



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

Wednesday, June 28, 2023 – 3:00 p.m.

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

Board of Trustees:

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

Phil Fiscella
Bruce Hannon
Alan Nudo

Advisory Board:

Maria McMullen

	<u>Pages</u>
1. Call to Order	
2. Roll Call	
3. Approval of Agenda	
4. Public Hearing on the Budget & Appropriation Ordinance for FY2024	
5. Audience Participation	
6. Approval of Minutes	
A. Board Meeting (Open Session) – May 31, 2023	1-4
7. Communications	
8. Reports	
A. Managing Director	
1) Operating Notes	5-7
2) Ridership Data	8-9
3) Route Performance	10-13
4) District Operating Revenue/Expenses	14
5) Statistical Summary	15
6) Budget Analysis	16-25
7) Accounts Payable/Check Disbursements	26-33
8) Bank & Investment Balances	34
9. Action Items	
A. Ordinance No. 2023-1 – Adoption of Budget & Appropriation Ordinance for FY2024	35-41
B. Annual Update to the Public Transportation Agency Safety Plan (PTASP)	42-88
C. Champaign County Area Rural Transit System (C-CARTS) Intergovernmental Agreement	89-100
D. Champaign County Area Rural Transit System (C-CARTS) Vehicle Lease Agreement	101-112
E. Line of Credit Extension with Prospect Bank	113-116
F. Financial Audit Services Contract	117-142



CHAMPAIGN-URBANA MASS TRANSIT DISTRICT BOARD MEETING

AGENDA

Wednesday, June 28, 2023 – 3:00 p.m.

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G. Underground Storage Tanks Project – Change Order #3 Dewatering and Change Order #4 Additional Concrete Work	143-148
10. Next Meeting	
A. Regular Board of Trustees Meeting – Wednesday, July 26, 2023 – 3:00 p.m. – at Illinois Terminal, 45 East University, Champaign	
11. Adjournment	



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

MINUTES – SUBJECT TO REVIEW AND APPROVAL

DATE: Wednesday, May 31, 2023
TIME: 3:00 p.m.
PLACE: Illinois Terminal, 45 East University Avenue, Champaign, IL

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

Trustees:

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

Advisory Board:

Present	Absent
	Marty Paulins
	Briana Barr

MTD Staff: Karl Gnadt (Managing Director), Amy Snyder (Chief of Staff), Michelle Wright (Finance Director), Ashlee McLaughlin (External Affairs Director), Josh Berbaum (Maintenance/Facilities Director), Ryan Blackman (Tech Services Director), Jay Rank (Operations Director), Brendan Sennett (Safety & Training Director), Jacinda Crawmer (Human Resources Director), Tonoa Penn (Operator), Alyx Parker (MTD Attorney), Beth Brunk (Clerk)

Others Present:

MINUTES

1. Call to Order
Chair Diel called the meeting to order at 3:00 p.m.
2. Roll Call
Present (6) – Barnes, Chaplan, Diel, Fiscella, Hannon, Nudo
Absent (1) – Delgado

A quorum was declared present.
3. Approval of Agenda

MOTION by Ms. Chaplan to approve the agenda as distributed; seconded by Mr. Fiscella. Upon vote, the MOTION CARRIED.
4. Audience Participation
None
5. Approval of Minutes

1 A. Board Meeting (Open Session) – April 26, 2023

2
3 MOTION by Mr. Hannon to approve the open session minutes of the April 26, 2023, MTD Board meeting as
4 distributed; seconded by Ms. Chaplan. Upon vote, the MOTION CARRIED.

5
6 B. Board Meeting (Closed Session) – April 26, 2023

7
8 MOTION by Mr. Hannon to approve the closed session minutes of the April 26, 2023, MTD Board meeting
9 as distributed; seconded by Mr. Fiscella. Upon vote, the MOTION CARRIED.

10
11 6. Communications

12 None

13
14 7. MTD Diversity, Equity, and Inclusion (DEI) Committee

15 Management formed MTD's Diversity, Equity, and Inclusion (DEI) Committee in Summer 2022 to solicit ideas
16 on how to make the District a more equitable and inclusive organization. Jacinda Crawmer, Human
17 Resources Director, and Tonoa Penn, Operator, summarized the DEI Committee's goals and Juneteenth
18 activities. Mr. Nudo suggested free bus service on the Juneteenth holiday, June 19th.

19
20 8. Reports

21 A. Managing Director

22 Mr. Gnadat reviewed the statistics for April 2023. Ridership for April 2023 is up 10.34% when compared to
23 April 2022 but 25% below April 2019 (pre-pandemic). Monthly operating revenue is looking strong with a
24 19.80% increase over last April.

25
26 B. FY2024 Draft Budget

27 Mr. Gnadat discussed the highlights of the proposed FY2024 budget that will begin on July 1, 2023, and end
28 June 30, 2024. The tentative budget has been available for public review on MTD's website since May 26,
29 2023, and the public hearing on the budget will be held at the next Board meeting on June 28th.

30
31 9. Action Items

32 A. Decennial Committee on Local Government Efficiency Act

33 In compliance with the Decennial Committee on Local Government Efficiency Act, P.A. 102-1088, the District
34 will form a committee to study local efficiencies and report recommendations regarding efficiencies and
35 increased accountability to the Champaign County Board. The Committee will be comprised of the MTD
36 Board of Trustees, Karl Gnadat as MTD's Chief Executive Officer, and two residents of the District who are
37 appointed by the Board Chair with the advice and consent of the Board of Trustees. Chair Diel suggested the
38 appointment of Donna Tanner-Harold and H. George Friedman, Jr. to the Local Government Efficiency Act
39 Committee as residents of the District.

40
41 MOTION by Mr. Barnes to appoint Donna Tanner-Harold and H. George Friedman, Jr. to MTD's Local
42 Government Efficiency Act Committee; seconded by Ms. Chaplan. Upon vote, the MOTION CARRIED.

43
44 B. Developmental Services Center (DSC) Contract

45 This is an annual contract with DSC to provide ADA transportation for their clients within the District's
46 boundaries. The District is required by law to insure transportation for persons with mobility-limiting
47 disabilities. MTD contracts this service to DSC as they can provide a specialized level of transportation
48 and care services for their clients. The amount of the contract has increased to \$577,548 from last year's
49 total of \$528,879.

50
51 MOTION by Ms. Chaplan to authorize the Managing Director to execute the contract with Developmental
52 Services Center (DSC) in the amount of \$577,548 for ADA transportation of DSC clients; seconded by Mr.
53 Fiscella. Upon vote, the MOTION CARRIED.

54
55 C. Urbana School District #116 Transportation Agreement

56 Mr. Gnadat explained that this contract is our annual agreement with the Urbana School District #116 to
57 transport middle and high school students. This year, the School District and MTD agreed to change the
58 contract structure to pay for the actual hours of bus service provided instead of basing the cost on
59 enrollment numbers. The contract amount is \$200,489 for the 2023-2024 school year.

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4
5 MOTION by Mr. Barnes to authorize the Managing Director to execute the Transportation Agreement between
6 the Urbana School District #116 and MTD in the amount of \$200,489 for the school year 2023-2024;
7 seconded by Ms. Chaplan. Upon vote, the MOTION CARRIED.
8

9 **D. Champaign Unit 4 School District Transportation Agreement**

10 Mr. Gnadl explained that this contract is our annual agreement with the Champaign Unit 4 School District
11 to transport middle and high school students. The total contract amount is \$560,655 for the 2023-2024
12 school year.
13

14 MOTION by Mr. Fiscella to authorize the Managing Director to execute the Transportation Agreement
15 between the Champaign Unit 4 School District and MTD in the amount of \$560,655 for the school year 2023-
16 2024; seconded by Ms. Chaplan. Upon vote, the MOTION CARRIED.
17

18 **E. Update to Travel Policy #11**

19 In response to Mr. Nudo's suggestion, staff updated the Travel Reimbursement Policies and Procedures No.
20 11 to state, "it is preferred that employees travel to/from Willard Airport in Savoy" when on MTD business.
21 An additional revision included per diem amounts for meals that will be paid to maintenance employees who
22 are traveling as inspectors to observe the assembly of buses being purchased by the District.
23

24 MOTION by Ms. Chaplan to approve the Policies and Procedures No. 11 – Travel Reimbursement revision
25 dated May 31, 2023; seconded by Mr. Hannon. Upon vote, the MOTION CARRIED.
26

27 **F. Update to Web Accessibility Policy**

28 The District implemented a Web Accessibility Policy with Board approval on December 8, 2021. This policy
29 formalized MTD's approach to ensure full website accessibility to persons with disabilities. Staff has
30 updated the policy to allow the Managing Director to appoint a member of staff as the Web Accessibility
31 Coordinator. This person acts as the point of contact for accessibility concerns, feedback, and information.
32 Also added is a statement that future minor or non-substantive changes to the policy will not need Board
33 approval.
34

35 MOTION by Mr. Hannon to adopt MTD's Web Accessibility Policy revision dated May 31, 2023; seconded by
36 Ms. Chaplan. Upon vote, the MOTION CARRIED.
37

38 **G. Contract for Electrical Wiring Upgrade to the Maintenance Facility at 803 East University Avenue, Urbana**

39 The backup air compressor in Maintenance is over 30 years old and in need of replacement. On further
40 inspection, the contractor noted a fire hazard as the electrical feeds were not sufficient for the power
41 requirements of both the existing air compressor and the backup unit. Staff received three bids to upgrade
42 the electrical wiring, and Potter Electric Service, Inc. provided the most responsive, responsible bid at
43 \$89,784. This project will be 100% federally funded through the American Rescue Plan of 2021.
44

45 MOTION by Mr. Hannon to authorize the Managing Director to execute the Maintenance Facility wiring
46 upgrade contract between Potter Electric Service, Inc. and MTD in the amount of \$89,784; seconded by Ms.
47 Chaplan. Upon vote, the MOTION CARRIED.
48

49 **H. Resolution No. 2023-4 – Downstate Operating Assistance Program (DOAP) Grant Agreement**

50 This is the annual Downstate Operating Assistance Program (DOAP) grant agreement for the District and
51 its associated resolution. When the grant has been approved by IDOT, the District will submit the Board-
52 approved DOAP grant resolution to facilitate the release of funds.
53

54 MOTION by Ms. Chaplan to adopt Resolution No. 2023-4 authorizing the execution of the FY2024
55 Downstate Operating Assistance Program Grant Agreement; seconded by Mr. Fiscella.
56

57 Roll Call:

58 Aye (6) – Barnes, Chaplan, Diel, Fiscella, Hannon, Nudo

59 Nay (0)

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The MOTION CARRIED.

10. Next Meeting

- A. MTD Decennial Committee on Local Government Efficiency – Wednesday, June 28, 2023 – 3:00p.m. at Illinois Terminal – 45 East University Avenue, Champaign
- B. Regular Board of Trustees Meeting and Public Hearing on the FY2024 Budget & Appropriation Ordinance – Wednesday, June 28, 2023 – 3:00 p.m. at Illinois Terminal – 45 East University Avenue, Champaign

11. Adjournment

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

Mr. Diel adjourned the meeting at 4:24 p.m.

Submitted by:

Clerk

Approved:

Board of Trustees Chair



Champaign-Urbana Mass Transit District

MTD MISSION

Leading the way to greater mobility

MTD VISION

MTD goes beyond traditional boundaries to promote excellence in transportation.

