT FARES	238,795.1	6 416,666.70	-214.00	-42.69%
167.00		1,250.00	0.00	-86.64%	4010300000 STUDENT FARES	3,166.5	0 12,500.00	267.00	-74.67%
-158.00		0.00	0.00	-100.00%	4010700000 FARE REFUNDS	-758.0	0.00	0.00	-100.00%
9,565.00		15,000.00	0.00	-36.23%	4010800000 ANNUAL PASS REVENUE	65,866.0	0 150,000.00	36,831.74	-56.09%
1,245.00		2,916.67	1,228.50	-57.31%	4011000000 HALF FARE CAB	9,550.5	0 29,166.70	9,665.00	-67.26%
3,849.00		3,750.00	0.00	2.64%	4011100000 ADA TICKETS & FARES	27,593.0	0 37,500.00	28.00	-26.42%
38,813.29		64,583.34	1,228.50	-39.90%	4019900099 * TOTAL PASSENGER FARES	344,213.1	6 645,833.40	46,577.74	-46.70%
					4020000000 * SPECIAL TRANSIT & SCHOOL FARE				
362,275.00		516,666.67	196,557.47	-29.88%	4020300000 U OF I CAMPUS SERVICE	5,475,785.0	0 5,166,666.70	3,006,527.25	5.98%
25,546.25		27,083.33	26,625.48	-5.68%	4020500000 ADA - U I & DSC CONTRACTS	255,462.5	0 270,833.30	266,254.80	-5.68%
82,125.56		60,416.67	82,407.78	35.93%	4030100000 SCHOOL SERVICE FARES	657,025.4	8 604,166.70	659,262.24	8.75%
469,946.81	(604,166.67	305,590.73	-22.22%	4039999999 * TOTAL SPECIAL TRANSIT & SCHOO	6,388,272.9	8 6,041,666.70	3,932,044.29	5.74%
					4060000000 *AUXILIARY TRANSPORTATION REVE				
2,101.29		1,666.67	1,625.10	26.08%	4060100000 I.T. COMMISSIONS	19,137.1	7 16,666.70	16,547.68	14.82%
22,409.00		16,666.67	21,353.39	34.45%	4060300000 ADVERTISING REVENUE	257,148.8	8 166,666.70	172,646.54	54.29%
24,510.29		18,333.34	22,978.49	33.69%	4069900098 *TOTAL AUXILIARY TRANSPORTATIO	276,286.0	5 183,333.40	189,194.22	50.70%
533,270.39	(687,083.35	329,797.72	-22.39%	4069900099 ** TOTAL TRANSPORTATION REVEN	7,008,772.1	9 6,870,833.50	4,167,816.25	2.01%
					4070000000 ** NON-TRANSPORTATION REVENUE				
1,451.23		1,666.67	1,069.87	-12 93%	4070100000 SALE OF MAINTENANCE SERVICES	16,103.8	4 16,666.70	8,616.89	-3.38%
0.00		0.00	0.00		4070200000 RENTAL OF REVENUE VEHICLES	0.0	·	0.00	0.00%
31,299.10		35,416.67	34,332.39		4070300000 BUILDING RENTAL - IL TERMINAL	349,609.9		372,861.89	-1.29%
17,924.38		2,083.33	2,001.05		4070300002 BUILDING RENTAL - 801 & 1101	179,243.8	·	20,010.50	760.37%
4,612.98		16,666.67	13,074.79		4070400000 INVESTMENT INCOME	118,593.5	·	148,754.53	-28.84%
-1,751.20		0.00	-5,017.40		4070400002 +/ - FAIR VALUE OF INVESTMENT	-40,625.3	·	-59,457.88	-100.00%
.,			•					•	
7.56		0.00	-656.29	100.00%	4070800000 OVER OR SHORT	457.2	2 0.00	-471.56	100.00%

rom Fiscal Year: Thru Fiscal Year:				Division: 00 Champaign Urbana Mass Transit Dis	strict		As of: 4/3	30/2022
Apr-2022	Budget This Period	Apr-2021	Act/Bgt Var %		Jul Actual Ytd	-2021 thru Apr-2022 Budget Ytd	Last Ytd	Act/Bgt Var %
2,325.00	0.00	1,420.66	100.00%	4079900001 OTHER NON-TRANSPORTATION REV	122,728.41	0.00	15,181.20	100.00%
58,691.35	55,833.34	46,225.07	5.12%	4079900099 ** TOTAL NON-TRANSPORTATION RE	769,331.41	558,333.40	508,540.57	37.79%
591,961.74	742,916.69	376,022.79	-20.32%	4079999999 *** TOTAL TRANS & NON-TRANS REV	7,778,103.60	7,429,166.90	4,676,356.82	4.70%
				4080000000 ** TAX REVENUE				
784,600.00	800,000.00	784,600.00	-1.93%	4080100000 PROPERTY TAX REVENUE	7,846,000.00	8,000,000.00	7,826,800.00	-1.93%
0.00	0.00	0.00	0.00%	4080100001 PROPERTY TAX - UNCOLLECTIBLE R	-21,815.31	0.00	-36,878.40	-100.00%
155,978.62	12,500.00	81,389.74	> 999.99%	4080600000 REPLACEMENT TAX REVENUE	573,133.93	125,000.00	257,702.90	358.51%
0.00	0.00	0.00	0.00%	4089900001 MISCELLANEOUS PROPERTY TAXES	0.00	0.00	1,439.43	0.00%
940,578.62	812,500.00	865,989.74	15.76%	4089999999 ** TOTAL TAX REVENUE	8,397,318.62	8,125,000.00	8,049,063.93	3.35%
				4110000000 ** STATE GRANTS & REIMBURSEME				
1,783,639.00	3,062,489.08	2,152,000.00	-41.76%	4110100000 OPERATING ASSISTANCE - STATE	21,282,039.00	30,624,890.80	19,941,562.58	-30.51%
399,661.00	0.00	80,022.35	100.00%	4110100001 OPERATING ASSIST - DEBT SERVICE	399,661.00	0.00	1,225,671.34	100.00%
597,660.48	0.00	0.00	100.00%	4111000000 STATE GRANT REVENUE	7,543,060.00	0.00	1,377.30	100.00%
0.00	0.00	0.00	0.00%	4111000001 STATE GRANT REVENUE - PASS TH	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	4119900000 STATE REIMBURSEMENTS	18,473.50	0.00	6,000.00	100.00%
-19,677.20	0.00	0.00	-100.00%	4119900001 STATE REIMB - PASS THRU \$	-19,677.20	0.00	-6,000.00	-100.00%
2,761,283.28	3,062,489.08	2,232,022.35	-9.84%	4119999999 ** TOTAL STATE GRANTS & REIMB	29,223,556.30	30,624,890.80	21,168,611.22	-4.58%
				4130000000 ** FEDERAL GRANTS & REIMBURSE				
0.00	120,587.50	0.00	-100.00%	4130100000 OPERATING ASSISTANCE - FEDERAL	0.00	1,205,875.00	0.00	-100.00%
1,527,271.38	258,920.08	3,205,254.95	489.86%	4130500000 FEDERAL GRANT REVENUE	7,669,509.30	2,589,200.80	7,154,229.84	196.21%
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%
1,527,271.38	379,507.58	3,205,254.95	302.44%	4139999999 ** TOTAL FEDERAL GRANTS & REIM	7,669,509.30	3,795,075.80	7,154,229.84	102.09%
				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	9,438.00	0.00	0.00	100.00%
0.00	0.00	0.00	0.00%	4159999999 ***TOTAL OTHER AGENCY REVENUE	9,438.00	0.00	0.00	100.00%
5,821,095.02	4,997,413.35	6,679,289.83	16.48%	4999900099 **** TOTAL REVENUE ****	53,077,925.82	49,974,133.50	41,048,261.81	6.21%

From Fiscal Year: 2022 From Period 10 Division: 00 Champaign Urbana Mass Transit District As of: 4/30/2022 Thru Fiscal Year: 2022 Thru Period 10 Jul-2021 thru Apr-2022 Budget Act/Bgt Act/Bgt **Actual Ytd Budget Ytd** Last Ytd Apr-2022 **This Period** Apr-2021 Var % Var % 5000000000 * * * * EXPENSES * * * 5010000000 ** LABOR 809.639.02 866.666.67 776.919.55 -6.58% 5010101000 OPERATORS WAGES 7.896.319.58 8.666.666.70 7.416.540.65 -8.89% -14.97% 122.499.71 141.666.67 126.871.92 -13.53% 5010204000 MECHANICS WAGES - MAINT 1.204.628.10 1.416.666.70 1.126.421.04 74.116.21 -11.06% 5010304000 MAINTENANCE WAGES - MAINT 692.591.36 -16.89% 83,333.33 60.874.56 833.333.30 598.273.58 96,298.48 125,000.00 97,588.85 -22.96% 5010401000 SUPERVISORS SALARIES - OPS 1,056,436.78 1,250,000.00 1,063,913.69 -15.49% 19,022.47 22,083.33 18,721.36 -13.86% 5010404000 SUPERVISORS SALARIES - MAINT 194,965.48 220,833.30 249,987.72 -11.71% 74,725.81 91,666.67 61,020.74 -18.48% 5010501000 OVERHEAD SALARIES - OPS 842,817.16 916,666.70 724,154.96 -8.06% 30,450.92 39,583.33 83,387.18 -23.07% 5010504000 OVERHEAD SALARIES - MAINT 362,757.97 395,833.30 436,010.40 -8.36% 103,948.25 133,333.33 147,545.06 -22.04% 5010516000 OVERHEAD SALARIES - G&A 1,240,677.44 1,333,333.30 1,250,114.43 -6.95% 16.666.67 14.023.02 -6.98% 5010516200 OVERHEAD SALARIES - IT -0.60% 15.504.08 165.666.10 166.666.70 146.052.62 14.964.67 25.000.00 14.607.86 -40.14% 5010601000 CLERICAL WAGES - OPS 145.621.04 250.000.00 137.950.47 -41 75% 0.00 0.00 -100.00% 4.166.67 -100.00% 5010604000 CLERICAL WAGES - MAINT 0.00 41.666.70 -24.65 30.331.74 35.000.00 30 975 26 -13.34% 5010616000 CLERICAL WAGES - G&A 340.371.05 350.000.00 302.144.77 -2 75% 9.254.42 90.117.27 7.916.67 7.200.85 16.90% 5010616200 CLERICAL WAGES - IT 79.166.70 70.167.67 13.83% 10.150.77 -37.53% 5010716200 SECURITY WAGES - IT 16.250.00 11.560.85 107.788.82 162.500.00 107.717.56 -33.67% -3.082.10 0.00 -691.89 -100.00% 5010801000 LABOR CREDIT - OPS -17.347.95 0.00 -23.651.66 -100.00% -2,142.66 0.00 0.00 -52.306.90 -100.00% -3.748.87-100.00% 5010804000 LABOR CREDIT - MAINT -26,468.65 -6,002.41 0.00 -151.61 -100.00% 5010806000 LABOR CREDIT - G&A -22,985.89 0.00 -15,428.32 -100.00% 8,932.16 10,000.00 9,948.28 100,836.30 100,000.00 90,832.91 0.84% -10.68% 5010816200 MAINTENANCE WAGES - IT 0.00 0.00 0.00 0.00% 5010901000 REDUCED/REASSIGNMNT PAY - OPS 0.00 0.00 21,005.03 0.00% 0.00 0.00 0.00 0.00 0.00% 5010904000 REDUCED/REASSIGNMNT PAY - MAI 0.00 0.00 0.00% 0.00 0.00 0.00 0.00% 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 0.00% 5011001000 MEAL DELIVERY WAGES - OPS (NON-0.00 0.00 5.012.81 0.00 0.00 0.00 0.00% 5012001000 U OF I COVID ROUTE WAGES 0.00 0.00 49.274.20 0.00% 2.333.76 0.00 0.00 100.00% 5013001000 COVID VACCINE INCENTIVE WAGES 27.619.30 0.00 0.00 100.00% 3.411.72 0.00 0.00 100.00% 5013016000 COVID TESTING WAGES 17.228.41 0.00 0.00 100.00% 1,414,357.02 1,618,333.34 1,456,652.97 -12.60% 5019999000 ** TOTAL LABOR 14,419,639.67 16,183,333.40 13,704,162.98 -10.90% **5020000000 ** FRINGE BENEFITS** 87.654.17 104.166.67 81.582.99 -15.85% 5020101000 FICA - OPS 912.213.56 1.041.666.70 837.498.52 -12.43% 21,272.13 22.083.33 24.878.48 5020104000 FICA - MAINT 218.677.91 220.833.30 210.620.48 -0.98% 9,122.67 12,083.33 120,833.30 -15.71% 11,102.52 -24.50% 5020116000 FICA - G&A 101,853.97 98,694.52 3,579.91 4,166.67 3,529.57 -14.08% 5020116200 FICA - IT 38,517.95 41,666.70 33,061.17 -7.56%

1,710,473.64

466,136.93

1,916,666.70

416,666.70

5020201000 IMRF - OPS

4.90% 5020204000 IMRF - MAINT

168,768.86

43,707.47

191,666.67

41,666.67

215,161.73

52,212.68

-11.95%

-10.76%

11.87%

1,474,600.86

462,634.14

From Fiscal Year: 2022 From Period 10 Division: 00 Champaign Urbana Mass Transit District As of: 4/30/2022
Thru Fiscal Year: 2022 Thru Period 10

	Budget		Act/Bgt			-2021 thru Apr-2022		Act/Bgt
Apr-2022	This Period	Apr-2021	Var %		Actual Ytd	Budget Ytd	Last Ytd	Var %
19,341.87	19,583.33	25,174.66	-1.23%	5020216000 IMRF - G&A	177,674.01	195,833.30	184,028.94	-9.27%
6,983.13	6,250.00	8,050.03	11.73%	5020216200 IMRF - IT	59,133.40	62,500.00	55,389.28	-5.39%
296,412.30	308,333.33	300,171.28	-3.87%	5020301000 MEDICAL INSURANCE - OPS	2,976,898.59	3,083,333.30	3,018,712.15	-3.45%
70,078.12	66,666.67	68,392.92	5.12%	5020304000 MEDICAL INSURANCE - MAINT	702,610.70	666,666.70	664,444.22	5.39%
30,036.20	33,333.33	31,368.20	-9.89%	5020316000 MEDICAL INSURANCE - G&A	312,749.00	333,333.30	352,655.70	-6.18%
18,783.00	16,666.67	16,628.00	12.70%	5020316200 MEDICAL INSURANCE - IT	158,211.00	166,666.70	165,299.00	-5.07%
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%
2,030.62	2,750.00	257.58	-26.16%	5020501000 LIFE INSURANCE - OPS	16,062.96	27,500.00	14,171.42	-41.59%
545.37	500.00	208.72	9.07%	5020504000 LIFE INSURANCE - MAINT	4,893.73	5,000.00	5,045.45	-2.13%
169.54	500.00	1.37	-66.09%	5020516000 LIFE INSURANCE - G&A	4,332.61	5,000.00	4,591.40	-13.35%
127.40	166.67	101.24	-23.56%	5020516200 LIFE INSURANCE - IT	1,185.80	1,666.70	993.04	-28.85%
0.00	2,500.00	0.00	-100.00%	5020601000 OPEB EXPENSE - OPS	0.00	25,000.00	0.00	-100.00%
0.00	500.00	0.00	-100.00%	5020604000 OPEB EXPENSE - MAINT	0.00	5,000.00	0.00	-100.00%
0.00	250.00	0.00	-100.00%	5020616000 OPEB EXPENSE - G&A	0.00	2,500.00	0.00	-100.00%
0.00	83.33	0.00	-100.00%	5020616200 OPEB EXPENSE - IT	0.00	833.30	0.00	-100.00%
1,841.60	4,166.67	4,145.29	- 55.80%	5020701000 UNEMPLOYMENT INSURANCE - OPS	43,102.33	41,666.70	36,019.21	3.45%
1,193.01	833.33	1,717.00	43.16%	5020704000 UNEMPLOYMENT INSURANCE - MAIN	9,753.73	8,333.30	8,454.30	17.05%
468.53	250.00	912.82	87.41%	5020716000 UNEMPLOYMENT INSURANCE - G&A	4,186.02	2,500.00	4,018.90	67.44%
490.28	250.00	574.80	96.11%	5020716200 UNEMPLOYMENT INSURANCE - IT	2,637.43	2,500.00	1,924.10	5.50%
7,493.36	13,750.00	76,182.09	-45.50%	5020801000 WORKERS COMP INSURANCE - OPS	148,237.52	137,500.00	215,450.64	7.81%
2,324.60	12,500.00	800.77	-81.40%	5020804000 WORKERS COMP INSURANCE - MAIN	27,826.89	125,000.00	28,476.94	-77.74%
-10,887.20	1,000.00	-1,910.71	<-999.99%	5020816000 WORKERS COMP INSURANCE - G&A	11,241.43	10,000.00	7,171.70	12.41%
656.35	2,083.33	152.85	-68.50%	5020816200 WORKERS COMP INSURANCE - IT	5,723.20	20,833.30	1,906.50	-72.53%
13,978.16	17,083.33	11,136.80	-18.18%	5021001000 HOLIDAYS - OPS	109,390.16	170,833.30	129,942.48	-35.97%
6,278.24	5,416.67	4,615.68	15.91%	5021004000 HOLIDAYS - MAINT	40,734.00	54,166.70	41,786.40	-24.80%
0.00	166.67	0.00	-100.00%	5021016000 HOLIDAYS - G&A	0.00	1,666.70	0.00	-100.00%
846.16	666.67	676.32	26.92%	5021016200 HOLIDAYS - IT	6,590.08	6,666.70	3,829.20	-1.15%
19,044.49	50,000.00	28,343.42	-61.91%	5021101000 VACATIONS - OPS	477,119.21	500,000.00	463,948.84	-4.58%
13,682.04	15,000.00	6,379.60	-8.79%	5021104000 VACATIONS - MAINT	114,746.63	150,000.00	117,531.20	-23.50%
0.00	83.33	0.00	-100.00%	5021116000 VACATION - G&A	0.00	833.30	0.00	-100.00%
0.00	833.33	1,083.60	-100.00%	5021116200 VACATIONS - IT	13,147.92	8,333.30	4,197.28	57.78%
2,733.77	5,000.00	3,659.30	-45.32%	5021201000 OTHER PAID ABSENCES - OPS	44,152.57	50,000.00	50,155.27	-11.69%
1,437.68	1,250.00	713.52	15.01%	5021204000 OTHER PAID ABSENCES - MAINT	8,265.68	12,500.00	5,173.20	-33.87%
0.00	83.33	0.00	-100.00%	5021216000 OTHER PAID ABSENCES - G&A	641.28	833.30	0.00	-23.04%
555.20	83.33	0.00	566.27%	5021216200 OTHER PAID ABSENCES - IT	1,896.31	833.30	117.92	127.57%
2,669.66	4,166.67	499.41	-35.93%	5021301000 UNIFORM ALLOWANCES - OPS	52,136.88	41,666.70	31,107.88	25.13%

From Fiscal Year: 2022 From Period 10 Division: 00 Champaign Urbana Mass Transit District As of: 4/30/2022 Thru Fiscal Year: 2022 Thru Period 10

	Budget		Act/Bgt			-2021 thru Apr-2022		Act/Bgt
Apr-2022	This Period	Apr-2021	Var %		Actual Ytd	Budget Ytd	Last Ytd	Var %
414.41	2,250.00	2,035.31	-81.58%	5021304000 UNIFORM ALLOWANCES - MAINT	8,611.37	22,500.00	18,316.47	-61.73%
69.80	416.67	254.58	-83.25%	5021316200 UNIFORM ALLOWANCES - IT	3,626.91	4,166.70	1,870.57	-12.95%
0.00	1,666.67	0.00	-100.00%	5021401000 OTHER FRINGE BENEFITS - OPS	0.00	16,666.70	2,207.07	-100.00%
518.00	1,666.67	0.00	-68.92%	5021404000 OTHER FRINGE BENEFITS - MAINT	1,242.00	16,666.70	602.01	-92.55%
3,897.00	5,000.00	1,153.00	-22.06%	5021416000 OTHER FRINGE BENEFITS - G&A	36,896.28	50,000.00	24,251.37	-26.21%
0.00	416.67	0.00	-100.00%	5021416200 OTHER FRINGE BENEFITS - IT	0.00	4,166.70	146.51	-100.00%
119,851.42	147,916.67	79,521.35	-18.97%	5021501000 EARNED TIME - OPS	1,443,486.86	1,479,166.70	962,887.34	-2.41%
24,572.19	25,000.00	9,682.86	-1.71%	5021504000 EARNED TIME - MAINT	315,982.74	250,000.00	187,966.62	26.39%
2,777.36	2,500.00	2,064.26	11.09%	5021516200 EARNED TIME - IT	29,385.37	25,000.00	20,888.31	17.54%
250.00	1,416.67	0.00	-82.35%	5021604000 TOOL ALLOWANCE - MAINT	11,963.91	14,166.70	11,194.79	-15.55%
0.00	3,750.00	5,646.66	-100.00%	5021701000 DISABILITY - OPS	20,015.14	37,500.00	41,411.69	-46.63%
0.00	416.67	0.00	-100.00%	5021704000 DISABILITY - MAINT	0.00	4,166.70	681.24	-100.00%
0.00	83.33	0.00	-100.00%	5021716200 DISABILITY - IT	0.00	833.30	0.00	-100.00%
0.00	0.00	0.00	0.00%	5021801000 WORKERS COMP - PAYROLL - OPS	3,134.42	0.00	810.96	100.00%
179.13	0.00	0.00	100.00%	5021804000 WORKERS COMP - PAYROLL - MAINT	1,125.37	0.00	0.00	100.00%
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%
2,564.00	22,916.67	61,427.00	-88.81%	5022001000 EARLY RETIREMENT PLAN - OPS	76,566.00	229,166.70	166,912.00	-66.59%
51,187.00	2,083.33	0.00	> 999.99%	5022004000 EARLY RETIREMENT PLAN - MAINT	51,187.00	20,833.30	0.00	145.70%
0.00	2,083.33	0.00	-100.00%	5022016000 EARLY RETIREMENT PLAN - G&A	0.00	20,833.30	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%
263.84	0.00	16,978.55	100.00%	5023001000 "SICK BANK" EXPENSES - OPS	55,957.82	0.00	189,192.08	100.00%
0.00	0.00	389.28	0.00%	5023004000 "SICK BANK" EXPENSES - MAINT	6,040.28	0.00	17,662.21	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	1,982.98	0.00%	5023016200 "SICK BANK" EXPENSES - IT	954.16	0.00	10,897.03	100.00%
1,049,962.84	1,188,166.68	1,159,640.36	-11.63%	5029999900 ** TOTAL FRINGE BENEFITS	11,049,330.66	11,881,666.80	10,391,550.52	-7.01%
				5030000000 ** SERVICES				
21,844.11	62,500.00	54,174.10	-65.05%	5030316000 PROFESSIONAL SERVICES - G&A	401,389.54	625,000.00	354,950.37	-35.78%
0.00	250.00	0.00	-100.00%	5030316200 PROFESSIONAL SERVICES - IT	115.22	2,500.00	779.00	-95.39%
0.00	0.00	0.00		5030316300 PROFESSIONAL SERVICES - IT - NON	11,186.58	0.00	0.00	100.00%
6,500.00	18,750.00	15,391.44		5030316400 PROFESSIONAL SERVICES - G&A - N	71,828.00	187,500.00	85,242.96	-61.69%
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		5030416000 TEMPORARY HELP - G&A	0.00	41,666.70	0.00	-100.00%
1,500.00	5,833.33	0.00		5030501000 CONTRACT MAINTENANCE - OPS	-21,467.80	58,333.30	0.00	-136.80%
	,				*	,		

From Fiscal Year: 2022 From Period 10 Division: 00 Champaign Urbana Mass Transit District As of: 4/30/2022

Thru Fiscal Year: 2022 Thru		d 10 d 10		Division: 00 Champaign Urbana Mass Transit District			As of: 4/30/2022		
iniu i iscai i cai.	Budget	u 10	Act/Bgt		Ju	I-2021 thru Apr-2022		Act/Bgt	
Apr-2022	This Period	Apr-2021	Var %		Actual Ytd	Budget Ytd	Last Ytd	Var %	
13,995.61	10,416.67	9,944.24	34.36%	5030504000 CONTRACT MAINTENANCE - MAINT	127,307.19	104,166.70	90,787.20	22.21%	
156,746.68	50,000.00	46,080.82	213.49%	5030516000 CONTRACT MAINTENANCE - G&A	491,042.71	500,000.00	484,973.10	-1.79%	
1,260.93	2,916.67	1,324.77	-56.77%	5030516200 CONTRACT MAINTENANCE - IT	17,510.02	29,166.70	25,508.15	-39.97%	
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%	
40,091.24	3,750.00	0.00	969.10%	5030801000 PRINTING SERVICES - OPS	40,985.30	37,500.00	28,933.26	9.29%	
0.00	83.33	0.00	-100.00%	5030804000 PRINTING SERVICES - MAINT	0.00	833.30	0.00	-100.00%	
-40,014.24	333.33	0.00	<-999.99%	5030816000 PRINTING SERVICES - G&A	6,531.90	3,333.30	1,362.55	95.96%	
0.00	83.33	0.00	-100.00%	5030816200 PRINTING SERVICES - IT	0.00	833.30	1,200.00	-100.00%	
0.00	0.00	0.00	0.00%	5030816300 PRINTING SERVICES - IT - NON-REIM	0.00	0.00	0.00	0.00%	
2,490.00	140,000.00	2,457.00	-98.22%	5031216000 CABS	18,617.00	140,000.00	19,330.00	-86.70%	
3,540.65	3,333.33	533.87	6.22%	5039901000 OTHER SERVICES - OPS	33,953.63	33,333.30	5,521.77	1.86%	
105.00	500.00	0.00	-79.00%	5039904000 OTHER SERVICES - MAINT	10,534.93	5,000.00	976.96	110.70%	
1,510.03	8,333.33	278.55	-81.88%	5039916000 OTHER SERVICES - G&A	22,804.61	83,333.30	12,425.30	-72.63%	
99.21	416.67	654.99	-76.19%	5039916200 OTHER SERVICES - IT	778.11	4,166.70	13,697.16	-81.33%	
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	1,570.27	0.00	0.00	100.00%	
209,669.22	311,666.66	130,839.78	-32.73%	5039999900 ** TOTAL SERVICES	1,234,687.21	1,856,666.60	1,125,932.78	-33.50%	
				5040000000 ** MATERIALS & SUPPLIES CONSUM					
174,863.42	166,666.67	103,123.29	4.92%	5040101000 FUEL & LUBRICANTS - OPS	1,359,807.17	1,666,666.70	794,094.89	-18.41%	
19,028.09	10,416.67	9,596.89	82.67%	5040104000 FUEL & LUBRICANTS - MAINT	138,311.40	104,166.70	83,268.16	32.78%	
12,884.89	12,500.00	11,416.59	3.08%	5040201000 TIRES & TUBES - OPS - MB DO	125,294.00	125,000.00	133,846.40	0.24%	
459.79	833.33	0.00	-44.82%	5040204000 TIRES & TUBES - MAINT - DR DO	7,875.05	8,333.30	5,366.56	-5.50%	
0.00	0.00	0.00	0.00%	5040206000 TIRES & TUBES - NON-REVENUE VEH	0.00	0.00	0.00	0.00%	
6,986.00	4,166.67	305.31	67.66%	5040304000 GARAGE EQUIPMENT REPAIRS - MAI	31,589.94	41,666.70	19,329.35	-24.18%	
16,720.39	12,500.00	23,910.87	33.76%	5040404000 BLDG & GROUND REPAIRS - MAINT -	144,865.15	125,000.00	127,049.87	15.89%	
0.00	4,166.67	1,900.89	-100.00%	5040404001 BLDG & GROUND REPAIRS - MAINT -	10,851.63	41,666.70	10,616.46	-73.96%	
0.00	83.33	0.00	-100.00%	5040404002 BLDG & GROUND REPAIRS - MAINT -	0.00	833.30	426.00	-100.00%	
1,347.05	10,833.33	-3,239.41	-87.57%	5040416200 BLDG & GROUND REPAIRS - IT	32,811.20	108,333.30	24,721.75	-69.71%	
-46.55	0.00	5,500.05	-100.00%	5040416300 BLDG & GROUND REPAIRS - IT - NON	12,745.23	0.00	11,888.24	100.00%	
1,712.98	0.00	0.00	100.00%	5040416400 BLDG & GROUND REPAIRS - G&A - N	9,631.31	0.00	943.97	100.00%	
111.36	0.00	0.00	100.00%	5040500001 REVENUE VEHICLE REPAIRS - CORE	97.06	0.00	0.00	100.00%	
116,176.10	200,000.00	120,084.90	-41.91%	5040504000 REVENUE VEHICLE REPAIRS	1,345,911.35	2,000,000.00	1,277,401.21	-32.70%	
15,692.62	1,666.67	1,643.16	841.56%	5040604000 NON-REVENUE VEHICLE REPAIRS	34,481.68	16,666.70	14,465.52	106.89%	
10,116.54	5,416.67	3,805.39	86.77%	5040704000 SERVICE SUPPLIES - MAINT	99,860.17	54,166.70	80,561.81	84.36%	
2,899.23	2,333.33	1,161.03	24.25%	5040716200 SERVICE SUPPLIES - IT	17,115.23	23,333.30	16,357.16	-26.65%	
3,148.27	3,750.00	1,927.96	-16.05%	5040801000 OFFICE SUPPLIES - OPS	37,494.23	37,500.00	8,748.98	-0.02%	

From Fiscal Year: 2022 From Period 10 Division: 00 Champaign Urbana Mass Transit District As of: 4/30/2022
Thru Fiscal Year: 2022 Thru Period 10

Thru Fiscal Year: 2	022 Thru Perio	d 10						
	Budget		Act/Bgt		Jul	I-2021 thru Apr-2022		Act/Bgt
Apr-2022	This Period	Apr-2021	Var %		Actual Ytd	Budget Ytd	Last Ytd	Var %
1,880.03	1,250.00	649.98	50.40%	5040804000 OFFICE SUPPLIES - MAINT	13,944.15	12,500.00	9,167.05	11.55%
1,026.34	1,250.00	767.21	-17.89%	5040816000 OFFICE SUPPLIES - G&A	10,974.66	12,500.00	3,912.97	-12.20%
836.32	500.00	93.75	67.26%	5040816200 OFFICE SUPPLIES - IT	1,675.26	5,000.00	763.55	-66.49%
4,642.09	1,666.67	3,866.94	178.52%	5040901000 COMPUTER & SERVER - MISC EXP'S -	6,462.26	16,666.70	5,403.50	-61.23%
694.26	1,666.67	555.31	-58.34%	5040904000 COMPUTER & SERVER - MISC EXP'S -	16,312.16	16,666.70	1,775.24	-2.13%
13,573.63	6,666.67	21,372.60	103.60%	5040916000 COMPUTER & SERVER - MISC EXP'S -	77,176.25	66,666.70	120,471.73	15.76%
189.07	416.67	0.00	-54.62%	5040916200 COMPUTER & SERVER - MISC EXP'S -	2,594.86	4,166.70	641.03	-37.72%
679.00	1,250.00	1,565.97	-45.68%	5041001000 SAFETY & TRAINING - OPS	2,710.01	12,500.00	7,943.79	-78.32%
0.00	2,083.33	0.00	-100.00%	5041004000 SAFETY & TRAINING - MAINT	88.34	20,833.30	-226.56	-99.58%
3,869.05	6,666.67	2,675.55	-41.96%	5041104000 PASSENGER SHELTER REPAIRS	65,046.84	66,666.70	52,834.23	-2.43%
0.00	416.67	0.00	-100.00%	5041201000 SMALL TOOLS & EQUIP - OPS	22,497.48	4,166.70	46,241.02	439.94%
14,394.99	5,416.67	6,793.56	165.75%	5041204000 SMALL TOOLS & EQUIP - MAINT	32,513.99	54,166.70	10,228.78	-39.97%
0.00	7,916.67	0.00	-100.00%	5041216000 SMALL TOOLS & EQUIP - G&A	0.00	79,166.70	3,565.84	-100.00%
0.00	833.33	9,911.28	-100.00%	5041216200 SMALL TOOLS & EQUIP - IT	5,526.21	8,333.30	14,380.33	-33.69%
0.00	0.00	0.00	0.00%	5041216300 SMALL TOOLS & EQUIP - IT - NON-RE	29.94	0.00	0.00	100.00%
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%
11,301.83	0.00	6,052.31	100.00%	5041404000 CAD/AVL,CAMERA,RADIO REPAIRS -	51,471.74	0.00	61,984.83	100.00%
2,855.52	0.00	1,627.34	100.00%	5041504000 ADA VEHICLE REPAIRS - MAINT	16,644.85	0.00	10,041.46	100.00%
438,042.31	473,333.36	337,068.72	-7.46%	5049999900 ** TOTAL MATERIAL & SUPPLIES	3,734,410.80	4,733,333.60	2,958,215.12	-21.10%
				5050000000 **UTILITIES				
69,127.87	58,333.33	43,655.48	18.50%	5050216000 ** UTILITIES - G&A	572,918.31	583,333.30	476,121.16	-1.79%
9,171.07	9,166.67	7,931.93	0.05%	5050216200 ** UTILITIES - IT	93,880.40	91,666.70	85,678.04	2.41%
4,134.72	3,750.00	3,092.72	10.26%	5050216300 ** UTILITIES - IT - NON-REIMB	40,005.88	37,500.00	33,568.16	6.68%
465.20	0.00	192.16	100.00%	5050216400 ** UTILITIES - G&A - NON-REIMB	3,144.55	0.00	2,220.06	100.00%
82,898.86	71,250.00	54,872.29	16.35%	5059999900 **TOTAL UTILITIES	709,949.14	712,500.00	597,587.42	-0.36%
				5060000000 ** CASUALTY & LIABILITY COSTS				
7,429.28	5,833.33	2,235.14	27.36%	5060104000 PHYSICAL DAMAGE PREMIUMS - MAI	74,292.80	58,333.30	22,472.40	27.36%
0.00	0.00	0.00	0.00%	5060116200 PHYSICAL DAMAGE PREMIUMS - IT	0.00	0.00	0.00	0.00%
-29,191.57	-2,083.33	-295.85	> 999.99%	5060204000 PHYSICAL DAMAGE RECOVERIES - M	-51,791.76	-20,833.30	-50,663.37	148.60%
35,632.76	50,000.00	45,651.15	-28.73%	5060316000 PL & PD INSURANCE PREMIUMS - G&	339,288.10	500,000.00	438,081.50	-32.14%
0.00	0.00	0.00	0.00%	5060316200 PL & PD INSURANCE PREMIUMS - IT	0.00	0.00	0.00	0.00%
29,030.24	50,000.00	35,220.52	-41.94%	5060416000 UNINSURED PL & PD PAYOUTS - G&A	287,734.05	500,000.00	368,718.81	-42.45%
3,710.65	3,333.33	2,537.64	11.32%	5060816000 PREMIUMS-OTHER COPORATE INS.	37,106.50	33,333.30	25,406.40	11.32%
46,611.36	107,083.33	85,348.60	-56.47%	5069999900 ** TOTAL CASUALTY & LIABILITY	686,629.69	1,070,833.30	804,015.74	-35.88%