MTD MANAGING DIRECTOR OPERATING NOTES

June, 2023

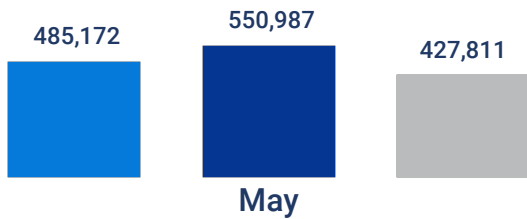
RIDERSHIP

Monthly Ridership

- FY2022
- FY2023
- 5 Year Average

↑ 13.57%

↑ 28.79%

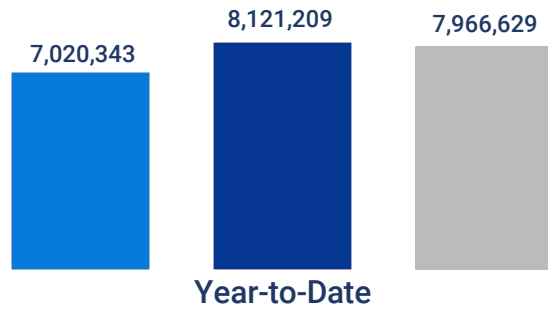


Year-to-Date Ridership

- FY2022
- FY2023
- 5 Year Average

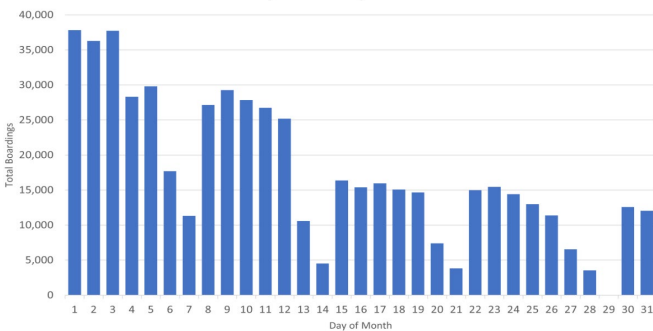
↑ 15.68%

↑ 1.94%

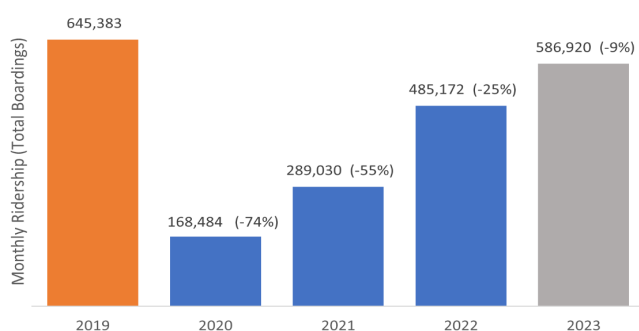


There were 550,987 rides in May. This was up almost 14% (~66,000 rides) from May 2022 and only down 9% (~94,000 rides) from May 2019. May ridership is usually lower than April but higher than June because the University's last day of class is May 3rd and final exams take place the following week. MTD transitioned to summer service on Saturday May 13th. The last days of school for the local school districts were May 24th - 26th and May 29th was a service holiday (Memorial Day). Each of these events led to dips in daily ridership (graphed below).

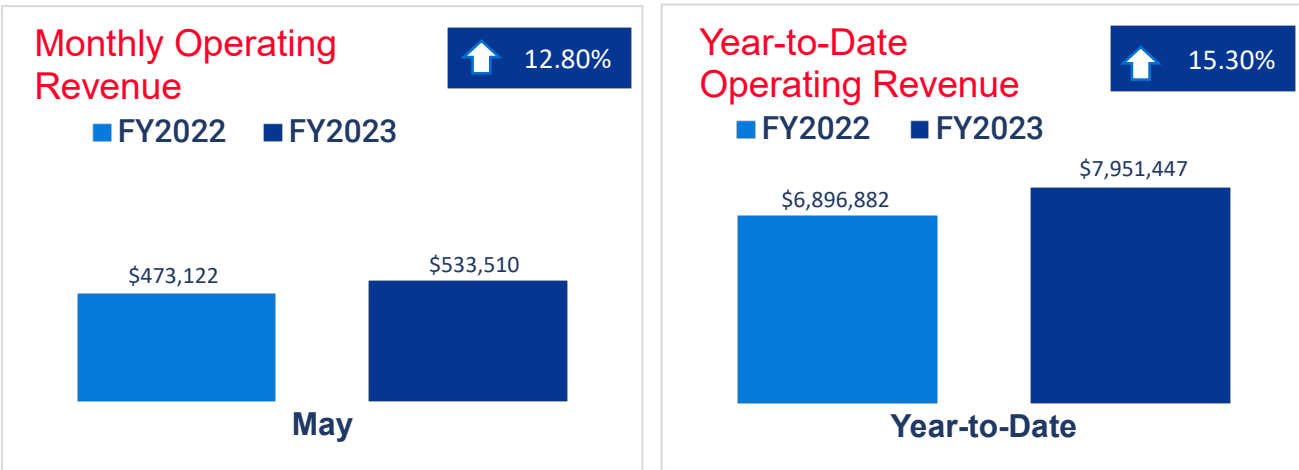
May 2023 Daily Rides



May Ridership by Year

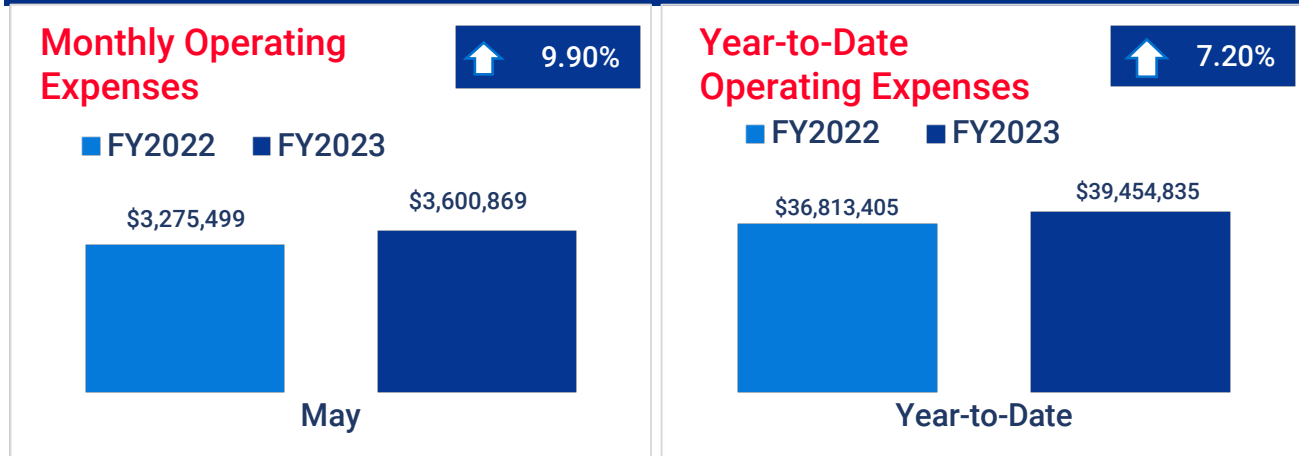


OPERATING REVENUE



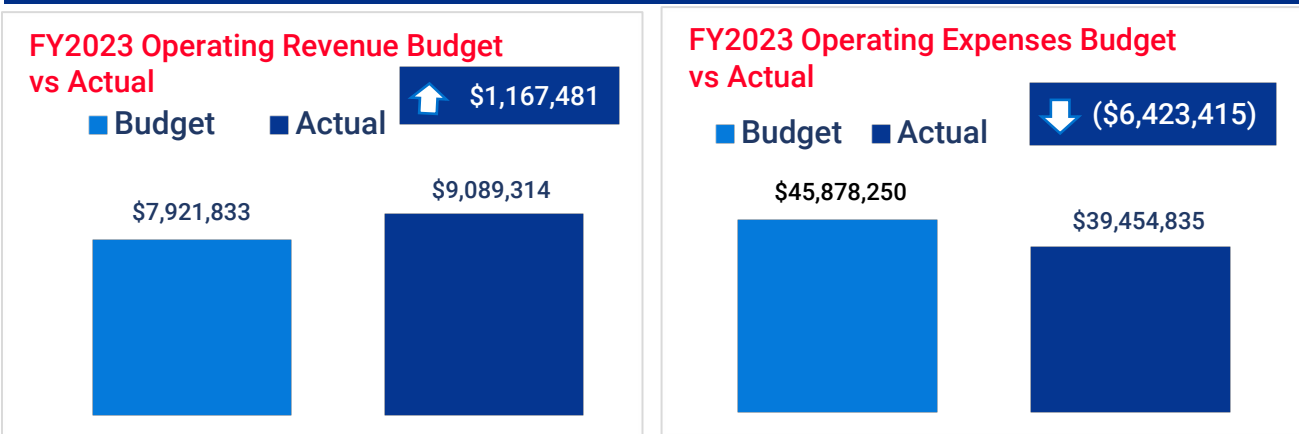
May 2023 operating revenue was 12.80% above May 2022, and year-to-date operating revenue was 15.30% above FY2022.

OPERATING EXPENSES



May operating expenses were 9.90% above May 2022. Year-to-date operating expenses were 7.20% above FY2022.

YEAR-TO-DATE REVENUE & EXPENSES



Year-to-date operating revenues were \$1,167,481 above budget while operating expenses were \$6,423,415 below budget.

MANAGING DIRECTOR'S NOTES

- 1) It is official. MTD now only operates low and no emission vehicles. We have retired the last four diesel buses that the District owned and operated. The last four diesel buses were 2001 articulated 40-foot buses and they are done, done, done. We've stripped all equipment from them and they'll soon be auctioned off for scrap. It is almost unheard of for a transit agency to successfully operate buses for over 22 years. It is a real testament to our maintenance department that they were able to keep them operational, clean, and safe for that entire span of time.



-
- 2) Last month was Bike Month featuring several activities and events. We hosted a Smart Cycling class for local adults new to bicycling. Before attending in person, participants took an online League of American Bicyclists' course covering basic maintenance, maneuvering, and rules of the road. On Saturday 5/27, participants came to MTD's training lot and discussed the online materials and practiced various safety maneuvers to avoid crashes. These skills included avoidance weaving, quick turns, quick stops, and rock dodges. After mastering these skills, participants went on a 10-mile bike ride through town to see the bicycle infrastructure around our community. They were evaluated on observation of traffic law, group riding, and safe navigation of intersections. Participants finished the class feeling more comfortable riding around town and more knowledgeable about the rules of the road.

These types of activities fit perfectly into the District's mission of "Leading the way to greater mobility." Mobility doesn't just encompass public transit, but biking and walking, too.

-
- 3) The last week of June 2023 should be when we hear about our grant proposals to the FTA's Bus & Bus Facilities and Low and No Emissions grant programs, as well as DOT's RAISE grant program. All of these programs are historically over-subscribed by a significant amount, but we do feel like we had compelling applications.