From Fiscal Year: 2022 From Period 10 Division: 00 Champaign Urbana Mass Transit District As of: 4/30/2022 Thru Fiscal Year: 2022 Thru Period 10 Jul-2021 thru Apr-2022 Budget Act/Bgt Act/Bgt **Actual Ytd Budget Ytd** Last Ytd Apr-2022 **This Period** Apr-2021 Var % Var % 5070000000 ** TAXES 0.00 1.833.33 1.500.00 -100.00% 5070316000 PROPERTY TAXES 10.500.00 18.333.30 -42.73% 16.417.23 312.50 333.33 312.50 -6.25% -6.25% 5070316400 PROPERTY TAXES - NON-REIMB 3.125.00 3,333.30 3,125.00 78.00 250.00 0.00 -68.80% 5070401000 VEHICLE LICENSING FEES - OPS 1,666.00 2,500.00 1,575.00 -33.36% 0.00 0.00 0.00 0.00% 5070416000 VEHICLE LICENSING FEES - G&A 0.00 0.00 0.00 0.00% 2,259.13 3,333.33 2,635.38 -32.23% 5070501000 FUEL TAX 25,213.22 33,333.30 25,178.49 -24.36% 2,649.63 5.749.99 4.447.88 -53.92% 5079999900 ** TOTAL TAXES 40,504.22 57.499.90 46.295.72 -29.56% 5080100000 ** PURCHASED TRANSPORTATION 0.00 -104.999.72 0.00 -100.00% 5080116000 CABS (Closed - See GL 5031216000) 0.00 0.01 0.00 -100.00% 72.988.83 76,666.67 76,072.76 -4.80% 5080216000 ADA CONTRACTS 729,893.30 766.666.70 760,718.62 -4.80% 72.988.83 -28.333.05 76.072.76 -357.61% 5089999900 **TOTAL PURCHASED TRANSPORTA 729.893.30 766.666.71 760.718.62 -4.80% 5090000000 ** MISCELLANEOUS EXPENSES 8.546.55 8.333.33 -7.25% 2.958.37 2.56% 5090116000 DUES & SUBSCRIPTIONS - G&A 77.293.98 83.333.30 75.491.94 15.347.08 9.166.67 15.017.48 67.42% 5090216000 TRAVEL & MEETINGS - G&A 131.007.53 91.666.70 40.680.07 42.92% 0.00% 0.00 0.00 0.00 0.00% 5090716000 BAD DEBT EXPENSE 0.00 0.00 0.00 7,479.02 16,666.67 8,065.68 110,408.97 166,666.70 -33.75% -55.13% 5090816000 ADVERTISING EXPENSES - G&A 55,724.28 0.00 0.00 0.00 0.00% 5090816200 ADVERTISING EXPENSES - IT 0.00 0.00 0.00 0.00% 0.00 666.67 1,500.00 6,666.70 -100.00% 5090916000 TRUSTEE COMPENSATION 2,950.00 4,100.00 -55.75% 29.52 500.00 314.46 -94.10% 5091016000 POSTAGE 4,460.10 5,000.00 3,543.48 -10.80% 0.00 0.00 0.00 0.00 0.00% 5091516000 LOSS/DISPOSAL FIXED ASSETS 0.00 0.00 0.00% 2,164.00 0.00 7.495.00 100.00% 5091616000 ADVERTISING SERVICES EXPENSE 54,459.25 0.00 30.637.61 100.00% 0.00 1,666.67 0.00 -100.00% 5091716000 SUBSTANCE ABUSE PROGRAM 0.00 16,666.70 0.00 -100.00% 152.50 1.666.67 416.28 -90.85% 5099901000 OTHER MISC EXPENSES - OPS 16.666.70 -82.82% 2.863.03 1.926.98 1.638.65 1.666.67 135.68 -1.68% 5099904000 OTHER MISC EXPENSES - MAINT 6.437.53 16.666.70 2.172.58 -61.37% 6,772.05 8,333.33 9.313.07 -18.74% 5099916000 OTHER MISC EXPENSES - G&A 46,289.96 83.333.30 40.670.28 -44.45% 654.99 1.250.00 0.00 -47.60% 5099916200 OTHER MISC EXPENSES - IT 8.147.55 12.500.00 1.490.75 -34.82% 0.00 320.00 0.00 608.00 100.00% 0.00 0.00% 5099916300 OTHER MISC EXPENSES - IT - NON-R 2.109.20 6.949.91 0.00 1.221.07 100.00% 5099916400 OTHER MISC EXPENSES - G&A - NON 89.734.80 0.00 15.547.48 100.00% -29.866.46 0.00 -15.968.84 -100.00% 5099926000 UNALLOCATED EXPENSES -322.95 0.00 -2,169.36 -100.00% 19,867.81 49,916.68 30,788.25 -60.20% 5099999900 ** TOTAL MISCELLANEOUS EXPENS 535,838.95 499,166.80 270,424.09 7.35%

From Fiscal Year: 2022 From Period 10 Division: 00 Champaign Urbana Mass Transit District As of: 4/30/2022

2022 Thru Perio	d 10		Division. 00 Champaigh Orbana Mass Transit Dis			A5 01. 4/3	00/2022
Budget		Act/Bgt			•		Act/Bgt
This Period	Apr-2021	Var %		Actual Ytd	Budget Ytd	Last Ytd	Var %
0.00	0.00	0.00%	5110116000 INTEREST - LONG-TERM DEBTS	0.00	0.00	0.00	0.00
0.00	238.72	100.00%	5110216000 INTEREST - SHORT-TERM DEBTS	61,186.61	0.00	62,178.30	100.00
0.00	238.72	100.00%	5119999900 ** TOTAL INTEREST	61,186.61	0.00	62,178.30	100.00
			5120000000 ** LEASE & RENTALS				
12,500.00	94.39	-74.68%	5120401000 PASSENGER REVENUE VEHICLES -	31,647.00	125,000.00	368.43	-74.68
1,000.00	706.04	-29.40%	5120516000 SERVICE VEHICLE LEASES	7,060.40	10,000.00	7,060.40	-29.40
16,666.67	805.99	-95.16%	5120704000 GARAGE EQUIPMENT LEASES - MAIN	8,059.90	166,666.70	26,080.48	-95.16
0.00	0.00	0.00%	5120901000 RADIO EQUIPMENT LEASES - OPS	0.00	0.00	0.00	0.00
8,333.33	15,552.32	86.63%	5121216000 G&A FACILITIES LEASES	155,523.20	83,333.30	116,525.59	86.63
18,750.00	104.48	-99.57%	5121301000 MISC LEASES - OPS	64,674.77	187,500.00	101,548.62	-65.51
18,750.00	1,909.19	-18.73%	5121304000 MISC LEASES - MAINT	118,338.47	187,500.00	21,749.28	-36.89
3,333.33	220.38	-60.91%	5121316000 MISC LEASES - G&A	11,610.81	33,333.30	21,461.35	-65.17
1,666.67	664.45	-96.09%	5121316200 MISC LEASES - IT	370.25	16,666.70	7,610.79	-97.78
0.00	0.00	0.00%	5121316300 MISC LEASES - IT - NON-REIMB	2,100.00	0.00	0.00	100.00
83.33	87.50	<-999.99%	5121316400 MISC LEASES - G&A - NON-REIMB	-2,362.50	833.30	787.50	-383.51
81,083.33	20,144.74	-56.63%	5129999900 ** TOTAL LEASE & RENTALS	397,022.30	810,833.30	303,192.44	-51.04
			5130000000 ** DEPRECIATION				
0.00	0.00	100.00%	5130201000 PASSENGER SHELTER DEPRECIATIO	235,648.03	0.00	196,004.73	100.00
0.00	0.00	100.00%	5130401000 REVENUE VEHICLE DEPRECIATION	4,479,128.45	0.00	3,545,636.54	100.00
0.00	0.00	100.00%	5130516000 SERVICE VEHICLE DEPRECIATION	70,390.21	0.00	67,101.19	100.00
0.00	0.00	100.00%	5130704000 GARAGE EQUIP DEPRECIATION	59,040.56	0.00	53,136.51	100.00
0.00	0.00	100.00%	5130901000 REVENUE VEHICLE RADIO EQUIP DE	31,630.69	0.00	37,093.74	100.00
0.00	0.00	100.00%	5131016000 COMPUTER EQUIP DEPRECIATION	81,978.25	0.00	65,776.20	100.00
0.00	0.00	0.00%	5131116000 REVENUE COLLECTION EQUIP DEPR	0.00	0.00	0.00	0.00
0.00	0.00	100.00%	5131216000 G&A FACILITIES DEPRECIATION	1,406,777.93	0.00	1,204,145.45	100.00
0.00	0.00	100.00%	5131316000 G&A SYSTEM DEVELOPMENT DEPR	31,217.00	0.00	25,380.30	100.00
0.00	0.00	100.00%	5131416000 MISCELLANEOUS EQUIP DEPR	2,535.68	0.00	2,282.13	100.00
0.00	0.00	0.00%	5131516000 OFFICE EQUIP DEPRECIATION	0.00	0.00	0.00	0.00
0.00	0.00	100.00%	5139999900 ** TOTAL DEPRECIATION	6,398,346.80	0.00	5,196,556.79	100.00
0.00	0.00	0.00%	5170116000 DEBT SERVICE ON EQUIPMENT & FA	0.00	0.00	0.00	0.00
3,878,250.32	3,356,115.07	4.22%	5999990000 **** TOTAL EXPENSES ****	39,997,439.35	38,572,500.41	36,220,830.52	3.69
	Budget This Period 0.00 0.00 12,500.00 1,000.00 16,666.67 0.00 8,333.33 18,750.00 18,750.00 3,333.33 1,666.67 0.00 83.33 81,083.33 81,083.33 0.00 0.00 0.00 0.00 0.00 0.00 0.	Budget This Period Apr-2021 0.00 0.00 0.00 238.72 0.00 238.72 12,500.00 94.39 1,000.00 706.04 16,666.67 805.99 0.00 0.00 8,333.33 15,552.32 18,750.00 1,909.19 3,333.33 220.38 1,666.67 664.45 0.00 0.00 81,083.33 20,144.74 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	Budget This Period Apr-2021 Act/Bgt Var % 0.00 0.00 0.00% 0.00 238.72 100.00% 0.00 238.72 100.00% 12,500.00 94.39 -74.68% 1,000.00 706.04 -29.40% 16,666.67 805.99 -95.16% 0.00 0.00 0.00% 8,333.33 15,552.32 86.63% 18,750.00 1,909.19 -18.73% 3,333.33 220.38 -60.91% 1,666.67 664.45 -96.09% 0.00 0.00 0.00% 83.33 87.50 <-999.99%	Budget This Period	Budget This Period	Budget This Period Apr-2021 Act/Bgt Var % Act/Bgt Var Act/Bgt Var % Act/Bgt Var Act/Bgt Var % Act/Bgt Var	Budget Apr-2021

From Fiscal Year: 2022 From Period 10			Division: 00 Champaign Urbana Mass Trans	Division: 00 Champaign Urbana Mass Transit District				
Thru Fiscal Year:	2022 Thru Perio	d 10	Act/Bqt	Jul	-2021 thru Apr-2022		Act/Bqt	
 Apr-2022	This Period	Apr-2021	Var %	Actual Ytd	Budget Ytd	Last Ytd	Var %	
1,778,990.83	1,119,163.03	3,323,174.76	58.96% 5999999800 NET SURPLUS (DEFICIT)	13,080,486.47	11,401,633.09	4,827,431.29	14.72%	

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

From Date: 4/01/2022 Thru Date: 4/30/2022

CheckNo	ReferenceDate	Reference	Payee	CheckAmount	C-CARTS Portion	MTD Portion	Voided
156299	07-Apr-22	A1934	ADVANCE AUTO PARTS	\$322.46	\$0.00	\$322.46	
156300	07-Apr-22	A2488 **	AFLAC GROUP INSURANCE	\$362.24	\$0.00	\$362.24	
156301	07-Apr-22	A4804	ALPHA CONTROLS & SERVICES LLC	\$662.00	\$0.00	\$662.00	
156302	07-Apr-22	A4887	ALTRO USA, INC.	\$265.17	\$0.00	\$265.17	
156303	07-Apr-22	A7370	ARENDS HOGAN WALKER LLC	\$451.76	\$0.00	\$451.76	
156304	07-Apr-22	A8006	AT & T MOBILITY LLC	\$180.78	\$0.00	\$180.78	
156305	07-Apr-22	A8007	AT & T	\$1,071.90	\$0.00	\$1,071.90	
156306	07-Apr-22	A8011	AT&T MOBILITY-CC	\$423.75	\$0.00	\$423.75	
156307	07-Apr-22	A8155	ATLAS CAB	\$1,974.00	\$0.00	\$1,974.00	
156308	07-Apr-22	B4910	JASON BLUNIER	\$109.00	\$0.00	\$109.00	
156309	07-Apr-22	B7563	BETH BRUNK	\$13.61	\$0.00	\$13.61	
156310 156311	07-Apr-22	C3105	CHEMICAL MAINTENANCE INC. CLEAN UNIFORM COMPANY	\$311.58	\$0.00	\$311.58	
156311	07-Apr-22	C4588 C6284	CONSOLIDATED COMMUNICATIONS ENTERPRISE	\$673.08 \$8,296.24	\$0.00	\$673.08	
156312	07-Apr-22 07-Apr-22	C7290	KEIFER CRAMER	\$125.00	\$0.00 \$0.00	\$8,296.24 \$125.00	
156314	07-Apr-22 07-Apr-22	C8450	CU HARDWARE COMPANY	\$7.36	\$0.00	\$7.36	
156315	07-Apr-22	C8500	CUMMINS INC.	\$876.07	\$0.00	\$876.07	
156316	07-Apr-22 07-Apr-22	D2012	DEAN'S GRAPHICS	\$391.00	\$0.00	\$391.00	
156317	07-Apr-22	D2850	DEVELOPMENTAL SERVICES	\$40,256.00	\$0.00	\$40,256.00	
156318	07-Apr-22	D8520	DUNCAN SUPPLY CO. INC.	\$461.04	\$0.00	\$461.04	
156319	07-Apr-22	D8587	DUST & SON OF CHAMPAIGN COUNTY, INC	\$102.48	\$0.00	\$102.48	
156320	07-Apr-22	E3390	EIGHT 22, LLC	\$6,000.00	\$0.00	\$6,000.00	
156321	07-Apr-22	F0367	FASTENERS ETC., INC.	\$122.40	\$0.00	\$122.40	
156322	07-Apr-22	F2014	F.E. MORAN, INC. FIRE PROTECTION	\$565.00	\$0.00	\$565.00	
156323	07-Apr-22	F2138	FEHR GRAHAM & ASSOCIATES LLC	\$3,000.00	\$0.00	\$3,000.00	
156324	07-Apr-22	F6367	FORD CITY	\$1,200.63	\$0.00	\$1,200.63	
156325	07-Apr-22	F6440	FOXSTER OPCO, LLC	\$100.00	\$100.00	\$0.00	
156326	07-Apr-22	G7308	GRAINGER	\$809.00	\$0.00	\$809.00	
156327	07-Apr-22	H0980	HDA LIFTS LLC	\$1,976.75	\$0.00	\$1,976.75	
156328	07-Apr-22	H2151	MECHANICAL, INC.	\$350.00	\$0.00	\$350.00	
156329	07-Apr-22	H3564	HIRERIGHT GIS INTERMEDIATE CORP, INC.	\$8,386.94	\$723.24	\$7,663.70	
156330	07-Apr-22	H6230	HOLLY BIRCH SMITH	\$832.50	\$0.00	\$832.50	
156331	07-Apr-22	I1595	IDENTISYS INCORPORATED	\$1,939.78	\$0.00	\$1,939.78	
156332	07-Apr-22	14790	ILLINOIS-AMERICAN WATER	\$384.32	\$0.00	\$384.32	
156333	07-Apr-22	18235	I3 BROADBAND - CU	\$654.99	\$0.00	\$654.99	
156334	07-Apr-22	J0320	JANITOR & MAINTENANCE SUPPLIES, INC.	\$126.99	\$0.00	\$126.99	
156335	07-Apr-22	K2166	KEMPER INDUSTRIAL EQUIP.	\$463.50	\$0.00	\$463.50	
156336	07-Apr-22	K2190	KEN'S OIL SERVICE, INC.	\$27,151.23	\$0.00	\$27,151.23	
156337	07-Apr-22	L2005	DONALD DAVID OWEN	\$5,850.00	\$0.00	\$5,850.00	
156338	07-Apr-22	L9665	LYONS ELECTRIC COMPANY, INC	\$310,779.18	\$0.00	\$310,779.18	
156339	07-Apr-22	M1079	TOM MCCLELLAN	\$125.00	\$0.00	\$125.00	
156340	07-Apr-22	M1246	MCMASTER-CARR SUPPLY CO.	\$43.79	\$0.00	\$43.79	
156341	07-Apr-22	N2292	THE AFTERMARKET PARTS COMPANY, LLC.	\$2,687.37	\$0.00	\$2,687.37	
156342	07-Apr-22	N2295	THE NEWS GAZETTE	\$197.57	\$0.00	\$197.57	
156343	07-Apr-22	O7370	O'REILLY AUTOMOTIVE, INC.	\$0.00	\$0.00	\$0.00	Χ
156344	07-Apr-22	O7370	O'REILLY AUTOMOTIVE, INC.	\$2,358.52	\$0.00	\$2,358.52	
156345	07-Apr-22	O8113	OTIS ELEVATOR COMPANY	\$3,050.76	\$0.00	\$3,050.76	
156346	07-Apr-22	P0015	3PLAY MEDIA, INC	\$37.57	\$0.00	\$37.57	
156347	07-Apr-22	P4521	CYNTHIA HOYLE	\$2,275.00	\$0.00	\$2,275.00	
156348	07-Apr-22	Q8300	QUADIENT LEASING USA INC	\$146.31	\$0.00	\$146.31	
156349	07-Apr-22	R2175	RELIABLE PLUMBING & HEATING COMPANY	\$135.00	\$0.00	\$135.00	
156350	07-Apr-22	R3488	RILCO OF PEORIA, INC.	\$14,084.28	\$0.00	\$14,084.28	
156351	07-Apr-22	R6000	ROBBINS, SCHWARTZ, NICHOLAS, LIFTON & TA	\$100.00	\$0.00	\$100.00	
156352	07-Apr-22	R6120	ROGARDS OFFICE PRODUCTS	\$128.97	\$0.00	\$128.97	
156353	07-Apr-22	S0078	SAFETY-KLEEN CORP. SECRETARY OF STATE	\$903.41 \$156.00	\$0.00	\$903.41	
156354	07-Apr-22 07-Apr-22	S2040			\$0.00	\$156.00	
156355 156356	07-Apr-22 07-Apr-22	S2216 S3115	CHAMPAIGN AUTOMOTIVE LLC	\$3,036.32 \$540.00	\$0.00 \$0.00	\$3,036.32 \$540.00	
156357	07-Apr-22 07-Apr-22	S3487	DANIEL J. HARTMAN SILVER MACHINE SHOP	\$270.00	\$0.00	\$270.00	
156358	07-Apr-22 07-Apr-22	T7510	TROPHYTIME	\$270.00 \$28.95	\$0.00	\$28.95	
156359	07-Apr-22 07-Apr-22	T9060	TWIGG, PATRICK	\$20.95 \$61.31	\$0.00 \$0.00	\$26.95 \$61.31	
156360	07-Apr-22 07-Apr-22	U5180	UNITED PARCEL SERVICE	\$36.00	\$0.00 \$0.00	\$36.00	
156361	07-Apr-22 07-Apr-22	U7385	URBANA TRUE TIRES	\$36.00 \$1,387.79	\$0.00 \$0.00	\$36.00 \$1,387.79	
156362	07-Apr-22 07-Apr-22	V0240	THOMAS VALENCIA	\$330.00	\$0.00	\$330.00	
156363	07-Apr-22	V2233	VERIZON WIRELESS	\$528.85	\$0.00	\$528.85	
156364	07-Apr-22	V3590	VITAL EDUCATION & SUPPLY, INC.	\$257.00	\$0.00	\$257.00	
156365	14-Apr-22	A0673	ABILITY SCS INC.	\$925.00	\$0.00	\$925.00	
156366	14-Apr-22	A0865	ABSOPURE WATER COMPANY	\$26.90	\$0.00	\$26.90	
				Ψ 2 0.00	ψ3.00	Ψ 2 0.00	

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

From Date: 4/01/2022 Thru Date: 4/30/2022

156367	14-Apr-22	A1150		JEREMIAH ACKAH	\$73.57	\$0.00	\$73.57
156368	14-Apr-22	A5116		AMERICAN SEATING	\$839.39	\$0.00	\$839.39
156369	14-Apr-22	A85755		AUTOMOTIVE COLOR & SUPPLY CORP	\$943.58	\$0.00	\$943.58
156370	14-Apr-22	B0060		BACON & VAN BUSKIRK	\$131.40	\$0.00	\$131.40
156371	14-Apr-22	B3555		BIRKEY'S FARM STORE, INC.	\$653.88	\$0.00	\$653.88
156372	14-Apr-22	C0275		CCMSI	\$2,152.28	\$82.30	\$2,069.98
156373	14-Apr-22	C0350		CARDMEMBER SERVICE	\$19,361.31	\$0.00	\$19,361.31
	14-Apr-22	C2159					\$609.76
156374	•			CENTRAL STATES BUS SALES, INC.	\$609.76	\$0.00	
156375	14-Apr-22	C2165		CENTRAL ILLINOIS TRUCKS	\$0.00	\$0.00	\$0.00
156376	14-Apr-22	C2165		CENTRAL ILLINOIS TRUCKS	\$0.00	\$0.00	\$0.00
156377	14-Apr-22	C2165		CENTRAL ILLINOIS TRUCKS	\$4,348.11	\$0.00	\$4,348.11
156378	14-Apr-22	C2172		CMS/LGHP	\$452,426.00	\$4,598.00	\$447,828.00
156379	14-Apr-22	C2231		CERTIFIED LABORATORIES	\$2,087.49	\$0.00	\$2,087.49
156380	14-Apr-22	C3042		CHAMPAIGN MOTORS INC	\$335.40	\$0.00	\$335.40
156381	14-Apr-22	C3105		CHEMICAL MAINTENANCE INC.	\$1,725.09	\$0.00	\$1,725.09
156382	14-Apr-22	C4511		CLARKE POWER SERVICES, INC.	\$2,511.97	\$0.00	\$2,511.97
156383	14-Apr-22	C4588		CLEAN UNIFORM COMPANY	\$1,286.81	\$0.00	\$1,286.81
			**				
156384	14-Apr-22	C6257		MARSHA L. COMBS-SKINNER	\$1,232.31	\$0.00	\$1,232.31
156385	14-Apr-22	C6263		COMCAST CABLE	\$465.83	\$0.00	\$465.83
156386	14-Apr-22	C8500		CUMMINS INC.	\$753.44	\$0.00	\$753.44
156387	14-Apr-22	C8520		DEREK M CURTIS	\$276.54	\$0.00	\$276.54
156388	14-Apr-22	D0426		DAVIS-HOUK MECHANICAL, INC	\$1,712.98	\$0.00	\$1,712.98
156389	14-Apr-22	D2012		DEAN'S GRAPHICS	\$226.00	\$0.00	\$226.00
156390	14-Apr-22	D2110		DE LAGE LANDEN FINANCIAL SERVICES, INC.	\$1,878.89	\$0.00	\$1,878.89
156391	14-Apr-22	D2110		· · · · · · · · · · · · · · · · · · ·	\$20.64	\$0.00	\$20.64
	•			DEPKE GASES & WELDING SUPPLIES			
156392	14-Apr-22	D3575		DIRECT ENERGY BUSINESS	\$8,031.97	\$0.00	\$8,031.97
156393	14-Apr-22	D3576		DIRECT ENERGY BUSINESS	\$8,703.18	\$0.00	\$8,703.18
156394	14-Apr-22	D3630		DIXON GRAPHICS	\$280.00	\$280.00	\$0.00
156395	14-Apr-22	D8520		DUNCAN SUPPLY CO. INC.	\$703.20	\$0.00	\$703.20
156396	14-Apr-22	D8587		DUST & SON OF CHAMPAIGN COUNTY, INC	\$105.14	\$0.00	\$105.14
156397	14-Apr-22	F0367		FASTENERS ETC., INC.	\$192.93	\$0.00	\$192.93
156398	14-Apr-22	F6367		FORD CITY	\$763.91	\$505.37	\$258.54
	•	G2287		GFL ENVIRONMENTAL HOLDINGS (US), INC	\$2,504.52		\$2,504.52
156399	14-Apr-22					\$0.00	
156400	14-Apr-22	G4290		GLOBAL INDUSTRIAL	\$2,562.69	\$0.00	\$2,562.69
156401	14-Apr-22	G6300		GOODYEAR TIRE & RUBBER CO	\$11,399.37	\$0.00	\$11,399.37
156402	14-Apr-22	G7308		GRAINGER	\$1,657.81	\$0.00	\$1,657.81
156403	14-Apr-22	14747		ILLINI FS, INC.	\$168.00	\$0.00	\$168.00
156404	14-Apr-22	14790		ILLINOIS-AMERICAN WATER	\$99.66	\$0.00	\$99.66
156405	14-Apr-22	15562		INDIANA STANDARDS LABORATORY	\$479.00	\$0.00	\$479.00
156406	14-Apr-22	15758		INIT INC.	\$5,477.60	\$0.00	\$5,477.60
156407	•	J0320				\$0.00	\$231.77
	14-Apr-22			JANITOR & MAINTENANCE SUPPLIES, INC.	\$231.77		
156408	14-Apr-22	J6143		BRODY JOHNSON	\$702.11	\$0.00	\$702.11
156409	14-Apr-22	K3575		KIRK'S AUTOMOTIVE	\$6,225.00	\$0.00	\$6,225.00
156410	14-Apr-22	K6095		KOENIG BODY & EQUIPMENT, INC.	\$10,948.76	\$0.00	\$10,948.76
156411	14-Apr-22	L0050		L & L INDUSTRIAL SUPPLY INC.	\$7,795.00	\$0.00	\$7,795.00
156412	14-Apr-22	L6285		LOOMIS	\$412.36	\$0.00	\$412.36
156413	14-Apr-22	M1246		MCMASTER-CARR SUPPLY CO.	\$54.00	\$0.00	\$54.00
156414	14-Apr-22	M1269		MCS OFFICE TECHNOLOGIES	\$4,278.50	\$0.00	\$4,278.50
156415	14-Apr-22	M2179		MENARD'S	\$985.82	\$0.00	\$985.82
156416	14-Apr-22	M34035		MIDWEST FIBER RECYCLING	\$105.00	\$0.00	\$105.00
156417	14-Apr-22	N0320		NAPA AUTO PARTS	\$504.95	\$0.00	\$504.95
156418	14-Apr-22	N2292		THE AFTERMARKET PARTS COMPANY, LLC.	\$0.00	\$0.00	\$0.00
156419	14-Apr-22	N2292		THE AFTERMARKET PARTS COMPANY, LLC.	\$0.00	\$0.00	\$0.00
156420	14-Apr-22	N2292		THE AFTERMARKET PARTS COMPANY, LLC.	\$0.00	\$0.00	\$0.00
156421	14-Apr-22	N2292		THE AFTERMARKET PARTS COMPANY, LLC.	\$0.00	\$0.00	\$0.00
156422	14-Apr-22	N2292		THE AFTERMARKET PARTS COMPANY, LLC.	\$35,181.31	\$0.00	\$35,181.31
156423	14-Apr-22	N2295		THE NEWS GAZETTE	\$149.00	\$0.00	\$149.00
	•				·		
156424	14-Apr-22	O7370		O'REILLY AUTOMOTIVE, INC.	\$201.09	\$0.00	\$201.09
156425	14-Apr-22	P2257		PETTY CASH (MAINTENANCE)	\$188.34	\$0.00	\$188.34
156426	14-Apr-22	P4525		NORMA MCFARLAND	\$445.98	\$0.00	\$445.98
156427	14-Apr-22	R6380		LENA ROTHMUND	\$31.06	\$0.00	\$31.06
156428	14-Apr-22	S0060		SAFEWORKS ILLINOIS	\$5,386.00	\$435.00	\$4,951.00
156429	14-Apr-22	S0078		SAFETY-KLEEN CORP.	\$1,081.09	\$0.00	\$1,081.09
156430	14-Apr-22	S2040		SECRETARY OF STATE	\$156.00	\$0.00	\$156.00
156431	14-Apr-22	S3487		SILVER MACHINE SHOP	\$200.00	\$0.00	\$200.00
	•						
156432	14-Apr-22	T2064		TEE JAY CENTRAL, INC.	\$343.00	\$0.00	\$343.00
156433	14-Apr-22	T7585		TRUGREEN CHEMLAWN	\$576.19	\$0.00	\$576.19
156434	14-Apr-22	T7590		TRUCK CENTERS, INC.	\$819.46	\$0.00	\$819.46
156435	14-Apr-22	T9069		TWILIO INC	\$893.53	\$0.00	\$893.53
156436	14-Apr-22	U5180		UNITED PARCEL SERVICE	\$114.53	\$0.00	\$114.53



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

From Date: 4/01/2022 Thru Date: 4/30/2022

156437	14-Apr-22	U60295		ULINE	\$503.49	\$0.00	\$503.49
156438	14-Apr-22	U7355		U-C SANITARY DISTRICT	\$1,256.97	\$0.00	\$1,256.97
156439	14-Apr-22	U7357		CITY OF URBANA	\$2,634.24	\$0.00	\$2,634.24
156440	•	U7385		URBANA TRUE TIRES	\$459.79	•	\$459.79
	14-Apr-22					\$0.00	•
156441	14-Apr-22	U7653		US BANK VENDOR SERVICES	\$1,812.74	\$183.98	\$1,628.76
156442	21-Apr-22	A5002		AMAZON	\$4,952.81	\$0.00	\$4,952.81
156443	21-Apr-22	A5085		AMERENIP	\$0.00	\$0.00	\$0.00
156444	21-Apr-22	A5085		AMERENIP	\$19,804.69	\$0.00	\$19,804.69
							. ,
156445	21-Apr-22	A8007		AT & T	\$98.84	\$0.00	\$98.84
156446	21-Apr-22	A8012		AT&T	\$157.05	\$0.00	\$157.05
156447	21-Apr-22	B0427	**	BARBECK COMMUNICATION	\$915.30	\$915.30	\$0.00
156448	21-Apr-22	B3555		BIRKEY'S FARM STORE, INC.	\$1,197.72	\$0.00	\$1,197.72
	•			·			
156449	21-Apr-22	C0365		CARLE PHYSICIAN GROUP	\$945.00	\$0.00	\$945.00
156450	21-Apr-22	C3100		CHELSEA FINANCIAL GROUP, LTD.	\$6,463.42	\$0.00	\$6,463.42
156451	21-Apr-22	C3105		CHEMICAL MAINTENANCE INC.	\$2,805.75	\$0.00	\$2,805.75
156452	21-Apr-22	C4511		CLARKE POWER SERVICES, INC.	\$2,265.27	\$0.00	\$2,265.27
156453	21-Apr-22	D3630		DIXON GRAPHICS	\$77.00	\$0.00	\$77.00
156454	21-Apr-22	D8520		DUNCAN SUPPLY CO. INC.	\$141.26	\$0.00	\$141.26
156455	21-Apr-22	F6367		FORD CITY	\$40.09	\$40.09	\$0.00
156456	21-Apr-22	G0350		QUINTON GARRETT	\$200.28	\$0.00	\$200.28
156457	21-Apr-22	G3485		HEATHER L. GILLETT	\$3,325.00	\$0.00	\$3,325.00
	21-Apr-22				. ,	\$0.00	
156458	•	G6300		GOODYEAR TIRE & RUBBER CO	\$392.80		\$392.80
156459	21-Apr-22	G73301		GRAYBAR ELECTRIC COMPANY	\$87.60	\$0.00	\$87.60
156460	21-Apr-22	J0320		JANITOR & MAINTENANCE SUPPLIES, INC.	\$306.84	\$0.00	\$306.84
156461	21-Apr-22	K2190		KEN'S OIL SERVICE, INC.	\$27,109.66	\$0.00	\$27,109.66
156462	21-Apr-22	K3560		KIRBY RISK CORPORATION	\$2.38	\$0.00	\$2.38
	•					•	
156463	21-Apr-22	K3575		KIRK'S AUTOMOTIVE	\$4,571.00	\$0.00	\$4,571.00
156464	21-Apr-22	M1246		MCMASTER-CARR SUPPLY CO.	\$259.54	\$0.00	\$259.54
156465	21-Apr-22	M3015		MH EQUIPMENT COMPANY	\$1,879.00	\$0.00	\$1,879.00
156466	21-Apr-22	M3408		MIDWEST TRANSIT EQUIPMENT, INC.	\$34.19	\$0.00	\$34.19
	21-Apr-22	N0320			\$280.22		\$280.22
156467	•			NAPA AUTO PARTS		\$0.00	
156468	21-Apr-22	N2292		THE AFTERMARKET PARTS COMPANY, LLC.	\$0.00	\$0.00	\$0.00
156469	21-Apr-22	N2292		THE AFTERMARKET PARTS COMPANY, LLC.	\$20,733.40	\$0.00	\$20,733.40
156470	21-Apr-22	N2295		THE NEWS GAZETTE	\$2,234.10	\$0.00	\$2,234.10
156471	21-Apr-22	O7680		OSF ONCALL URGENT CARE	\$250.00	\$0.00	\$250.00
	•				•		
156472	21-Apr-22	Q8455		QUILL	\$90.55	\$0.00	\$90.55
156473	21-Apr-22	R3488		RILCO OF PEORIA, INC.	\$2,634.70	\$0.00	\$2,634.70
156474	21-Apr-22	R6120		ROGARDS OFFICE PRODUCTS	\$284.24	\$0.00	\$284.24
156475	21-Apr-22	S0078		SAFETY-KLEEN CORP.	\$1,149.10	\$0.00	\$1,149.10
156476	21-Apr-22	S2046		SECURITAS ELECTRONIC SECURITY INC.	\$228.39	\$0.00	\$228.39
156477	21-Apr-22	S2216		CHAMPAIGN AUTOMOTIVE LLC	\$2,422.50	\$0.00	\$2,422.50
156478	21-Apr-22	S3086		SHERWIN-WILLIAMS	\$6.39	\$0.00	\$6.39
156479	21-Apr-22	S3106		SHIELDS AUTO CENTER INC	\$231.90	\$0.00	\$231.90
156480	21-Apr-22	S5192		S.J. SMITH WELDING SUPPLY	\$89.28	\$0.00	\$89.28
	21-Apr-22	S8140		ALEXA STIDHAM			
156481	•				\$550.00	\$0.00	\$550.00
156482	21-Apr-22	S9015		KEVIN SWARTZ	\$32.69	\$0.00	\$32.69
156483	21-Apr-22	T0474		TAYLOR & BLACKBURN	\$1,822.72	\$0.00	\$1,822.72
156484	21-Apr-22	T2225		TERMINAL SUPPLY COMPANY	\$627.24	\$0.00	\$627.24
156485	21-Apr-22	T3063		THERMO KING MIDWEST, INC.	\$480.57	\$0.00	\$480.57
156486	21-Apr-22	T7590		TRUCK CENTERS, INC.	\$3,022.20	\$0.00	\$3,022.20
156487	21-Apr-22	U5180		UNITED PARCEL SERVICE	\$209.52	\$0.00	\$209.52
156488	21-Apr-22	U7355		U-C SANITARY DISTRICT	\$3,345.47	\$0.00	\$3,345.47
156489	21-Apr-22	U7385		URBANA TRUE TIRES	\$1,835.08	\$0.00	\$1,835.08
156490	21-Apr-22	U7767		USI INSURANCE SERVICES NATIONAL (CHP)	\$4,414.00	\$66.21	\$4,347.79
156491	25-Apr-22			,		\$0.00	
	•	A7910		ASSURITY LIFE INSURANCE	\$239.00		\$239.00
156492	25-Apr-22	K2190		KEN'S OIL SERVICE, INC.	\$58,170.84	\$0.00	\$58,170.84
156493	25-Apr-22	N2292		THE AFTERMARKET PARTS COMPANY, LLC.	\$749.36	\$0.00	\$749.36
156494	28-Apr-22	A4804		ALPHA CONTROLS & SERVICES LLC	\$662.00	\$0.00	\$662.00
156495	28-Apr-22	A7910		ASSURITY LIFE INSURANCE	\$224.60	\$0.00	\$224.60
156496	28-Apr-22	A8007		AT & T	\$805.80	\$0.00	\$805.80
156497	28-Apr-22	A85755		AUTOMOTIVE COLOR & SUPPLY CORP	\$119.79	\$0.00	\$119.79
156498	28-Apr-22	A9010		AWARDS LTD.	\$331.16	\$0.00	\$331.16
156499	28-Apr-22	B0090		BAE SYSTEMS CONTROLS, INC.	\$2,913.96	\$0.00	\$2,913.96
156500	28-Apr-22	B3555		BIRKEY'S FARM STORE, INC.	\$1,528.25	\$0.00	\$1,528.25
	•						
156501	28-Apr-22	B4517		BLAKE SALES TLP LLC	\$18,534.15	\$0.00	\$18,534.15
156502	28-Apr-22	C0005		CARL SCHNEIDER	\$469.89	\$0.00	\$469.89
156503	28-Apr-22	C2156		CENTER FOR TRANSPORTATION & THE ENVIRONI	\$17,660.71	\$0.00	\$17,660.71
156504	28-Apr-22	C2165		CENTRAL ILLINOIS TRUCKS	\$0.00	\$0.00	\$0.00
156505	28-Apr-22	C2165		CENTRAL ILLINOIS TRUCKS	\$9,144.27	\$0.00	\$9,144.27
	•						
156506	28-Apr-22	C3100		CHELSEA FINANCIAL GROUP, LTD.	\$32,602.73	\$0.00	\$32,602.73

<u>34</u> Page 3 of 5

Х

Χ

Χ

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

From Date: 4/01/2022 Thru Date: 4/30/2022

156507	20 Apr 22	C210E		CHEMICAL MAINTENANCE INC	¢070.74	ድር ርር	¢070.74
	28-Apr-22	C3105		CHEMICAL MAINTENANCE INC.	\$979.74	\$0.00	\$979.74
156508	28-Apr-22	C4588	**	CLEAN UNIFORM COMPANY	\$1,478.03	\$0.00	\$1,478.03
156509	28-Apr-22	C6257		MARSHA L. COMBS-SKINNER	\$1,232.31	\$0.00	\$1,232.31
156510	28-Apr-22	C6258		COLUMBIA STREET ROASTERY	\$313.00	\$0.00	\$313.00
156511	28-Apr-22	C6259		COMMERCE BANK CREDIT CARD	\$4,782.75	\$0.00	\$4,782.75
156512	28-Apr-22	C6263		COMCAST CABLE	\$112.19	\$0.00	\$112.19
156513	28-Apr-22	D2012	**	DEAN'S GRAPHICS	\$1,170.00	\$0.00	\$1,170.00
156514	28-Apr-22	D2023	**	DECATUR ACCEPTANCE CORP	\$190.79	\$0.00	\$190.79
156515	28-Apr-22	D2900		DEWBERRY ENGINEERS INC.	\$2,933.00	\$0.00	\$2,933.00
156516	28-Apr-22	D8587		DUST & SON OF CHAMPAIGN COUNTY, INC	\$1,105.16	\$0.00	\$1,105.16
156517	28-Apr-22	E0351		E.L. PRUITT COMPANY	\$1,249.00	\$0.00	\$1,249.00
156518	28-Apr-22	E5950		LTD TECHNOLOGY SOLUTIONS, INC.	\$2,264.95	\$0.00	\$2,264.95
156519	28-Apr-22	F0367		FASTENERS ETC., INC.	\$317.78	\$0.00	\$317.78
156520	28-Apr-22	F6367		FORD CITY	\$471.12	\$0.00	\$471.12
156521	28-Apr-22	G4293		GLOBAL TECHNICAL SYSTEMS, INC.	\$3,084.00	\$0.00	\$3,084.00
156522	28-Apr-22	G5519		KARL P. GNADT	\$2,858.99	\$0.00	\$2,858.99
156523	28-Apr-22	G7308		GRAINGER	\$349.64	\$0.00	\$349.64
156524	28-Apr-22	G7375		GRIMCO, INC	\$109.90	\$0.00	\$109.90
156525	28-Apr-22	H1000		HDR ENGINEERING, INC.	\$5,881.93	\$0.00	\$5,881.93
156526	28-Apr-22	H2145		HEMBREE CONTRACTING, INC.	\$4,900.00	\$0.00	\$4,900.00
156527	28-Apr-22	14747		ILLINI FS, INC.	\$53,404.29	\$0.00	\$53,404.29
156528	28-Apr-22	14790		ILLINOIS-AMERICAN WATER	\$1,198.48	\$0.00	\$1,198.48
156529	28-Apr-22	15562		INDIANA STANDARDS LABORATORY	\$173.70	\$0.00	\$173.70
156530	28-Apr-22	17667		ISAKSEN GLERUM WACHTER, LLC	\$945.00	\$0.00	\$945.00
156531	28-Apr-22	J0320		JANITOR & MAINTENANCE SUPPLIES, INC.	\$71.82	\$0.00	\$71.82
156532	28-Apr-22	L0440		LAWSON PRODUCTS, INC.	\$85.20	\$0.00	\$85.20
156533	28-Apr-22	L9665		LYONS ELECTRIC COMPANY, INC	\$386,865.90	\$0.00	\$386,865.90
156534	28-Apr-22	M1246		MCMASTER-CARR SUPPLY CO.	\$118.83	\$0.00	\$118.83
156535	28-Apr-22	M1269		MCS OFFICE TECHNOLOGIES	\$195.49	\$0.00	\$195.49
156536	28-Apr-22	M2179		MENARD'S	\$84.10	\$0.00	\$84.10
156537	28-Apr-22	M2310		MEYER CAPEL	\$148.00	\$0.00	\$148.00
156538	28-Apr-22	M3015		MH EQUIPMENT COMPANY	\$110.42	\$0.00	\$110.42
156539	28-Apr-22	M3374		MID ILLINOIS CONCRETE & EXCAVATION, INC.	\$5,735.00	\$0.00	\$5,735.00
156540	28-Apr-22	M3408		MIDWEST TRANSIT EQUIPMENT, INC.	\$122.96	\$0.00	\$122.96
156541	28-Apr-22	M8518		MUNCIE RECLAMATION-SUPPLY	\$8,112.88	\$0.00	\$8,112.88
156542	28-Apr-22	N0320		NAPA AUTO PARTS	\$759.28	\$544.85	\$214.43
156543	28-Apr-22	N2292		THE AFTERMARKET PARTS COMPANY, LLC.	\$0.00	\$0.00	\$0.00
156544	28-Apr-22	N2292		THE AFTERMARKET PARTS COMPANY, LLC.	\$0.00	\$0.00	\$0.00
156545	28-Apr-22	N2292		THE AFTERMARKET PARTS COMPANY, LLC.	\$29,663.51	\$0.00	\$29,663.51
156546	28-Apr-22	N2295		THE NEWS GAZETTE	\$95.60	\$0.00	\$95.60
156547	28-Apr-22	P2192		PEORIA CHARTER COACH CO.	\$760.00		\$760.00
	•	P2192 P2256				\$0.00	\$196.00
156548	28-Apr-22	R2025		PETTY CASH (CHANGE FUND)	\$196.00 \$114.44	\$0.00	\$196.00 \$114.44
156549	28-Apr-22			ANTHONY REDISI	\$114.44	\$0.00	
156550	28-Apr-22	R3488		RILCO OF PEORIA, INC.	\$6,148.18	\$0.00	\$6,148.18
156551	28-Apr-22	R6120		ROGARDS OFFICE PRODUCTS	\$410.81	\$0.00	\$410.81
156552	28-Apr-22	R6375		ROSS & WHITE COMPANY	\$591.54	\$0.00	\$591.54
156553	28-Apr-22	S3100		SHI INTERNATIONAL CORP.	\$16,672.73	\$896.84	\$15,775.89
156554	28-Apr-22	S6865		SPRINGFIELD ELECTRIC	\$180.13	\$0.00	\$180.13
156555	28-Apr-22	T2225		TERMINAL SUPPLY COMPANY	\$416.27	\$0.00	\$416.27
156556	28-Apr-22	T7510		TROPHYTIME	\$19.30	\$0.00	\$19.30
156557	28-Apr-22	T7585		TRUGREEN CHEMLAWN	\$161.31	\$0.00	\$161.31
156558	28-Apr-22	U5180		UNITED PARCEL SERVICE	\$156.51	\$0.00	\$156.51
156559	28-Apr-22	U5998		UNIVERSITY OF ILLINOIS	\$32,732.83	\$0.00	\$32,732.83
2252022	01-Apr-22	A2487	**	AFLAC	\$5,440.96	\$0.00	\$5,440.96
2282022	01-Apr-22	S8020		STANDARD INSURANCE COMPANY	\$5,939.73	\$0.00	\$5,939.73
30122	01-Apr-22	S8030	**	STATES DISBURSEMENT UNIT	\$2,433.13	\$0.00	\$2,433.13
40122	01-Apr-22	15862		INTERNAL REVENUE SERVICE	\$179,641.74	\$0.00	\$179,641.74
4012210	01-Apr-22	15862	**	INTERNAL REVENUE SERVICE	\$2,925.19	\$2,925.19	\$0.00
4022022	01-Apr-22	14826	**	ILLINOIS DEPT OF REVENUE	\$32,087.88	\$0.00	\$32,087.88
402210	01-Apr-22	14826	**	ILLINOIS DEPT OF REVENUE	\$620.82	\$620.82	\$0.00
40222	01-Apr-22	U7359	**	URBANA MUNICIPAL EMPL. CREDIT UNION	\$40,793.99	\$0.00	\$40,793.99
4072022	01-Apr-22	10025	**	VANTAGEPOINT TRANSFER AGENTS - 301281	\$9,355.50	\$0.00	\$9,355.50
4082022	08-Apr-22	14830		I.M.R.F.	\$229,968.42	\$0.00	\$229,968.42
4082210	08-Apr-22	14830	**	I.M.R.F.	\$3,840.96	\$3,840.96	\$0.00
4092022	01-Apr-22	10025	**	VANTAGEPOINT TRANSFER AGENTS - 301281	\$19,750.66	\$0.00	\$19,750.66
4102022	01-Apr-22	10025	**	VANTAGEPOINT TRANSFER AGENTS - 301281	\$6,803.09	\$0.00	\$6,803.09
4112022	05-Apr-22	S8020		STANDARD INSURANCE COMPANY	\$5,529.29	\$0.00	\$5,529.29
41122	13-Apr-22	S8030	**	STATES DISBURSEMENT UNIT	\$2,929.59	\$0.00	\$2,929.59
4142022	01-Apr-22	S8020		STANDARD INSURANCE COMPANY	\$2,428.93	\$19.60	\$2,409.33
4152022	15-Apr-22	15862		INTERNAL REVENUE SERVICE	\$184,166.45	\$0.00	\$184,166.45
	-						

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

From Date: 4/01/2022 Thru Date: 4/30/2022

4152210	15-Apr-22	15862	**	INTERNAL REVENUE SERVICE	\$2,930.60	\$2,930.60	\$0.00
4162022	15-Apr-22	14826	**	ILLINOIS DEPT OF REVENUE	\$33,151.51	\$0.00	\$33,151.51
416210	15-Apr-22	14826	**	ILLINOIS DEPT OF REVENUE	\$629.74	\$629.74	\$0.00
4172022	30-Apr-22	A2487	**	AFLAC	\$5,354.98	\$0.00	\$5,354.98
4182022	14-Apr-22	U7359	**	URBANA MUNICIPAL EMPL. CREDIT UNION	\$42,052.79	\$0.00	\$42,052.79
4192022	15-Apr-22	10025	**	VANTAGEPOINT TRANSFER AGENTS - 301281	\$20,928.63	\$0.00	\$20,928.63
4202022	15-Apr-22	10025	**	VANTAGEPOINT TRANSFER AGENTS - 301281	\$6,803.09	\$0.00	\$6,803.09
4222022	15-Apr-22	10025	**	VANTAGEPOINT TRANSFER AGENTS - 301281	\$9,433.81	\$0.00	\$9,433.81
4242022	29-Apr-22	10025	**	VANTAGEPOINT TRANSFER AGENTS - 301281	\$9,584.61	\$0.00	\$9,584.61
4252022	29-Apr-22	10025	**	VANTAGEPOINT TRANSFER AGENTS - 301281	\$20,932.15	\$0.00	\$20,932.15
4262022	29-Apr-22	10025	**	VANTAGEPOINT TRANSFER AGENTS - 301281	\$6,803.09	\$0.00	\$6,803.09
4272022	27-Apr-22	S8030	**	STATES DISBURSEMENT UNIT	\$3,074.81	\$0.00	\$3,074.81
4282022	23-Apr-22	U7359	**	URBANA MUNICIPAL EMPL. CREDIT UNION	\$42,535.32	\$0.00	\$42,535.32
4292022	29-Apr-22	15862		INTERNAL REVENUE SERVICE	\$187,510.27	\$0.00	\$187,510.27
429210	29-Apr-22	15862	**	INTERNAL REVENUE SERVICE	\$3,135.54	\$3,135.54	\$0.00
4302022	29-Apr-22	14826	**	ILLINOIS DEPT OF REVENUE	\$33,638.97	\$0.00	\$33,638.97
430210	29-Apr-22	14826	**	ILLINOIS DEPT OF REVENUE	\$695.75	\$695.75	\$0.00
43022	01-Apr-22	14824		ILLINOIS DEPARTMENT EMPLOYMENT SECURITY	\$45,316.78	\$923.36	\$44,393.42
4422	04-Apr-22	C3560		CIRCLE K FLEET	\$25,731.10	\$9,254.15	\$16,476.95
482022	01-Apr-22	U7359	**	URBANA MUNICIPAL EMPL. CREDIT UNION	\$50,123.94	\$0.00	\$50,123.94
					\$3,222,167.99	\$34,346.89	\$3,187,821.10

^{**} Pass through payments

<u>36</u> Page 5 of 5

^{^^} Bank transfers

Champaign Urbana Mass Transit District Accounts Payable Check Disbursement List

Checking Account #: 011-8189-0 FLEX CHECKING-BUSEY BANK

From Date: 4/1/2022 Thru Date: 4/30/2022

Check #	Check Date	Ref #	Name		Amount	Voided
00005540	4/13/2022	SPOILED CH	SPOILED CHECK		\$0.00	✓
4062022	4/1/2022	F4640	FLEX-EMPLOYEE REIMB.		\$14,364.74	
4302022	4/30/2022	F4640	FLEX-EMPLOYEE REIMB.		\$11,745.56	
				Total:	\$26,110.30	

MTD - Bank & Investment Balances

Financial Institution	Bank Bal @ 04/30/22	Interest Rate	Maturity
Busey Bank			
Payroll	\$5,000.00	-	-
Illinois Terminal - Square POS	\$33,805.64	-	-
Operating	\$350,000.00	-	-
C-CARTS	\$52,431.09	-	-
Sec 125 Flexible Spending Plan	\$6,544.20	-	-
ATM	\$17,481.62	-	-
Money Market	\$21,088,568.68	0.25%	-
First Mid Bank	\$12,873,155.97	0.40%	-
Prospect Bank	\$7,441,962.41	0.18%	-
Morgan Stanley			
Cash	\$1,233,355.01	0.01%	-
CD - Continental Bank Salt Lake City, UT	\$240,163.20	1.52%	5/9/2022
CD - Enerbank USA Salt Lake City, UT	\$252,745.00	1.61%	10/19/2022
CD - UBS Bank USA Salt Lake City, UT	\$252,865.00	1.63%	10/24/2022
CD - Accrued Interest	\$3,863.74		-

Total \$43,851,941.56

	FY2022 BUDGET	FY2023 BUDGET
Operations	27,756,000	29,879,000
Maintenance	9,474,000	9,996,000
Administration	7,360,000	8,184,000
Illinois Terminal	1,394,000	1,659,000
Operating Expenses	45,984,000	49,718,000
Debt Service and Interest	10,554,260	2,339,000
Total Eligible Expenses	56,538,260	52,057,000
Total Non-DOAP Expenses	275,000	331,000
Total Local Capital	1,836,950	1,040,000
Total Appropriations	58,650,210	53,428,000

CHAMPAIGN-URBANA MASS TRANSIT DISTRICT ESTIMATE OF REVENUES AND EXPENSES

FY2023

Cash on Hand			\$ 7,500,000
REVENUE			
State Operating Grant Property Taxes Operating Revenue/Fares Rental & Miscellaneous Interest State Corporate Replacement Tax ADA Fares Advertising Half Fare Cab Program COVID-19 Relief Funding			\$ 33,837,050 9,800,000 7,145,000 687,000 150,000 200,000 325,000 300,000 35,000 3,000,000
Total Revenues & Cash on Hand			\$ 62,979,050
<u>EXPENSES</u>			
Eligible Operating Expenses Eligible Debt Service Ineligible Operating Expenses Local Match - Federal Capital Grant Local Capital Expenses			\$ 49,718,000 2,339,000 331,000 15,925,000 1,040,000
Total Expenses			\$ 69,353,000
Transfer from Capital Reserve			\$ 13,873,950
Ending Balance			\$ 7,500,000
Held in Reserve:			
DOAP - Due from IDOT (Due to IDOT) OSF/Presence Est. Tax Levy Appeal Carle Est. Tax Levy Appeal	\$	2,036,742 (\$297,500) (\$304,000)	

	FY2022	FY2023		
OPERATIONS:	BUDGET	BUDGET		
WAGES:	10 100 000	44 000 000		
Operators	10,400,000	11,000,000		
Street Supervisors and Dispatchers	1,500,000	1,600,000		
Other Supervisory Clerical	1,100,000	1,150,000		
	300,000	325,000		
Reassignment Pay Labor Credit	0	n/a 0		
Labor Credit	13,300,000	14,075,000		
	13,300,000	14,075,000		
FRINGE BENEFITS:				
FICA / Social Security	1,250,000	1,350,000		
IMRF	2,300,000	2,350,000		
Employee Health Insurance	3,700,000	4,000,000		
Worker's Compensation	165,000	185,000		
Unemployment Insurance	50,000	50,000		
Paid Absences	2,685,000	2,925,000		
Uniform Allowances	50,000	65,000		
Early Retirement	275,000	200,000		
Other Fringes (incl OPEB)	83,000	30,000		
	10,558,000	11,155,000		
SERVICES:				
Printing	45,000	45,000		
Taxi	140,000	100,000		
ADA Service	920,000	930,000		
Other Services	110,000	125,000		
other octations	1,215,000	1,200,000		
	1,213,000	1,200,000		
MATERIALS / SUPPLIES CONSUMED:				
Fuel, Lubrications	2,000,000	2,750,000		
Fuel Tax - Urbana	40,000	40,000		
Tires & Tubes	160,000	176,000		
Small Equipment	5,000	10,000		
Other Material and Supplies	83,000	78,000		
	2,288,000	3,054,000		
MICCELL ANEOLIC				
MISCELLANEOUS: Leased Equipment	375,000	375,000		
Other	20,000	20,000		
Curci	395,000	395,000		
	393,000	3 33,000		
TOTAL OPERATIONS EXPENSES:	27,756,000	29,879,000		

	FY2022	FY2023
MAINTENANCE:	BUDGET	BUDGET
WACEC:		
WAGES: Mechanics	1,700,000	1,800,000
Cleaners	1,000,000	1,100,000
Supervisors/Clerical	790,000	810,000
Labor Credit	0	0.0,000
	3,490,000	3,710,000
	5, 156,000	0,7 10,000
FRINGE BENEFITS:		
FICA / Social Security	265,000	290,000
IMRF	500,000	525,000
Employee Health Insurance	800,000	900,000
Worker's Compensation	150,000	125,000
Unemployment Insurance	10,000	10,000
Paid Absences	260,000	260,000
Uniforms and Tools Allowances	44,000	45,000
Early Retirement	25,000	35,000
Other Fringes	337,000	371,000
	2,391,000	2,561,000
050/4050		
SERVICES:	125.000	160,000
Contract Maintenance Other Services	125,000	160,000
Other Services	7,000	16,000
	132,000	176,000
MATERIALS / SUPPLIES CONSUMED:		
Fuel/Lubricants	125,000	175,000
Garage Equipment Repairs	50,000	50,000
Building and Grounds Repairs	151,000	176,000
Revenue Vehicle Repairs	2,400,000	2,400,000
Service Vehicle Repairs	20,000	25,000
Service Supplies	65,000	100,000
Shop Tools and Equipment	65,000	65,000
Passenger Shelter Repairs	80,000	85,000
Other Material and Supplies Consumed	60,000	128,000
	3,016,000	3,204,000
MICCELL ANEOLIC		
MISCELLANEOUS: Leased Equipment	425,000	325,000
Other	20,000	20,000
Ville	445,000	345,000
	443,000	345,000
TOTAL MAINTENANCE EXPENSES:	9,474,000	9,996,000

TREMINANT BODGETTON TEGES	FY2022 FY2			
ADMINSTRATION	BUDGET	BUDGET		
WAGES:				
Supervisors	1,600,000	1,817,000		
Clerical	420,000	450,000		
Labor Credit	0	0		
	2,020,000	2,267,000		
FRINGE BENEFITS:				
FICA / Social Security	145,000	160,000		
IMRF	235,000	235,000		
Employee Health Insurance	400,000	480,000		
Worker's Compensation	12,000	20,000		
Unemployment Insurance	3,000	3,000		
Paid Absences	4,000	1,000		
Early Retirement	25,000	25,000		
Other Fringes	69,000	67,000		
	893,000	991,000		
SERVICES:				
Professional & Technical Services	750,000	825,000		
Contract Maintenance & Temporary Help	650,000	660,000		
Printing	4,000	5,000		
Other Services	100,000	100,000		
	1,504,000	1,590,000		
MATERIALS / SUPPLIES CONSUMED:				
Office Supplies	15,000	16,000		
Equipment	175,000	165,000		
Building & Grounds Repair	50,000	50,000		
	240,000	231,000		
INSURANCE:				
IPTRMA Premium	600,000	600,000		
IPTRMA Reserve Fund	600,000	600,000		
Physical Damage	70,000	95,000		
Recovery	-25,000	-35,000		
Other	40,000	50,000		
	1,285,000	1,310,000		
MISCELLANEOUS:				
Utilities	700,000	900,000		
Dues/Subscriptions	100,000	110,000		
Travel & Meeting	110,000	125,000		
Advertising / Public Information	200,000	200,000		
Interest Expense	0	50,000		
Advertising Services	0	100,000		
Leased Equipment	152,000	240,000		
Other Expenses	156,000	120,000		
	1,418,000	1,845,000		
TOTAL GENERAL ADMINISTRATION EXPENSES:	7,360,000	8,234,000		

	FY2022	FY2023
ILLINOIS TERMINAL	BUDGET	BUDGET
WAGES:		
Clerical	95,000	142,000
Security	195,000	210,000
Maintenance	120,000	170,000
Supervisory	200,000	275,000
	610,000	797,000
FRINGE BENEFITS:		
FICA / Social Security	50,000	55,000
IMRF	75,000	75,000
Employee Health Insurance	200,000	225,000
Worker's Compensation	25,000	25,000
Unemployment Insurance	3,000	3,000
Other Fringes (includes Early Retirement)	63,000	78,500
	416,000	461,500
SERVICES:		
Contract	35,000	35,000
Professional & Technical	3,000	2,500
Other Services	6,000	5,000
	44,000	42,500
MATERIALS / SUPPLIES CONSUMED:		
Service Supplies	28,000	28,000
Office Supplies	6,000	5,000
Equipment	15,000	15,000
Building & Grounds Repair	130,000	130,000
	179,000	178,000
UTILITIES:	110,000	150,000
MISCELLANEOUS	35,000	30,000
TOTAL ILLINOIS TERMINAL EXPENSES:	1,394,000	1,659,000

		FY2022	FY2023
NON-DOAP INELIGIBLE	Dept	BUDGET	BUDGET
Sick Bank Expense	IT	0	0
Professional Services	IT	0	10,000
Other Services	IT	0	0
Buildings and Grounds - Repairs		0	15,000
Small Tools & Equipment		0	0
Utilities		45,000	65,000
Miscellaneous Leases	IT	0	0
Other Miscellaneous Expenses	IT	0	1,000
	•	45,000	91,000
Professional Services	G & A	225,000	200,000
Other Services	G & A	0	0
Buildings and Grounds - Repairs	G & A	0	5,000
Utilities	G & A	0	5,000
Miscellaneous Leases	G & A	1,000	1,000
Property Taxes	G & A	4,000	4,000
Other Miscellaneous Expenses	G & A	0	25,000
	•	230,000	240,000
TOTAL NON-DOAP		275,000	331,000

CHAMPAIGN-URBANA MASS TRANSIT DISTRICT - FY2023 CAPITAL

DEBT SERVICE FUNDED PROJECTS (65% STATE/35% MTD or FEDERAL)							
				STATE		MTD/FED	-
Hydrogen Fuel Cell Pilot Project	\$	1,400,000	\$	910,000	\$	490,000	(F)
Software Procurement (5 CoPilot PC3s + migration)		80,000		52,000		28,000	(M)
Software Procurement (GTFS-RT)		80,000		52,000		28,000	(M)
Network Switch Replacement		425,000		276,250		148,750	(M)
Phone System Replacement		105,000		68,250		36,750	(M)
Software Upgrade (CAD/AVL-Bidirectional Interface)		95,000		61,750		33,250	(M)
Digital HVAC Upgrade		24,000		15,600		8,400	(M)
Software Procurement (ECO2)		80,000		52,000		28,000	(M)
TOTAL	\$	2,289,000	\$	1,487,850	\$	801,150	_

LOCAL CAPITAL FUNDED PROJECTS (100% MT			
Shelters, Kiosks, Stops, & Associated Work	\$	300,000	
Miscellaneous Facility Improvements		230,000	
Maintenance Service Truck Bed Replacement		25,000	
Architectural & Engineering Services		350,000	
Air Compressor (803)		35,000	
Software Systems Upgrades/Procurements		100,000	
TOTAL	\$	1,040,000	

FEDERAL CAPITAL GRANT FUNDED PROJECTS (FEDERAL/MTD)						
FEDERAL MTD						
(10) 40' Hydrogen Bus Procurement (Low-No App.)	\$	13,000,000	\$	11,000,000	\$ 2,000,000	~85/25
(10) 40' Hybrid Bus Procurement		8,000,000		6,400,000	1,600,000	80/20
Illinois Terminal Expansion (see item 9 on synopsis)		32,725,000		25,000,000	7,725,000	
Body Shop/Storage (see item 9 on synopsis)		23,000,000		18,400,000	4,600,000	80/20
TOTAL	\$	76,725,000	\$	60,800,000	\$ 15,925,000	-

FEDERAL CAPITAL GRANT FUNDED PROJECTS (100% FEDERAL)					
Underground Storage Tanks Replacement	\$ 600,000				
In-Ground Vehicle Lifts (803)	1,210,000				
Fall Protection (803)	60,000				
Replace Tire Machine (803)	25,000				
Replace High Speed Doors (803)	225,000				
Server Room AC Upgrade (803)	35,000				
Replace Makeup Air Unit: Bus Wash (803)	150,000				
Radio Monitor	30,000				
Network Backup	110,000				
Virtual Server Cluster	250,000				
Intelligent Transportation System Server Upgrade	375,000				
External Vehicle Announcements	70,000				
Replace External Panels (1101)	175,000				
Simulator	500,000				
Potential Property Procurement	2,500,000				
(4) 40-foot Hybrid Bus Procurement	2,600,000				
(4) 60-foot Hybrid Bus Procurement	4,100,000				
TOTAL	\$ 13,015,000				

STATE CAPITAL GRANT FUNDED	PRO	JECTS (100% STATE)
Solar Array Expansion Phase II (803)	\$	2,109,000

TOTAL \$ 2,109,000



To: Board of Trustees

From: Michelle Wright, CPA

Finance Director

Date: May 25, 2022

Subject: Prospect Bank Loan Authorization

- **A.** Introduction: The District currently has a \$10,000,000 bank-qualified, tax-exempt line of credit with Prospect Bank with a fixed interest rate of 2.2% which expires on July 1, 2022. The District also has a \$6,000,000 revolving line of credit with Prospect Bank with a fixed interest rate of 4.5 % which expires on July 1, 2022.
- **B.** Recommended Action: Staff recommends approval of Ordinance 2022-3 to authorize the Managing Director to renew a \$10,000,000 bank-qualified, tax-exempt line of credit with a fixed rate of 2.625 % and a \$6,000,000 revolving line of credit with a fixed rate of 3.5% for 12 months with Prospect Bank to be used for the purchase of projects / equipment, secured by the General Funds on hand and to be received from time to time, subject to any prior pledge.
- C. Prior Trustee Action: On May 26, 2021, the Board of Trustees approved Ordinance 2021-1, authorizing the issuance of Capital Facilities Notes, Series 2021 to finance capital costs for the Champaign-Urbana Mass Transit District.
- **D. Summary:** The lines of credit will be used as funding mechanisms to:
 - 1. Fund State approved FY22 and FY23 debt service capital projects. Debt service projects are eligible for 65% reimbursement under the State of Illinois Downstate Operating Assistance Program (DOAP).
 - 2. Provide emergency operating cash, if needed.
- **E. Budget Impact:** The District is required to pay a 35% match on all debt service projects. At this time, it is anticipated that federal or local funds will be used for the match.