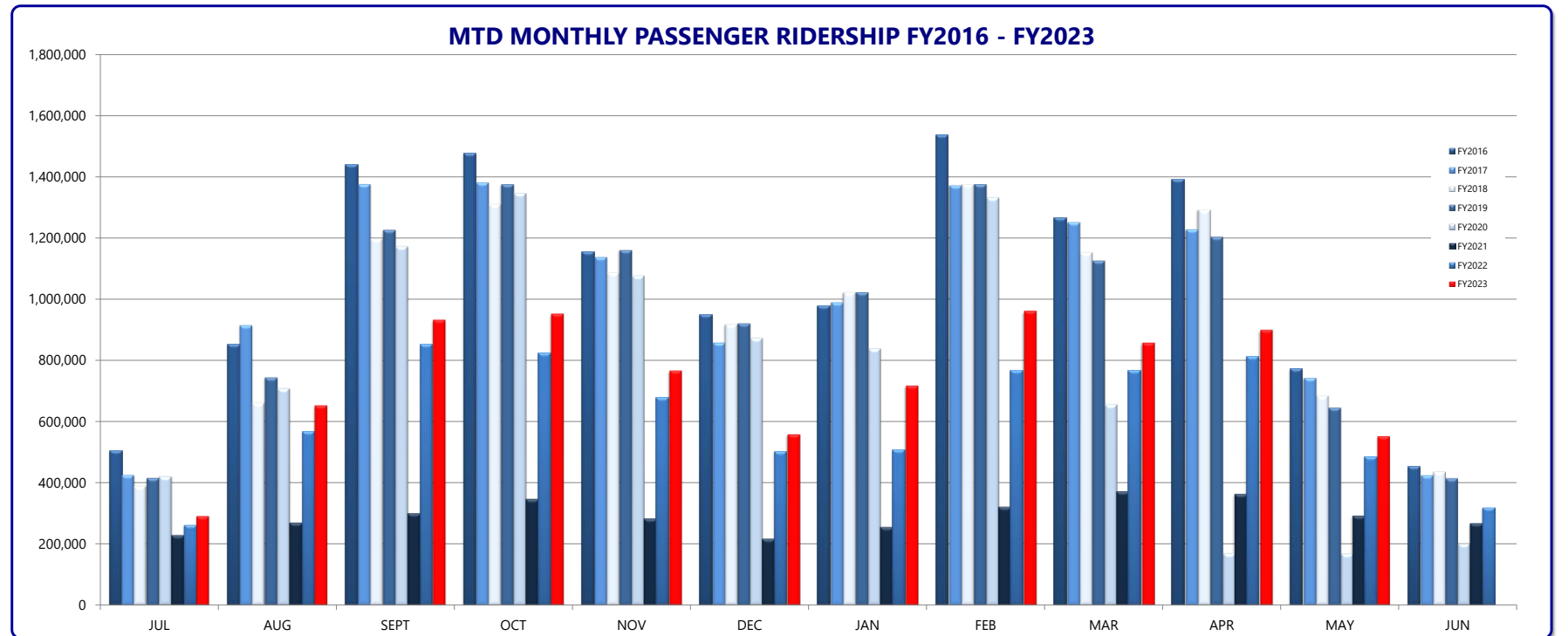
Champaign-Urbana Mass Transit District

Fiscal-Year-to-Date Ridership Comparison

	May-23	May-22	% Change	FY23 YTD	FY22 YTD	% Change
Adult Rides	19,700	17,932	9.9%	201,619	194,352	3.7%
School Rides	37,637	29,871	26.0%	362,876	305,859	18.6%
DASH/Senior - E & D Rides	34,560	29,756	16.1%	333,346	270,861	23.1%
U of I Faculty/Staff Rides	16,311	14,950	9.1%	306,874	227,336	35.0%
Annual Pass	39,464	39,857	-1.0%	410,146	323,755	26.7%
U of I Student Rides	374,011	331,643	12.8%	6,204,812	5,470,008	13.4%
All Day Passes	186	295	-36.9%	1,881	4,816	-60.9%
Transfers	6,307	5,678	11.1%	65,268	55,313	18.0%
Saferides Connect	1,594	1,681	-5.2%	25,656	23,676	8.4%
West Connect	0	0	-	0	528	-100.0%
Monthly Pass	7,396	4,693	57.6%	77,443	53,668	44.3%
Veterans Pass	2,651	2,444	8.5%	26,794	22,023	21.7%
Total Unlinked Passenger Rides	539,817	478,800	12.7%	8,016,715	6,952,195	15.3%
Half-Fare Cab Subsidy Rides	52	145	-64.1%	1,208	1,571	-23.1%
ADA Rides	11,118	6,227	78.5%	103,286	66,577	55.1%
TOTAL	550,987	485,172	13.6%	8,121,209	7,020,343	15.7%

	May-23	May-22
Weekdays	22	21
UI Weekdays	10	10
Saturdays	4	4
UI Saturdays	1	1
Sundays	4	5
UI Sundays	1	2
Champaign Schools Days	19	15
Urbana School Days	20	20
Holidays	1	1
Average Temperature	64.8	65.2
Total Precipitation	1.98	4.12
Average Gas Price	\$3.71	\$4.83

	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023
JUL	529,018	503,481	424,915	389,398	415,476	420,729	226,004	260,815	290,301
AUG	848,165	851,098	914,496	661,178	743,728	708,465	266,497	567,618	651,458
SEPT	1,514,019	1,439,491	1,375,803	1,197,928	1,226,527	1,172,335	297,090	850,842	929,906
OCT	1,606,340	1,478,275	1,380,990	1,310,380	1,375,516	1,346,402	343,765	822,915	949,844
NOV	1,236,071	1,153,897	1,137,573	1,087,343	1,160,184	1,076,993	279,977	678,231	764,340
DEC	1,068,608	949,030	857,837	917,782	920,718	873,429	214,183	501,741	556,970
JAN	996,469	977,223	989,700	1,022,713	1,022,403	838,969	252,336	506,560	715,390
FEB	1,576,687	1,537,540	1,371,778	1,375,553	1,375,560	1,331,716	318,071	766,403	959,122
MAR	1,305,425	1,266,676	1,251,352	1,153,015	1,125,644	656,224	368,540	766,766	855,518
APR	1,402,475	1,391,286	1,228,127	1,292,424	1,203,603	169,747	360,134	813,280	897,373
MAY	940,147	770,860	742,253	684,678	645,383	168,484	289,030	485,172	550,987
JUN	528,360	451,663	424,219	435,993	414,421	201,092	264,733	317,937	
TOTAL	13,551,784	12,770,520	12,099,043	11,528,385	11,629,163	8,964,585	3,480,360	7,338,280	8,121,209



Champaign-Urbana Mass Transit District

June 21, 2023

Route Performance Report

May 2023

Weekdays

	Passengers	Revenue Hours	Passengers Per Revenue Hour	Revenue Hour Performance Comparison +	Revenue Miles	Passengers Per Revenue Mile	Revenue Mile Performance Comparison +
Daytime Campus Fixed Route	131,210	2,768.98	47.39		31,032.57	4.23	
1 Yellow Hopper	6,271	95.45	65.70	1.39	916.21	6.84	1.62
10 Gold Hopper	5,854	180.77	32.38	0.68	2,324.73	2.52	0.60
12 Teal	32,296	592.68	54.49	1.15	6,357.59	5.08	1.20
13 Silver	17,265	406.33	42.49	0.90	4,723.77	3.65	0.86
21 Raven	4,524	209.00	21.65	0.46	2,205.33	2.05	0.49
22 Illini	54,785	858.68	63.80	1.35	9,382.86	5.84	1.38
24 Link	10,215	426.07	23.98	0.51	5,122.09	1.99	0.47
Daytime Community Fixed Route	271,043	10,880.23	24.91		149,635.08	1.81	
1 Yellow	37,638	1,148.62	32.77	1.32	15,009.75	2.51	1.38
2 Red	26,551	1,077.42	24.64	0.99	14,209.08	1.87	1.03
3 Lavender	16,906	641.38	26.36	1.06	8,721.74	1.94	1.07
4 Blue	10,357	546.28	18.96	0.76	6,769.67	1.53	0.84
5 Green	41,295	1,246.81	33.12	1.33	16,705.45	2.47	1.36
5 Green Express	9,627	324.52	29.67	1.19	4,927.59	1.95	1.08
5 Green Hopper	20,425	570.93	35.77	1.44	7,555.44	2.70	1.49
6 Orange	14,215	751.78	18.91	0.76	9,610.00	1.48	0.82
6 Orange Hopper	6,765	284.88	23.75	0.95	3,316.89	2.04	1.13
7 Grey	23,028	1,004.21	22.93	0.92	13,748.04	1.68	0.92
8 Bronze	4,912	317.80	15.46	0.62	4,701.31	1.04	0.58
9 Brown	26,077	1,249.33	20.87	0.84	17,389.20	1.50	0.83
10 Gold	23,388	982.88	23.80	0.96	13,733.52	1.70	0.94
11 Ruby	362	118.05	3.07	0.12	2,245.01	0.16	0.09
14 Navy	3,411	242.00	14.10	0.57	4,441.39	0.77	0.42
16 Pink	6,086	373.35	16.30	0.65	6,550.99	0.93	0.51

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

	Passengers	Revenue Hours	Passengers Per Revenue Hour	Revenue Hour Performance Comparison +	Revenue Miles	Passengers Per Revenue Mile	Revenue Mile Performance Comparison +
Evening Campus Fixed Route	35,342	713.28	49.55		8,354.81	4.23	
120 Teal	11,353	246.00	46.15	0.93	2,875.00	3.95	0.93
130 Silver	2,318	68.07	34.05	0.69	807.79	2.87	0.68
130 Silver Limited	707	57.60	12.27	0.25	664.58	1.06	0.25
220 Illini	18,972	233.62	81.21	1.64	2,771.44	6.85	1.62
220 Illini Limited	1,992	108.00	18.44	0.37	1,236.00	1.61	0.38
Evening Community Fixed Route	36,083	1,483.02	24.33		21,237.92	1.70	
50 Green	13,353	400.18	33.37	1.37	5,683.39	2.35	1.38
50 Green Hopper	6,268	167.48	37.42	1.54	2,250.25	2.79	1.64
70 Grey	4,133	267.58	15.45	0.63	3,812.11	1.08	0.64
100 Yellow	10,754	485.97	22.13	0.91	6,500.91	1.65	0.97
110 Ruby	1,137	76.97	14.77	0.61	1,283.58	0.89	0.52
180 Lime	438	84.83	5.16	0.21	1,707.67	0.26	0.15
Total	473,678	15,845.52	29.89		210,260.38	2.25	

* 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

June 21, 2023

Route Performance Report

May 2023

Weekends

	Passengers	Revenue Hours	Passengers Per Revenue Hour	Revenue Hour Performance Comparison +	Revenue Miles	Passengers Per Revenue Mile	Revenue Mile Performance Comparison +
Saturday Daytime Campus Fixed	8,475	219.38	38.63		2,450.95	3.46	
120 Teal	3,494	94.87	36.83	0.95	1,033.33	3.38	0.98
130 Silver	1,997	46.18	43.24	1.12	538.10	3.71	1.07
220 Illini	2,984	78.33	38.09	0.99	879.52	3.39	0.98
Saturday Daytime Community	10,022	754.19	13.29		10,440.27	0.96	
20 Red	1,203	99.20	12.13	0.91	1,297.27	0.93	0.97
30 Lavender	771	87.22	8.84	0.67	1,350.71	0.57	0.59
50 Green	3,373	148.87	22.66	1.71	1,929.87	1.75	1.82
70 Grey	1,862	155.73	11.96	0.90	2,094.25	0.89	0.93
100 Yellow	2,364	176.00	13.43	1.01	2,320.84	1.02	1.06
110 Ruby	267	42.73	6.25	0.47	720.24	0.37	0.39
180 Lime	182	44.44	4.10	0.31	727.08	0.25	0.26
Saturday Evening Campus Fixed	5,425	136.58	39.72		1,554.45	3.49	
120 Teal	1,263	43.50	29.03	0.73	476.83	2.65	0.76
130 Silver	706	28.85	24.47	0.62	335.80	2.10	0.60
220 Illini	3,456	64.23	53.80	1.35	741.83	4.66	1.33
Saturday Evening Community	4,065	297.42	13.67		4,062.21	1.00	
50 Green	1,498	70.42	21.27	1.56	968.45	1.55	1.55
50 Green Hopper	1,059	40.00	26.48	1.94	516.04	2.05	2.05
70 Grey	313	53.27	5.88	0.43	727.33	0.43	0.43
100 Yellow	1,139	106.28	10.72	0.78	1,389.36	0.82	0.82
110 Ruby	25	12.87	1.94	0.14	218.65	0.11	0.11
180 Lime	31	14.58	2.13	0.16	242.38	0.13	0.13

* The Percent of Group Ridership shows how the ridership for the route compares to the group

+ Performance Comparison shows each Route's Passengers Per Revenue Hour or Mile compared to the Route Group's average

Routes that are continually above 1.5 or below 0.5 may need to be examined as they are not performing within the Group Standards.