ORDINANCE NO. 2022-3

AN ORDINANCE AUTHORIZING THE ISSUANCE OF CAPITAL FACILITIES NOTES, SERIES 2022, AND LINE OF CREDIT NOTES, TAXABLE SERIES 2022, TO FINANCE CAPITAL COSTS FOR THE CHAMPAIGN-URBANA MASS TRANSIT DISTRICT, IN CHAMPAIGN COUNTY, ILLINOIS, AND PROVIDING THE DETAILS OF SUCH NOTES, AND RELATED MATTERS

WHEREAS, the Board of Trustees (the "Corporate Authorities") of the Champaign-Urbana Mass Transit District, in Champaign County, Illinois (the "District"), hereby determines that it is advisable, necessary and in the District's best interests to provide for the commissioning of the hydrogen fuel cell facility, implementation of computer software and hardware, and the acquisition, construction and installation of certain other capital facilities and related facilities, improvements and costs (collectively, the "Project") and an operating line of credit (the "LOC"); and

WHEREAS, the District has the authority under the Local Mass Transit District Act (Section 3610/1 et seq. of Chapter 70 of the Illinois Compiled Statutes), as supplemented and amended, including by the Registered Bond Act, the Bond Replacement Act, the Bond Authorization Act, and the Local Government Debt Reform Act (collectively, the "Act") to issue its notes from time to time in one or more series, in the aggregate principal amount of up to \$16,000,000 (including as a single instrument for or within each series and from time to time in one or more series, taxable and/or tax-exempt, as the case may be, the "Notes"), for the purpose of providing funds to finance the Project, the LOC and related costs and expenses; and

WHEREAS, the Notes are proposed to be issued in two series, \$10,000,000 in tax-exempt Notes to finance the Project, secured by a Commercial Security Agreement for the collateral therein described (the "Series 2022 Collateral") and \$6,000,000 in taxable Notes to finance the LOC, secured by a Commercial Security Agreement for the collateral therein described (the "Taxable Series 2022 Collateral" and together with the Series 2022 Collateral, the "Security"); and

WHEREAS, pursuant to a financing proposal from Prospect Bank, Champaign, Illinois (the "Purchaser") to purchase the Notes, the District proposes to enter into two separate purchase agreements for such Notes (which when executed by the District and the Purchaser shall constitute the "Purchase Agreements"); and

WHEREAS, for convenience of reference only this ordinance is divided into numbered sections with headings, which shall not define or limit the provisions hereof, as follows:

		Page
Preambles		1
Section 1.	Authority and Purpose	2
Section 2.	Authorization and Terms of Notes	2
Section 3.	Sale and Delivery	5
Section 4.	Execution and Authentication	6
Section 5.	Transfer, Exchange and Registration	6
Section 6.	Note Registrar and Paying Agent	7
Section 7.	Special/Limited Obligations and Debt/Security	7
Section 8.	Form of Notes	7
Section 9.	No Levy and Extension of Taxes/Special and Limited Obligations	8
Section 10.	Debt Service Fund	8
Section 11.	Note Proceeds	8
Section 12.	Arbitrage Rebate	8
Section 13.	Investment Regulations	8
Section 14	Non-Arbitrage and Tax-Exemption	

Section 15.	Conflict and Repeal	9
Section 16.	Effective Date	9

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE CHAMPAIGN-URBANA MASS TRANSIT DISTRICT, IN CHAMPAIGN COUNTY, ILLINOIS, as follows:

Section 1. Authority and Purpose. This ordinance is adopted pursuant to the Act for the purpose of financing the Project and the LOC. Proceeds of the Notes are hereby appropriated for such purpose. The matters set forth above in the preambles to this ordinance are incorporated herein by this reference thereto.

Section 2. Authorization and Terms of Notes. For the purposes described above in Section 1, there is hereby appropriated the sum of the principal amount of the Notes to be issued up to an aggregate principal amount of \$16,000,000, to be derived from the proceeds of the Notes. For the purpose of financing such appropriations, and to evidence the obligations and debt under this ordinance, Notes of the District may be issued and sold from time to time as provided in an Authenticating Order, in two series: (A) "Capital Facilities Notes, Series 2022" (the "Tax-Exempt Notes") in an aggregate principal amount not to exceed \$10,000,000, and (B) "LOC Notes, Taxable Series 2022" (the "Taxable Notes") in an aggregate principal amount not to exceed \$6,000,000; with each series designation to be specified as to the amount of each series in an Authorizing Order, as the case may be, and shall be issuable in the denominations of \$1.00 each or any authorized integral multiple thereof. The Notes shall mature on July 1, 2023. The Notes of each series shall be numbered consecutively from 1 upwards in order of their issuance and may bear such identifying numbers or letters as shall be useful to facilitate the registration, transfer and exchange of the Notes. Unless otherwise determined by the District in authenticating each series of Notes, not inconsistent herewith, each Note shall be dated as of the day of issuance. As provided in an Authorizing Order, the Notes may be issued as a single instrument for each series and the principal thereof shall be advanced or drawn upon from time to time in accordance with the Purchase Agreement for each particular series. The Tax-Exempt Notes shall evidence a straight line of credit and the Taxable Notes shall evidence a revolving line of credit.

(a) General. The Notes of each series shall bear interest at 2.625% per annum for the Tax-Exempt Notes and 3.50% per annum for the Taxable Notes. Interest on the Tax-Exempt Notes shall be payable on the 1st day of each month, commencing August 1, 2022, on the outstanding principal amount of such Notes as advanced or drawn upon from time to time, with all amounts of unpaid principal and interest due and payable at maturity. Interest on the Taxable Notes shall be payable on the 1st day of each month, commencing August 1, 2022, on the outstanding principal amount of such Notes as advanced or drawn upon from time to time, with all amounts of unpaid principal and interest due at maturity. Each monthly payment on the Notes is a "payment date".

The Notes shall bear interest from the later of its dated date or advance or draw, as the case may be, or from the most recent interest payment date to which interest has been paid, computed on the basis of a year of 365 or 366 days, as the case may be. The principal of and interest on the Notes shall be payable in lawful money of the United States of America in monthly payments of interest only and at final maturity, or upon redemption, upon presentation and surrender thereof at the principal office of the entity or financial institution or officer to be designated as paying agent, at its principal office, the paying agent for the Notes (including its successors, the "Paying Agent"). Interest on the Notes shall be payable on each monthly payment date and principal of the Notes shall be payable at maturity to the registered owners of record appearing on the registration books maintained by the entity or financial institution or officer to be designated as note registrar, at its principal office, the Note Registrar for such purpose (including its successors, the "Note Registrar"), at the principal office of the note registrar as of the close of business on the 5th day (whether or not a business day) next preceding the applicable monthly payment date, and shall be paid by check or draft of the Paying Agent from the special and limited sources as herein described mailed to such registered owners at their addresses appearing on the registration books therefor at the close of business on the 5th day (whether or not a business day) next preceding the monthly payment date. The Note Registrar

shall not be required to transfer or exchange any Note during the period from the 5th day next preceding each monthly payment date and ending on such monthly payment date, nor to transfer or exchange any Note after notice calling such Note has been mailed nor during a period of five (5) days next preceding the mailing of a notice of redemption of any Note, which could designate all or a part of any Note for redemption.

- **(b) Redemption.** With notice from the District to the Note Registrar at least 10 days before the designated prepayment and redemption date (or lesser notice acceptable to the Note Registrar), the Notes shall be subject to redemption prior to maturity from funds provided by the District, at the times, in the manner, with the notice and with the effect set forth in this ordinance. The Notes are subject to redemption as follows:
- (i) Optional Redemption. The Notes shall be subject to optional redemption prior to maturity at any time, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the redemption date.
- (ii) **Procedure.** The District covenants that it will redeem Notes pursuant to the redemption provisions applicable to such Notes. Proper provision for redemption having been made, the District covenants that the Notes so selected for redemption shall be payable as at maturity.

The District shall, at least 10 days prior to an optional redemption date (unless a shorter time shall be satisfactory to the Note Registrar), notify the Note Registrar of any optional redemption date and of the principal amount of Notes to be redeemed. In the event that less than all of the Notes of a particular series or maturity are called for redemption as aforesaid, as necessary, the particular Notes or portions of Notes to be redeemed shall be selected by lot not more than ten (10) days or less than five (5) days prior to the redemption date by the Note Registrar by such method of lottery as the Note Registrar shall deem fair and appropriate; provided, that such lottery shall provide for the selection for redemption of Notes or portions thereof so that any \$1.00 Note or \$1.00 portion of a Note shall be as likely to be called for redemption as any other such \$1.00 Note or \$1.00 portion. The Note Registrar shall promptly notify the District in writing of the Notes or portions of Notes selected for redemption and, in the case of any Note selected for partial redemption, the principal amount thereof to be redeemed.

Unless waived by the registered owner of Notes to be redeemed, presentment for payment being conclusively such a waiver, notice of any such redemption shall be given by the Note Registrar on behalf of the District by mailing the redemption notice by first class mail not less than five (5) days and not more than ten (10) days prior to the date fixed for redemption to each registered owner of the Note or Notes to be redeemed at the address shown on the Note Register or at such other address as is furnished in writing by each such registered owner to the Note Registrar.

All notices of redemption shall include at least the information as follows: (1) the identification of the particular Notes to be redeemed; (2) the redemption date; (3) the redemption price; (4) if less than all of the Notes of a particular maturity are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Notes to be redeemed; (5) a statement that on the redemption date the redemption price will become due and payable upon each such Note or portion thereof called for redemption and that interest thereon shall cease to accrue from and after such date; and (6) the place where such Notes are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Paying Agent.

Prior to any redemption date, the District shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Notes or portions of Notes which are to be redeemed on that date.

Notice of redemption having been given as aforesaid, the Notes or portions of Notes so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, together with accrued interest, and from and after such date (unless the District shall default in the payment of the redemption price) such Notes or portions of Notes shall cease to bear interest. Neither the failure to mail such redemption notice nor any defect in any notice so mailed to any particular registered owner of a Note shall affect the sufficiency of such notice with respect to any other registered owner. Notice having been properly given, failure of a registered owner of a Note to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or the redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Note, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice shall be filed with the Note Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Upon surrender of such Notes for redemption in accordance with such notice, such Notes shall be paid from available funds therefor by the Paying Agent at the redemption price. Interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for the partial redemption of any Note, there shall be prepared for the registered owner a new Note or Notes of the same maturity in the amount of the unpaid principal.

If any Note or portion of Note called for redemption shall not be so paid upon surrender thereof for redemption, the principal, and premium, if any, shall, until paid, bear interest from the redemption date at the rate borne by the Note or portion of Note so called for redemption. All Notes which have been redeemed shall be marked cancelled by the Note Registrar and shall not be reissued.

(c) <u>Registration of Notes</u>. The District shall cause books (the "Note Register") for the registration and for the transfer of the Notes as provided in this ordinance to be kept at the principal office of the Note Registrar, which is hereby constituted and appointed the Note Registrar of the District is authorized to prepare, and the Note Registrar shall keep custody of, multiple Note blanks executed by the District for use in the issuance from time to time of the Notes and in the transfer and exchange of Notes.

Upon surrender for transfer of any Note at the principal office of the Note Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Note Registrar and duly executed by the registered owner or such owner's attorney duly authorized in writing, the District shall execute and the Note Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Note or Notes of the same series and maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Note or Notes may be exchanged at the office of the Note Registrar for a like aggregate principal amount of Note or Notes of the same series and maturity of other authorized denominations. The execution by the District of any fully registered Note shall constitute full and due authorization of such Note, and the Note Registrar shall thereby be authorized to authenticate, date and deliver such Note.

The Note Registrar shall not be required to transfer or exchange any Note during the period from the 5th day next preceding any interest payment date on such Note and ending on such interest payment date, nor to transfer or exchange any Note after notice calling such Note for prepayment has been mailed, nor during a period of five (5) days next preceding mailing of a notice of prepayment and redemption of any Note.

The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of, premium (if any) or interest on any Note shall be made only to or upon the order of the registered owner thereof or such registered owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Notes, but the District or the Note Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that

may be imposed in connection with any transfer or exchange of Notes exchanged in the case of the issuance of a Note or Notes for the outstanding portion of a Note surrendered for redemption.

The Chairman or Treasurer or Managing Director may, in his or her discretion at any time, designate a bank with trust powers or trust company, duly authorized to do business as a registrar, paying agent, or both, to act in one or both such capacities hereunder, in the event the Chairman or Treasurer shall determine it to be advisable. Notice shall be given to the registered owners of any such designation in the same manner, as near as may be practicable, as for a notice of redemption of Notes, and as if the date of such successor taking up its duties were the redemption date.

- (d) Authenticating Order. Although the Notes of each series are authorized to mature and to bear interest at the rate or rates per annum and have such other terms and provisions as set forth above and otherwise herein, the Notes of any series are nevertheless hereby authorized to mature in other principal amounts (not exceeding in the aggregate the principal amount set forth above) and to bear interest at such lawfully authorized lower rate or rates and have such other terms and provisions as either (i) the Chairman shall certify in an Authenticating Order at the time of delivery of the Notes and payment therefor (with respect to which the term "Authenticating Order" shall mean, as applicable to each series, a certificate signed by the Chairman, and attested by the Secretary, under the District's seal, setting forth and specifying details of each series of Notes, including but not limited to aggregate principal amounts (but not to exceed the principal amounts set forth above), series designations, the issuance of any Note instrument in installment form in lieu of serial form or in serial form in lieu of installment form, as the case may be, denominations, designated as "Taxable," as the case may be, designation of a Paying Agent and/or Note Registrar, and investment restrictions, not otherwise inconsistent with this ordinance, and full authority is hereby given to the Chairman to certify and specify such terms, without any further action by the Corporate Authorities than this ordinance), or (ii) the Corporate Authorities in supplemental proceedings shall approve, in either case other than as specifically set forth in this ordinance. With reference to any obligation: "Taxable" or "taxable" means not tax-exempt; and "Tax-Exempt" or "tax-exempt" means the interest thereon is excludable from gross income for federal income tax purposes.
 - (e) Limitation. No series of Notes shall be issued other than as provided in this ordinance.
- (f) Discharge of Indebtedness. If (i) the District shall pay or cause to be paid to the registered owners of the Notes the principal, premium, if any, and interest to become due thereon at the times and in the manner stipulated therein and herein, (ii) all fees and expenses of the Note Registrar and Paying Agent shall have been paid, and (iii) the District shall keep, perform and observe all and singular the covenants and promises in the Notes and in this ordinance expressed as to be kept, performed and observed by it or on its part, then these presents and the rights hereby granted shall cease, determine and be void. If the District shall pay or cause to be paid to the registered owners of all outstanding Notes of a particular series, or of a particular maturity within a series, the principal, premium, if any, and interest to become due thereon at the times and in the manner stipulated therein and herein, such Notes shall cease to be entitled to any lien, benefit or security under this ordinance, and all covenants, agreements and obligations of the District to the registered owners of such Notes shall thereupon cease, terminate and become void and discharged and satisfied.

Section 3. Sale and Delivery. All acts and things done or to be done by officers of the District in connection with and related to the sale from time to time of any series of Notes shall be and they are hereby in all respects authorized, ratified, confirmed and approved. Subject to the restrictions of this ordinance, the Chairman and Managing Director are given full power and authority to negotiate the terms of sale and/or a Purchase Agreement in connection with any series of Notes.

The Chairman, Secretary, Treasurer, Managing Director and the District's Attorney and other officials of the District are hereby authorized and directed to do and perform, or cause to be done or performed, for or on behalf of the District each and every thing necessary for the issuance by the District of Notes, including the due and proper execution, delivery and performance of this ordinance, the Security and any Purchase Agreement for the Notes, in substantially the forms thereof to be approved by the Chairman's execution and delivery thereof, and all related and incidental agreements, certificates, receipts and opinions, upon payment of the full purchase price of the applicable issue of Notes, an amount as set forth in an applicable Purchase Agreement therefor. The District hereby agrees to provide the owners of any Notes upon request with copies of the District's financial information and operating data which is customarily prepared by the District and is publicly available.

<u>Section 4. Execution and Authentication.</u> Each Note shall be executed in the name of the District by the manual or authorized facsimile signature of its Chairman and the corporate seal of the District, or a facsimile thereof, shall be thereunto affixed or otherwise reproduced thereon and attested by the manual or authorized facsimile signature of the District's Secretary.

In case any officer whose signature, or a facsimile of whose signature, shall appear on any Note shall cease to hold such office before the issuance of such Note, such Note shall nevertheless be valid and sufficient for all purposes, the same as if the person whose signature, or a facsimile thereof, appears on such Note had not ceased to hold such office. Any Note may be signed, sealed or attested on behalf of the District by any person who, on the date of such act, shall hold the proper office or position, notwithstanding that at the date of such Note such person may not hold such office or position.

No recourse shall be had for the payment of any Notes against the Chairman, Secretary, Treasurer, Managing Director or any member of the Corporate Authorities or any other officer or employee of the District (past, present or future).

Each Note shall bear thereon a certificate of authentication executed manually by the Note Registrar. No Note shall be entitled to any intended right or benefit under this ordinance until such certificate of authentication shall have been duly executed by the Note Registrar. Such certificate of authentication shall have been duly executed by the Note Registrar by manual signature, and such certificate of authentication upon any such Note shall be conclusive evidence that such Note has been authorized under this ordinance. The certificate of authentication on any Note shall be deemed to have been executed by the Note Registrar if signed by an authorized officer or signer of the Note Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Notes.

Section 5. Transfer, Exchange and Registration. The Notes shall be negotiable, subject to the provisions for registration of transfer contained herein. Each Note shall be transferable only upon the registration books maintained by the Note Registrar for that purpose at the principal office of the Note Registrar, by the registered owner thereof in person or by such registered owner's attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Note Registrar and duly executed by the registered owner or such registered owner's duly authorized attorney. Upon the surrender for transfer of any such Note, the District shall execute and the Note Registrar shall authenticate and deliver a new Note or Notes registered in the name of the transferee, of the same aggregate principal amount, maturity and interest rate as the surrendered Note. Notes, upon surrender thereof at the principal office of the Note Registrar, with a written instrument satisfactory to the Note Registrar, duly executed by the registered owner or such registered owner's attorney duly authorized in writing, may be exchanged for an equal aggregate principal amount of Notes of the same maturity and interest rate and of the denominations of \$1.00 each or any authorized integral multiple thereof, less previous retirements or prepayments.

For every such exchange or registration of transfer of Notes, the District or the Note Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such

exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. No other charge shall be made for the privilege of making such transfer or exchange. The provisions of the Bond Replacement Act shall govern the replacement of lost, destroyed or defaced Notes.

The District, the Note Registrar and the Paying Agent may deem and treat the person in whose name any Note shall be registered upon the registration books as the absolute owner of such Note, whether such Note shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium, if any, or interest thereon and for all other purposes whatsoever, and all such payments so made to any such registered owner or upon such registered owner's order shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the District nor the Note Registrar or the Paying Agent shall be affected by any notice to the contrary.

Section 6. Note Registrar and Paying Agent. The District shall at all times retain a Note Registrar and Paying Agent with respect to the Notes and shall cause to be maintained at the office of the Note Registrar a place where Notes may be presented for registration of transfer or exchange, that it will maintain at the designated office of the Paying Agent a place where Notes may be presented for payment, that it shall require that the Note Registrar maintain proper registration books and that it shall require the Note Registrar and Paying Agent to perform the other duties and obligations imposed upon them by this ordinance in a manner consistent with applicable standards, customs and practices.

The Note Registrar and Paying Agent shall signify their acceptances of the duties and obligations imposed upon them by this ordinance. The Note Registrar by executing the certificate of authentication on any Note shall be deemed to have certified that it has all requisite power to accept, and has accepted, including as Paying Agent, in the case of the Note Registrar and Paying Agent being the same entity or financial institution or officer, such duties and obligations not only with respect to the Note so authenticated but with respect to all of the Notes.

Unless otherwise specified in an Authenticating Order, the Note Registrar and Paying Agent shall be the District's Treasurer.

Section 7. Special/Limited Obligations and Debt/Security. The Notes shall be limited obligations and debt of the District secured by the Security. Under Section 13 of the Local Government Debt Reform Act, the District pledges to the debt service payments under the Notes, subject to any prior pledge, all General Funds on hand and to be received from time to time, subject to any prior pledge. "General Funds" means all moneys and investments thereof constituting all or a part of the District's general fund (howsoever styled), but such term shall not restrict or prohibit the use of any other special or otherwise legally available funds therefor, and secured by the Security.

The owners of the Notes shall have all rights and remedies under applicable law, including as provided in the applicable Security. An "event of default" under the applicable Security shall constitute an event of default hereunder.

Section 8. Form of Notes. The Notes shall be issued in fully registered form in substantially the form thereof in Exhibit A hereto. The form for the Notes set forth below shall be appropriately modified with respect to any Note in installment form, series designation, Taxable or Tax-Exempt, series designation, and an applicable Authenticating Order, the sufficiency of which shall be conclusively approved by the delivery of nationally recognized bond counsel's ("Bond Counsel") approving opinion upon issuance thereof. Notes in serial or installment form may be interchanged from time to time, in whole or in part.

<u>Section 9. No Levy and Extension of Taxes.</u> For the purpose of providing the money required to pay debt service on the Notes, when and as the same falls due and to pay and discharge the principal thereof as the same shall mature, there shall not be levied upon taxable property in the District in each year while any

of the Notes shall be outstanding, any direct annual tax sufficient for that purpose. The Notes are payable and secured as provided in Section 7.

Section 10. Debt Service Fund. Moneys are expected to be timely appropriated and to be set aside for the sole purpose of paying principal of and interest on the Notes when and as the same come due. All of such moneys, and all other moneys to be used for the payment of the principal of and interest on Notes, shall be deposited by the District's Treasurer, without any other required authority than this ordinance, in the "Debt Service Fund" (the "Debt Service Fund"), with a separately designated subaccount for each series of Notes, which is hereby established by the District as a special fund of the District and as to tax-exempt Notes shall be administered as a bona fide debt service fund under the Internal Revenue Code of 1986, as amended. At the time of issuance of the Notes any accrued interest received upon the issuance of the Notes shall be deposited in the Debt Service Fund and applied to pay interest on the Notes. The District's Treasurer, without any further authority than this ordinance, shall timely deposit to and withdraw funds from the Debt Service Fund to pay directly as Paying Agent or to pay such funds over to any other Paying Agent to pay debt service on the applicable series of Notes.

<u>Section 11. Note Proceeds.</u> All of the proceeds of the sale of Notes (exclusive of accrued interest as provided above in <u>Section 10</u> and any issuance costs otherwise paid directly by the Purchaser, which is hereby authorized) shall be deposited in the "**Proceeds Account**", with a separately designated subaccount for each series of Notes, which is hereby recognized as a special fund of the District. Moneys in the Proceeds Account shall be used for the purposes specified in <u>Section 1</u> of this ordinance, including for the payment of costs of issuance of each series of Notes. All income derived from such investments in respect of moneys or securities in any fund or account shall be credited in each case to the fund or account in which such moneys or securities are held. All investments shall comply with the Investment of Public Funds Act (30 ILCS 235/0.01 *et seq.*).

<u>Section</u> <u>12</u>. <u>Tax Covenants</u>. The District hereby covenants and agrees to comply with all provisions and requirements of the Federal Tax Certificate, which is hereby approved in substantially the form presented before this meeting of the Corporate Authorities, with such changes therein as shall be approved by the Chairman or Managing Director, which officers are hereby authorized to execute the Federal Tax Certificate for and on behalf of the District, such officer's signature thereon being conclusive evidence of his or her approval thereof.

Section 13. Ordinance a Contract. The provisions of this ordinance shall constitute a contract between the District, and the owners of the Notes. Any pledge made in this ordinance and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the District shall be for the equal benefit, protection and security of the registered owners of Notes. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

Section 14. Supplemental Documents and Reimbursements. The Security and all related documents to Notes in substantially the forms presented before the meeting of the Corporate Authorities at which this ordinance is adopted are hereby authorized and approved, with such changes therein from such forms as the District's officers executing them shall approve. The District, including by its Chairman, its Secretary, its Managing Director and its Treasurer, including any one or more of them, as applicable, are hereby authorized to execute the Security and all such other and further documents and instruments desirable or necessary to effect the issuance of one or more series of Notes and the execution, delivery and performance of this ordinance and the related documents.

<u>Section</u> 15. <u>Conflict</u> and <u>Repeal</u>. All ordinances, resolutions or parts thereof in conflict herewith be and the same are hereby repealed to the extent of such conflict, and this ordinance shall be in full force and effect forthwith upon its adoption.

Section 16. Effective Date. This ordinance shall become effective immediately upon adoption and approval.

Upon motion by Trustee _______, seconded by Trustee _______, adopted this 25th day of May, 2022, by roll call vote, as follows:

Ayes (names):

Nays (names):

Absent (names):

APPROVED: May 25, 2022

(SEAL)

Attest:

REGISTERED NO	EXHIBIT A UNITED STATES OF AMERICA STATE OF ILLINOIS THE COUNTY OF CHAMPAIGN CHAMPAIGN-URBANA MASS TRANSIT DISTRICT [CAPITAL FACILITIES][LINE OF CREDIT] NOTE	REGISTERED \$_
INTEREST RATE:	[TAXABLE] SERIES 2022 DATED DATE:	MATURITY DATE:
Registered Owner:		

KNOW ALL BY THESE PRESENTS that the Champaign-Urbana Mass Transit District (the "District"), in Champaign County, Illinois for value received promises to pay to the Registered Owner identified above, or registered assigns, the Principal Amount set forth above or so much thereof as may be outstanding on or before the Final Maturity Date set forth above, upon presentation and surrender of this Note to the Paying Agent for the District, and prior to the Final Maturity Date in monthly installments of interest only on the outstanding balance of such Principal Amount from the later of the Dated Date hereof or the most recent interest payment date to which interest has been paid, as the case may be, at the Interest Rate per annum set forth above, computed on the basis of a 365 or 366-day year, as the case may be, in lawful money of the United States of America until such Principal Amount hereof shall have been paid. This Note shall mature on the date set forth above with interest payable on the 1st day of each month, commencing August 1, 2022, on the outstanding principal balance of this Note, with all amounts of unpaid principal and interest due and payable on the maturity date. This Note shall be paid by check or draft mailed by the District's Treasurer, through such officer's principal office in Urbana, Illinois, as Paying Agent (the "Paying Agent"), to the Registered Owner of record hereof as of the close of business on the 5th day (whether or not a business day) next preceding each payment date, at the address of such Registered Owner appearing on the registration books maintained for such purpose by the District's Treasurer, through such officer's principal office in Urbana, Illinois, as Note Registrar (including its successors, the "Registrar").

This Note is one of the District's Notes, [Taxable] Series 2022, authorized and issued in the aggregate principal amount of \$______, which are all of like tenor: and which are authorized and issued by the District under and pursuant to the Constitution and laws of the State of Illinois and pursuant to and in accordance with an authorizing ordinance adopted by the Board of Trustees on May 25, 2022, and entitled: AN ORDINANCE AUTHORIZING THE ISSUANCE OF CAPITAL FACILITIES NOTES, SERIES 2022 AND LINE OF CREDIT NOTES, TAXABLE SERIES 2022, TO FINANCE CAPITAL COSTS FOR THE CHAMPAIGN-URBANA MASS TRANSIT DISTRICT, IN CHAMPAIGN COUNTY, ILLINOIS, AND PROVIDING THE DETAILS OF SUCH NOTES, AND RELATED MATTERS (the "Ordinance," with respect to which undefined terms herein shall have the meanings therein).

This Note evidences a [straight line][revolving line] of credit of an authorized issue of up to \$______, to be issued, advanced or drawn upon at one time or from time to time under the ordinance. This Note shall be subject to optional redemption prior to maturity at any time, at a redemption price equal to the principal amount to be redeemed, plus accrued interest to the redemption date.

This Note is transferable only upon the registration books therefor by the Registered Owner hereof in person, or by such Registered Owner's attorney duly authorized in writing, upon surrender hereof at the principal office of the Registrar in Urbana, Illinois, together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or by such Registered Owner's duly authorized attorney, and thereupon a new registered Note or Notes, in the authorized denominations of \$1.00 or any authorized integral multiple thereof and of the same aggregate principal amount as this Note, shall be issued to the transferee in exchange therefor. In like manner, this Note may be exchanged for an equal aggregate principal amount of Notes of any authorized denomination. The Registrar shall not be required to exchange or transfer any Note during the period from the 15th day next preceding any interest payment date to such interest payment date, nor to transfer or exchange any Note after notice calling such Note has been mailed nor during a period of five (5) days next preceding the mailing of a notice of redemption which could designate all or a part of such Note for redemption. The Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange of this note. No other charge shall be made for the privilege of making such transfer or exchange. The District, the Registrar and the Paying Agent may treat and consider the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal, premium, if any, and interest due hereon and for all other purposes whatsoever, and all such payments so made to such Registered Owner or upon such Registered Owner's order shall be valid and effectual to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid, and neither the Bank nor the Registrar or t

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been duly executed by the Registrar.

[The District has designated this Note as a "qualified tax-exempt obligations" under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.]

It is hereby certified, recited and declared that all acts, conditions and things required to be done, exist and be performed precedent to and in the issuance of this Note in order to make it a legal, valid special and limited obligation and debt of the District as herein provided have been done, exist and have been performed in regular and due time, form and manner as required by law.

IN WITNESS WHEREOF, the Champaign-Urbana Mass Transit District, in Champaign County, Illinois, has caused this Note to be executed in its name and on its behalf by the manual or facsimile signature of its Chairman, and its seal, or a facsimile thereof, to be hereunto affixed or otherwise reproduced hereon and attested by the manual or facsimile signature of its Secretary, all as of the Dated Date set forth above.

CHAMPAIGN-URBANA MASS TRANSIT DISTRICT, IN CHAMPAIGN COUNTY, ILLINOIS

	By:	
(SEAL)		Chairman
Attest:		
By:Secretary		
Secretary		
Registrar and Paying Agent:	Treasurer, CHAMPAIGN-URBANA MASS TRANSIT DISTRICT, Urbana, Illinois	
	CERTIFICATE OF	AUTHENTICATION
Dated:		
This is one of the N	Notes, [Taxable] Series 2022, of the Champaign-Urba	ana Mass Transit District, in Champaign County, Illinois.
		EASURER, CHAMPAIGN-URBANA MASS TRANSIT DISTRICT, ana, Illinois, as Registrar
	By	
	7_	Authorized Signer
	ASSI	ENMENT
For val	ue received the undersigned sells, assigns and tra	ansfers unto
the within Note a		ntification Number of Assignee]
attorney to transfer	the within Note on the books kept for registration th	ereof, with full power of substitution in the premises.
Dated:		
Signature Guarante		Signature
Signature Guarante	æ.	

Notice: The signature on this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

The foregoing form of Note may be modified in any manner not inconsistent with the authorizing ordinance therefor. The opinion of bond counsel shall be conclusive in that connection.

UNITED STATES OF AMERICA STATE OF ILLINOIS THE COUNTY OF CHAMPAIGN CHAMPAIGN-URBANA MASS TRANSIT DISTRICT [CAPITAL FACILITIES][LINE OF CREDIT] NOTE [TAXABLE] SERIES 2022

Ordinance No. 2022-3, adopted May 25, 2022

Schedule of Advances / Draws and Payments / Prepayment

Date	Principal Amount of Advance/Draw(\$)	Principal Amount of Paid/Prepaid(\$)	Balance (\$)	Endorsement by <u>Paying Agent</u>
				
		·		
				
		·		
		·		
				
				
		·		
	<u></u>			
				
	 -			
	 '			

STATE OF ILLINOIS)	
)	SS
COUNTY OF CHAMPAIGN)	

CERTIFICATION OF ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Champaign-Urbana Mass Transit District, in Champaign County, Illinois (the "District"), and that as such official I am the keeper of the records and files of the District and its Board of Trustees (the "Corporate Authorities").

I do further certify that the foregoing is a full, true and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on the 25th day of May, 2022, insofar as the same relates to the adoption of an ordinance numbered and entitled:

ORDINANCE NO. 2022-3

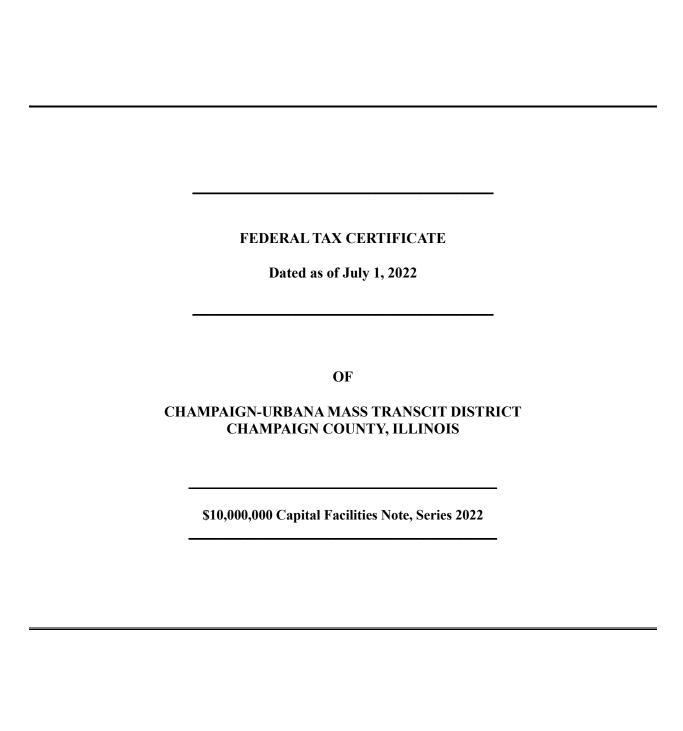
AN ORDINANCE AUTHORIZING THE ISSUANCE OF CAPITAL FACILITIES NOTES, SERIES 2022, AND LINE OF CREDIT NOTES, TAXABLE SERIES 2022, TO FINANCE CAPITAL COSTS FOR THE CHAMPAIGN-URBANA MASS TRANSIT DISTRICT, IN CHAMPAIGN COUNTY, ILLINOIS, AND PROVIDING THE DETAILS OF SUCH NOTES, AND RELATED MATTERS,

a true, correct and complete copy of which ordinance as adopted at such meeting appears in the proceedings of such meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of such ordinance were conducted openly, that the vote on the adoption of such ordinance was taken openly and was preceded by a public recital of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was held at a specified time and place convenient to the public, that notice of such meeting was duly given to all of the news media requesting such notice, that the agenda for the meeting was posted 48 hours in advance at the District's offices and at the meeting place, that such meeting was called and held in strict compliance with the provisions of the open meetings laws of the State of Illinois, as amended, and with the provisions of the Local Mass Transit District Act of the State of Illinois, as amended, and that the Corporate Authorities have complied with all of the procedural rules of the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature, and the District's seal, this 1st day of July, 2022.