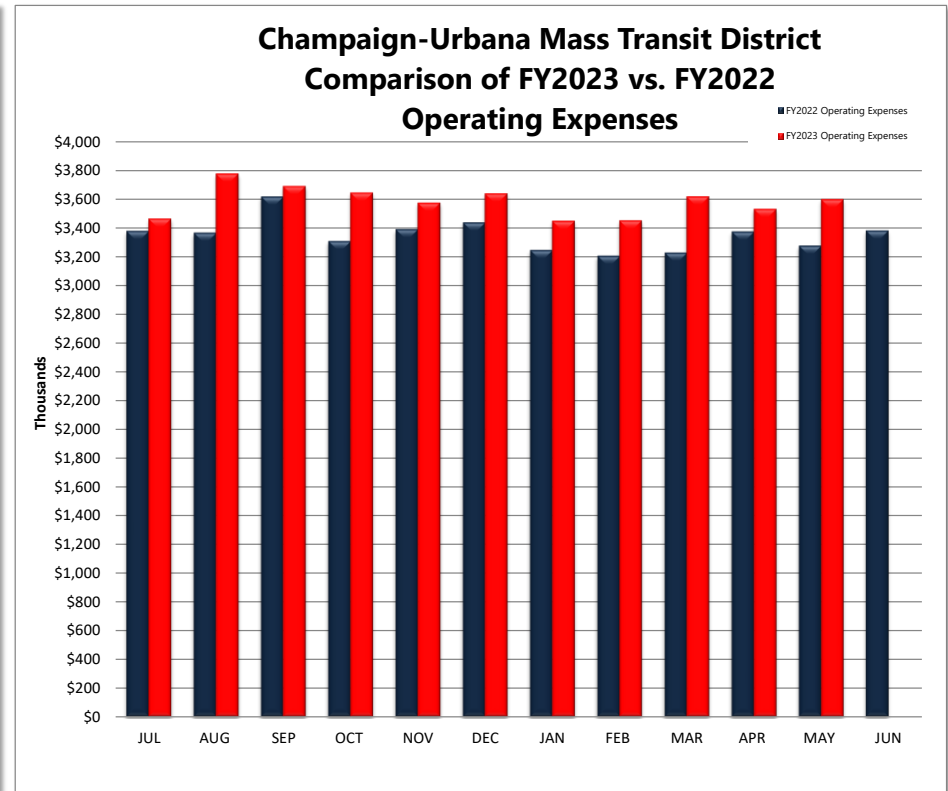
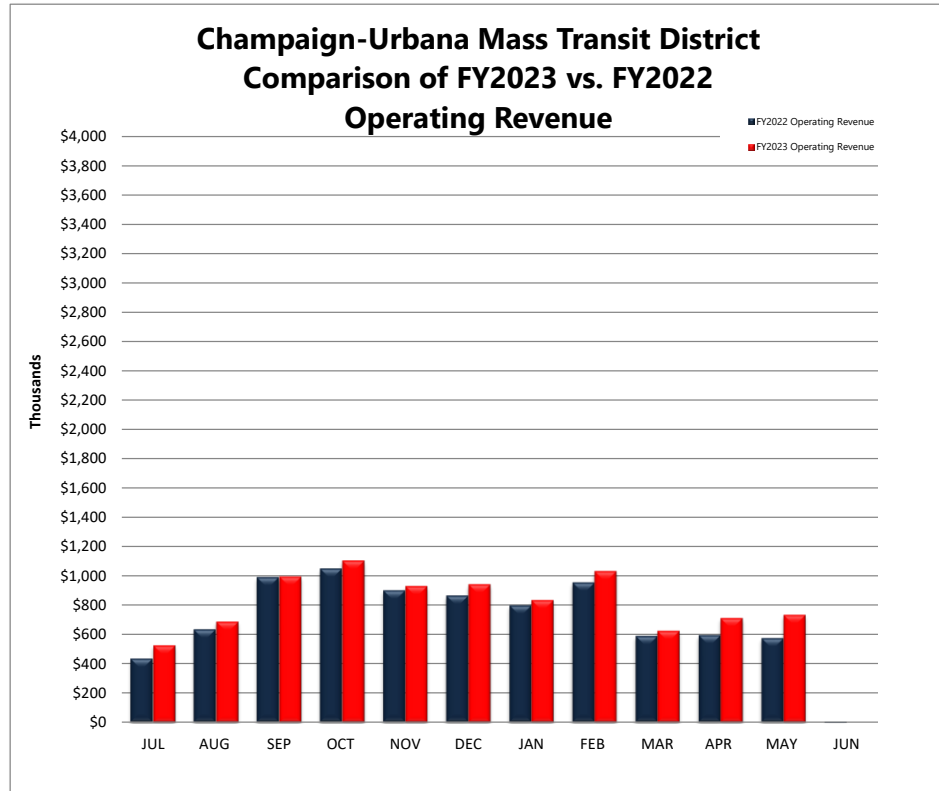
	Passengers	Revenue Hours	Passengers Per Revenue Hour	Revenue Hour Performance Comparison +	Revenue Miles	Passengers Per Revenue Mile	Revenue Mile Performance Comparison +
Sunday Daytime Campus Fixed Route	5,522	133.42	41.39		1,501.44	3.68	
120 Teal	1,787	34.92	51.18	1.24	380.68	4.69	1.28
130 Silver	1,165	31.83	36.60	0.88	370.93	3.14	0.85
220 Illini	2,570	66.67	38.55	0.93	749.83	3.43	0.93
Sunday Daytime Community Fixed Route	13,015	572.72	22.73		8,160.22	1.59	
30 Lavender	1,290	71.47	18.05	0.79	1,104.93	1.17	0.73
50 Green	4,502	135.40	33.25	1.46	1,753.03	2.57	1.61
70 Grey	2,453	137.67	17.82	0.78	1,861.43	1.32	0.83
100 Yellow	4,058	134.48	30.17	1.33	1,776.85	2.28	1.43
110 Ruby	470	32.53	14.45	0.64	552.72	0.85	0.53
180 Lime	242	61.17	3.96	0.17	1,111.26	0.22	0.14
Sunday Evening Campus Fixed Route	3,427	56.42	60.74		654.20	5.24	
120 Teal	992	17.45	56.85	0.94	189.36	5.24	1.00
130 Silver	401	12.95	30.97	0.51	152.28	2.63	0.50
220 Illini	2,034	26.02	78.18	1.29	312.55	6.51	1.24
Sunday Evening Community Fixed Route	804	14.17	56.75		190.20	4.23	
50 Green	514	7.00	73.43	1.29	91.25	5.63	1.33
100 Yellow	290	7.17	40.47	0.71	98.96	2.93	0.69
Total	50,755	2,184.29	23.24		29,013.94	1.75	

* 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 FY2023 vs FY2022 Revenue and Expenses

June 21, 2023

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
FY2022 Operating Revenue	\$431,925	\$630,757	\$987,941	\$1,045,828	\$896,190	\$860,757	\$795,610	\$951,191	\$585,943	\$591,962	\$570,813	-\$392,222
FY2023 Operating Revenue	\$523,740	\$685,651	\$991,317	\$1,099,592	\$926,476	\$939,010	\$831,967	\$1,027,710	\$623,316	\$709,239	\$731,296	
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	\$3,275,499	\$3,379,302
FY2023 Operating Expenses	\$3,465,500	\$3,778,872	\$3,692,179	\$3,646,228	\$3,575,186	\$3,641,176	\$3,449,728	\$3,452,404	\$3,619,747	\$3,532,945	\$3,600,869	
FY2022 Operating Ratio	12.79%	18.75%	27.32%	31.63%	26.44%	25.05%	24.52%	29.68%	18.16%	17.55%	17.43%	-11.61%
FY2023 Operating Ratio	15.11%	18.14%	26.85%	30.16%	25.91%	25.79%	24.12%	29.77%	17.22%	20.08%	20.31%	



Champaign-Urbana Mass Transit District
 May 2023 Statistical Summary

HOURS	May 2022	May 2023	% Change	FY2022 to Date	FY2023 to Date	% Change
Passenger Revenue	19,497.70	19,675.00	0.9%	221,624.83	222,895.50	0.6%
Vacation/Holiday/Earned Time	6,805.21	7,213.41	6.0%	70,847.15	75,115.56	6.0%
Non-Revenue	5,198.15	5,452.39	4.9%	67,599.33	55,937.05	-17.3%
TOTAL	31,501.06	32,340.80	2.67%	360,071.31	353,948.11	-1.70%

REVENUE/EXPENSES	May 2022	May 2023	% Change	FY2022 to Date	FY2023 to Date	% Change
Operating Revenue	\$570,813.26	\$731,295.69	28.1%	\$8,348,916.86	\$9,089,314.23	8.9%
Operating Expenses	\$3,275,498.96	\$3,600,869.48	9.9%	\$36,813,404.90	\$39,454,835.08	7.2%
Operating Ratio	17.43%	20.31%	16.5%	22.68%	23.04%	1.6%
Passenger Revenue/Revenue Vehicle Hour	\$25.31	\$26.06	3.0%	\$32.56	\$33.74	3.6%

RIDERSHIP	May 2022	May 2023	% Change	FY2022 to Date	FY2023 to Date	% Change
Revenue Passenger	473,122	533,510	12.8%	6,896,882	7,951,447	15.3%
Transfers	5,678	6,307	11.1%	55,313	65,268	18.0%
Total Unlinked	478,800	539,817	12.7%	6,952,195	8,016,715	15.3%
ADA Riders	6,227	11,118	78.5%	66,577	103,286	55.1%
Half Fare Cab	145	52	-64.1%	1,571	1,208	-23.1%
TOTAL	485,172	550,987	13.57%	7,020,343	8,121,209	15.68%

PASSENGERS/REVENUE HOUR	May 2022	May 2023	% Change	FY2022 to Date	FY2023 to Date	% Change
Hour	24.56	27.44	11.7%	31.37	35.97	14.7%