(SEAL)		
	Secretary	



FEDERAL TAX CERTIFICATE

TABLE OF CONTENTS

		<u>Page</u>
PARTIES ANI	D RECITALS	1
	ARTICLE I	
	DEFINITIONS	
Section 1.1.	Definitions of Words and Terms	1
	ARTICLE II	
	GENERAL REPRESENTATIONS AND COVENANTS	
Section 2.1. Section 2.2.	Representations and Covenants of the District	
	ARTICLE III	
	ARBITRAGE CERTIFICATIONS AND COVENANTS	
Section 3.1.	General	
Section 3.2.	Reasonable Expectations	
Section 3.3.	Purposes of the Financing	
Section 3.4.	Funds and Accounts	
Section 3.5.	Amount and Use of Note Proceeds and Other Money	
Section 3.6.	Multipurpose Issue	
Section 3.7.	No Advance Refunding	
Section 3.8 Section 3.9.	No Current Refunding	
Section 3.9. Section 3.10.	Project Completion Note	
Section 3.10.	Reserve, Replacement and Pledged Funds	
Section 3.11.	Purpose Investment Yield	
Section 3.12.	Issue Price and Yield on Note	
Section 3.14.	Miscellaneous Arbitrage Matters	
Section 3.15.	Conclusion	
	ARTICLE IV	
PO	OST-ISSUANCE TAX REQUIREMENTS, POLICIES AND PROCEDURES	S
Section 4.1.	General	
Section 4.2.	Record Keeping, Use of Note Proceeds and Use of Financed Facilities	
Section 4.3.	Temporary Periods/Yield Restriction	
Section 4.4.	Procedures for Establishing Fair Market Value	
Section 4.5.	Certain Gross Proceeds Exempt from the Rebate Requirement	15

Section 4.0.	Amounts	13
Section 4.7.	Successor Rebate Analyst	
Section 4.8.	Filing Requirements.	
	ARTICLE V	
	MISCELLANEOUS PROVISIONS	
Section 5.1.	Term of Tax Certificate	18
Section 5.2.	Amendments	
Section 5.3.	Opinion of Bond Counsel	18
Section 5.4.	Reliance	18
Section 5.5.	Severability	19
Section 5.6.	Benefit of Agreement	19
Section 5.7.	Default, Breach and Enforcement	19
Section 5.8.	Execution in Counterparts	19
Section 5.9.	Governing Law	19
Section 5.10.	Electronic Transactions	19
	Signatures	20
	Exhibit A – Debt Service Schedule and Proof of Note Yield	
	Exhibit B – IRS Form 8038-G	
	Exhibit C – Description of Property Comprising the Project	
	Exhibit D – Sample Annual Compliance Checklist	
	Exhibit E – Sample Final Written Allocation	

FEDERAL TAX CERTIFICATE

THIS FEDERAL TAX CERTIFICATE (the "Tax Certificate"), is executed as of July 1, 2022, by the Champaign-Urbana Mass Transit District, Champaign County, Illinois (the "District"), a political subdivision organized and existing under the laws of the State of Illinois.

RECITALS

- 1. This Tax Certificate is being executed and delivered in connection with the issuance by the District of \$10,000,000 principal amount of Capital Facilities Note, Series 2022 (the "Note"), under Ordinance No. 2022-3, adopted May 25, 2022 (the "Ordinance"), for the purposes described in this Tax Certificate and in the Ordinance.
- 2. The Internal Revenue Code of 1986, as amended (the "Code"), and the applicable Regulations and rulings issued by the U.S. Treasury Department (the "Regulations"), impose certain limitations on the uses and investment of the Note proceeds and of certain other money relating to the Note and set forth the conditions under which the interest on the Note will be excluded from gross income for federal income tax purposes.
- 3. The District is executing this Tax Certificate in order to set forth certain facts, covenants, representations, and expectations relating to the use of Note proceeds and the property financed or refinanced with those proceeds and the investment of the Note proceeds and of certain other related money, in order to establish and maintain the exclusion of the interest on the Note from gross income for federal income tax purposes, and to provide guidance for complying with the arbitrage rebate and yield reduction amounts provisions of Code § 148(f).
- 4. The District adopted a Tax-Exempt Financing Compliance Policy and Procedure on April 27, 2018, as it may from time to time be amended (the "Tax Compliance Procedure") for the purpose of setting out general procedures for the District to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.
- 5. This Tax Certificate is entered into as required by the Tax Compliance Procedure to set out specific tax compliance procedures applicable to the Note.
- **NOW, THEREFORE,** in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Certificate, the District represents, covenants and agrees as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. Except as otherwise provided in this Tax Certificate or unless the context otherwise requires, capitalized words and terms used in this Tax Certificate have the same meanings as set forth in the Ordinance, and certain other words and phrases have the meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Certificate have the following meanings:

- "Adjusted Gross Proceeds" means the Gross Proceeds of the Note, as applicable, reduced by amounts (1) in a Bona Fide Debt Service Fund or a reasonably required reserve or replacement fund, (2) that as of the Issue Date are not expected to be Gross Proceeds, but which arise after the end of the applicable spending period, and (3) representing grant repayments or sale or Investment proceeds of any purpose Investment.
- "Available Construction Proceeds" means the sale proceeds of the Note, increased by (i) Investment earnings on the sale proceeds, (ii) earnings on amounts in a reasonably required reserve or replacement fund allocable to the Note but not funded from the Note, and (iii) earnings on such earnings, reduced by sale proceeds (A) in any reasonably required reserve fund or (B) used to pay issuance costs of the Note. But Available Construction Proceeds do not include Investment earnings on amounts in a reasonably required reserve or replacement fund after the earlier of (a) the second anniversary of the Issue Date or (b) the date the Financed Facility is substantially completed.
- "Bona Fide Debt Service Fund" means a fund, which may include Note proceeds, that (a) is used primarily to achieve a proper matching of revenues with principal and interest payments within each Bond Year; and (b) is depleted at least once each Bond Year, except for a reasonable carryover amount not to exceed the greater of (1) the earnings on the fund for the immediately preceding Bond Year, or (2) one-twelfth of the principal and interest payments on the Note for the immediately preceding Bond Year.
 - "Bond Compliance Officer" means the District's Treasurer.
- "Bond Counsel" means Gilmore & Bell, P.C., or other firm of nationally recognized bond counsel acceptable to the District.
- **"Bond Year"** means each 1-year period (or shorter period for the first Bond Year) ending July 1, 2023, or another 1-year period selected by the District.
 - "Code" means the Internal Revenue Code of 1986, as amended.
- "Computation Date" means each date on which arbitrage rebate and yield reduction amounts for the Note are computed. The District may treat any date as a Computation Date, subject to the following limits:
 - (a) the first rebate installment payment must be made for a Computation Date not later than 5 years after the Issue Date;
 - (b) each subsequent rebate installment payment must be made for a Computation Date not later than 5 years after the previous Computation Date for which an installment payment was made; and
 - (c) the date the last Note is discharged is the final Computation Date.

The District selects July 1, 2023 as the first Computation Date but reserves the right to select a different date consistent with the Regulations.

"District" means the Champaign-Urbana Mass Transit District, Champaign County, Illinois and its successors and assigns, or any body, agency or instrumentality of the State of Illinois succeeding to or charged with the powers, duties and functions of the District.

- **"Final Written Allocation"** means the written allocation of expenditures of proceeds of the expenditures prepared by the Bond Compliance Officer in accordance with the Tax Compliance Procedure and Section 4.2(b) of this Tax Certificate
- **"Financed Facility"** means the portion of the Project being financed with the proceeds of the Note as described on *Exhibit C*.
- "Gross Proceeds" means (a) sale proceeds (any amounts actually or constructively received by the District from the sale of the Note, including amounts used to pay underwriting discount or fees, but excluding pre-issuance accrued interest), (b) Investment proceeds (any amounts received from investing sale proceeds, other Investment proceeds or transferred proceeds), (c) any amounts held in a sinking fund for the Note, (d) any amounts held in a pledged fund or reserve fund for the Note, (e) any other replacement proceeds and (f) any transferred proceeds. Specifically, Gross Proceeds includes (but is not limited to) amounts held in the following funds and accounts:
 - (1) Proceeds Account.
 - (2) Debt Service Fund.
- "Guaranteed Investment Contract" is any Investment with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, including any agreement to supply Investments on 2 or more future dates (e.g., a forward supply contract).
- "Investment" means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, Gross Proceeds. This term does not include a tax-exempt bond, except for "specified private activity bonds" as defined in Code § 57(a)(5)(C), but it does include the investment element of most interest rate caps.
 - "IRS" means the United States Internal Revenue Service.
 - "Issue Date" means July 1, 2022.
- "Management Agreement" means a legal agreement defined in Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of the Financed Facility, such as a contract to manage the entire Financed Facility or a portion of the Financed Facility. Contracts for services that are solely incidental to the primary governmental function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing or similar services), however, are not treated as Management Agreements.
- "Measurement Period" means, with respect to the Note of each item of property financed as part of the Financed Facility, the period beginning on the later of (i) the Issue Date or (ii) the date the property is placed in service and ending on the earlier of (A) the final maturity date of the Note or (B) the end of the expected economic useful life of the property.
 - "Minor Portion" means the lesser of \$100,000 or 5% of the sale proceeds of the Note.
- "Net Proceeds" means when used in reference to the Note or the Note, the sale proceeds (excluding pre-issuance accrued interest), less an allocable share of any proceeds deposited in a reasonably required reserve or replacement fund, plus an allocable share of all Investment earnings on such sale proceeds.

- "Note" means the Note described in the recitals, authenticated and delivered under the Ordinance.
- **"Non-Qualified Use"** means use of Note proceeds or the Financed Facility in a trade or business carried on by any Non-Qualified User. The rules set out in Regulations § 1.141-3 determine whether Note proceeds or the Financed Facility are "used" in a trade or business. Generally, ownership, a lease, or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Facility, will constitute use under Regulations § 1.141-3.
 - "Non-Qualified User" means any person or entity other than a Qualified User.
- "Opinion of Bond Counsel" means the written opinion of Bond Counsel to the effect that the proposed action or the failure to act will not adversely affect the exclusion of the interest on the Note from gross income for federal income tax purposes.
- "Ordinance" means the Ordinance as originally adopted by the Board of Trustees of the District as amended and supplemented in accordance with the provisions of the Ordinance.
- **"Post-Issuance Tax Requirements"** means those requirements related to the use of proceeds of the Note, the use of the Financed Facility and the investment of Gross Proceeds after the Issue Date.
- **"Project"** means all of the property being acquired, constructed, extended, and improved by the District using Note proceeds and Qualified Equity, as described on *Exhibit C*.
 - "Purchaser" means Prospect Bank. Champaign, Illinois the original purchaser of the Note.
- "Qualified Equity" means funds that are not derived from proceeds of a tax-exempt financing that are spent on the Project at any time during the period beginning not earlier than the later of (a) 60 days prior to an official intent date or (b) three years prior to the Issue Date, and ending not later than the date the Project is capable of and actually used at substantially its designed level. Qualified Equity excludes an ownership interest in real property or tangible personal property.

"Qualified Use Agreement" means any of the following agreements or arrangements:

- (1) A lease or other short-term use by members of the general public who occupy the Financed Facility on a short-term basis in the ordinary course of the District's governmental purposes.
- (2) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 200 days in length pursuant to an arrangement whereby (a) the use of the Financed Facility under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business and (b) the compensation for the use is determined based on generally applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.
- (3) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 100 days in length pursuant to arrangements whereby (a) the use of the property by the person would be general public use but for the fact that

generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business, (b) the compensation for the use under the arrangement is determined based on applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed, and (c) the Financed Facility was not constructed for a principal purpose of providing the property for use by that Qualified User or Non-Qualified User. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

- (4) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 50 days in length pursuant to a negotiated arm's-length arrangement at fair market value so long as the Financed Facility was not constructed for a principal purpose of providing the property for use by that person.
- "Qualified User" means a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.
- "Reasonable Retainage" means Gross Proceeds retained by the District for reasonable business purposes, such as to ensure or promote compliance with a construction contract; provided that such amount may not exceed (a) for purposes of the 18-month spending test, 5% of net sale proceeds of the Note on the date 18 months after the Issue Date, or (b) for purposes of the 2-year spending test, 5% of the Available Construction Proceeds as of the end of the 2-year spending period.
- "Rebate Analyst" means Gilmore & Bell, P.C. or any successor Rebate Analyst selected pursuant to this Tax Certificate.
- "Regulations" means all Regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to the Note.
- "Tax Certificate" means this Federal Tax Certificate as it may from time to time be amended and supplemented in accordance with its terms.
- **"Tax Compliance Procedure"** means the District's Tax-Exempt Financing Compliance Policy and Procedure adopted on April 27, 2018.
- "Tax-Exempt Bond File" means documents and records for the Note maintained by the Bond Compliance Officer pursuant to the Tax Compliance Procedure.
- "Transcript" means the Transcript of Proceedings relating to the authorization and issuance of the Note.
- **"Yield"** means yield on the Note, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

ARTICLE II

GENERAL REPRESENTATIONS AND COVENANTS

Section 2.1. Representations and Covenants of the District. The District represents and covenants as follows:

(a) Organization and Authority. The District (1) is a political subdivision organized and existing under the laws of the State of Illinois, and (2) has lawful power and authority to issue the Note for the purposes set forth in the Ordinance, to enter into, execute and deliver the Ordinance, the Note, and this Tax Certificate and to carry out its obligations under this Tax Certificate and under such documents, and (3) by all necessary action has been duly authorized to execute and deliver the Ordinance, the Note, and this Tax Certificate, acting by and through its duly authorized officials.

(b) <u>Tax-Exempt Status of Note-General Covenant And Allocation of Proceeds to Project.</u>

- (1) The District (to the extent within its power or direction) will not use any money on deposit in any fund or account maintained in connection with the Note, whether or not such money was derived from the proceeds of the sale of the Note or from any other source, in a manner that would cause the Note to be "arbitrage bonds," within the meaning of Code § 148, and will not (to the extent within its power or direction) otherwise use or permit the use of any Note proceeds or any other funds of the District, directly or indirectly, in any manner, or take or permit to be taken any other action or actions, that would cause interest on the Note to be included in gross income for federal income tax purposes.
- (2) The District will finance the Project with Note proceeds and Qualified Equity. For purposes of the covenants in this **Section 2.1** relating to Non-Qualified Use of the Project, any Non-Qualified Use shall be treated as first allocated entirely to the portion of the Project financed with Qualified Equity, and then, but only to the extent of any excess Non-Qualified Use, to the portion of the Project financed by Note proceeds (that is, the Financed Facility).
- (c) <u>Tax-Exempt Obligations—Use of Proceeds and Financed Facility</u>. Throughout the Measurement Period, (A) all of the Financed Facility has been and is expected to be owned by the District or another Qualified User, (B) no portion of the Financed Facility has been or is expected to be used in a Non-Qualified Use, and (C) the District will not permit any Non-Qualified Use of the Financed Facility without first obtaining an Opinion of Bond Counsel.
- (d) <u>Governmental Obligations–Private Security or Payment</u>. As of the Issue Date, the District expects that none of the principal and interest on the Note will be (under the terms of the Note or any underlying arrangement) directly or indirectly:
 - (1) secured by (i) any interest in property used or to be used for a Non-Qualified Use, or (ii) any interest in payments in respect of such property; or
 - (2) derived from payments (whether or not such payments are made to the District) in respect of property, or borrowed money, used or to be used for a Non-Qualified Use.

For purposes of the forgoing, taxes of general application, including payments in lieu of taxes, are not treated as private payments or as private security. The District will not permit any private security or payment with respect to the Note without first consulting with Bond Counsel.

- (e) <u>No Private Loan.</u> Not more than 5% of the net proceeds of the Note will be loaned directly or indirectly to any Non-Qualified User.
- (f) <u>Management Agreements</u>. As of the Issue Date, the District has no Management or Service Agreements with Non-Qualified Users. During the Measurement Period the District will not enter into or renew any Management or Service Agreement with any Non-Qualified User without first consulting with Bond Counsel.
- (g) <u>Leases</u>. As of the Issue Date, the District has not entered into any leases of any portion of the Financed Facility other than Qualified Use Agreements during the Measurement Period. During the Measurement Period the District will not enter into or renew any lease or similar agreement or arrangement other than a Qualified Use Agreement without first consulting with Bond Counsel.
- (h) <u>Limit on Maturity of Note</u>. A list of the assets included in the Financed Facility and a computation of the "average reasonably expected economic life" of the Financed Facility is attached to this Tax Certificate as *Exhibit C*. Based on this computation, the "average maturity" of the Note as computed by Bond Counsel and attached hereto as *Exhibit A*, does not exceed the average reasonably expected economic life of the Financed Facility as such terms are used in Code § 147(b).

(i) Expenditure of Note Proceeds; Reimbursement.

- (1) The District will evidence each allocation of the proceeds of the Note and Qualified Equity for the Project to an expenditure in writing. No allocation will be made more than 18 months following the later of (i) the date of the expenditure or (ii) the date the Financed Facility was placed in service.
- (2) No portion of the Net Proceeds of the Note will be used to reimburse an expenditure paid by the District more than 60 days prior to the date the Ordinance was adopted.
- (j) <u>Registered Note</u>. The Ordinance requires that all of the Note will be issued and held in registered form within the meaning of Code § 149(a).
- (k) <u>Note Not Federally Guaranteed</u>. The District will not take any action or permit any action to be taken which would cause the Note to be "federally guaranteed" within the meaning of Code § 149(b).
- (l) IRS Form 8038-G. Bond Counsel will prepare Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) based on the representations and covenants of the District contained in this Tax Certificate or otherwise provided by the District. Bond Counsel will sign the return as a paid preparer following completion and will then deliver copies to the District for execution and for the District's records. The District agrees to timely execute and return to Bond Counsel the execution copy of Form 8038-G for filing with the IRS. A copy of the "as-filed" copy along with proof of filing will be included as *Exhibit B*.
- (m) <u>Hedge Bonds</u>. At least 85% of the net sale proceeds (the sale proceeds of the Note less any sale proceeds invested in a reserve fund) of the Note will be used to carry out the governmental purpose of the Note within 3 years after the Issue Date, and not more than 50% of the proceeds of the Note will be invested in Investments having a substantially guaranteed Yield for 4 years or more.

- (n) <u>Compliance with Future Tax Requirements</u>. The District understands that the Code and the Regulations may impose new or different restrictions and requirements on the District in the future. The District will comply with such future restrictions that are necessary to maintain the exclusion of the interest on the Note from gross income for federal income tax purposes.
- (o) <u>Single Issue; No Other Issues</u>. The Note constitute a single "issue" under Regulations § 1.150-1(c). Except for the Line of Credit Note, Taxable Series 2022, the interest on which is taxable, no other debt obligations of the District (1) are being sold within 15 days of the sale of the Note, (2) are being sold under the same plan of financing as the Note, and (3) are expected to be paid from substantially the same source of funds as the Note (disregarding guarantees from unrelated parties, such as bond insurance).
- (p) <u>Interest Rate Swap</u>. As of the Issue Date, the District has not entered into an interest rate swap agreement or any other similar arrangement designed to modify its interest rate risk with respect to the Note. The District will not enter into any such arrangement in the future without first consulting with Bond Counsel.
- (q) <u>Guaranteed Investment Contract</u>. As of the Issue Date, the District does not expect to enter into a Guaranteed Investment Contract for any Gross Proceeds of the Note. The District will be responsible for complying with <u>Section 4.4(d)</u> if it decides to enter into a Guaranteed Investment Contract at a later date.
- (r) <u>Bank Qualified Tax-Exempt Obligation</u>. The District designates the Note as a "qualified tax-exempt obligation" under Code § 265(b)(3), and with respect to this designation certifies as follows:
 - (1) the District reasonably anticipates that the amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) that will be issued by or on behalf of the District (and all subordinate entities of the District) during the calendar year that the Note is issued, including the Note, will not exceed \$10,000,000; and
 - (2) the District (including all subordinate entities of the District) will not issue tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) during the calendar year that the Note is issued, including the Note, in an aggregate principal amount or aggregate issue price in excess of \$10,000,000, without first obtaining advice of Bond Counsel that the designation of the Note as a "qualified tax-exempt obligation" will not be adversely affected.
- Section 2.2. Survival of Representations and Covenants. All representations, covenants and certifications contained in this Tax Certificate or in any certificate or other instrument delivered by the District under this Tax Certificate, will survive the execution and delivery of such documents and the issuance of the Note, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations. The foregoing covenants of this Section will remain in full force and effect notwithstanding the defeasance of the Note.

ARTICLE III

ARBITRAGE CERTIFICATIONS AND COVENANTS

- Section 3.1. General. The purpose of this Article III is to certify, under Regulations § 1.148-2(b), the District's expectations as to the sources, uses and investment of Bond proceeds and other money, in order to support the District's conclusion that the Note is not an arbitrage bond. The person executing this Tax Certificate on behalf of the District is an officer of the District responsible for issuing the Note.
- Section 3.2. Reasonable Expectations. The facts, estimates and expectations set forth in this Article III are based upon and in reliance upon the District's understanding of the documents and certificates that comprise the Transcript, and the representations, covenants and certifications of the parties contained therein. To the District's knowledge, the facts and estimates set forth in this Tax Certificate are accurate, and the expectations of the District set forth in this Tax Certificate are reasonable. The District has no knowledge that would cause it to believe that the representations, warranties and certifications described in this Tax Certificate are unreasonable or inaccurate or may not be relied upon.
- <u>Section 3.3.</u> <u>Purposes of the Financing</u>. The Note is being issued for the purpose of providing funds to (a) finance the Financed Facility, and (b) pay certain costs of issuing the Note.
- <u>Section 3.4.</u> <u>Funds and Accounts.</u> The following funds and accounts have been established under the Ordinance:

Proceeds Account.

Debt Service Fund.

Section 3.5. Amount and Use of Note Proceeds and Other Money.

- (a) Draw-Down Loan. The Note is being issued as a "draw-down loan" within the meaning of Regulations §1.150-1(c)(4)(i). The Purchaser has committed to purchase the Note from the District for an aggregate purchase price of not to exceed \$10,000,000. On the Issue Date, the Purchaser will advance \$______, which amount exceeds the lesser of \$50,000 or 5% of the Note. Thereafter, the Purchaser will make subsequent advances, provided that the aggregate of all such advances, including the initial advance, does not exceed \$10,000,000. All of the proceeds of the Note will be drawn by the earlier of three (3) years from the Issue Date or the date the Note is refunded or refinanced by the District. Therefore, the Note will be treated as a "single issue" under Regulations §1.150-1(c) that is issued on the Issue Date.
- (b) Amount and Use of Note Proceeds. The Note proceeds, as and when advanced, will be used as described in the Ordinance to pay Project costs and the costs of issuing the Note.
- <u>Section 3.6.</u> **Multipurpose Issue.** Pursuant to Regulations § 1.148-9(h), the District is applying the arbitrage rules to separate financing purposes of the issue that have the same initial temporary period as if they constitute a single issue for purposes of applying the arbitrage rules.
- <u>Section 3.7.</u> <u>No Advance Refunding.</u> No proceeds of the Note will be used more than 90 days following the Issue Date to pay principal or interest on any other debt obligation.
- <u>Section 3.8.</u> <u>No Current Refunding.</u> No proceeds of the Note will be used to pay principal or interest on any other debt obligation.

Section 3.9. Project Completion. The District has incurred, or will incur within 6 months after the Issue Date, a substantial binding obligation to a third party to spend at least 5% of the Net Proceeds of the Note on the Financed Facility. The completion of the Financed Facility and the allocation of the Net Proceeds of the Note to expenditures will proceed with due diligence. At least 85% of the Net Proceeds of the Note will be allocated to expenditures on the Financed Facility within 3 years after the Issue Date.

Section 3.10. Sinking Funds. The District is required to make periodic payments in amounts sufficient to pay the principal of and interest on the Note. Such payments will be deposited into the Debt Service Fund. Except for the Debt Service Fund, no sinking fund or other similar fund that is expected to be used to pay principal of or interest on the Note has been established or is expected to be established. The Debt Service Fund is used primarily to achieve a proper matching of revenues with principal and interest payments on the Note within each Bond Year, and the District expects that the Debt Service Fund will qualify as a Bona Fide Debt Service Fund.

Section 3.11. Reserve, Replacement and Pledged Funds.

- (a) <u>Debt Service Reserve Fund</u>. No reserve or replacement fund has been established for the Note.
- (b) No Other Replacement or Pledged Funds. None of the Note proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Facility, and that instead has been or will be used to acquire higher yielding Investments. Except for the Debt Service Fund, there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Note if the District encounters financial difficulty.
- <u>Section 3.12.</u> <u>Purpose Investment Yield.</u> The proceeds of the Note will not be used to purchase an Investment for the purpose of carrying out the governmental purpose of the financing.

Section 3.13. Issue Price and Yield on Note.

- (a) <u>Issue Price</u>. In the Purchaser in the Receipt of Purchaser, the Purchaser has certified that it has purchased the Note for its own account and has no present intent to resell the Note to any person. The issue price of the Note pursuant to Regulations § 1.148-1(f)(2)(i) (relating to the so-called "private placement rule") is the price paid by the Purchaser. On the Issue Date, the Purchaser will advance \$_____ which amount exceeds the lesser of \$50,000 or 5% of the Note, and expects to make subsequent advances so that the aggregate of all such advances, including the initial advance, totals \$10,000,000. Therefore, the collective aggregate initial offering price of the Note is \$10,000,000, without accrued interest.
- (b) <u>Note Yield</u>. Based on the purchase price, the Yield on the Note is _____% as shown on *Exhibit A*. The District has not entered into an interest rate swap agreement with respect to any portion of the proceeds of the Note.

Section 3.14. Miscellaneous Arbitrage Matters.

- (a) <u>No Abusive Arbitrage Device</u>. The Note is not and will not be part of a transaction or series of transactions that has the effect of (1) enabling the District to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (2) overburdening the tax-exempt bond market.
- (b) <u>No Over-Issuance</u>. The sale proceeds of the Note, together with expected Investment earnings thereon and other money contributed by the District, do not exceed the cost of the governmental purpose of the Note as described above.
- Section 3.15. Conclusion. On the basis of the facts, estimates and circumstances set forth in this Tax Certificate, the District does not expect that the Note proceeds will be used in a manner that would cause the Note to be an "arbitrage bond" within the meaning of Code § 148 and the Regulations.

ARTICLE IV

POST-ISSUANCE TAX REQUIREMENTS, POLICIES AND PROCEDURES

Section 4.1. General.

- (a) <u>Purpose of Article</u>. The purpose of this Article IV is to supplement the Tax Compliance Procedure and to set out specific policies and procedures governing compliance with the federal income tax requirements that apply after the Note is issued. The District recognizes that interest on the Note will remain excludable from gross income only if Post-Issuance Tax Requirements are followed after the Issue Date. The District further acknowledges that written evidence substantiating Post-Issuance Tax Requirements must be retained in order to permit the Note to be refinanced with tax-exempt obligations and substantiate the position that interest on the Note is exempt from gross income in the event of an audit of the Note by the IRS.
- (b) <u>Written Policies and Procedures of the District</u>. The District intends for the Tax Compliance Procedure, as supplemented by this Tax Certificate, to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements for the Note and to supplement any other formal policies and procedures related to tax compliance that the District has established. The provisions of this Tax Certificate are intended to be consistent with the Tax Compliance Procedure. In the event of any inconsistency between the Tax Compliance Procedure and this Tax Certificate, the terms of this Tax Certificate will govern.
- (c) <u>Bond Compliance Officer</u>. The District when necessary to fulfill its Post-Issuance Tax Requirements will, through its Bond Compliance Officer, sign Form 8038-T in connection with the payment of arbitrage rebate or yield reduction amounts, participate in any federal income tax audit of the Note or related proceedings under a voluntary compliance agreement procedures (VCAP) or undertake a remedial action procedure pursuant to Regulations §§ 1.141-12. In each case, all costs and expenses incurred by the District shall be treated as a reasonable cost of administering the Note and the District shall be entitled to reimbursement and recovery of its costs to the same extent as provided in the Ordinance or State law.

Section 4.2. Record Keeping; Use of Note Proceeds and Use of Financed Facilities.

- (a) Record Keeping. The Bond Compliance Officer will maintain the Tax-Exempt Bond File for the Note in accordance with the Tax Compliance Procedure. Unless otherwise specifically instructed in advice or written Opinion of Bond Counsel or to the extent otherwise provided in this Tax Certificate, the Bond Compliance Officer shall retain records related to the Post-Issuance Tax Requirements until 3 years following the final maturity of (i) the Note or (ii) any obligation issued to refund the Note. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (1) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (2) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (3) exhibit a high degree of legibility and readability both electronically and in hardcopy, (4) provide support for other books and records of the District and (5) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the District's premises.
- (b) Accounting and Allocation of Note Proceeds and Qualified Equity to Expenditures. The Bond Compliance Officer will account for the investment and expenditure of Note proceeds in the level of detail required by the Tax Compliance Procedure. The Bond Compliance Officer will supplement the expected allocation of Note proceeds and Qualified Equity to expenditures with a Final Written Allocation as required by the Tax Compliance Procedure. A sample form of Final Written Allocation is attached as *Exhibit E*. The Bond Compliance Officer will maintain accounting records showing the investment and expenditure of this money as part of the Tax-Exempt Bond File.
- (c) <u>Annual Compliance Checklist</u>. Attached as *Exhibit D* is a sample annual compliance checklist for the Note. The Bond Compliance Officer will prepare and complete an annual compliance checklist for the Financed Facility at least annually in accordance with the Tax Compliance Procedure. In the event the annual compliance checklist identifies a deficiency in compliance with the requirements of this Tax Certificate, the Bond Compliance Officer will take the actions identified in an Opinion of Bond Counsel or the Tax Compliance Procedure to correct any deficiency.
- (d) <u>Opinions of Bond Counsel</u>. The Bond Compliance Officer is responsible for obtaining and delivering to the District any advice or Opinion of Bond Counsel required under the provisions of this Tax Certificate, including any advice or Opinion of Bond Counsel required by this Tax Certificate or the Annual Compliance Checklist.
- <u>Section 4.3.</u> <u>Temporary Periods/Yield Restriction</u>. Except as described below, the District will not invest Gross Proceeds at a Yield greater than the Yield on the Note:
- (a) <u>Proceeds Account.</u> Note proceeds deposited in the Proceeds Account and investment earnings on such proceeds may be invested without Yield restriction for up to 3 years following the Issue Date.
- (b) <u>Debt Service Fund</u>. To the extent that the Debt Service Fund qualifies as a Bona Fide Debt Service Fund, money in such account may be invested without Yield restriction for 13 months after the date of deposit. Earnings on such amounts may be invested without Yield restriction for 1 year after the date of receipt of such earnings.
- (c) <u>Minor Portion</u>. In addition to the amounts described above, Gross Proceeds not exceeding the Minor Portion may be invested without Yield restriction

Section 4.4. Procedures for Establishing Fair Market Value.

- (a) <u>General</u>. No Investment may be acquired with Gross Proceeds for an amount (including transaction costs) in excess of the fair market value of such Investment, or sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the Investment. The fair market value of any Investment is the price a willing buyer would pay to a willing seller to acquire the Investment in a bona fide, arm's-length transaction. Fair market value will be determined in accordance with Regulations § 1.148-5.
- (b) <u>Established Securities Market</u>. Except for Investments purchased for a Yield-restricted defeasance escrow, if an Investment is purchased or sold in an arm's-length transaction on an established securities market (within the meaning of Code § 1273), the purchase or sale price constitutes the fair market value. Where there is no established securities market for an Investment, market value must be established using 1 of the paragraphs below. The fair market value of Investments purchased for a Yield-restricted defeasance escrow must be determined in a bona fide solicitation for bids that complies with Regulations § 1.148-5.
- (c) <u>Certificates of Deposit</u>. The purchase price of a certificate of deposit (a "CD") is treated as its fair market value on the purchase date if (1) the CD has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal, (2) the Yield on the CD is not less than the Yield on reasonably comparable direct obligations of the United States, and (3) the Yield is not less than the highest Yield published or posted by the CD issuer to be currently available on reasonably comparable CDs offered to the public.
- (d) <u>Guaranteed Investment Contracts</u>. The purchase price of a Guaranteed Investment Contract is treated as its fair market value on the purchase date if all of the following requirements are met:
 - (1) <u>Bona Fide Solicitation for Bids</u>. The District makes a bona fide solicitation for the Guaranteed Investment Contract, using the following procedures:
 - (i) The bid specifications are in writing and are timely forwarded to potential providers, or are made available on an internet website or other similar electronic media that is regularly used to post bid specifications to potential bidders. A writing includes a hard copy, a fax, or an electronic e-mail copy.
 - (ii) The bid specifications include all "material" terms of the bid. A term is material if it may directly or indirectly affect the Yield or the cost of the Guaranteed Investment Contract.
 - (iii) The bid specifications include a statement notifying potential providers that submission of a bid is a representation (A) that the potential provider did not consult with any other potential provider about its bid, (B) that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the District or any other person (whether or not in connection with the bond issue), and (C) that the bid is not being submitted solely as a courtesy to the District or any other person, for purposes of satisfying the requirements of the Regulations.