Champaign Urbana Mass Transit District Budget Analysis Report

From Fiscal Year: 2023 From Period 11
Thru Fiscal Year: 2023 Thru Period 11

Division: 00 Champaign Urbana Mass Transit District

As of: 5/31/2023

May-2023	Budget This Period	May-2022	Act/Bgt Var %		Actual Ytd	Jul-2022 thru May-2023 Budget Ytd	Last Ytd	Act/Bgt Var %
4000000000 **** R E V E N U E ****								
4000000099 ** TRANSPORTATION REVENUE								
4010000000 * PASSENGER FARES								
32,200.84	33,333.33	23,497.35	-3.40%	4010100000 FULL ADULT FARES	326,024.56	366,666.63	262,292.51	-11.08%
410.00	833.33	589.00	-50.80%	4010300000 STUDENT FARES	5,269.00	9,166.63	3,755.50	-42.52%
-55.00	0.00	-21.00	-100.00%	4010700000 FARE REFUNDS	-1,589.00	0.00	-779.00	-100.00%
10,187.00	12,500.00	10,046.00	-18.50%	4010800000 ANNUAL PASS REVENUE	106,398.00	137,500.00	75,912.00	-22.62%
374.00	2,916.67	1,055.00	-87.18%	4011000000 HALF FARE CAB	8,963.50	32,083.37	10,605.50	-72.06%
5,033.00	3,333.33	3,136.00	50.99%	4011100000 ADA TICKETS & FARES	50,916.00	36,666.63	30,729.00	38.86%
48,149.84	52,916.66	38,302.35	-9.01%	4019900099 * TOTAL PASSENGER FARES	495,982.06	582,083.26	382,515.51	-14.79%
4020000000 * SPECIAL TRANSIT & SCHOOL FARE								
356,119.00	483,333.33	348,535.00	-26.32%	4020300000 U OF I CAMPUS SERVICE	5,997,219.27	5,316,666.63	5,824,320.00	12.80%
26,882.17	27,083.33	25,546.25	-0.74%	4020500000 ADA - U I & DSC CONTRACTS	295,703.87	297,916.63	281,008.75	-0.74%
81,867.56	62,083.33	82,116.56	31.87%	4030100000 SCHOOL SERVICE FARES	737,120.04	682,916.63	739,142.04	7.94%
464,868.73	572,499.99	456,197.81	-18.80%	4039999999 * TOTAL SPECIAL TRANSIT & SCHOO	7,030,043.18	6,297,499.89	6,844,470.79	11.63%
4060000000 *AUXILIARY TRANSPORTATION REVE								
2,701.39	2,083.33	1,933.92	29.67%	4060100000 I.T. COMMISSIONS	20,939.59	22,916.63	21,071.09	-8.63%
25,834.05	25,000.00	16,453.50	3.34%	4060300000 ADVERTISING REVENUE	386,760.55	275,000.00	273,602.38	40.64%
28,535.44	27,083.33	18,387.42	5.36%	4069900098 *TOTAL AUXILIARY TRANSPORTATIO	407,700.14	297,916.63	294,673.47	36.85%
541,554.01	652,499.98	512,887.58	-17.00%	4069900099 ** TOTAL TRANSPORTATION REVEN	7,933,725.38	7,177,499.78	7,521,659.77	10.54%
4070000000 ** NON-TRANSPORTATION REVENUE								
2,480.37	1,833.33	1,272.84	35.29%	4070100000 SALE OF MAINTENANCE SERVICES	19,102.71	20,166.63	17,376.68	-5.28%
0.00	0.00	0.00	0.00%	4070200000 RENTAL OF REVENUE VEHICLES	0.00	0.00	0.00	0.00%
40,631.07	35,416.67	33,472.66	14.72%	4070300000 BUILDING RENTAL - IL TERMINAL	410,899.96	389,583.37	383,082.59	5.47%
2,001.05	17,916.67	17,924.38	-88.83%	4070300002 BUILDING RENTAL - 801 & 1101	152,423.19	197,083.37	197,168.18	-22.66%
142,609.59	12,500.00	14,412.84	> 999.99%	4070400000 INVESTMENT INCOME	540,543.39	137,500.00	133,006.40	293.12%
0.00	0.00	-1,783.20	0.00%	4070400002 +/- FAIR VALUE OF INVESTMENT	-2,160.00	0.00	-42,408.55	-100.00%
12.75	0.00	2.00	100.00%	4070800000 OVER OR SHORT	3,773.20	0.00	459.22	100.00%
0.00	0.00	0.00	0.00%	4079800000 GAIN ON FIXED ASSET DISPOSAL	2,500.00	0.00	23,220.00	100.00%

Champaign Urbana Mass Transit District Budget Analysis Report

From Fiscal Year: 2023 From Period 11
Thru Fiscal Year: 2023 Thru Period 11

Division: 00 Champaign Urbana Mass Transit District

As of: 5/31/2023

May-2023	Budget This Period	May-2022	Act/Bgt Var %		Actual Ytd	Jul-2022 thru May-2023 Budget Ytd	Last Ytd	Act/Bgt Var %
2,006.85	0.00	-7,375.84	100.00%	4079900001 OTHER NON-TRANSPORTATION REV	28,506.40	0.00	115,352.57	100.00%
189,741.68	67,666.67	57,925.68	180.41%	4079900099 ** TOTAL NON-TRANSPORTATION RE	1,155,588.85	744,333.37	827,257.09	55.25%
731,295.69	720,166.65	570,813.26	1.55%	4079999999 *** TOTAL TRANS & NON-TRANS REV	9,089,314.23	7,921,833.15	8,348,916.86	14.74%
4080000000 ** TAX REVENUE								
816,666.00	816,666.67	784,600.00	0.00%	4080100000 PROPERTY TAX REVENUE	8,983,326.00	8,983,333.37	8,630,600.00	0.00%
0.00	0.00	0.00	0.00%	4080100001 PROPERTY TAX - UNCOLLECTIBLE R	-10,497.32	0.00	-21,815.31	-100.00%
0.00	16,666.67	0.00	-100.00%	4080600000 REPLACEMENT TAX REVENUE	602,544.99	183,333.37	573,133.93	228.66%
0.00	0.00	0.00	0.00%	4089900001 MISCELLANEOUS PROPERTY TAXES	6,025.00	0.00	0.00	100.00%
816,666.00	833,333.34	784,600.00	-2.00%	4089999999 ** TOTAL TAX REVENUE	9,581,398.67	9,166,666.74	9,181,918.62	4.52%
4110000000 ** STATE GRANTS & REIMBURSEME								
2,303,000.00	2,819,754.17	2,550,000.00	-18.33%	4110100000 OPERATING ASSISTANCE - STATE	25,923,750.00	31,017,295.87	23,832,039.00	-16.42%
0.00	0.00	0.00	0.00%	4110100001 OPERATING ASSIST - DEBT SERVICE	6,078.80	0.00	399,661.00	100.00%
0.00	175,750.00	0.00	-100.00%	4111000000 STATE GRANT REVENUE	0.00	1,933,250.00	7,543,060.00	-100.00%
0.00	0.00	0.00	0.00%	4111000001 STATE GRANT REVENUE - PASS TH	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	4119900000 STATE REIMBURSEMENTS	0.00	0.00	18,473.50	0.00%
0.00	0.00	0.00	0.00%	4119900001 STATE REIMB - PASS THRU \$	0.00	0.00	-19,677.20	0.00%
2,303,000.00	2,995,504.17	2,550,000.00	-23.12%	4119999999 ** TOTAL STATE GRANTS & REIMB	25,929,828.80	32,950,545.87	31,773,556.30	-21.31%
4130000000 ** FEDERAL GRANTS & REIMBURSE								
0.00	250,000.00	0.00	-100.00%	4130100000 OPERATING ASSISTANCE - FEDERAL	0.00	2,750,000.00	0.00	-100.00%
461,987.00	6,192,083.33	0.00	-92.54%	4130500000 FEDERAL GRANT REVENUE	7,682,263.93	68,112,916.63	7,669,509.30	-88.72%
0.00	0.00	0.00	0.00%	4130600000 FEDERAL GRANT PASS THRU \$	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	4139900000 FEDERAL REIMBURSEMENTS	0.00	0.00	0.00	0.00%
461,987.00	6,442,083.33	0.00	-92.83%	4139999999 ** TOTAL FEDERAL GRANTS & REIM	7,682,263.93	70,862,916.63	7,669,509.30	-89.16%
4150000000 **OTHER AGENCY REVENUES								
0.00	0.00	0.00	0.00%	4150130000 CONTRIBUTED CAPITAL - GOV'T	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	4150130010 CONTRIBUTED CAPITAL - NON-GOV'T	0.00	0.00	9,438.00	0.00%
0.00	0.00	0.00	0.00%	4159999999 ***TOTAL OTHER AGENCY REVENUE	0.00	0.00	9,438.00	0.00%
4,312,948.69	10,991,087.49	3,905,413.26	-60.76%	4999900099 **** TOTAL REVENUE ****	52,282,805.63	120,901,962.39	56,983,339.08	-56.76%

Champaign Urbana Mass Transit District Budget Analysis Report

From Fiscal Year: 2023 From Period 11
Thru Fiscal Year: 2023 Thru Period 11

Division: 00 Champaign Urbana Mass Transit District

As of: 5/31/2023

May-2023	Budget This Period	May-2022	Act/Bgt Var %		Actual Ytd	Jul-2022 thru May-2023 Budget Ytd	Last Ytd	Act/Bgt Var %
5000000000 **** EXPENSES ****								
5010000000 ** LABOR								
1,032,753.48	916,666.67	738,171.89	12.66%	5010101000 OPERATORS WAGES	10,535,819.16	10,083,333.37	8,634,491.47	4.49%
122,701.41	150,000.00	124,980.19	-18.20%	5010204000 MECHANICS WAGES - MAINT	1,456,349.00	1,650,000.00	1,329,608.29	-11.74%
97,048.13	91,666.67	67,287.79	5.87%	5010304000 MAINTENANCE WAGES - MAINT	954,612.14	1,008,333.37	759,879.15	-5.33%
113,833.74	133,333.33	100,777.17	-14.62%	5010401000 SUPERVISORS SALARIES - OPS	1,212,013.88	1,466,666.63	1,157,213.95	-17.36%
46,181.83	22,083.33	20,004.29	109.13%	5010404000 SUPERVISORS SALARIES - MAINT	258,078.08	242,916.63	214,969.77	6.24%
65,574.34	95,833.33	77,029.47	-31.57%	5010501000 OVERHEAD SALARIES - OPS	835,925.91	1,054,166.63	919,846.63	-20.70%
32,792.68	45,416.67	31,542.36	-27.80%	5010504000 OVERHEAD SALARIES - MAINT	447,783.23	499,583.37	394,300.33	-10.37%
128,048.45	151,416.67	117,429.53	-15.43%	5010516000 OVERHEAD SALARIES - G&A	1,621,135.93	1,665,583.37	1,358,106.97	-2.67%
14,157.32	22,916.67	15,692.61	-38.22%	5010516200 OVERHEAD SALARIES - IT	224,687.73	252,083.37	181,358.71	-10.87%
19,225.52	27,083.33	15,019.95	-29.01%	5010601000 CLERICAL WAGES - OPS	182,738.74	297,916.63	160,640.99	-38.66%
0.00	0.00	0.00	0.00%	5010604000 CLERICAL WAGES - MAINT	0.00	0.00	0.00	0.00%
29,607.40	37,500.00	29,022.24	-21.05%	5010616000 CLERICAL WAGES - G&A	367,260.96	412,500.00	369,393.29	-10.97%
1,680.76	11,833.33	6,439.10	-85.80%	5010616200 CLERICAL WAGES - IT	109,722.03	130,166.63	96,556.37	-15.71%
5,054.17	17,500.00	10,011.34	-71.12%	5010716200 SECURITY WAGES - IT	138,378.41	192,500.00	117,800.16	-28.12%
-660.17	0.00	-7,433.92	-100.00%	5010801000 LABOR CREDIT - OPS	-20,380.53	0.00	-24,781.87	-100.00%
-6,076.98	0.00	-5,429.97	-100.00%	5010804000 LABOR CREDIT - MAINT	-48,624.47	0.00	-31,898.62	-100.00%
-2,426.46	0.00	-7,412.65	-100.00%	5010806000 LABOR CREDIT - G&A	-13,950.46	0.00	-30,398.54	-100.00%
11,149.76	14,166.67	9,515.91	-21.30%	5010816200 MAINTENANCE WAGES - IT	128,703.61	155,833.37	110,352.21	-17.41%
0.00	0.00	0.00	0.00%	5010901000 REDUCED/REASSIGNMNT PAY - OPS	0.00	0.00	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	0.00%	5010916000 REDUCED/REASSIGNMNT PAY - G&A	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5010916200 REDUCED/REASSIGNMNT PAY - IT	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5011001000 MEAL DELIVERY WAGES - OPS (NON-	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5012001000 U OF I COVID ROUTE WAGES	0.00	0.00	0.00	0.00%
0.00	0.00	3,520.44	0.00%	5013001000 COVID VACCINE INCENTIVE WAGES	0.00	0.00	31,139.74	0.00%
0.00	0.00	759.49	0.00%	5013016000 COVID TESTING WAGES	0.00	0.00	17,987.90	0.00%
1,710,645.38	1,737,416.67	1,346,927.23	-1.54%	5019999000 ** TOTAL LABOR	18,390,253.35	19,111,583.37	15,766,566.90	-3.77%
5020000000 ** FRINGE BENEFITS								
96,438.70	112,500.00	86,545.09	-14.28%	5020101000 FICA - OPS	1,057,623.31	1,237,500.00	998,758.65	-14.54%
23,957.61	24,166.67	21,302.79	-0.87%	5020104000 FICA - MAINT	262,632.10	265,833.37	239,980.70	-1.20%
12,101.36	13,333.33	10,010.52	-9.24%	5020116000 FICA - G&A	135,248.43	146,666.63	111,864.49	-7.79%
3,548.85	4,583.33	3,697.62	-22.57%	5020116200 FICA - IT	53,100.36	50,416.63	42,215.57	5.32%
103,134.74	195,833.33	111,897.78	-47.34%	5020201000 IMRF - OPS	1,490,959.60	2,154,166.63	1,822,371.42	-30.79%
26,567.30	43,750.00	26,660.42	-39.27%	5020204000 IMRF - MAINT	419,135.12	481,250.00	492,797.35	-12.91%

Champaign Urbana Mass Transit District Budget Analysis Report

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Division: 00 Champaign Urbana Mass Transit District

As of: 5/31/2023

May-2023	Budget		Act/Bgt Var %		Jul-2022 thru May-2023			Act/Bgt Var %
	This Period	May-2022			Actual Ytd	Budget Ytd	Last Ytd	
12,814.16	19,583.33	13,442.71	-34.57%	5020216000 IMRF - G&A	193,494.81	215,416.63	191,116.72	-10.18%
4,283.01	6,250.00	4,714.55	-31.47%	5020216200 IMRF - IT	70,272.00	68,750.00	63,847.95	2.21%
306,601.60	333,333.33	294,379.18	-8.02%	5020301000 MEDICAL INSURANCE - OPS	3,368,410.32	3,666,666.63	3,271,277.77	-8.13%
76,997.08	75,000.00	70,623.12	2.66%	5020304000 MEDICAL INSURANCE - MAINT	812,251.11	825,000.00	773,233.82	-1.55%
35,063.50	40,000.00	30,036.20	-12.34%	5020316000 MEDICAL INSURANCE - G&A	418,976.50	440,000.00	342,785.20	-4.78%
20,674.00	18,750.00	16,589.00	10.26%	5020316200 MEDICAL INSURANCE - IT	217,117.00	206,250.00	174,800.00	5.27%
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%
1,822.98	2,083.33	1,560.16	-12.50%	5020501000 LIFE INSURANCE - OPS	16,805.62	22,916.63	17,623.12	-26.67%
525.77	500.00	525.77	5.15%	5020504000 LIFE INSURANCE - MAINT	5,974.67	5,500.00	5,419.50	8.63%
172.97	583.33	169.54	-70.35%	5020516000 LIFE INSURANCE - G&A	2,308.64	6,416.63	4,502.15	-64.02%
9.80	166.67	127.40	-94.12%	5020516200 LIFE INSURANCE - IT	1,509.20	1,833.37	1,313.20	-17.68%
0.00	0.00	0.00	0.00%	5020601000 OPEB EXPENSE - OPS	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5020604000 OPEB EXPENSE - MAINT	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5020616000 OPEB EXPENSE - G&A	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5020616200 OPEB EXPENSE - IT	0.00	0.00	0.00	0.00%
2,214.08	4,166.67	0.00	-46.86%	5020701000 UNEMPLOYMENT INSURANCE - OPS	44,646.79	45,833.37	43,102.33	-2.59%
0.00	833.33	0.00	-100.00%	5020704000 UNEMPLOYMENT INSURANCE - MAIN	485.77	9,166.63	9,753.73	-94.70%
0.00	250.00	0.00	-100.00%	5020716000 UNEMPLOYMENT INSURANCE - G&A	275.00	2,750.00	4,186.02	-90.00%
0.00	250.00	0.00	-100.00%	5020716200 UNEMPLOYMENT INSURANCE - IT	503.89	2,750.00	2,637.43	-81.68%
18,042.00	15,416.67	1,516.00	17.03%	5020801000 WORKERS COMP INSURANCE - OPS	177,609.63	169,583.37	149,753.52	4.73%
3,778.00	10,416.67	55.00	-63.73%	5020804000 WORKERS COMP INSURANCE - MAIN	36,388.00	114,583.37	27,881.89	-68.24%
2,295.00	1,666.67	611.67	37.70%	5020816000 WORKERS COMP INSURANCE - G&A	20,256.63	18,333.37	11,853.10	10.49%
649.00	2,083.33	0.00	-68.85%	5020816200 WORKERS COMP INSURANCE - IT	6,003.00	22,916.63	5,723.20	-73.81%
1,769.31	17,083.33	26,619.60	-89.64%	5021001000 HOLIDAYS - OPS	121,757.34	187,916.63	136,009.76	-35.21%
7,946.80	5,416.67	9,277.60	46.71%	5021004000 HOLIDAYS - MAINT	67,350.16	59,583.37	50,011.60	13.04%
0.00	0.00	0.00	0.00%	5021016000 HOLIDAYS - G&A	3,134.09	0.00	0.00	100.00%
0.00	833.33	832.32	-100.00%	5021016200 HOLIDAYS - IT	14,999.24	9,166.63	7,422.40	63.63%
14,229.58	55,000.00	60,749.72	-74.13%	5021101000 VACATIONS - OPS	511,767.15	605,000.00	537,868.93	-15.41%
11,442.80	15,000.00	9,719.68	-23.71%	5021104000 VACATIONS - MAINT	146,218.96	165,000.00	124,466.31	-11.38%
0.00	0.00	0.00	0.00%	5021116000 VACATION - G&A	0.00	0.00	0.00	0.00%
5,612.28	1,666.67	2,091.60	236.74%	5021116200 VACATIONS - IT	36,054.92	18,333.37	15,239.52	96.66%
4,497.45	5,416.67	3,117.15	-16.97%	5021201000 OTHER PAID ABSENCES - OPS	48,336.08	59,583.37	47,269.72	-18.88%
659.76	1,250.00	694.40	-47.22%	5021204000 OTHER PAID ABSENCES - MAINT	14,031.14	13,750.00	8,960.08	2.04%
0.00	83.33	0.00	-100.00%	5021216000 OTHER PAID ABSENCES - G&A	0.00	916.63	641.28	-100.00%
0.00	166.67	144.48	-100.00%	5021216200 OTHER PAID ABSENCES - IT	3,190.31	1,833.37	2,040.79	74.01%
8,216.02	5,416.67	-5,685.66	51.68%	5021301000 UNIFORM ALLOWANCES - OPS	44,464.97	59,583.37	46,451.22	-25.37%

Champaign Urbana Mass Transit District

Budget Analysis Report

From Fiscal Year: 2023 From Period 11
 Thru Fiscal Year: 2023 Thru Period 11

Division: 00 Champaign Urbana Mass Transit District

As of: 5/31/2023

May-2023	Budget This Period	May-2022	Act/Bgt Var %		Actual Ytd	Jul-2022 thru May-2023 Budget Ytd	Last Ytd	Act/Bgt Var %
2,550.60	2,250.00	11,617.30	13.36%	5021304000 UNIFORM ALLOWANCES - MAINT	24,397.95	24,750.00	20,228.67	-1.42%
1,621.25	500.00	-1,236.75	224.25%	5021316200 UNIFORM ALLOWANCES - IT	4,819.71	5,500.00	2,390.16	-12.37%
0.00	416.67	0.00	-100.00%	5021401000 OTHER FRINGE BENEFITS - OPS	800.00	4,583.37	0.00	-82.55%
0.00	833.33	0.00	-100.00%	5021404000 OTHER FRINGE BENEFITS - MAINT	632.95	9,166.63	1,242.00	-93.10%
1,378.50	5,000.00	865.00	-72.43%	5021416000 OTHER FRINGE BENEFITS - G&A	26,278.10	55,000.00	37,761.28	-52.22%
0.00	208.33	0.00	-100.00%	5021416200 OTHER FRINGE BENEFITS - IT	0.00	2,291.63	0.00	-100.00%
39,442.71	162,500.00	126,820.22	-75.73%	5021501000 EARNED TIME - OPS	693,458.62	1,787,500.00	1,570,307.08	-61.21%
9,464.00	29,166.67	19,874.73	-67.55%	5021504000 EARNED TIME - MAINT	194,688.94	320,833.37	335,857.47	-39.32%
7,179.20	2,916.67	5,406.64	146.14%	5021516200 EARNED TIME - IT	56,670.25	32,083.37	34,792.01	76.63%
0.00	1,500.00	0.00	-100.00%	5021604000 TOOL ALLOWANCE - MAINT	0.00	16,500.00	11,963.91	-100.00%
4,494.42	3,750.00	3,333.12	19.85%	5021701000 DISABILITY - OPS	31,265.51	41,250.00	23,348.26	-24.20%
2,226.12	416.67	909.30	434.26%	5021704000 DISABILITY - MAINT	3,895.62	4,583.37	909.30	-15.01%
0.00	83.33	0.00	-100.00%	5021716200 DISABILITY - IT	0.00	916.63	0.00	-100.00%
0.00	0.00	0.00	0.00%	5021801000 WORKERS COMP - PAYROLL - OPS	0.00	0.00	3,134.42	0.00%
0.00	0.00	0.00	0.00%	5021804000 WORKERS COMP - PAYROLL - MAINT	0.00	0.00	1,125.37	0.00%
0.00	0.00	0.00	0.00%	5021816200 WORKERS COMP - PAYROLL - IT	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5021901000 ROTATION BOARD PAY - OPS	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5021904000 ROTATION BOARD PAY - MAINT	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5021916000 ROTATION BOARD PAY - G&A	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5021916200 ROTATION BOARD PAY - IT	0.00	0.00	0.00	0.00%
0.00	16,666.67	0.00	-100.00%	5022001000 EARLY RETIREMENT PLAN - OPS	-38,980.94	183,333.37	76,566.00	-121.26%
0.00	2,916.67	0.00	-100.00%	5022004000 EARLY RETIREMENT PLAN - MAINT	0.00	32,083.37	51,187.00	-100.00%
0.00	2,083.33	0.00	-100.00%	5022016000 EARLY RETIREMENT PLAN - G&A	0.00	22,916.63	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%
0.00	0.00	0.00	0.00%	5023001000 "SICK BANK" EXPENSES - OPS	0.00	0.00	55,957.82	0.00%
0.00	0.00	0.00	0.00%	5023004000 "SICK BANK" EXPENSES - MAINT	0.00	0.00	6,040.28	0.00%
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	0.00	0.00%	5023016200 "SICK BANK" EXPENSES - IT	0.00	0.00	954.16	0.00%
874,422.31	1,264,041.67	969,614.97	-30.82%	5029999900 ** TOTAL FRINGE BENEFITS	10,821,218.57	13,904,458.37	12,018,945.63	-22.17%
5030000000 ** SERVICES								
14,600.04	68,750.00	14,706.00	-78.76%	5030316000 PROFESSIONAL SERVICES - G&A	398,479.88	756,250.00	416,095.54	-47.31%
17,839.95	208.33	0.00	> 999.99%	5030316200 PROFESSIONAL SERVICES - IT	43,183.72	2,291.63	115.22	> 999.99%
0.00	833.33	0.00	-100.00%	5030316300 PROFESSIONAL SERVICES - IT - NON	0.00	9,166.63	11,186.58	-100.00%
8,000.00	16,666.67	6,500.00	-52.00%	5030316400 PROFESSIONAL SERVICES - G&A - N	83,667.00	183,333.37	78,328.00	-54.36%
0.00	0.00	0.00	0.00%	5030404000 TEMPORARY HELP - MAINT	0.00	0.00	0.00	0.00%
0.00	4,166.67	0.00	-100.00%	5030416000 TEMPORARY HELP - G&A	0.00	45,833.37	0.00	-100.00%
20,258.23	6,666.67	2,188.53	203.87%	5030501000 CONTRACT MAINTENANCE - OPS	58,106.40	73,333.37	-19,279.27	-20.76%