- (iv) The terms of the bid specifications are "commercially reasonable." A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the Guaranteed Investment Contract.
- (v) The terms of the solicitation take into account the District's reasonably expected deposit and draw-down schedule for the amounts to be invested.
- (vi) All potential providers have an equal opportunity to bid. If the bidding process affords any opportunity for a potential provider to review other bids before providing a bid, then providers have an equal opportunity to bid only if all potential providers have an equal opportunity to review other bids. Thus, no potential provider may be given an opportunity to review other bids that is not equally given to all potential providers (that is no exclusive "last look").
- (vii) At least 3 "reasonably competitive providers" are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of Investments being purchased.
- (2) <u>Bids Received</u>. The bids received must meet all of the following requirements:
- (i) At least 3 bids are received from providers that were solicited as described above and that do not have a "material financial interest" in the issue. For this purpose, (A) a lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the Issue Date of the issue, (B) any entity acting as a financial advisor with respect to the purchase of the Guaranteed Investment Contract at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue, and (C) a provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.
- (ii) At least 1 of the 3 bids received is from a reasonably competitive provider, as defined above.
- (iii) If an agent or broker is used to conduct the bidding process, the agent or broker did not bid to provide the Guaranteed Investment Contract.
- (3) <u>Winning Bid.</u> The winning bid is the highest yielding bona fide bid (determined net of any broker's fees).
- (4) <u>Fees Paid</u>. The obligor on the Guaranteed Investment Contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the Guaranteed Investment Contract.
- (5) <u>Records</u>. The District retains the following records with the Note documents until 3 years after the last outstanding Note is redeemed:
 - (i) A copy of the Guaranteed Investment Contract.

- (ii) The receipt or other record of the amount actually paid for the Guaranteed Investment Contract, including a record of any administrative costs paid by the District, and the certification as to fees paid, described in paragraph (d)(4) above.
- (iii) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.
- (iv) The bid solicitation form and, if the terms of Guaranteed Investment Contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.
- (e) Other Investments. If an Investment is not described above, the fair market value may be established through a competitive bidding process, as follows:
 - (1) at least 3 bids on the Investment must be received from persons with no financial interest in the Note (e.g., as underwriters or brokers); and
 - (2) the Yield on the Investment must be equal to or greater than the Yield offered under the highest bid.

Section 4.5. Certain Gross Proceeds Exempt from the Rebate Requirement.

(a) General. A portion of the Gross Proceeds of the Note may be exempt from rebate pursuant to one or more of the following exceptions. The exceptions typically will not apply with respect to all Gross Proceeds of the Note and will not otherwise affect the application of the Investment limitations described in Section 4.3. Unless specifically noted, the obligation to compute and, if necessary, to pay rebate as set forth in Section 4.6 applies even if a portion of the Gross Proceeds of the Note is exempt from the rebate requirement. To the extent all or a portion of the Note is exempt from rebate the Rebate Analyst may account for such fact in connection with its preparation of a rebate report described in Section 4.6. The District may defer the final rebate Computation Date and the payment of rebate for the Note to the extent permitted by Regulations §§ 1.148-7(b)(1) and 1.148-3(e)(2) but only in accordance with specific written instructions provided by the Rebate Analyst.

(b) Applicable Spending Exceptions.

- (1) The District expects that at least 75% of the Available Construction Proceeds will be used for construction or rehabilitation expenditures for property owned by the District.
 - (2) The following optional rebate spending exceptions can apply to the Note:
 - (a) 6-month spending exception (Code $\S 148(f)(4)(B)$ and Regulations $\S 1.148-7(c)$).
 - (b) 18-month spending exception (Regulations § 1.148-7(d)).
 - (c) 2-year spending exception (Code $\S 148(f)(4)(C)$ and Regulations $\S 1.148-7(e)$).
- (c) <u>Special Elections Made with Respect to Spending Exception Elections</u>. No special elections are being made in connection with the application of the spending exceptions.

- (d) <u>Bona Fide Debt Service Fund</u>. To the extent that the Debt Service Fund qualifies as a Bona Fide Debt Service Fund, Investment earnings in the fund cannot be taken into account in computing arbitrage rebate and yield reduction amounts (1) with respect to such portion that meets the 6-month, 18-month or 2-year spending exception, or (2) for a given Bond Year, if the gross earnings on the Debt Service Fund for such Bond Year are less than \$100,000. Because the average annual debt service on the Note does not exceed \$2,500,000, the \$100,000 earnings test may be treated as satisfied in every Bond Year.
- (e) <u>Documenting Application of Spending Exception</u>. At any time prior to the first Computation Date, the District may engage the Rebate Analyst to determine whether one or more spending exceptions has been satisfied, and the extent to which the District must continue to comply with <u>Section 4.6</u> hereof.
- (f) <u>General Requirements for Spending Exception</u>. The following general requirements apply in determining whether a spending exception is met.
 - (1) Using Adjusted Gross Proceeds or Available Construction Proceeds to pay principal of the Note is not taken into account as an expenditure for purposes of meeting any of the spending tests.
 - (2) The 6-month spending exception generally is met if all Adjusted Gross Proceeds of the Note are spent within 6 months following the Issue Date. The test may still be satisfied even if up to 5% of the sale proceeds remain at the end of the initial 6-month period, so long as this amount is spent within 1 year of the Issue Date.
 - (3) The 18-month spending exception generally is met if all Adjusted Gross Proceeds of the Note are spent in accordance with the following schedule:

Time Period After the	Minimum Percentage of Adjusted Gross Proceeds
Issue Date	Spent
6 months	15%
12 months	60%
18 months (Final)	100%

(4) The 2-year spending exception generally is met if all Available Construction Proceeds are spent in accordance with the following schedule:

	Minimum
Time Period	Percentage of
After the	Available Construction
Issue Date	Proceeds Spent
6 months	10%
12 months	45%
18 months	75%
24 months (Final)	100%

- (5) For purposes of applying the 18-month and 2-year spending exceptions only, the failure to satisfy the **final** spending requirement is disregarded if the District uses due diligence to complete the Financed Facility and the failure does not exceed the lesser of 3% of the aggregate issue price the Note or \$250,000. **No such exception applies for any other spending period.**
- (6) For purposes of applying the 18-month and 2-year spending exceptions only, the Note meet the applicable spending test even if, at the end of the **final** spending period, proceeds not exceeding a Reasonable Retainage remain unspent, so long as such Reasonable Retainage is spent within 30 months after the Issue Date in the case of the 18-month exception or 3 years after the Issue Date in the case of the 2-year spending exception.
 - (7) Spending exceptions may be applied separately to the Note.

Section 4.6. Computation and Payment of Arbitrage Rebate and Yield Reduction Amounts.

- (a) <u>Rebate Fund</u>. The District will establish a Rebate Fund, if necessary, and keep it separate from all other funds and will administer the Rebate Fund under this Tax Certificate. Any Investment earnings derived from the Rebate Fund will be credited to the Rebate Fund, and any Investment loss will be charged to the Rebate Fund.
- Computation of Rebate Amount. The District will provide the Rebate Analyst Investment reports relating to each fund held by it that contains Gross Proceeds of the Note together with copies of Investment reports for any funds containing Gross Proceeds that are held by a party other than the District annually as of the end of each Bond Year and not later than 10 days following each Computation Date. Each Investment report provided to the Rebate Analyst will contain a record of each Investment, including (1) purchase date, (2) purchase price, (3) information establishing the fair market value on the date such Investment was allocated to the Note, (4) any accrued interest paid, (5) face amount, (6) coupon rate, (7) frequency of interest payments, (8) disposition price, (9) any accrued interest received, and (10) disposition date. Such records may be supplied in electronic form. The Rebate Analyst will compute rebate following each Computation Date and deliver a written report to the District together with an opinion or certificate of the Rebate Analyst stating that arbitrage rebate was determined in accordance with the Regulations. Each report and opinion will be provided not later than 45 days following the Computation Date to which it relates. In performing its duties, the Rebate Analyst may rely, in its discretion, on the correctness of financial analysis reports prepared by other professionals. If the sum of the amount on deposit in the Rebate Fund and the value of prior rebate payments is less than the arbitrage rebate due, the District will, within 55 days after such Computation Date, pay the amount of the deficiency for deposit into the Rebate Fund. If the sum of the amount on deposit in the Rebate Fund and the value of prior rebate payments is greater than the rebate amount due the District will transfer such surplus in the Rebate Fund to the Debt Service Fund. After the final Computation Date or at any other time if the Rebate Analyst has advised the District, any money left in the Rebate Fund will be paid to the District and may be used for any purpose not prohibited by law.
- (c) <u>Rebate Payments</u>. Within 60 days after each Computation Date, the District will pay to the United States the rebate and yield reduction amount then due, determined in accordance with the Regulations. Each payment must be (1) accompanied by IRS Form 8038-T and such other forms, documents or certificates as may be required by the Regulations, and (2) mailed or delivered to the IRS at the address shown below, or to such other location as the IRS may direct:

Internal Revenue Service Center Ogden, UT 84201

Section 4.7. Successor Rebate Analyst. If the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason, or if the District desires that a different firm act as the Rebate Analyst, then the District by an instrument or concurrent instruments in writing delivered to the firm then serving as the Rebate Analyst and any other party to this Tax Certificate, will name a successor Rebate Analyst. In each case the successor Rebate Analyst must be a firm of nationally recognized bond counsel or a firm of independent certified public accountants and such firm must expressly agree to undertake the responsibilities assigned to the Rebate Analyst hereunder.

Section 4.8. Filing Requirements. The District will file or cause to be filed with the IRS such reports or other documents as are required by the Code in accordance with advice of Bond Counsel.

ARTICLE V

MISCELLANEOUS PROVISIONS

- Section 5.1. Term of Tax Certificate. This Tax Certificate will be effective concurrently with the issuance and delivery of the Note and will continue in force and effect until the principal of, redemption premium, if any, and interest on the Note has been fully paid and the Note is cancelled; provided that, the provisions of Article IV of this Tax Certificate regarding payment of arbitrage rebate and yield reduction amounts and all related penalties and interest will remain in effect until all such amounts are paid to the United States and the provisions of Section 4.2 relating to record keeping shall continue in force for the period described therein for records to be retained.
- Section 5.2. Amendments. This Tax Certificate may be amended from time to time by the parties to this Tax Certificate without notice to or the consent of the owner of the Note, but only if such amendment is in writing and is accompanied by an Opinion of Bond Counsel to the effect that, under then existing law, assuming compliance with this Tax Certificate as so amended such amendment will not cause interest on any Bond to be included in gross income for federal income tax purposes. No such amendment will become effective until the District receives this Opinion of Bond Counsel.
- Section 5.3. Opinion of Bond Counsel. The District may deviate from the provisions of this Tax Certificate if furnished with an Opinion of Bond Counsel to the effect that the proposed deviation will not adversely affect the exclusion of interest on the Note from gross income for federal income tax purposes. The District will comply with any further or different instructions provided in an Opinion of Bond Counsel to the effect that the further or different instructions need to be complied with in order to maintain the validity of the Note or the exclusion from gross income of interest on the Note.
- Section 5.4. Reliance. In delivering this Tax Certificate the District is making only those certifications, representations and agreements as are specifically attributed to them in this Tax Certificate. The District is not aware of any facts or circumstances which would cause it to question the accuracy of the facts, circumstances, estimates or expectations of any other party providing certifications as part of this Tax Certificate and, to the best of its knowledge, those facts, circumstances, estimates and expectations are reasonable. The District understands that its certifications will be relied upon by the law firm of Gilmore & Bell, P.C., in rendering its opinion as to the validity of the Note and the exclusion from federal gross income of the interest on the Note.

- <u>Section 5.5.</u> <u>Severability</u>. If any provision in this Tax Certificate or in the Note is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.
- Section 5.6. Benefit of Agreement. This Tax Certificate is binding upon the District its respective successors and assigns, and inures to the benefit of the parties to this Tax Certificate and the owners of the Note. Nothing in this Tax Certificate or in the Ordinance or the Note, express or implied, gives to any person, other than the parties to this Tax Certificate, their successors and assigns, and the owners of the Note, any benefit or any legal or equitable right, remedy or claim under this Tax Certificate.
- Section 5.7. <u>Default, Breach and Enforcement</u>. Any misrepresentation of a party contained herein or any breach of a covenant or agreement contained in this Tax Certificate may be pursued by the owner of the Note pursuant to the terms of the Ordinance or any other document which references this Tax Certificate and gives remedies for a misrepresentation or breach thereof.
- <u>Section 5.8.</u> <u>Execution in Counterparts</u>. This Tax Certificate may be executed in any number of counterparts, each of which so executed will be deemed to be an original, but all such counterparts will together constitute the same instrument.
- <u>Section 5.9.</u> <u>Governing Law.</u> This Tax Certificate will be governed by and construed in accordance with the laws of the State of Illinois.
- <u>Section 5.10.</u> <u>Electronic Transactions</u>. The transaction described in this Tax Certificate may be conducted, and related documents may be stored, by electronic means.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned by execution of this Tax Certificate hereby makes the foregoing certifications, representations, and agreements contained in this Tax Certificate on behalf of the District, as of the Issue Date of the Note.

CHAMPAIGN-URBANA MASS	TRANSIT	DISTRICT
in Champaign County, Illinois		

By:			
Title:	Chairman		

EXHIBIT A

DEBT SERVICE SCHEDULE AND PROOF OF NOTE YIELD

EXHIBIT B

IRS FORM 8038-G

EXHIBIT C

DESCRIPTION OF PROPERTY COMPRISING THE PROJECT

EXHIBIT D

SAMPLE ANNUAL COMPLIANCE CHECKLIST

Name of tax-	exempt bonds ("Note") financing						
	Financed Facility: Capital Facilities Note, Se						
Issue Date of N							
Placed in servi	•						
Name of Bond	Compliance Officer:						
Period covered	by request ("Annual Period"):						
Item	Question		Response				
1 Ownership	Was the entire Financed Facility own the entire Annual Period?	ned by the District during	☐ Yes ☐ No				
•	If answer above was "No," was a obtained prior to the transfer? If Yes, include a description of the a Bond File.	☐ Yes ☐ No					
	If No, contact Bond Counsel and ordinance in the Tax-Exempt Bond Fil						
	D : d + 1D : 1	. 64 5: 15 15					
2 Leases & Other Rights to Possession	During the Annual Period, was any paleased at any time pursuant to a lease more than 50 days?	☐ Yes ☐ No					
	If answer above was "Yes," was a obtained prior to entering into the least If Yes, include a description of the a Bond File.	e or other arrangement?	☐ Yes ☐ No				

If No, contact Bond Counsel and include description of ordinance in the Tax-Exempt Bond File.

Item	Question	Response						
3	During the Annual Period, has the management of all or any	☐ Yes						
Management	part of the operations of the Financed Facility (e.g., cafeteria,	☐ No						
or Service	early childhood program, gift shop, etc.) been assumed by or							
Agreements	transferred to another entity?							
	If answer above was "Yes," was advice of Bond Counsel	Yes						
	obtained prior to entering into the Management or Service Agreement?	□No						
	If Yes, include a description of the advice in the Tax-Exempt Bond File.							
	If No, contact Bond Counsel and include description of ordinance in the Tax-Exempt Bond File.							
-								
4 Other Use	Was any other agreement entered into with an individual or entity that grants special legal rights to the Financed Facility?	☐ Yes ☐ No						
	If answer above was "Yes," was advice of Bond Counsel obtained prior to entering into the agreement?	☐ Yes ☐ No						
	If Yes, include a description of the advice in the Tax-Exempt Bond File.							
	If No, contact Bond Counsel and include description of ordinance in the Tax-Exempt Bond File.							
5 Arbitrage & Rebate	Have all rebate and yield reduction calculations mandated in the Federal Tax Certificate been prepared for the current year?	☐ Yes ☐ No						
	If No, contact Rebate Analyst and incorporate report or include description of ordinance in the Tax-Exempt Bond File.							
Bond Compliance Officer: Date Completed:								

EXHIBIT E

SAMPLE FINAL WRITTEN ALLOCATION

CHAMPAIGN-URBANA MASS TRANSIT DISTRICT Champaign County, Illinois

\$10,000,000 CAPITAL FACILITIES NOTES, SERIES 2022

Final Written Allocation

The undersigned is the Bond Compliance Officer of the Champaign-Urbana Mass Transit District, Champaign County, Illinois (the "District") and in that capacity is authorized to execute federal income tax returns required to be filed by the District and to make appropriate elections and designations regarding federal income tax matters on behalf of the District. This allocation of the proceeds of the bond issue referenced above (the "Note") is necessary for the District to satisfy ongoing reporting and compliance requirements under federal income tax laws.

Purpose. This document, together with the schedules and records referred to below, is intended to memorialize allocations of Note proceeds to expenditures for purposes of §§ 141 and 148 of the Internal Revenue Code (the "Code"). All allocations are or were previously made no later than 18 months following the date the expenditure was made by the District or, if later, the date the "project" was "placed in service" (both as defined below), and no later than 60 days following the 5th anniversary of the issue date of the Note.

Background. The Note was issued on July 1, 2022 (the "Issue Date"), by the Issuer. The Note was issued in order to provide funds finance certain capital improvements benefiting the District (the "Project"). The Note was issued pursuant to an Ordinance of the Issuer. Proceeds of the Note were deposited to the Proceeds Account.

Sources Used to Fund Project Costs and Allocation of Proceeds to Project Costs. A portion of the costs of the Project was paid from sale proceeds of the Note and the remaining portion of the costs of the Project was paid from earnings from the investment of bond sale proceeds as shown on **Schedule 1** to this Final Written Allocation.

Identification of Financed Assets. The portions of the Project financed from Note proceeds (i.e., the "Financed Facility" referenced in the Federal Tax Certificate) are listed on page 1 of **Schedule 2** to this Final Written Allocation.

Identification and Timing of Expenditures for Arbitrage Purposes. For purposes of complying with the arbitrage rules, the District allocates the proceeds of the Note to the various expenditures described in the invoices, requisitions or other substantiation attached as **Schedule 2** to this Final Written Allocation. In each case, the cost requisitioned was either paid directly to a third party or reimbursed the District for an amount it had previously paid or incurred. Amounts received from the sale of the Note and retained as underwriters discount are allocated to that purpose and spent on the Issue Date. Amounts allocated to interest expense are treated as paid on the interest payment dates for the Note.

Placed In Service. The Project was "placed in service" on the date set out on **Schedule 2** to this Final Written Allocation. For this purpose, the assets are considered to be "placed in service" as of the date on which, based on all the facts and circumstances: (1) the constructing and equipping of the asset

has reached a degree of completion which would permit its operation at substantially its design level; and (2) the asset is, in fact, in operation at that level.

This allocation has been prepared based on statutes and regulations existing as of this date. The District reserves the right to amend this allocation to the extent permitted by future Treasury Regulations or similar authorities.

SCHEDULE 1 TO FINAL WRITTEN ALLOCATION

ALLOCATION OF SOURCES AND USES

[Insert Spreadsheet]

SCHEDULE 2 TO FINAL WRITTEN ALLOCATION

IDENTIFICATION OF FINANCED ASSETS DETAILED LISTING OF EXPENDITURES

[Insert Spreadsheet]



To: Board of Trustees

From: Karl Gnadt

Date: May 25, 2022

Subject: Developmental Services Center (DSC) Contract

- A. Introduction: It is a priority of the District to transport people who have mobility limitations. The provisions of the Americans with Disability Act (ADA) require that MTD insure service to individuals with mobility limitations and disabilities within the service area. Cooperative efforts between MTD and DSC to develop and expand the existing DSC bus service for their clients promotes efficient service, conserves capital investment and energy and assists both parties in achieving their goals of meeting the transportation needs of these persons with mobility limitations and disabilities.
- B. Recommended Action: Staff recommends that the Board authorize the Managing Director to execute the contract between MTD and DSC.
- C. Prior Trustee Action: The Board annually approves the contract term from July 1st to June 30th.
- D. Summary: MTD is able to use Downstate Operating funds to pay for 65% of the total DSC transportation cost. The remaining 35% is paid by DSC. The District would be required to provide this service if DSC discontinued it.

CONTRACT BETWEEN DEVELOPMENTAL SERVICES CENTER AND THE CHAMPAIGN-URBANA MASS TRANSIT DISTRICT

This contract, effective this 1st day of July 2022, is made by and between the Developmental Services Center, a not-for-profit corporation of the State of Illinois ("DSC"), and the Champaign-Urbana Mass Transit District ("MTD").

WHEREAS, the MTD is a local mass transit district created under the authority of the Local Mass Transit District Act (70 ILCS 3610/3) to serve the mass transportation needs of the Urbana and Champaign communities; and

WHEREAS, although it has been a long-term priority of the MTD to serve persons who are mobility-limited, the provisions of the Americans with Disabilities Act now require that the MTD ensure service to mobility-limited disabled persons is available in its entire service area; and

WHEREAS, DSC has in place, a program under which it provides bus services to mobility-limited disabled clients of DSC; and

WHEREAS, both parties believe that additional cooperative efforts between the MTD and DSC in further developing and expanding the existing DSC bus service for mobility-limited disabled clients would promote efficient service, conserve capital investment and energy, and assist both parties in achieving their goals of meeting the transportation needs of the mobility-limited disabled persons; and

WHEREAS, it is the purpose of this Agreement to partially discharge the requirements of the MTD under the ADA to serve the needs of all mobility-limited disabled persons in the Urbana and Champaign communities by providing a capacity grant to DSC to partially offset the cost of routes and schedules set forth below;

NOW THEREFORE, the parties hereto, in consideration of the promises and covenants between them hereinafter made and entered into, mutually agree, according to the following terms and conditions set forth, as follows:

- 1. DSC will provide regular bus service for disabled mobility-limited persons over routes established by the MTD. At the time of the execution of this contract, the routes and schedules are set forth in Attachment 1 hereto, and such routes and schedules are hereby approved by the MTD. The routes and schedules, however, are subject to revision by the MTD and DSC provided that the proper consultation takes place between both parties.
- 2. The MTD shall pay DSC an annual amount of \$528,879 for the services provided by DSC under the terms of this Agreement upon invoice submitted to the MTD, 1101 East

University Avenue, Urbana, Illinois, payable in 12 equal installments on the 1st of each month commencing on the 1st day of July 2022.

- 3. DSC will pay over to the MTD on the 10th day of the month following the month in which fares collected, if any, the full amount of fares collected from all persons utilizing the services provided by DSC under this Agreement, plus any amount necessary to bring such payment up to 1/12 of the guaranteed of DSC to the MTD of fares collected. The DSC guarantees to the MTD payments under this paragraph annually shall amount to \$185,108. The DSC guaranteed annual payment will be adjusted according to the rate of reimbursement that the MTD receives from the State of Illinois.
- 4. DSC will provide to the MTD a monthly ridership/usage report by the 15th of the month following the month reported on. DSC will also supply to the MTD, as required, any other relevant information requested by the MTD regarding ridership and other operating data.
- 5. DSC shall comply with Drug Free Workplace Act of 1988 as well as 49 CFR Part 40 and Part 655, as amended.
- 6. DSC shall purchase and maintain the necessary equipment and employ the necessary labor to operate the bus service described in this Agreement. Purchases shall be coordinated as feasible with the MTD so as to conform with applicable regulations and to maximize efficiency and savings. The MTD shall not have any control or supervision over the drivers of the buses used in said service. The drivers shall be employed by DSC and shall constitute DSC's employees only and shall not constitute agents or employees of the MTD and shall be subject solely to DSC's supervision and control.
- 7. DSC agrees to continue to maintain in force insurance with the following minimum coverage:

General Liability, \$1,000,000 per occurrence, \$2,000,000 Aggregate; Automobile, Comprehensive and Collision; Automobile Liability, \$1,000,000; Umbrella Liability, \$1,000,000 per occurrence, \$1,000,000 Aggregate; Worker's Compensation, \$100,000 per accident.

DSC agrees to add MTD as an additional insured for DSC provided service only and to provide a Certificate of Insurance indicating the above coverage.

- 8. This Agreement shall continue each year unless either party serves notification of their intent to terminate this Agreement sixty (60) days prior to the Agreement termination date. Such continuance may be subject to changes in this Agreement as may be mutually agreed upon.
- 9. The parties each recognize that in the performance of this Agreement they may encounter unforeseen obstacles and difficulties that would make continuation under this Agreement difficult or impossible and it may thus be best to terminate this Agreement if the parties cannot agree on the necessary amendments to accommodate the problem. Thus, if

either party finds that the imposition of regulations or requirements of any kind or nature by the federal, state or local governments make the contractual relationship under this Agreement more expensive or difficult than it is worth, or if a disagreement arises regarding the correct interpretation or application of this Agreement and such dispute is not resolved to the mutual satisfaction of the parties, either party can terminate this Agreement by serving written notice on the other party, to be effective on the last day of the month following the month in which such notice is served. If this Agreement is terminated pursuant to this paragraph, the financial obligation of the parties to each other will be settled according to equitable principles of accounting.

10. Each party represents to the other that executing this contract has been properly authorized by its governing body.

CHAMPAIGN-URBANA MASS TRANSIT DISTRICT	DEVELOPMENTAL SERVICES CENTER
BY: MANAGING DIRECTOR	BY:CHIEF EXECUTIVE OFFICER
Attest:	Attest:
BY:	BY:
DATED:	DATED:

Attachment 1

CRA #1 (R CRA #2 (K CRA #3 (G CRA #4 (H CRA #5 (J) CRA #6 (T CRA #7 (C CRA #8 (F) CRA #9 (D) PHILO 6 veh VOC 4 Vans CDS Main 4 veh

ACTUAL GOOTO.	Willie	Bob	Sarah	John	Crystal	Wayne		010-1111	. 010-1112 (11	010-100	, 010-11-1	0,04,40	,010-110 (1	01174 117 (0	O(1,7	, Olto-	(II)	20 0		OO 4 Van	, 000		
Wages			\$ 34,241		-	•		\$ 6,032	\$ 6,032	\$ 6,032	\$ 6,032	\$ 6,032	\$ 6,032	\$ 6,032	\$ 6,032	\$	6,032	\$ 18	096 \$	18,096	\$	9,048	
Taxes / Benefits	\$ 9,587	\$ 9,587	\$ 9,587	\$ 9,587	\$ 9,587	\$	9,587	\$ 1,689	\$ 1,689	\$ 1,689	\$ 1,689	\$ 1,689	\$ 1,689	\$ 1,689	\$ 1,689	\$	1,689	\$ 5	067 \$	5,067	\$	2,533	
Fuel	\$ 6,269	\$ 7,029	\$ 8,437	\$ 7,925	\$ 8,073	\$	3,991	\$ 1,780	\$ 2,904	\$ 1,654	\$ 769	\$ 3,834	\$ 1,509	\$ 2,064	\$ 1,339	\$	991	\$ 5	826 \$	3,559	\$	1,396	
Maintenance	\$ 10,229	\$ 4,050	\$ 6,715	\$ 690	\$ 1,714	\$	401	\$ 225	\$ 6,448	\$ 351	\$ 979	\$ 883	\$ 68	\$ 4,368	\$ 800	\$	302	\$ 4	897 \$	1,532	\$	3,303	
Insurance	\$ 1,907	\$ 1,369	\$ 1,369	\$ 1,426	\$ 1,225	\$	2,541	\$ 873	\$ 1,181	\$ 1,109	\$ 1,225	\$ 1,193	\$ 1,369	\$ 1,055	\$ 1,109	\$	1,213	\$ 7	038 \$	4,466	\$	4,785	
Transportation Manager	\$ 7,814	\$ 7,814	\$ 7,814	\$ 7,814	\$ 5,824	\$	5,457																
Admin. Expense @ 9%	\$ 6,304	\$ 5,768	\$ 6,135	\$ 5,552	\$ 5,460	\$	5,060	\$ 954	\$ 1,643	\$ 975	\$ 962	\$ 1,227	\$ 960	\$ 1,369	\$ 987	\$	920	\$ 3	683 \$	2,945	\$	1,896	
DIRECT COSTS:	\$ 76,351	\$ 69,859	\$ 74,297	\$ 67,235	\$ 66,124	\$	61,277	\$ 11,553	\$ 19,897	\$ 11,810	\$ 11,657	\$ 14,858	\$ 11,627	\$ 16,577	\$ 11,956	\$	11,147	\$ 44	607 \$	35,665	\$	22,962	
Administrative Expense @ 7%																							
FY 2023 ADJUSTMENTS:																							
COLA @ 3% for drivers	\$ 1,027	\$ 1,027	\$ 1,027	\$ 1,027	\$ 1,027	\$	1,027	\$ 181	\$ 181	\$ 181	\$ 181	\$ 181	\$ 181	\$ 181	\$ 181	\$	181	\$	543 \$	5 543	\$	271	
10% increase in fuel cost	\$ 627	\$ 703	\$ 844	\$ 793	\$ 807	\$	399	\$ 178	\$ 290	\$ 165	\$ 77	\$ 383	\$ 151	\$ 206	\$ 134	\$	99	\$	583 \$	356	\$	140	
TOTAL COSTS (PROJECTED):	\$ 78,005	\$ 71,589	\$ 76,168	\$ 69,055	\$ 67,959	\$	62,703	\$ 11,912	\$ 20,369	\$ 12,156	\$ 11,915	\$ 15,423	\$ 11,958	\$ 16,965	\$ 12,271	\$	11,427	\$ 45	732 \$	36,564	\$	23,373	
INTOWN USAGE:	25%	100%	100%	100%	100%)	25%	100%	100%	100%	100%	100%	100%	100%	100%	6	100%		80%	80%	6	80%	
TOTAL TOWN USAGE COST:	\$ 19,501	\$ 71,589	\$ 76,168	\$ 69,055	\$ 67,959	\$	15,676	\$ 11,912	\$ 20,369	\$ 12,156	\$ 11,915	\$ 15,423	\$ 11,958	\$ 16,965	\$ 12,271	\$	11,427	\$ 36	586 \$	3 29,251	\$	18,699	
SUMMARY OF USAGE COSTS:																							
AMOUNT FOR CONTRACT:								9.48% inc	rease		AMOUNT	FOR FY 20	23 CONTRA	ACT:							\$	528,879	

FY 22 contract 483,077

DSC-MTD FY 2023 SUMMARY ACTUAL COSTS:

BUS #45 BUS #59 BUS #58 BUS #12 BUS #36 BUS #26

MANAGING DIRECTOR EMPLOYMENT CONTRACT (JULY 1, 2022 – JUNE 30, 2032)

THIS CONTRACT (sometimes referred to as "Agreement") is made and entered into by and between KARL GNADT (hereinafter sometimes referred to as GNADT and sometimes as "the Managing Director") and the CHAMPAIGN-URBANA MASS TRANSIT DISTRICT, a municipal corporation (hereinafter referred to sometimes as the MTD and sometimes as "the District") by its Board of Trustees (hereinafter referred to sometimes as the BOARD).

WHEREAS, the Board of Trustees of the MTD is authorized pursuant to 70 ILCS 3610/4 and 3610/5 to enter into contracts on behalf of the MTD and to appoint and fix the salary of a Managing Director; and

WHEREAS, GNADT has been employed by the District continuously since January 9, 1995, and as Managing Director of said District continuously since July 1, 2014; and

WHEREAS, GNADT and the MTD are desirous of entering into a new contract beginning July 1, 2022 through June 30, 2027, with an option to renew until June 30, 2032, replacing in its entirety the contract dated July 1, 2017 through June 30, 2022, as amended, which will enable the MTD to provide effective and efficient service through its Management;

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions, and terms contained in this Agreement, the parties agree as follows:

SECTION 1. DUTIES AND RESPONSIBILITIES:

- (a) MTD agrees to employ GNADT as Managing Director and GNADT hereby accepts such employment upon the terms and conditions set forth in this Agreement.
- (b) GNADT shall perform in good faith, and to the best of his ability, the duties and responsibilities of Managing Director. As such, GNADT shall maintain his office at the headquarters of the MTD, shall have general supervision and management of the affairs of the MTD under the direction of the BOARD, and shall perform such other duties as may be assigned from time to time by the BOARD. As Managing Director, GNADT shall provide service which shall include (but is not limited to) the following executive and administrative duties: employment and supervision of personnel; supervision of the rate and fare structures of the transit system; operation of a driver safety program; supervision over the maintenance and replacement of equipment; supervision of the acquisition of parts, fuel, and all other supplies; supervision of the negotiation of labor agreements, if applicable; supervision of the overall planning, governing, scheduling and routing of the bus lines of the transit system; supervision of the planning of the shop and garage layout; supervision of the public relations and sales promotion programs; supervision of the preparation and maintenance of books, records, including monthly statements; supervision of the MTD budget; analysis of the financial and other matters pertaining to the MTD's operations; development of plans for the improvement of the transit system in Champaign-Urbana and surrounding areas; development of urban mass transportation improvement and the development of programs in accordance with MTD's objectives and the requirements of the Federal Urban Mass Transportation Act of 1964, as amended, and grants authorized by the State of Illinois.

- (c) MTD shall employ sufficient operating, maintenance, and administrative personnel to permit the transit system to operate with maximum efficiency, consistent with its responsibilities under the statutes and consistent with sound fiscal and management practices. GNADT shall be responsible for the implementation of policies to achieve the objectives of the BOARD. To this end, GNADT shall be responsible for the hiring of employees, assignment of duties to employees, allocating the amount of specific compensation to be paid employees and staff once the BOARD has generally allocated funds for such use; imposition of disciplinary measures upon employees and the discharge of employees, it being understood that the responsibility of the Managing Director in the premises with regard to employees who may be subject to any collective bargaining agreement between said employees and MTD must be exercised in accordance with the provisions of such collective bargaining agreement, if applicable.
- (d) All duties and responsibilities exercised hereunder by GNADT shall be subject to the supervision and control of the BOARD. Every month GNADT shall furnish the BOARD with an operating statement, ridership data, accounts payable/cash disbursements, statistical summary, and other such reports as may be requested, together with periodic recommendations for the achievement of the MTD's goals and objectives; GNADT shall work to insure adequate dissemination of information and directives, adequate development and improvement of the transit system and insure that adequate records and reports are issued to evaluate the performance of the transit system. GNADT shall work with interested civic, public and private organizations toward the development and improvement of the transit system and related facilities and, to that end, shall attend national, regional, and local conferences and meetings as well as maintain his membership in good standing with the American Public Transportation Association and the Illinois Public Transportation Association. In the event of disagreement between GNADT and the BOARD, the recommendations of GNADT shall be considered by the BOARD, but the final decision shall be made by the BOARD.

SECTION 2. PROVISION FOR OUTSIDE ACTIVITIES:

GNADT shall devote his time, energies, interests, and abilities to performance of his duties and responsibilities as Managing Director, provided, however that GNADT shall be free to engage in teaching, lecturing, and consulting work on his own account on his own time (such as vacation time) and for his own benefit provided such activities shall not interfere with the discharge of his responsibilities under this Contract. GNADT shall, prior to engaging in such activities, promptly report to the BOARD in writing of any such activities.

SECTION 3. TERM OF EMPLOYMENT:

- (a) Subject to the provisions of termination set forth in Section 5 of this Agreement, titled "TERMINATION OF AGREEMENT," the initial term of GNADT's employment under this Agreement shall begin July 1, 2022, and end June 30, 2032. GNADT may exercise an option to continue under the term of this Agreement to June 30, 2032 as outlined in Section 3(b) below.
- (b) Before April 30, 2027, GNADT shall have the option to continue under the terms of this Agreement until June 30, 2032. GNADT shall notify the Board of his decision to exercise this option no later than April 30,2027. Should GNADT exercise this option to extend the term of this Agreement, the Board and GNADT will negotiate a base salary to begin July 1, 2027. Under no circumstances will said salary be less than 3.0% of the previous year. Upon notice of GNADT's decision to exercise said option, MTD will engage an outside third party selected by the Board and GNADT to complete a compensation

study of mass transit districts' chief executive officer or managing director (whichever title may be appropriate) positions. Any additional increase in compensation above 3.0% will be based on the results of the compensation study. Peer comparables will be determined based on factors including, but not limited to, population size, location, budget, and ridership numbers.

(c) No amendments or extensions, other than GNADT's option to extend the Agreement, shall be effective unless mutually agreed upon.

SECTION 4. COMPENSATION:

As compensation for services rendered to the MTD during the term of this Agreement:

- (a) GNADT shall be paid beginning July 1, 2022, a base annual salary of one hundred ninety-five thousand dollars (\$195,000); and
- (b) Beginning on each subsequent July $\mathbf{1}^{\text{st}}$ of this Agreement, including any extension of the initial term, GNADT shall be paid a new base annual salary determined by increasing his base salary the preceding year by 3.0%; and
 - (c) GNADT's salary shall be paid in accordance with regular MTD payroll procedures.

SECTION 5. TERMINATION:

This Agreement may be terminated by a written resolution of the BOARD duly adopted by the affirmative vote of at least 2/3rd of all the members of the BOARD then holding office by any of the following methods:

- (a) A written resolution approving a mutual written agreement of termination signed by GNADT and Chair of the BOARD.
- (b) A written resolution removing GNADT as Managing Director for unsatisfactory performance; provided that preceding the adoption of the resolution:
 - (1) A majority of the BOARD has rated the overall performance of GNADT as unsatisfactory, such ratings utilizing the same rating criteria as utilized in the annual evaluation set forth in Section 8, and:
- (2) GNADT has been given written notice to cure the performance problem and a time period of at least one hundred and eighty (180) days to do so, and the BOARD finds the performance problem so cited still persists; and:
- (3) GNADT is given a hearing before the BOARD prior to the vote on the written resolution of termination, at which hearing GNADT, at his sole discretion, may be represented by legal counsel. GNADT shall have the opportunity to speak during the hearing. The decision of the Board shall be final and binding.
- (c) A written resolution removing GNADT as Managing Director for just cause, including but not limited to willful malfeasance, gross negligence, acts of dishonesty, acts of moral turpitude,

conviction of the crime of "official misconduct," or for misconduct as defined by the Government Severance Pay Act, 5 ILCS 415 et al., all of which acts shall be defined as "just cause," provided that preceding the adoption of the resolution:

- (1) GNADT has been given written notice of the "just cause" reason for termination thirty (30) days or more before the written resolution is to be considered by the BOARD; and
- (2) GNADT is given a hearing before the BOARD prior to the vote on such a written resolution of termination, at which hearing GNADT, at his sole discretion, may be represented by legal counsel. GNADT shall have the opportunity to speak during the hearing.
- (d) A written resolution of the BOARD removing GNADT as Managing Director without cause.
- (e) A written resolution removing GNADT as Managing Director due to his permanent disability which makes him unable to perform his duties and responsibilities because of sickness, accident, injury, mental incapacity, or health for a period of twelve (12) successive months.
- (f) By a written resolution accepting the resignation of GNADT, provided, unless the parties agree otherwise in writing, GNADT shall give ninety (90) days' notice in writing of his intent to resign.
 - (g) By death of GNADT.

SECTION 6. COMPENSATION AFTER TERMINATION:

- (a) If this Agreement is terminated in accordance with Section 5(a), then the severance to be paid to GNADT shall be as agreed to by the parties in the termination agreement, but in no event will the total severance exceed an amount greater than the equivalent of 20 weeks of compensation or the amount set forth in the Government Severance Pay Act, 5 ILCS 415/1 et al.
- (b) If this Agreement is terminated in accordance with Section 5(b) for unsatisfactory performance, the MTD shall pay GNADT, at the time of termination, severance in an amount determined by the Board, but no greater than 20 weeks of compensation or the amount set forth in the Government Severance Pay Act, 5 ILCS 415/1 et al.
- (c) If this Agreement is terminated in accordance with Section 5(c) for just cause, all obligations to GNADT under this Agreement shall cease as of the effective date of termination. If this Agreement is terminated due to misconduct as defined in the Government Severance Pay Act, the MTD shall be specifically prohibited from paying GNADT severance pay as defined by Section 5 of the Act.
- (d) If this Agreement is terminated in accordance with Section 5(d) without cause, GNADT shall be paid all salary and benefits due under this Contract for the remaining term of this Agreement, but not to exceed the equivalent of 20 weeks of compensation or the amount set forth in the Government Severance Pay Act, 5 ILCS 415/1 et al. GNADT may, if requested by the Board, enter into a written agreement for consulting services. Such an agreement would require GNADT to be available for consulting for 20 hours a month for up to 18 months following termination. As consideration for this consulting, GNADT shall be paid \$6,000 per month for the term of the consulting agreement. Any

such consulting agreement must comply with all applicable laws and regulations, including those set forth by the Illinois Municipal Retirement Fund.

- (e) If this Agreement is terminated in accordance with Section 5(e), GNADT shall receive the benefits generally provided to other salaried employees of the MTD.
- (f) If this Agreement is terminated in accordance with Section 5(f), the MTD shall have no obligation under this Agreement other than providing such benefits to GNADT as called for in this contract and as all other employees of the MTD would be entitled to upon resignation.
- (g) If this Agreement is terminated due to GNADT's death, the MTD agrees that all sums due to GNADT from the MTD at the time of death, including any deferred compensation, shall be paid to GNADT's estate or his heirs at law. Additionally, GNADT's spouse and dependent children shall have the right to purchase health insurance through the MTD's health insurance plan, for the maximum duration allowed by the MTD's health plan, but in any event not to exceed thirty-six (36) months following the date of GNADT's death or other length of time as allowed by the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

SECTION 7. OTHER BENEFITS AND CONDITIONS OF EMPLOYMENT:

GNADT shall be entitled to and receive those conditions and benefits of employment which are available generally to all other salaried employees of the MTD unless the condition or benefit is specifically outlined, covered and addressed in this Agreement. If the same condition or benefit is contained, outlined or addressed in both this Agreement and the personnel policies of the MTD, the terms of this Agreement supersede said personnel policies. The BOARD shall also provide GNADT the following:

- (a) Reimbursement for reasonable and necessary business expenses incurred in the performance of the duties and responsibilities set out in this Agreement, provided such expenses are properly receipted, reviewed, and approved under policies approved by the BOARD.
- (b) Car allowance in the amount of six hundred dollars (\$600.00) per month net after taxes and IMRF are deducted. If, in April 2027, the parties exercise the option to extend this Agreement to June 30, 2032, the car allowance will be adjusted to seven hundred dollars (\$700.00) per month beginning July 1, 2027.
- (c) \$200,000 term life insurance to be assigned to the beneficiary of GNADT'S choice and \$200,000 term life insurance with the MTD as beneficiary. The premium for each will be paid by the District. Any additional IMRF contribution and any applicable taxes that are chargeable to GNADT by reason of the District making the payment of the premium for such insurance shall all be reimbursed to GNADT by the District on an annual basis. This benefit of life insurance is in place of and not in addition to the life insurance provided to other MTD employees.
- (d) Deferred compensation will be paid each year to GNADT in addition to the compensation listed in SECTION 4. This amount will be adjusted every year to the maximum allowed under provisions of the 457 Deferred Compensation Plan and any amount deferred shall be considered an employee contribution. Any amount allowed under this provision can also be taken by GNADT as salary. Should GNADT take any deferred compensation as salary, GNADT is then prohibited from

exercising any deferred compensation benefits he may have been entitled to under the MTD's salaried personnel policies, including but not limited to a matching employer contribution. MTD's contribution will be limited to the maximum amount allowed under the provisions of 457 Deferred Compensation Plan, currently \$20,500.00 per year, and the maximum "catch up" amount, currently \$6,500.00.

(e) Once each year during the term of this Agreement, GNADT shall undergo a physical examination performed by a licensed physician of his choice to verify that he is able to perform the essential functions of his position with or without reasonable accommodations. The District shall pay any reasonable costs for such physical examination that are not covered by medical insurance.

SECTION 8. PERFORMANCE STANDARDS AND ANNUAL EVALUATION:

For each calendar year the BOARD shall review and evaluate GNADT's performance using criteria mutually developed and agreed upon between the BOARD and GNADT. If new criteria are not mutually agreed upon before the start of the calendar year being evaluated, the evaluation criteria used for the preceding calendar year shall be used, subject to any modifications mutually agreed to by the BOARD and GNADT. As part of each annual performance evaluation, BOARD members shall indicate whether the overall performance of GNADT as Managing Director exceeded expectations, met expectations, or was unsatisfactory. Where a board member rates the performance as unsatisfactory, the board member also must describe the performance problems and suggest ways in which the problems might be cured. Individual ratings shall be tabulated to document whether a majority of the BOARD rated the Managing Director's overall performance as (a) meeting or exceeding expectations, or (b) unsatisfactory. Each written evaluation provided by Board members shall be provided to GNADT anonymously. GNADT will have an opportunity to discuss the evaluations with the BOARD members.

SECTION 9. INDEMNIFICATION:

MTD shall defend GNADT from any and all actions, causes of action, lawsuits, damages and claims, and indemnify for all costs or expenses, judgments or settlements, and attorney's fees arising out of GNADT's duties and functions as Managing Director. This section shall not apply to gross negligence, willful or wanton conduct, or criminal activities of GNADT. Nor shall it apply to any legal action between the parties to this Agreement. Indemnification shall survive the termination or expiration of this Agreement.

SECTION 10. OTHER TERMS AND CONDITIONS:

- (a) Any notice to MTD under this Agreement shall be furnished in writing by GNADT to the Chair of the Board, Champaign-Urbana Mass Transit District, 1101 East University Avenue, Urbana, Illinois, 61802. Any notice to GNADT under this Agreement shall be furnished in writing by MTD to GNADT, 2212 Pond Street, Urbana, Illinois 61801 (or any other address GNADT provides in writing to MTD's Human Resources Department). Any such notices must be sent by first class U.S. certified mail or delivered in person by messenger.
- (b) This Agreement represents the entire Agreement between the Parties and supersedes any prior agreements or understandings whether oral or written.
- (c) This Agreement cannot be changed or terminated orally and may be modified only by a written agreement executed by both Parties.

	(d)	This Agreement is personal to G	SNADT a	nd cannot be assigned to any other person.
_	y's fees,	n action based on a breach of th	is Agree	al proceedings to enforce any provision of this ment, the prevailing party shall recover its ther award made to the prevailing party in law or
				nstrued, and applied according to the laws of the o or may be administered in such a manner to
day of		NESS WHEREOF, the under	rsigned	executed this Agreement on the <u>25th</u>
				PAIGN-URBANA TRANSIT DISTRICT,
			BY:	CHAIR, BOARD OF TRUSTEES
			BY:	KARL P. GNADT MANAGING DIRECTOR
ATTES	ST:			
SECRI	ETARY			
APPRO'	VED AS 1	O FORM:		
MTD A	TTORNE	(



To: Board of Trustees

From: Evan Alvarez, Special Services Manager

Date: May 25, 2022

Subject: Updates to Long-term Intergovernmental Agreement between Champaign County and

Champaign-Urbana Mass Transit District (MTD) between July 1, 2022 and June 30, 2023

A. Introduction – To ensure the continued transportation services of the Champaign County Area Rural Transit System (C-CARTS) through June 30, 2023.

- **B.** Recommended Action: Staff recommends approval of the attached Intergovernmental Agreement (IGA) between Champaign County (RPC) and MTD by authorizing the Managing Director to sign the IGA and lease agreement on behalf of MTD.
- C. Background: This IGA would continue the relationship between MTD and CCARTS that has been in place since October 2014. It accounts for the leasing of office and parking space, rates for the use of MTD staff time, and assigns responsibilities for administrative and regulatory tasks. The updated agreement outlines all of these items much like the previous agreements, with two exceptions:
 - a. The formula used to calculate maintenance costs has been modified to more accurately reflect the labor and parts costs within the Maintenance Department;
 - b. The length of the agreement is for one year instead of two, as the results of the upcoming compensation study makes it difficult to forecast cost beyond this year.

This agreement is on the agenda for the County Board's May 19th meeting.

D. Alternatives – advantages/disadvantages: If not approved, the current agreement will expire on June 30, 2022 and MTD would no longer operate C-CARTS at that time.

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE COUNTY OF CHAMPAIGN

AND

CHAMPAIGN URBANA MASS TRANSIT DISTRICT

PREAMBLE

WHEREAS, the County of Champaign ("County") and the Champaign-Urbana Mass Transit District ("MTD") support the access to, and availability of, public transportation in rural Champaign County through grant funding allocated by the Illinois Department of Transportation – Office of Intermodal Project Implementation ("IDOT-OIPI") Non-Metro Area Transportation Operating, Operating Capital and Administrative Assistance ("Section 5311") (49 USC § 5311), and Downstate Public Transportation Operating Assistance ("Downstate") Grant Agreement;

WHEREAS, the County and MTD understand the advantages of governmental cooperation to promote improved access to and availability of public transportation;

WHEREAS, the County has certain assets which may be used by MTD in its provision of public transportation in the County of Champaign;

WHEREAS, the County as legal recipient for Section 5311 and Downstate Operating Assistance funds, designates oversight responsibilities of rural public transportation funding within Champaign County to its Regional Planning Commission ("RPC"), specifically the Program Compliance and Oversight Monitor (PCOM);

WHEAREAS, Champaign County Area Rural Transit System (C-CARTS) is the program name under which rural public transportation is provided within Champaign County; and

WHEREAS, MTD and the County are empowered to enter into intergovernmental agreements pursuant to the provisions of Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, et. seq.

Now, THEREFORE, in consideration of the mutual agreements contained herein, it is agreed between the County and MTD as follows:

- I. <u>Incorporation of Recitals.</u> The Preamble Recitals of this Intergovernmental Agreement ("Agreement") are hereby adopted and incorporated as if fully set forth herein.
- **II.** <u>Limitations.</u> This Agreement shall not limit or supersede any specified Grant Agreement funding requirements executed between the County and IDOT-OIPI.
- III. Representations and Compliance with the Intergovernmental Cooperation Act.

 The County and MTD hereby represent on their behalf as follows:
 - **A.** Each is a public agency as defined in 5 ILCS 220/2 (Intergovernmental Cooperation Act).

- **B.** The scope of this Agreement relates to the performance of governmental services, activities or undertakings, which the agencies entering into this Agreement are authorized by law to perform.
- C. The respective governing bodies of each party named here have approved and authorized this Agreement as well as performance activities set forth herein. Each party acknowledges and represents that it has the legal power, right, and authority to enter into this Agreement and to perform the duties and obligations contemplated hereby.
- **D.** This Agreement fully sets forth the purposes, powers, rights, objectives, and responsibilities of the contracting parties with respect to the subject matter hereof.

IV. <u>Powers, Rights, and Responsibilities of the County.</u>

- **A.** The County shall lease to MTD vehicles awarded to Champaign County for rural public transportation purposes, which are specified within the IDOT-OIPI Grant Agreement, pursuant to Applications made by the County under Section(s) 5310 and 5311 of the Urban Mass Transportation Act of 1964, as amended.
- **B.** After other transportation related assets are procured through IDOT-OIPI or other agencies for Champaign County rural public transportation services, the County shall have the option to lease those items to MTD through a leasing agreement.
- **V.** <u>Powers, Rights, and Responsibilities of RPC.</u> The RPC shall provide transportation services oversight on behalf of the County by:
 - **A.** Facilitating the Champaign County Rural Transit Advisory Group ("RTAG"), a subcommittee of the County's Board as described in the adopted bylaws. In doing so, will ensure that the subcommittee is in compliance with the Illinois Open Meetings Act (5 ILCS 1201 et seq.);
 - **B.** Maintaining Champaign County copies of current MTD service operation and vehicle maintenance policies;
 - C. Collecting MTD transportation service reports that include all data such as trip denials, public complaints, and fiscal information and periodically verifying accuracy of reports along with associated service policies and practices; and
 - **D.** Preparing quarterly and annually transportation service reports to be presented to the RTAG and the Champaign County Board.
 - **E.** Developing and updating a Public Transportation Service Plan.
 - F. Attending local coordination meetings and statewide training sessions.
 - **G.** Providing fiscal administration oversight on behalf of the County by:
 - Quarterly reviewing and approving state and federal requests for payment (from here forth referred to as "requisitions") to IDOT-OIPI;

- ii. Reviewing and keeping files on any grant related fiscal reports and records; and
- **iii.** Reviewing and approving any grant application materials prepared on behalf of Champaign County.
- **H.** Preparing the following sections of the Section 5311 grant application for each fiscal year:
 - i. Section I: Introduction
 - ii. Section II: Section 5311 Grant Application Checklist
 - iii. Section III: Uniform Application for State Assistance
 - iv. Section IV: Description of the Project
 - v. Section V: Grantee Information and Service Operators
 - vi. Section VI: Other Transportation Services
 - vii. Section VII: Public Transit Employee Protections
 - viii. Section VIII: Local Planning Efforts
 - ix. Section XI: Forms, Certifications and Assurances
 - x. Exhibit A: Title VI Questionnaire
 - xi. Exhibit C: Standard Certifications and Assurances
 - xii. Exhibit D: Board Resolution
 - xiii. Exhibit E: Special Section 5333(B) Warranty for Application to the Small Urban and Rural Program
 - xiv. Exhibit G: Applicant's Certification of Intent
 - xv. Exhibit H: Ordinance
 - xvi. Table 1: 5311 Proposed System Service Level
 - xvii. Attachment I: Map of Service Area
 - xviii. Attachment II: Documentation of Applicant's Effort to Involve the Private Sector
 - xix. Attachment VI: Certified Copy of Public Notice for Public Hearing
 - **xx.** Attachment VII: Copy of Minutes of Public Hearing in Support of the Application
- I. Preparing the following sections of the Downstate Operating Assistance Program (DOAP) grant application for each fiscal year:
 - i. Uniform Application for State Assistance
 - ii. Form OP-1: Cover Letter
 - iii. Form OP-2: Description of Applicant's Organization
 - iv. Form OP-3: Summary of Totals for Revenues and Expenses

- v. Form OP-6A Route Information
- vi. Form OP-6b & OP-6c: Vehicle Use & Passengers
- vii. Form OP-7: Purchase of Service and Subaward Contracts
- **J.** Preparing the following reports and documents for each fiscal quarter:
 - i. Disadvantaged Business Enterprise (DBE) Letter
 - ii. Charter Letter
 - iii. PCOM Quarterly Report
 - iv. Grant Funds Recovery Act (GFRA) Reports for Operating and Capital Grants
- **K.** Preparing the following year-end documents:
 - i. National Transit Database (NTD) Report (due August 1st)
 - ii. Non-DOAP Local Match Survey (due August 1st) Programmatic Risk Assessment
- L. Providing compliance and liability oversight on behalf of the County by:
 - i. Participating throughout the IDOT-OIPI's program review of MTD;
 - Maintaining vehicle titles and tracking all corresponding liability insurances purchased by MTD for vehicles owned by Champaign County; and
 - iii. Annually verifying compliance and vehicle maintenance practices are being followed by reviewing fiscal, service, and maintenance records. Additionally, RPC will communicate with IDOT-OIPI to ensure all compliance requirements are up to date and currently being met for any executed Grant Agreement.

For the above described oversight activities, the RPC will track oversight hours and related Champaign County administrative expenses and submit these to MTD on a monthly basis for inclusion in requisitions. Such expenses shall not exceed amounts provided for in the Grants for such expenses.

The RPC will retain the portion of funding submitted for oversight activities and will pass through all remaining administration as well as operating reimbursement to MTD within two weeks upon receipt of said grant funds.

VI. MTD Responsibilities.

- **A.** To the extent it has the legal authority; MTD shall provide rural public transportation in the County of Champaign, Illinois.
- **B.** MTD shall prepare on behalf of the County the following sections of the Section 5311 grant application for each fiscal year and submit application materials for RPC review and approval:

- i. Section IX: Project Cost and Revenue Proposal
- ii. Exhibit B: Proposed GATA and Exhibit B Budget for the fiscal year
- iii. Exhibit I: Non-Vehicle Capital Asset Inventory
- iv. Exhibit J: Vehicle Asset Inventory
- v. Attachment III: Organizational Chart for the Operator
- vi. Attachment V: Copy of Most Recent Audit & 5311 Annual Financial Report
- **C.** MTD shall prepare on behalf of the County the following sections of the DOAP grant application for each fiscal year and submit application materials for RPC review and approval:
 - i. Form 501: Operating Labor Summary
 - ii. Rural DOAP GATA Budget
- **D.** MTD shall prepare on behalf of the County the following documents and reports for each fiscal quarter and submit materials to RPC for review and approval:
 - i. Section 5311 Request for Payment
 - ii. Form OP-4: Itemization of Operating Revenues and Expenses
 - iii. DOAP Request for Payment
 - iv. Public Transit Account (PTA) Reconciliation
 - v. Periodic Financial Report (BOBS 2832)
- **E.** MTD shall prepare on behalf of the County the following year-end documents and reports for each fiscal year and submit materials to RPC for review and approval:
 - i. OP-9 Report: Labor & Operating Data (due August 1st)
 - ii. Final OP-10D (due August 1st)
 - iii. Section 5311 Audited Schedule of Revenue and Expenses (ASRE) (due December 31st)
 - iv. DOAP Audited Schedule of Revenue and Expenses (ASRE) (due December 31st)
- F. In order to operate rural public transportation services for the County of Champaign, Illinois, by entering into this Agreement, MTD shall be responsible for all current and future applicable state, federal, and/or funding program rules, requirements, and regulations listed below in Section VIII. Identification of Applicable Transportation Service Regulations, except as undertaken by the County and RPC in sections IV and V.
- **G.** When procuring goods and/or services with a combined value in excess of \$250,000, MTD shall make a genuine good faith effort to explore

- Disadvantaged Business Enterprises ("DBE") contracting opportunities to the greatest extent possible. In the event combined procured goods and/or services exceed \$250,000, MTD shall establish a DBE plan as federally required and amend this Agreement accordingly.
- H. MTD, as Champaign County's designated rural operator, shall ensure financial accountability by utilizing a third party independent auditor to conduct its annual fiscal and compliance audit. Audit schedules as required by IDOT shall support the operating and administrative costs claimed for reimbursement under the Section 5311 grant award. Audit documents will be forwarded to IDOT-OIPI upon completion according to a minimum federal contract and program requirements.
- I. It is the goal of Champaign County that all employee hiring, pay actions and advancements are made on the basis of merit.
 - i. MTD will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sexual orientation or disability. MTD in all solicitations or advertisements for employees placed by or on behalf of Champaign County; shall state that all qualified applicants will receive consideration for employment without regard for age, race, creed, color, national origin, ancestry, marital status, sexual orientation or disability.
 - ii. MTD will employ, promote and demote persons based on performance, qualifications and merit and will not discriminate in favor of the employment of relatives or family members. Relative or family member is defined as one of the following: spouse, parent, child, sibling, in-law, aunt, uncle, niece, grandparent, grandchild, or members of the same household. Should MTD employ, promote or demote a family member of an existing MTD employee, MTD will notify Champaign County's PCOM before the hire or promotion.
- J. MTD shall operate Champaign County rural public transportation services in compliance with any Grant Applications made on behalf of the County and/or Agreements between the County and IDOT-OIPI.
 - i. Between July 1st, 2022 and June 30th, 2023 Champaign County rural transportation services are subject to the requirements contained in Non-Metro Area Transportation Operating, Operating Capital and Administrative Assistance (49 USC § 5311) and Downstate Public Transportation Operating Assistance Grant Agreement;
 - **ii.** Therefore, the following Champaign County Rural Public Transportation Service Parameters <u>hereto are set forth below</u> unless amended.

VII. Champaign County Rural Public Transportation Service Parameters.

- **A.** <u>Minimum Service Days & Hours.</u> Barring natural disasters, unsafe weather conditions, mutually agreed upon holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day), and unforeseen reduction of available fleet size; MTD will operate Champaign County rural public transportation services with a minimum of five (5) vehicles Monday to Friday from 6:00 AM to 6:00 PM continuously between July 1st, 2022 and June 30th, 2023.
- **B.** Service Reporting & Approval. MTD shall provide RTAG quarterly and annually service reports as well as any grant applications for rural service made on behalf of the County or other agreements for rural service within Champaign County for review and approval. Quarterly, MTD shall provide all service data to RPC for performance evaluation. In the case of a temporary suspension of rural transportation services caused by emergency or unforeseen circumstances, RPC will be informed immediately. Except in case of an emergency or exigent circumstance, both MTD and RPC will agree in writing about the changes to rural transportation services before MTD implements such changes to the services.

C. Grant Funding & Local Match.

- i. Service contracts operating at the end of each fiscal year shall continue as a source of local match for the next fiscal year. However, to make a good faith effort to be a sustainable rural transit system with diverse local match sources and in an effort to obtain the maximum federal and state funding, RPC staff and MTD staff will work together to seek a diverse mix of local match funding sources. RPC staff will twice a year identify potential sources of local match revenue currently not being sought by MTD, and work with MTD to develop a strategy to access these other local funds. MTD will be responsible for providing all cost estimates associated with the development of any service contracts.
- ii. MTD is expected to monitor the grant funding spend down on a monthly basis and to provide a quarterly status report to RTAG and RPC on how fiscal operations are progressing. If at any time the Downstate funding is unexpectedly discontinued or if the expenses of the system far outpace the availability of federal, state, and local match funding, MTD shall submit a 90-day notice of service reductions or termination of transportation services, in order to operate within the funding limitations as budgeted in the grant application.
- D. Quarterly Expenditures and Requisitions. In accordance with Grant Agreements between IDOT-OIPI and Champaign County for rural public transportation services, for each quarter MTD transportation expenditures shall not exceed 25% of all awarded grant funds for rural public transportation (i.e. Section 5311 and IL Downstate Operating Assistance Program). In the event unanticipated expenditures result in a quarterly requisition going over said ceiling amount, MTD shall notify RPC in writing, no

later than two weeks after charges have been incurred, to explain the overages, how the remaining year operations will be covered, and request an approved exception for the particular quarter. RPC shall monthly provide MTD a copy of all oversight administrative services performed as well as all documentation required by MTD Auditor, MTD shall quarterly prepare and submit to RPC the requisitions along with any other IDOT-OIPI and/or County required documentation. MTD shall ensure the eligibility of all expenditures within the prepared requisition. MTD shall make available to RPC staff any applicable fiscal documentation necessary to review accuracy of the requisitions to be submitted. RPC will review the submitted requisitions for accuracy and the County's Authorized representative will approve and sign said requisitions to be sent to IDOT-OIPI for payment. RPC will submit the requisitions and other documentation to IDOT-OIPI and will maintain a copy of each requisition for the County's records. Such submittal shall be made by RPC within seven (7) days after MTD has provided RPC with any documents requested by RPC.

- E. Rolling Stock Lease Agreement. MTD will lease rolling stock from Champaign County to operate the rural public transportation services in Champaign County for \$1 per year per vehicle as available. Refer to Vehicle Lease Agreement between County of Champaign, Illinois and Champaign Urbana Mass Transit District for additional terms and conditions.
- F. Office and Vehicle Storage Lease Agreement. Champaign County will lease office space and indoor/outdoor vehicle storage from MTD as set forth in the Lease Agreement between County of Champaign, IL and Champaign Urbana Mass Transit District, included in this IGA as an addendum.
- G. Vehicle Maintenance. MTD shall provide for leased vehicle preventative and comprehensive maintenance in compliance with all federal, state, and/or funding program requirements by following IDOT-OIPI compliant vehicle maintenance plan and policies. MTD shall track maintenance costs of vehicles used for Champaign County rural transportation services separately. Maintenance costs tracked separately for the appropriate Champaign County rural public transportation services are eligible expenditures under requisitions for Champaign County FY2021 FY2023 Downstate Operating Assistance Program Grant Agreements and are reimbursed to MTD upon receipt of DOAP funds. MTD shall ensure compliance of vehicle maintenance as required under federal regulations and funding program requirements. MTD shall keep comprehensive maintenance records and have these records annually available for RPC oversight. Cost parameters for vehicle maintenance include:
 - i. MTD will perform all preventative maintenance, mechanical repair work, body shop work, and road calls requested at the actual hourly rate needed for the work. The FY2023 hourly rate for all services is \$62.70.
 - ii. MTD will charge the cost of any required parts at current pricing.

- **iii.** The hourly rate for service is \$62.70 in FY2023. MTD will reconcile these rates to the audited actual rates each year, and increase or decrease the rate for the following fiscal year.
- iv. MTD will fuel C-CARTS vehicles as requested. The cost per gallon will be calculated as a monthly average based on overall MTD fuel purchases.
- **v.** MTD will wash, sweep, and empty the trash of each C-CARTS vehicle during the weekend. Each wash will be charged at \$3 a wash.
- H. <u>Vehicle Liability Insurance</u>. MTD shall maintain adequate liability insurance to operate the public services as specified by IDOT to be primary, and not excessive or contributory, and at minimum afford the following coverage levels:

Combined single limit \$1 million

Medical Payments \$5,000

Hired and Non-Owned \$1 million

- VIII. <u>Identification of All Applicable Transportation Service Regulations.</u> The provision of rural public transportation services within the County of Champaign, Illinois is subject to the rules and regulations found in the following documents:
 - **A.** The United States Department of Transportation (USDOT) Federal Transit Administration (FTA) Master Agreement as published on FTA's website and authorized by the Federal Ledger;
 - **B.** The USDOT and FTA requirements' 2 CFR § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which requires that recipients to ensure that all subrecipients and contractors clearly understand all Federal requirements.
 - **C.** Any Grant Agreement between IDOT-OIPI and the County executed and filed with IDOT-OIPI officers and copy retained in the County's records; and
 - D. Any Grant Application(s) made to IDOT-OIPI on behalf of the County, which includes resolutions made by the Champaign County Board: 1) Illinois Department of Transportation ("IDOT") and FTA Assistance Programs Joint Certifications and Assurances, and 2) 5333b Special Warranty.

IX. Terms.

- **A.** The term of this Agreement shall be from July 1st, 2022 to June 30th, 2023. Upon written notice:
 - i. MTD may suspend or terminate all or part of this agreement when the County is, or has been, in material violation of the terms of this Agreement, or at MTD's convenience,
 - **ii.** The County may terminate all or part of this agreement when it determines, in its sole discretion, that the purpose of the Champaign County rural public transportation services would

- not be adequately served by continuation of the IDOT-OIPI Grant Agreement or at the County's convenience.
- **B.** Termination of any part of this Agreement will not invalidate obligations properly incurred by MTD prior to the date of termination; to the extent they are non-cancelable. Neither the acceptance of a remittance by the County of any or all Champaign County rural transportation services from the IDOT-OIPI Grant Agreement nor the closing out of MTD expenditures for Champaign County rural transportation service shall constitute a waiver of any claim which the IDOT-OIPI Grant Agreement may otherwise have arising out of this Agreement.
- X. <u>Notices.</u> All notices or other communications required or permitted hereunder shall be in writing and personally delivered or registered or certified mail, postage pre-paid, return receipt requested and addressed to the parties hereto at their respective addresses set forth below. Such notice or other communications shall be deemed given upon receipt or one (1) business day after tendering to an overnight air-express service.

Notices to the County shall be sent to:

PCOM

Champaign County Regional Planning Commission 1776 E. Washington Street Urbana, IL 61802 Fax: 217-384-3896

Notice to MTD shall be sent to:

Managing Director
Champaign Urbana Mass Transit District
1101 E. University Avenue
Urbana, IL 61802

- XI. <u>Governing Law and Venue.</u> This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Illinois. The parties agree that the venue for any action pertaining hereto shall be in Champaign County, Illinois.
- **XII.** <u>Entire Agreement.</u> This Agreement represents the entire agreement between the parties with respect to the subject matter and may not be modified except by writing.
- **XIII.** Compliance with Law. The County and MTD shall comply with all the applicable provisions of local, state, and federal laws relating to the performance of the terms of this Agreement.

In WITNESS WHERE OF, the County has caused this Agreement to be executed by the Chair of the Champaign County Board and attested by the County Clerk pursuant to authority given

by the Champaign County Board, and MTD has caused this Agreement to be executed by its Managing Director pursuant to authority given by its Board of Directors.

COUNTY OF CHAMPAIGN	CHAMPAIGN-URBANA MASS TRANSIT DISTRICT		
By:	By:		
Darlene A. Kloeppel,	Karl P. Gnadt		
Champaign County Executive	Managing Director		
COUNTY OF CHAMPAIGN			
Ву:			
Kyle Patterson,			
Champaian County Board Chair			

Exhibit A

It is recognized by the parties that the amounts set forth in this work order are premised on the current level of support by the State of Illinois as set forth in the Downstate Public Transportation Act (30 ILCS 740/1-1 et. Seq.) ("the Act").