Champaign Urbana Mass Transit District

Budget Analysis Report

From Fiscal Year: 2023 From Period 11
 Thru Fiscal Year: 2023 Thru Period 11

Division: 00 Champaign Urbana Mass Transit District

As of: 5/31/2023

May-2023	Budget This Period	May-2022	Act/Bgt Var %		Actual Ytd	Jul-2022 thru May-2023 Budget Ytd	Last Ytd	Act/Bgt Var %
17,495.86	13,333.33	9,544.67	31.22%	5030504000 CONTRACT MAINTENANCE - MAINT	157,833.69	146,666.63	136,851.86	7.61%
75,985.92	50,833.33	34,726.38	49.48%	5030516000 CONTRACT MAINTENANCE - G&A	586,559.09	559,166.63	525,769.09	4.90%
1,198.56	2,916.67	951.51	-58.91%	5030516200 CONTRACT MAINTENANCE - IT	9,838.02	32,083.37	18,461.53	-69.34%
52.05	0.00	0.00	100.00%	5030516300 CONTRACT MAINTENANCE - IT - NON	206.27	0.00	0.00	100.00%
0.00	0.00	0.00	0.00%	5030604000 CUSTODIAL SERVICES - MAINT	0.00	0.00	0.00	0.00%
14,418.20	3,750.00	0.00	284.49%	5030801000 PRINTING SERVICES - OPS	38,898.62	41,250.00	40,985.30	-5.70%
92.00	83.33	0.00	10.40%	5030804000 PRINTING SERVICES - MAINT	204.00	916.63	0.00	-77.74%
0.00	416.67	0.00	-100.00%	5030816000 PRINTING SERVICES - G&A	1,026.00	4,583.37	6,531.90	-77.61%
0.00	83.33	0.00	-100.00%	5030816200 PRINTING SERVICES - IT	0.00	916.63	0.00	-100.00%
0.00	0.00	0.00	0.00%	5030816300 PRINTING SERVICES - IT - NON-REIM	0.00	0.00	0.00	0.00%
748.00	8,333.33	2,110.00	-91.02%	5031216000 CABS	17,927.00	91,666.63	20,727.00	-80.44%
6,866.56	3,750.00	4,490.05	83.11%	5039901000 OTHER SERVICES - OPS	66,363.55	41,250.00	38,443.68	60.88%
1,118.84	1,250.00	855.51	-10.49%	5039904000 OTHER SERVICES - MAINT	11,422.16	13,750.00	11,390.44	-16.93%
2,266.84	8,333.33	1,473.65	-72.80%	5039916000 OTHER SERVICES - G&A	24,669.38	91,666.63	24,278.26	-73.09%
861.36	333.33	264.11	158.41%	5039916200 OTHER SERVICES - IT	2,511.75	3,666.63	1,042.22	-31.50%
0.00	0.00	0.00	0.00%	5039916300 OTHER SERVICES - IT - NON-REIMB	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5039916400 OTHER SERVICES - G&A - NON-REIM	0.00	0.00	1,570.27	0.00%
181,802.41	190,708.32	77,810.41	-4.67%	5039999900 ** TOTAL SERVICES	1,500,896.53	2,097,791.52	1,312,497.62	-28.45%
5040000000 ** MATERIALS & SUPPLIES CONSUM								
152,165.76	229,166.67	182,817.49	-33.60%	5040101000 FUEL & LUBRICANTS - OPS	1,880,445.65	2,520,833.37	1,542,624.66	-25.40%
18,980.37	14,583.33	18,616.94	30.15%	5040104000 FUEL & LUBRICANTS - MAINT	191,419.06	160,416.63	156,928.34	19.33%
15,760.14	13,750.00	12,251.49	14.62%	5040201000 TIRES & TUBES - OPS - MB DO	149,463.76	151,250.00	137,545.49	-1.18%
924.05	916.67	2,178.74	0.81%	5040204000 TIRES & TUBES - MAINT - DR DO	10,947.45	10,083.37	10,053.79	8.57%
0.00	0.00	0.00	0.00%	5040206000 TIRES & TUBES - NON-REVENUE VEH	343.78	0.00	0.00	100.00%
4,244.00	4,166.67	145.78	1.86%	5040304000 GARAGE EQUIPMENT REPAIRS - MAI	15,360.36	45,833.37	31,735.72	-66.49%
32,706.42	14,583.33	60,658.11	124.27%	5040404000 BLDG & GROUND REPAIRS - MAINT -	309,631.92	160,416.63	205,523.26	93.02%
27,318.64	4,166.67	0.00	555.65%	5040404001 BLDG & GROUND REPAIRS - MAINT -	86,644.11	45,833.37	10,851.63	89.04%
0.00	83.33	0.00	-100.00%	5040404002 BLDG & GROUND REPAIRS - MAINT -	1,497.96	916.63	0.00	63.42%
4,652.00	10,833.33	1,687.45	-57.06%	5040416200 BLDG & GROUND REPAIRS - IT	89,642.05	119,166.63	34,498.65	-24.78%
37.85	1,250.00	1,553.54	-96.97%	5040416300 BLDG & GROUND REPAIRS - IT - NON	15,748.31	13,750.00	14,298.77	14.53%
41,514.13	416.67	0.00	> 999.99%	5040416400 BLDG & GROUND REPAIRS - G&A - N	43,764.50	4,583.37	9,631.31	854.85%
-1,875.73	0.00	0.00	-100.00%	5040500001 REVENUE VEHICLE REPAIRS - CORE	-8,507.90	0.00	97.06	-100.00%
114,001.85	200,000.00	140,259.46	-43.00%	5040504000 REVENUE VEHICLE REPAIRS	1,374,187.91	2,200,000.00	1,486,170.81	-37.54%
810.31	2,083.33	7,602.46	-61.11%	5040604000 NON-REVENUE VEHICLE REPAIRS	73,782.74	22,916.63	42,084.14	221.96%
5,006.13	8,333.33	7,914.72	-39.93%	5040704000 SERVICE SUPPLIES - MAINT	98,005.14	91,666.63	107,774.89	6.91%
2,372.84	2,333.33	1,724.61	1.69%	5040716200 SERVICE SUPPLIES - IT	22,882.87	25,666.63	18,839.84	-10.85%
1,472.02	3,750.00	1,947.09	-60.75%	5040801000 OFFICE SUPPLIES - OPS	21,266.82	41,250.00	39,441.32	-48.44%

Champaign Urbana Mass Transit District Budget Analysis Report

From Fiscal Year: 2023 From Period 11
Thru Fiscal Year: 2023 Thru Period 11

Division: 00 Champaign Urbana Mass Transit District

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3,916.51	1,416.67	1,797.74	176.46%	5040804000 OFFICE SUPPLIES - MAINT	17,547.14	15,583.37	15,741.89	12.60%
2,516.35	1,333.33	36.50	88.73%	5040816000 OFFICE SUPPLIES - G&A	12,009.77	14,666.63	11,011.16	-18.11%
353.06	416.67	217.92	-15.27%	5040816200 OFFICE SUPPLIES - IT	2,392.60	4,583.37	1,893.18	-47.80%
2,421.93	1,666.67	4,484.20	45.32%	5040901000 COMPUTER & SERVER - MISC EXP'S -	19,991.41	18,333.37	10,946.46	9.04%
315.24	1,666.67	694.26	-81.09%	5040904000 COMPUTER & SERVER - MISC EXP'S -	4,896.73	18,333.37	17,006.42	-73.29%
8,862.85	7,500.00	13,928.44	18.17%	5040916000 COMPUTER & SERVER - MISC EXP'S -	176,779.09	82,500.00	91,104.69	114.28%
51.98	416.67	0.00	-87.52%	5040916200 COMPUTER & SERVER - MISC EXP'S -	869.50	4,583.37	2,594.86	-81.03%
1,231.70	833.33	114.27	47.80%	5041001000 SAFETY & TRAINING - OPS	5,182.61	9,166.63	2,824.28	-43.46%
0.00	833.33	0.00	-100.00%	5041004000 SAFETY & TRAINING - MAINT	2,191.61	9,166.63	88.34	-76.09%
14,579.61	7,083.33	8,582.53	105.83%	5041104000 PASSENGER SHELTER REPAIRS	81,818.50	77,916.63	73,629.37	5.01%
322.87	833.33	0.00	-61.26%	5041201000 SMALL TOOLS & EQUIP - OPS	1,259.38	9,166.63	22,497.48	-86.26%
6,299.83	5,416.67	1,895.37	16.30%	5041204000 SMALL TOOLS & EQUIP - MAINT	52,319.94	59,583.37	34,409.36	-12.19%
87.96	6,250.00	0.00	-98.59%	5041216000 SMALL TOOLS & EQUIP - G&A	813.86	68,750.00	0.00	-98.82%
0.00	833.33	0.00	-100.00%	5041216200 SMALL TOOLS & EQUIP - IT	736.85	9,166.63	5,526.21	-91.96%
0.00	0.00	0.00	0.00%	5041216300 SMALL TOOLS & EQUIP - IT - NON-RE	1,724.94	0.00	29.94	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	83.33	0.00	-100.00%	5041304000 FAREBOX REPAIRS	961.36	916.63	0.00	4.88%
4,678.11	5,416.67	2,340.98	-13.63%	5041404000 CAD/AVL,CAMERA,RADIO REPAIRS -	93,530.75	59,583.37	53,812.72	56.97%
3,312.28	1,250.00	407.21	164.98%	5041504000 ADA VEHICLE REPAIRS - MAINT	35,009.57	13,750.00	17,052.06	154.62%
469,041.06	553,666.66	473,857.30	-15.28%	5049999900 ** TOTAL MATERIAL & SUPPLIES	4,886,562.10	6,090,333.26	4,208,268.10	-19.77%
5050000000 **UTILITIES								
34,103.37	75,000.00	67,857.97	-54.53%	5050216000 ** UTILITIES - G&A	762,668.87	825,000.00	640,776.28	-7.56%
8,703.62	12,500.00	20,228.58	-30.37%	5050216200 ** UTILITIES - IT	133,348.40	137,500.00	114,108.98	-3.02%
4,484.49	5,416.67	10,103.26	-17.21%	5050216300 ** UTILITIES - IT - NON-REIMB	59,456.11	59,583.37	50,109.14	-0.21%
845.88	416.67	268.77	103.01%	5050216400 ** UTILITIES - G&A - NON-REIMB	46,215.55	4,583.37	3,413.32	908.33%
48,137.36	93,333.34	98,458.58	-48.42%	5059999900 **TOTAL UTILITIES	1,001,688.93	1,026,666.74	808,407.72	-2.43%
5060000000 ** CASUALTY & LIABILITY COSTS								
7,984.86	7,916.67	7,429.28	0.86%	5060104000 PHYSICAL DAMAGE PREMIUMS - MAI	88,156.46	87,083.37	81,722.08	1.23%
0.00	0.00	0.00	0.00%	5060116200 PHYSICAL DAMAGE PREMIUMS - IT	0.00	0.00	0.00	0.00%
0.00	-2,916.67	0.00	-100.00%	5060204000 PHYSICAL DAMAGE RECOVERIES - M	-27,945.65	-32,083.37	-51,791.76	-12.90%
60,638.06	50,000.00	34,629.51	21.28%	5060316000 PL & PD INSURANCE PREMIUMS - G&	465,025.26	550,000.00	373,917.61	-15.45%
0.00	0.00	0.00	0.00%	5060316200 PL & PD INSURANCE PREMIUMS - IT	0.00	0.00	0.00	0.00%
28,981.08	50,000.00	29,266.86	-42.04%	5060416000 UNINSURED PL & PD PAYOUTS - G&A	324,979.32	550,000.00	317,000.91	-40.91%
3,766.98	4,166.67	3,710.65	-9.59%	5060816000 PREMIUMS-OTHER COPORATE INS.	42,519.78	45,833.37	40,817.15	-7.23%
101,370.98	109,166.67	75,036.30	-7.14%	5069999900 ** TOTAL CASUALTY & LIABILITY	892,735.17	1,200,833.37	761,665.99	-25.66%