If at any time after the execution of this agreement by the parties, state reimbursement is reduced from its current 65% level contained in the Act, the amount contained in the work order shall be adjusted to automatically reflect the amount of any such decrease. The increase in cost to the customer shall be in the same percentage of the decrease in state support.

The following table shows examples of how customer cost will be determined for maintenance:

Fiscal Year	Fully	Level of State	Local Share	Hourly Rate
	Allocated	Reimbursement	(Cost to	Charged to
	Cost per		Customer)	Customer
	Hour			
2023	\$179.14	65%	35%	\$62.70

Exhibit B

C-CARTS agrees to pay to MTD as rent for the initial term of the Agreement, by the following schedule:

\$15.00/sf July 1, 2022 through June 30, 2023 or \$1034.38/month for office space; and

\$5.00/sf July 1, 2022 through June 30, 2023 or \$666.67/month for interior parking for 8 service vehicles; and

\$3.00/sf July 1, 2022 through June 30, 2023 or \$300.00/month for exterior parking for 6 service vehicles.

Monthly rent total for July 1, 2022 through June 30, 2023 totals \$24,012.60 or \$2,001.05/month.

ALL RENT PAYMENTS SHALL BE MADE PAYABLE TO MTD AT:

MTD 1101 E. University Avenue Urbana, Illinois 61802-2009



To: Board of Trustees

From: Josh Berbaum, Maintenance Director

Date: May 25, 2022

Subject: Approval of Fall Protection Contract

- **A. Introduction:** The District plans to use federal American Rescue Plan Act (ARPA) funds for the purchase of fall protection equipment for the Maintenance Facility.
- **B.** Recommended Action: Staff recommends authorization of the Managing Director to enter into a contract with Hysafe in the amount of \$58,351.
- **C. Prior Trustee Action:** In April 2017 the Board of Trustees approved a contract award with Hysafe for a fall protection system at seven maintenance bays.
- **D. Summary:** The fall protection system reduces the safety risk for maintenance technicians working on the roof of buses and other vehicles, per OSHA requirements. The system includes an overhead rail system, trolleys, self-retracting lifelines, and taglines. The rigid trolley rails allow for continuous movement along the rail horizontally and the worker does not need to detach and reattach when changing direction or crossing rail supports. The systems are designed for use by two workers.
- **E. Background:** The District added fall protection equipment to seven maintenance bays in 2017. Today, there is a need to expand the system to include three additional maintenance bays. The District received three bids for this project, shown below.

Bidder	Amount
HySafe	\$58,351
Honeywell Safety Products	\$65,360
Rooftop Anchor	\$73,133

- **F.** Alternatives advantages/disadvantages Providing authorization will allow the District to enter into a contract with the lowest bidder.
- **G. Budget & Staffing Impacts:** This project will be funded 100% federal funds through the American Rescue Plan Act (ARPA).



Personalized Fall Protection Quote

Solutions Engineered to Save Lives

PREPARED FOR: Champaign-Urbana Mass Transit District

Josh Berbaum

803 East University Ave.

Urbana, IL 61802

217-841-8107

jberbaum@mtd.org

HYSAFE REPRESENTATIVE: Frank Elmi

DATE: May 9, 2022

QUOTE REFERENCE NUMBER: HSE21-082R1



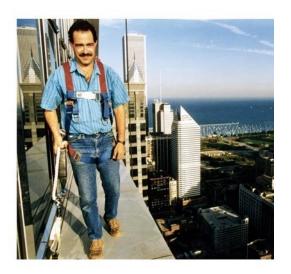




OUR STORY

It was Frank Anzaldi's passion for worker safety that drove him to start HySafe in 1998. He desired to create a business environment that reflects a family dynamic while maintaining a customer-centric approach in all aspects of client relationships.

In carrying out this purpose, HySafe provides its customers with expertly designed Turnkey solutions for their fall prevention needs.





Congratulations! Together we have **DISCOVERED** potential Fall Hazards and **DESIGNED** a custom Fall Protection Solution. We are now proud to **PRESENT** this tailored solution for your work environment. Upon acceptance of this proposal, we will **IMPLEMENT** the manufacturing and installation of your system. At HySafe we value your continued safety. We will continue to **SERVICE** your fall protection system through offering re-certifications, repairs and training.

What We Stand For









Dear Josh,

HySafe would like to thank you for the opportunity to furnish the following quotation for the above project. This quote is based on the assumption that the existing structure is capable of withstanding the loads applied in the case of a fall.

Overview: With recent and upcoming changes to the OSHA fall protection and safety standards for general industry (1910 Subpart D & 1910.132a) and construction industry (1926.500, 501, 502) it is recommended that Champaign-Urbana Mass Transit District be certain that this facility is in compliance with the standards. In addition to complying with the standards listed above, falls under the general "duty clause" of Occupational Safety and Health Act of 1970 Section 5(a): Public Law 91-596 (12/29/70) which states:

"Each employer shall furnish to each of his employees' employment and a place of employment, which is free from, recognized hazards that are causing, or are likely to cause, death or serious physical harm to his employees; shall comply with occupational safety and health standards promulgated under this Act. Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to the Act, which are applicable to his own actions and conduct."

ASSESSMENT | DESIGN | ENGINEERING | FABRICATION | INSTALLATION | TRAINING

Project Description: This is a transit facility having heights that when maintenance is performed, a worker may be more than 6 feet off the floor. This presents a hazard to the employee within the definition of OSHA standards per 29CFR 1926.501(b)(1) and/or 29CFR 1910.132(a) which states:

"Each employee on a walking/working surface (horizontal and vertical surface) with an unprotected side or edge which is 6 feet (1.8m) or more above a lower level shall be protected from falling by the use of guardrail systems, safety net systems, or personal fall arrest systems."

"Protective equipment, including personal protective equipment for eyes, face, head, and, extremities ...shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards of process or environment...encountered in a manner capable of causing injury or impairment in the function of any part of the body through absorption, inhalation or physical contact."

T., 1/1.1.	D.4.	
Initials	Date	



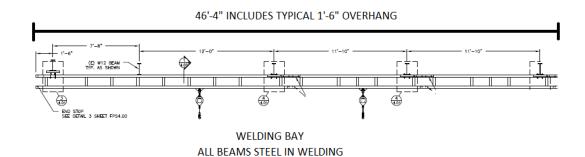
Project Solution: HySafe will supply, install, train, and certify three (3) new overhead rail systems. The three systems consist of OSHA compliant rigid rails mechanically attached to the existing steel and/or glulam beam structure using a custom fabricated clamping system. Six (6) Trolleys & six (6) 25ft Self-retracting lifelines and 35' taglines are included.

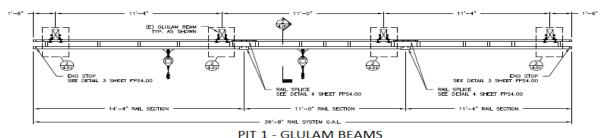
The rigid trolley rails allow continuous movement along the rail horizontally, the worker does not need to detach and reattach when changing direction or crossing rail supports. The systems are designed for use by 2 workers and are described as follows:

<u>Welding Bay</u> – System will be approximately 46'-4" in length, attached directly to the existing steel. Any pipes and/or mechanical obstruction will be relocated by others.

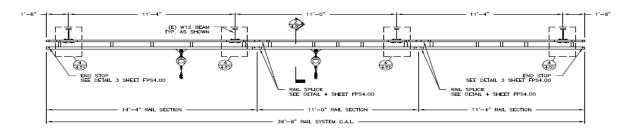
<u>Pit 1</u> - System will be approximately 36'-8" in length, attached to existing glulam beams. Any pipes and/or mechanical obstruction will be relocated by others.

<u>Service Bay (Service Bay 120)</u> - System will be approximately 36'-8" in length, attached to existing steel beams. Any pipes and/or mechanical obstruction will be relocated by others.





PIT 1 - GLULAWI BEAWS



SERVICE BAY 120 - STEEL BEAMS

Initials Date



The following items **are** included in this quote:

- 1. Complete supply installation of rail systems, fittings, and related hardware.
- 2. All travel expenses and per diem.
- 3. Prevailing wage.
- 4. Design and installation drawings issued for construction.
- 5. Personal manlift and lull as required.
- 6. State of Illinois engineer's seal
- 7. One (1) training session for Champaign-Urbana Mass Transit District personnel in correct use and maintenance of system; to be held at the completion of installation. This is provided to satisfy the OSHA training requirement for personal protective equipment (PPE) training per 29 CFR 1910.132(f). Additional PPE training session(s) requested shall be provided at an additional price to be quoted at the time of training based on travel arrangements and costs.
- 8. Insurance coverage provided in this quote:

Contract/Product Liability \$1,000,000/\$2,000,000 (Occurrence/Aggregate)

Includes where applicable:

Automatic Additional Insured Status

Automatic Primary Non-contributory Status

Automatic Waiver of Subrogation

Professional Liability \$2,000,000/\$2,000,000 (Occurrence/Aggregate)

Workers Compensation Statutory Benefits Employer's Liability \$1,000,000 limit

Commercial Auto \$1,000,000 limit

Umbrella Coverage \$9,000,000 per occurrence/aggregate limit

Please note that the following items are **not** included in this quote:

- 1. Freight/shipping & handling charges. Budget freight estimate below.
- 2. The extra costs caused by any obstructions, delays, or shutdowns by plant or plant personnel.
- 3. Any applicable sales or use taxes.
- 4. Insurance coverage in addition to limits and endorsements listed above in "items...included in this quote". Surcharge will be added to quote for additional coverage limits or other special endorsements.

Initials	Data	
initiais	Date	



- 5. Labor premiums for night, weekend, or holiday work.
- 6. Additional/ Reinforcing material if needed not included
- 7. Clear access to all installation areas required.
- 8. Any additional material or labor needed for additional structure/support.
- 9. COVID-19 Testing. To be provided at additional cost.
- 10. Additional fees for safety portals, testing, and invoicing. All such fees will be added onto final invoice.
- 11. Payment of performance bonds, permits, licenses or other regulatory fees.

Total System Investment: \$55,326.00

Estimated Freight Charges (in addition to above) \$3,025.00

Estimated Freight Charges:

- Shipping & handling estimate to deliver materials to job site for the amount of \$3,025.00.
- Estimated Shipping & Handling as of 05/09/22 is for Estimating Purposes Only
- Customer to Pay Actual Shipping & Handling Charges at Time of Shipment
- Shipping & Handling Quote Valid until 07/09/22
- Estimated to Zip Code 61802 (Based on one Shipment)

A deposit of \$5,088.00 is due upon order for design and engineering. Progress invoices will then be submitted as follows, 25% due upon submission of engineered drawings to the client, 40% due upon procurement of material and 25% due upon completion. Payment of these invoiced amounts is due (30) thirty days from the date of the invoice. A monthly 1½% service charge shall be assessed to any balance past due more than 30 days. Reasonable collection and attorney fees will be assessed to all accounts placed for collection. A 2% service fee will be applied to any credit card payments made for orders over \$5,000. These payment terms supersede any and all other payment terms.

Initiala	Data
Initials	Date



Engineering Data:

1. This quotation is based upon the assumption that the existing structure to which the system is attached is able to withstand the loads imposed upon it by our system. Performing this structural check is the responsibility of the building owner. HySafe will, upon request, provide complete loading information to the customer.

The General Notes included with this quote are an integral part of our quotation and represent our terms and conditions. An order from you based on this quote means that you have accepted our terms and conditions and acknowledges your understanding and acceptance of the General Notes. If you have any exceptions to our terms and conditions, they must be detailed in writing at the time you place your order. Our acceptance of your order means that we have accepted your amendments(s) to our terms and conditions.

HySafe recommends that any fall protection equipment be visually inspected and tested when it has obvious signs of damage, when a fall occurs or at the maximum one-year intervals. HySafe will, upon request, offer these services. In the meantime, we would like to thank you again for your interest in HySafe. Should you have any questions regarding the quote contained herein, please do not hesitate to call.

Yours truly,

Frank Elmi

HYSAFE (Division of FPA, Inc.)

Direct 1-800-642-0775 ext. 96070

Email: felmi@hysafe.com

Estimated by JP

T 1,1 1	D .	
Initials	Date	



GENERAL NOTES

- 1. THIS QUOTATION EXPRESSLY CONDITIONED UPON REVIEW, ACCEPTANCE AND EXECUTION OF SATISFACTORY DOCUMENTS BETWEEN FPA, INC. AND THE Champaign-Urbana Mass Transit District including but not limited to an achievable schedule for delivery and continuous uninterrupted Workflow during regular business hours. In the event of a contract, this proposal shall become an exhibit hereto.
- 2. FALL PROTECTION SYSTEMS SUCH AS THE SYSTEM(S) QUOTED HEREIN ARE DESIGNED AND ENGINEERED TO BE SUPPLIED AS A COMPLETE, INTEGRATED FALL PROTECTION SYSTEM. THE SYSTEM ACCESSORY EQUIPMENT SUCH AS HARNESSES, LANYARDS, AND SPECIAL CONNECTORS SHOULD ONLY BE USED WITH ACCESSORIES THAT ARE SPECIALLY DESIGNED FOR USE WITH THE SYSTEM. USE OF OTHER ACCESSORY EQUIPMENT NOT SUPPLIED BY FPA, INC. OR NOT APPROVED BY FPA, INC. IN WRITING FOR USE WITH THE SYSTEM, AND ANY MODIFICATIONS OR ALTERATIONS OF THE SYSTEM, VOID ALL WARRANTIES, IN SUCH CIRCUMSTANCES THE USER ASSUMES FULL AND SOLE RESPONSIBILITY FOR THE DEPENDABILITY, INTEGRITY, AND PERFORMANCE OF THE ENTIRE SYSTEM.
- 3. THIS QUOTATION IS BASED UPON THE ASSUMPTION THAT THE EXISTING STRUCTURE TO WHICH THE FALL PROTECTION SYSTEM IS ATTACHED IS ABLE TO WITHSTAND THE LOADS IMPOSED UPON IT BY OUR SYSTEM. PERFORMING THIS STRUCTURAL CHECK IS THE RESPONSIBILITY TO THE BUILDING OWNER. FPA, INC. WILL NOT BE RESPONSIBLE FOR, NOR COVER, ANY WATER LEAKS. IT IS THE RESPONSIBILITY OF THE OWNER TO PROVIDE APPLICABLE TRADES FOR SEALING ROOFS OR OTHER STRUCTURES AGAINST WATER LEAKS DUE TO PENETRATIONS OF STRUCTURE DUE TO INSTALLATION OF THE FALL PROTECTION SYSTEM.
- 4. THIS FALL PROTECTION SYSTEM WILL BE TESTED AND CERTIFIED AT THE TIME OF INSTALLATION. FPA, INC. RECOMMENDS THAT THE ENTIRE SYSTEM BE VISUALLY INSPECTED AND TESTED WHEN IT HAS OBVIOUS SIGNS OF DAMAGE, WHEN A FALL OCCURS, OR AT MAXIMUM ONE YEAR INTERVALS.
- ALL OUOTES ARE SUBJECT TO VERIFICATION OF ACCEPTABLE CREDIT.
- 6. FPA, INC. WILL NOT ACCEPT ANY CONTRACT, WHICH CONTAINS LIQUIDATED DAMAGES OR PENALTY CLAUSES.
- 7. UNLESS OTHERWISE DESIGNED, ALL SYSTEM COMPONENTS ARE MECHANICALLY CONNECTED AND BOLTED. FPA, INC. WILL WORK WITH THIRD PARTY WELDING CONTRACTOR IF REQUIRED AT AN ADDITIONAL COST UNDER CUSTOMER APPROVAL.
- 8. If this quotation is accepted, please sign and return one copy and retain one copy for your records. This quotation is subject to change, withdrawal, or cancellation until accepted by you. If your acceptance is not received by FPA, Inc. within 60 days from the date hereof, this quotation shall be subject to material and labor increases.
- 9. FPA, Inc. will, upon request, submit insurance certificates verifying required insurances at typical limits. This quotation has no provision for higher limits and/or special insurances other than those provided.
- 10. PAYMENT IS DUE (30) THIRTY DAYS FROM THE DATE OF THE INVOICE. PROGRESS INVOICES WILL BE SUBMITTED AS FOLLOWS 25% WITH DRAWINGS, 50% WHEN MATERIAL IS ORDERED AND 25% UPON COMPLETION. A MONTHLY 1½% SERVICE CHARGE SHALL BE ASSESSED TO ANY BALANCE PAST DUE MORE THAN 30 DAYS. REASONABLE COLLECTION AND ATTORNEY FEES WILL BE ASSESSED TO ALL ACCOUNTS PLACED FOR COLLECTION. A 3% SERVICE FEE WILL BE APPLIED TO ANY CREDIT CARD PAYMENTS MADE FOR ORDERS OVER \$5.000.
- 11. PAYMENT OF SALES AND USE TAX IS GENERALLY THE RESPONSIBILITY OF THE PURCHASER UNLESS YOU ARE TAX EXEMPT. FPA, INC. WILL CHARGE AND COLLECT SALES TAX ON BEHALF OF OUR CUSTOMERS WITHIN THE STATE OF WISCONSIN, FLORIDA, NORTH DAKOTA, SOUTH DAKOTA, CONNECTICUT, IOWA & WASHINGTON PROVIDED THE SALE IS A TAXABLE SALE WITHIN THOSE STATES. PLEASE REVIEW THE SALES AND USE TAX GUIDELINES WITHIN YOUR INDIVIDUAL STATE FOR FURTHER INFORMATION REGARDING RATES AND TAXABLE GOODS AND SERVICES.
- 12. IN THE EVENT OF EARLY TERMINATION, THE CUSTOMER SHALL PAY THE VENDOR FOR THE WORK PERFORMED IN ACCORDANCE WITH THE AGREEMENT PRIOR TO THE TERMINATION DATE, SUBJECT TO THE SET OFF OF EXCESS COSTS.
- 13. FPA, INC. RESERVES THE RIGHT TO TERMINATE THIS CONTRACT AT ANY TIME FOR ANY REASON BY GIVING NOTICE IN WRITING TO THE [OTHER PARTY]. SUCH TERMINATION SHALL NOT BE DEEMED A BREACH OF CONTRACT.
- 14. ALL FABRICATIONS AND MATERIALS, F.O.B. SHIPPING POINT.
- 15. ACCEPTANCE OF THIS QUOTATION AND OUR COMMENCEMENT OF WORK ON THE PROJECT CONSTITUTES A CONTRACT FOR WHICH FPA, INC. IS DUE COMPENSATION.

 THEREFORE, IF FOR ANY REASON THE PROJECT IS CANCELLED OR THE ORDER IS CANCELLED, AN INVOICE SHALL BE RENDERED FOR THE AMOUNT OF THE QUOTATION OR
 ACCUMULATED COSTS TO DATE OF CANCELLATION WHICHEVER IS LESS.
- 16. TIME TO INSTALLATION IS USUALLY 6 TO 8 WEEKS FROM OUR RECEIPT OF YOUR WRITTEN PURCHASE ORDER. UPON RECEIPT OF YOUR PURCHASE ORDER, WE WILL ACKNOWLEDGE AND CONTACT YOU ABOUT INSTALLATION SCHEDULE.
- 17. THE OFFER OF THIS QUOTATION IS EXPRESSLY CONDITIONED UPON THE UNDERSTANDING THAT IT, OR ANY CONTRACT ARISING THEREFROM OR INCORPORATING ITS TERMS, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN; AND THAT FURTHER, ANY CONTROVERSY OR CLAIM BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS QUOTATION OR A CONTRACT ARISING THEREFROM, SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE CIRCUIT COURTS OF RACINE COUNTY, WISCONSIN, AND THAT THE PARTIES STIPULATE TO PERSONAL JURISDICTION IN SUCH COURTS AND EXPRESSLY AGREE NOT TO CONTEST VENUE OR JURISDICTION IN SUCH COURTS.

THIS PROPOSAL, INCLU AND CONDITIONS ARE		TERMS: NET 30 QUOTE NUMBER: HSE21-082R1	
Nаме:		APPROVAL:	
ΓITLE:	(AUTHORIZED SIGNATURE)	(DIVISION OF FPA, INC.)	
COMPANY:		DATE:	
Date:		_	

Initials Date



To: Board of Trustees

From: Ryan Blackman, Technology Services Director

Date: May 25, 2022

Subject: Approval of Virtual Server Cluster Contract

A. Introduction: The District plans to use federal American Rescue Plan Act (ARPA) funds for the purchase of a virtual server cluster.

- **B.** Recommended Action: Staff recommends retroactive/emergency approval to enter into a contract with Dell in the amount of \$147,631.44.
- C. Summary: MTD hosts most of its internal applications on virtual servers, an industry standard technique to maximize computing resources and minimize costs by running multiple virtual servers on a single physical server. This can be further optimized by pooling multiple physical servers together into what is known as a cluster. Clusters provide protection from hardware failures along with all of the cost saving benefits of a traditional virtual server infrastructure. If a physical node fails, the virtual machine can be picked up by another node, with no time lag. Clusters provide a great deal of resiliency and are widely used in organizations where data and uptime are of great value.

MTD's virtual server infrastructure provides the backbone of MTD's server environment. We host about 60 servers on this cluster. These servers provide file and printer sharing, website hosting, computer aided dispatching/automatic vehicle location (CAD/AVL) functionality, and more. The current equipment ranges from 5 to 8 years old, which is the typical useful lifespan. MTD's computing needs have grown significantly during this time and the current hosting environment is at its limit and is struggling to provide the resources necessary for MTD's workload.

This project will provide significantly more computer and storage resources for MTD's virtual servers to leverage. This will lead to performance improvements for existing servers and provide room for growth. If resource needs change in the future, it can be scaled up by adding more nodes or disks.

D. Background: On Monday May 16, 2022, an air conditioning failure and power outage caused MTD's servers to lose power unexpectedly. Since this outage, these servers (and in particular the shared storage that they utilize) have been running extremely unreliably and have suffered multiple outages. A replacement of this environment was planned for later this year, but the ongoing outages have made it clear that we must act to replace the cluster and storage immediately. The current instability of the equipment threatens MTD's ability to dispatch, schedule, and provide customer information.

Due to this urgency, we request retroactive approval for a sole source procurement of a virtual server cluster. This is an actively evolving situation and staff are providing the information available at the time of writing. Staff are working around the clock to identify the underlying issues and to keep systems online. A verbal update will be provided at the Board meeting as needed.

E.	 Alternatives – advantages/disadvantages - Providing authorization will allow the District to purchase the virtual server cluster from Dell. 					
F.	. Budget & Staffing Impacts: This project will be funded 100% federal funds through the American Rescue Plan Act (ARPA).					



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your Premier page, or, if you do not have Premier, use this Quote to Order.

3000118420590.4 Quote No. **Total** \$147,631.44 Customer # 21281260 Quoted On May. 12, 2022

Expires by Jun. 11, 2022

Dell Midwestern Higher Contract Name **Education Compact**

(MHEC) Master Agreement

Contract Code C000000181093 Customer Agreement # MHEC-07012015 Solution ID 15996182.8 Deal ID 23864718

Rachel Holmes Sales Rep Phone (800) 456-3355, 80000

Email R Holmes@Dell.com **Billing To** RYAN BLACKMAN

CHAMPAGNE-URBANA MASS

TRANSIT

1101 E UNIVERSITY AVE URBANA, IL 61802-2175

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards, Rachel Holmes

Shipping Group

Shipping To

RYAN BLACKMAN CHAMPAGNE-URBANA MASS **TRANSIT** 1101 E UNIVERSITY AVE URBANA, IL 61802-2009 (217) 384-8188

Solution Name:

MTD PDP PD switch PDP AX

Shipping Method

Standard Delivery

Install At

RYAN BLACKMAN CHAMPAGNE-URBANA MASS

TRANSIT

1101 E UNIVERSITY AVE URBANA, IL 61802-2009

(217) 384-8188

Product Unit Price Quantity Subtotal AX-750 - [AMER_AX-750_15374] \$33,479.65 \$133,918.60

PowerSwitch S5212-ON - [AMER_S5212-ON_12926]	\$6,806.37	1	\$6,806.37
PowerSwitch S5212-ON - [AMER_S5212-ON_12926] (2)	\$6,906.47	1	\$6,906.47
	Subtota	al:	\$147,631.44
	Shippin	\$0.00	
	Environmental Fe	e:	\$0.00
	Non-Taxable Amoun	nt:	\$147,631.44
	Taxable Amoun	nt:	\$0.00
	Estimated Ta	x:	\$0.00
	Tota	al.	\$147 631 44

Shipping Group Details

Shipping To

RYAN BLACKMAN CHAMPAGNE-URBANA MASS **TRANSIT** 1101 E UNIVERSITY AVE URBANA, IL 61802-2009 (217) 384-8188

Shipping Method

Standard Delivery

Install At

RYAN BLACKMAN CHAMPAGNE-URBANA MASS **TRANSIT** 1101 E UNIVERSITY AVE URBANA, IL 61802-2009 (217) 384-8188

Solution Name:

MTD PDP PD switch PDP AX

AX-750 - [AMER_AX-750_15374] Estimated delivery if purchased today: Jul. 29, 2022		\$33,479.65	Quantity 4	Subtotal \$133,918.60
Contract # C000000181093 Customer Agreement # MHEC-07012015				
Description	SKU	Unit Price	Quantity	Subtotal
2.5 Chassis	379-BDTF	-	4	-
SAS/SATA Backplane	379-BDSS	-	4	-
No Rear Storage	379-BDTE	-	4	-
No GPU Enablement	379-BDSR	-	4	-
Dell EMC AX-750	210-BBSN	-	4	-
Windows Server Operating System	379-BEHU	-	4	-
All Flash Node, Azure Stack HCI	350-BCBP	-	4	-
Luggage Tag Label, Azure Stack HCI	350-BCBR	-	4	-
Lug Tag, Azure Stack HCl AX-750	350-BCGU	-	4	-
DM, AX-750	350-BCKG	-	4	-
Trusted Platform Module 2.0 V3	461-AAIG	-	4	-
2.5" Chassis with up to 24 SAS/SATA Drives	321-BGFC	-	4	-
ntel Xeon Silver 4309Y 2.8G, 8C/16T, 10.4GT/s, 12M Cache, Turbo, HT (105W) DDR4-2666	338-CBWI	-	4	-
Intel Xeon Silver 4309Y 2.8G, 8C/16T, 10.4GT/s, 12M Cache, Turbo, HT (105W) DDR4-2666	338-CBWI	-	4	-
Additional Processor Selected	379-BDCO	-	4	-
Heatsink for 2 CPU configuration (CPU less than 165W)	412-AAWE	-	4	-
Performance Optimized	370-AAIP	-	4	-
3200MT/s RDIMMs	370-AEVR	-	4	-
No RAID	780-BCDI	-	4	-
Dell HBA355i Controller Front	405-AAXY	-	4	-
Front PERC Mechanical Parts, for 2.5" x24 SAS/SATA Chassis	750-ADED	-	4	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	4	-
Very High Performance Fan x6	750-ADGJ	-	4	-
Dual, Hot-Plug,Power Supply Redundant (1+1), 1400W, Mixed Mode	450-AJHG	-	4	-
Riser Config 2, Half Length, 4x16, 2x8 slots, SW GPU Capable	330-BBRX	-	4	-

R750 Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM	329-BFGT	-	4	-
iDRAC9 Datacenter 15G	528-CRVW	-	4	-
OpenManage Integration with MS Windows Admin Center Premium License for MSFT HCI Solutions, Perpetual	528-CJIT	-	4	-
Broadcom 57414 Dual Port 10/25GbE SFP28, OCP NIC 3.0	540-BCOC	-	4	-
No Bezel	350-BBBW	-	4	-
BOSS-S2 controller card + with 2 M.2 240GB (RAID 1)	403-BCMG	-	4	-
BOSS Cables and Bracket for R750 (Riser 1)	470-AERR	-	4	-
No Quick Sync	350-BBYX	-	4	-
iDRAC,Legacy Password	379-BCSG	-	4	-
iDRAC Group Manager, Disabled	379-BCQY	-	4	-
Windows Server 2022 Datacenter,16CORE,FI,No MED,UnLTD VMs,NO CALs, Multi Language	634-BYJS	-	4	-
Windows Server 2022 Datacenter,16CORE,Digitally Fulfilled Recovery Image, Multi Language	528-CSCT	-	4	-
ReadyRails Sliding Rails	770-BBBQ	-	4	-
Cable Management Arm, 2U	770-BDRQ	-	4	-
Fan Foam, HDD 2U	750-ACOM	-	4	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	4	-
PowerEdge R750 Shipping	340-CULS	-	4	-
PowerEdge R750 Shipping Material	481-BBFG	-	4	-
PowerEdge R750 CE Marking, No CCC Marking	389-DYHE	-	4	-
Dell/EMC label (BIS) for 2.5" Chassis	389-DYHF	-	4	-
Dell Hardware Limited Warranty Plus Onsite Service	865-7971	-	4	-
ProSupport Mission Critical 4-Hour 7X24 Onsite Service with Emergency Dispatch 3 Years	865-7974	-	4	-
ProSupport Mission Critical 4-Hour 7X24 Onsite Service with Emergency Dispatch 2 Years Extended	865-7978	-	4	-
ProSupport Mission Critical 7X24 Technical Support and Assistance 5 Years	865-7993	-	4	-
Dell Limited Hardware Warranty Plus Service, Extended Year(s)	975-3462	-	4	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	4	-
ProDeploy Plus No Charge Training 200	812-4011	-	4	-
ProDeploy Plus for AX 1U-2U	839-3618	-	4	-
32GB RDIMM, 3200MT/s, Dual Rank 16Gb BASE x8	370-AGDS	-	64	-
3.84TB SSD vSAS Read Intensive SED 512e 2.5in Hot-Plug AG Drive 1 DWPD	345-BCEW	-	48	-
Jumper Cord - C13/C14, 0.6M, 250V, 13A (North American, Guam, North Marianas, Philippines, Samoa)	492-BBDH	-	8	-
Mellanox ConnectX-5 Dual Port 10/25GbE SFP28 Adapter, PCIe Low Profile, V2	540-BDIN	-	4	-
			Quantity	Subtotal

PowerSwitch S5212-ON - [AMER_S5212-ON_12926]

Estimated delivery if purchased today:

Jun. 24, 2022

Contract # C000000181093

Customer Agreement # MHEC-07012015

Description	SKU	Unit Price	Quantity	Subtotal
Dell EMC S5212F-ON Switch, 12x 25GbE SFP28, 3x 100GbE QSFP28 ports, PSU to IO air, 2x PSU	210-APHZ	-	1	-
VLT Tech Sheet Document	343-BBRX	-	1	-
Dell EMC S52XX-ON Series User Guide	343-BBLP	-	1	-
OS10 Enterprise, S5212F-ON	634-BRXD	-	1	-
Dell Hardware Limited Warranty 1 Year	818-3530	-	1	-
ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 1 Year	818-3543	-	1	-
ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 4 Years Extended	818-3545	-	1	-
ProSupport:7x24 HW/SW Technical Support and Assistance, 5 Years	818-3565	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	1	-
Info 3rd Party Software Warranty provided by Vendor	997-6306	-	1	-
ProDeploy Dell Networking S Series 5XXX Switch - Deployment Verification	804-2151	-	1	-
ProDeploy Dell Networking S Series 5XXX Switch - Deployment	821-5786	-	1	-
5 Years ProSupport OS10 Enterprise Software Support-Maintenance	848-8545	-	1	-
Dell Networking Cable 100GbE, QSFP28 to QSFP28, Passive Copper Direct Attach Cable, 1 Meter	470-ABOV	-	1	-
Dell Networking, Cable, SFP28 to SFP28, 25GbE, Passive Copper Twinax Direct Attach Cable, 3 Meter	470-ACEV	-	8	-
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	450-AAFH	-	1	-
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	450-AAFH	-	1	-
		40.000.47	Quantity	Subtotal
PowerSwitch S5212-ON - [AMER_S5212-ON_12926] (2) Estimated delivery if purchased today: Jun. 24, 2022 Contract # C000000181093 Customer Agreement # MHEC-07012015		\$6,906.47	1	\$6,906.47
Description	SKU	Unit Price	Quantity	Subtotal
Dell EMC S5212F-ON Switch, 12x 25GbE SFP28, 3x 100GbE QSFP28 ports, PSU to IO air, 2x PSU	210-APHZ	-	1	-
VLT Tech Sheet Document	343-BBRX	-	1	-
Dell EMC S52XX-ON Series User Guide	343-BBLP	-	1	-
OS10 Enterprise, S5212F-ON	634-BRXD	-	1	-
Dell NW Dual Tray, 4-post, S5212F-ON	770-BDGQ	-	1	-
Dell Hardware Limited Warranty 1 Year	818-3530	-	1	-
ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 1 Year	818-3543	-	1	-
ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 4 Years Extended	818-3545	-	1	-
ProSupport:7x24 HW/SW Technical Support and Assistance, 5 Years	818-3565	-	1	-

\$6,806.37

\$6,806.37

Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	1	-
Info 3rd Party Software Warranty provided by Vendor	997-6306	-	1	-
ProDeploy Dell Networking S Series 5XXX Switch - Deployment Verification	804-2151	-	1	-
ProDeploy Dell Networking S Series 5XXX Switch - Deployment	821-5786	-	1	-
5 Years ProSupport OS10 Enterprise Software Support-Maintenance	848-8545	-	1	-
Dell Networking Cable 100GbE, QSFP28 to QSFP28, Passive Copper Direct Attach Cable, 1 Meter	470-ABOV	-	1	-
Dell Networking, Cable, SFP28 to SFP28, 25GbE, Passive Copper Twinax Direct Attach Cable, 3 Meter	470-ACEV	-	8	-
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	450-AAFH	-	1	-
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	450-AAFH	-	1	-

Subtotal: \$147,631.44
Shipping: \$0.00
Environmental Fee: \$0.00
Estimated Tax: \$0.00

Total: \$147,631.44

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/cemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the enduser and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC): Offered to business customers by WebBank, Member FDIC, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of the new balance shown on the monthly billing statement. Dell and the Dell logo are trademarks of Dell Inc.