Champaign Urbana Mass Transit District Budget Analysis Report

From Fiscal Year: 2023 From Period 11
Thru Fiscal Year: 2023 Thru Period 11

Division: 00 Champaign Urbana Mass Transit District

As of: 5/31/2023

May-2023	Budget This Period	May-2022	Act/Bgt Var %		Actual Ytd	Jul-2022 thru May-2023 Budget Ytd	Last Ytd	Act/Bgt Var %
5070000000 ** TAXES								
0.00	416.67	0.00	-100.00%	5070316000 PROPERTY TAXES	0.00	4,583.37	10,500.00	-100.00%
312.50	333.33	312.50	-6.25%	5070316400 PROPERTY TAXES - NON-REIMB	3,437.50	3,666.63	3,437.50	-6.25%
326.00	250.00	163.00	30.40%	5070401000 VEHICLE LICENSING FEES - OPS	838.00	2,750.00	1,829.00	-69.53%
0.00	0.00	0.00	0.00%	5070416000 VEHICLE LICENSING FEES - G&A	0.00	0.00	0.00	0.00%
2,132.46	3,333.33	2,259.77	-36.03%	5070501000 FUEL TAX	27,284.82	36,666.63	27,472.99	-25.59%
2,770.96	4,333.33	2,735.27	-36.05%	5079999900 ** TOTAL TAXES	31,560.32	47,666.63	43,239.49	-33.79%
5080100000 ** PURCHASED TRANSPORTATION								
0.00	0.00	0.00	0.00%	5080116000 CABS (Closed - See GL 5031216000)	0.00	0.00	0.00	0.00%
76,805.83	77,500.00	72,988.83	-0.90%	5080216000 ADA CONTRACTS	844,867.13	852,500.00	802,882.13	-0.90%
76,805.83	77,500.00	72,988.83	-0.90%	5089999900 **TOTAL PURCHASED TRANSPORTA	844,867.13	852,500.00	802,882.13	-0.90%
5090000000 ** MISCELLANEOUS EXPENSES								
126.71	9,166.67	21,866.66	-98.62%	5090116000 DUES & SUBSCRIPTIONS - G&A	94,677.56	100,833.37	99,160.64	-6.10%
10,064.21	10,416.67	2,450.37	-3.38%	5090216000 TRAVEL & MEETINGS - G&A	134,661.85	114,583.37	133,457.90	17.52%
0.00	0.00	0.00	0.00%	5090716000 BAD DEBT EXPENSE	0.00	0.00	0.00	0.00%
32,315.27	16,666.67	27,123.78	93.89%	5090816000 ADVERTISING EXPENSES - G&A	159,420.86	183,333.37	137,532.75	-13.04%
0.00	0.00	0.00	0.00%	5090816200 ADVERTISING EXPENSES - IT	0.00	0.00	0.00	0.00%
0.00	666.67	2,000.00	-100.00%	5090916000 TRUSTEE COMPENSATION	6,350.00	7,333.37	4,950.00	-13.41%
55.04	583.33	600.00	-90.56%	5091016000 POSTAGE	5,317.10	6,416.63	5,060.10	-17.14%
0.00	0.00	0.00	0.00%	5091516000 LOSS/DISPOSAL FIXED ASSETS	0.00	0.00	0.00	0.00%
27,865.00	8,333.33	12,124.00	234.38%	5091616000 ADVERTISING SERVICES EXPENSE	71,711.65	91,666.63	66,583.25	-21.77%
0.00	0.00	0.00	0.00%	5091716000 SUBSTANCE ABUSE PROGRAM	0.00	0.00	0.00	0.00%
466.98	1,666.67	-87.50	-71.98%	5099901000 OTHER MISC EXPENSES - OPS	4,489.58	18,333.37	2,775.53	-75.51%
145.68	1,666.67	0.00	-91.26%	5099904000 OTHER MISC EXPENSES - MAINT	11,739.25	18,333.37	6,437.53	-35.97%
14,555.30	8,333.33	14,633.42	74.66%	5099916000 OTHER MISC EXPENSES - G&A	64,224.23	91,666.63	60,923.38	-29.94%
780.99	1,250.00	824.49	-37.52%	5099916200 OTHER MISC EXPENSES - IT	11,991.52	13,750.00	8,972.04	-12.79%
0.00	83.33	0.00	-100.00%	5099916300 OTHER MISC EXPENSES - IT - NON-R	0.00	916.63	2,109.20	-100.00%
3,029.38	2,083.33	208.75	45.41%	5099916400 OTHER MISC EXPENSES - G&A - NON	43,557.78	22,916.63	89,943.55	90.07%
-6,807.66	0.00	29,843.95	-100.00%	5099926000 UNALLOCATED EXPENSES	971.08	0.00	29,521.00	100.00%
82,596.90	60,916.67	111,587.92	35.59%	5099999900 ** TOTAL MISCELLANEOUS EXPENS	609,112.46	670,083.37	647,426.87	-9.10%
5110000000 ** INTEREST EXPENSES								

Champaign Urbana Mass Transit District Budget Analysis Report

From Fiscal Year: 2023 From Period 11
Thru Fiscal Year: 2023 Thru Period 11

Division: 00 Champaign Urbana Mass Transit District

As of: 5/31/2023

May-2023	Budget This Period	May-2022	Act/Bgt Var %		Actual Ytd	Jul-2022 thru May-2023 Budget Ytd	Last Ytd	Act/Bgt Var %
0.00	0.00	0.00	0.00%	5110116000 INTEREST - LONG-TERM DEBTS	0.00	0.00	0.00	0.00%
283.03	4,166.67	-10,572.60	-93.21%	5110216000 INTEREST - SHORT-TERM DEBTS	1,753.95	45,833.37	50,614.01	-96.17%
283.03	4,166.67	-10,572.60	-93.21%	5119999900 ** TOTAL INTEREST	1,753.95	45,833.37	50,614.01	-96.17%
5120000000 ** LEASE & RENTALS								
12,240.35	12,500.00	3,164.70	-2.08%	5120401000 PASSENGER REVENUE VEHICLES -	127,369.18	137,500.00	34,811.70	-7.37%
4,031.42	4,166.67	706.04	-3.25%	5120516000 SERVICE VEHICLE LEASES	17,742.58	45,833.37	7,766.44	-61.29%
0.00	8,333.33	0.00	-100.00%	5120704000 GARAGE EQUIPMENT LEASES - MAIN	0.00	91,666.63	8,059.90	-100.00%
0.00	0.00	0.00	0.00%	5120901000 RADIO EQUIPMENT LEASES - OPS	0.00	0.00	0.00	0.00%
12,638.93	12,500.00	15,552.32	1.11%	5121216000 G&A FACILITIES LEASES	141,941.62	137,500.00	171,075.52	3.23%
343.50	18,750.00	359.88	-98.17%	5121301000 MISC LEASES - OPS	4,263.89	206,250.00	65,034.65	-97.93%
18,251.33	18,750.00	15,850.29	-2.66%	5121304000 MISC LEASES - MAINT	162,758.49	206,250.00	134,188.76	-21.09%
5,495.97	3,333.33	7,061.02	64.88%	5121316000 MISC LEASES - G&A	18,823.67	36,666.63	18,671.83	-48.66%
274.79	1,250.00	287.90	-78.02%	5121316200 MISC LEASES - IT	941.09	13,750.00	658.15	-93.16%
0.00	0.00	0.00	0.00%	5121316300 MISC LEASES - IT - NON-REIMB	0.00	0.00	2,100.00	0.00%
0.00	83.33	3,500.00	-100.00%	5121316400 MISC LEASES - G&A - NON-REIMB	2,100.00	916.63	1,137.50	129.10%
53,276.29	79,666.66	46,482.15	-33.13%	5129999900 ** TOTAL LEASE & RENTALS	475,940.52	876,333.26	443,504.45	-45.69%
5130000000 ** DEPRECIATION								
22,861.82	0.00	23,532.27	100.00%	5130201000 PASSENGER SHELTER DEPRECIATIO	253,130.88	0.00	259,180.30	100.00%
397,536.62	0.00	475,655.97	100.00%	5130401000 REVENUE VEHICLE DEPRECIATION	5,122,170.35	0.00	4,954,784.42	100.00%
6,028.71	0.00	7,039.01	100.00%	5130516000 SERVICE VEHICLE DEPRECIATION	68,510.54	0.00	77,429.22	100.00%
5,904.06	0.00	5,904.04	100.00%	5130704000 GARAGE EQUIP DEPRECIATION	64,944.66	0.00	64,944.60	100.00%
1,469.50	0.00	926.66	100.00%	5130901000 REVENUE VEHICLE RADIO EQUIP DE	16,164.50	0.00	32,557.35	100.00%
6,328.78	0.00	6,328.78	100.00%	5131016000 COMPUTER EQUIP DEPRECIATION	69,616.67	0.00	88,307.03	100.00%
0.00	0.00	0.00	0.00%	5131116000 REVENUE COLLECTION EQUIP DEPR	0.00	0.00	0.00	0.00%
138,987.22	0.00	139,872.25	100.00%	5131216000 G&A FACILITIES DEPRECIATION	1,528,859.68	0.00	1,546,650.18	100.00%
3,121.70	0.00	3,121.70	100.00%	5131316000 G&A SYSTEM DEVELOPMENT DEPR	34,338.70	0.00	34,338.70	100.00%
253.57	0.00	253.57	100.00%	5131416000 MISCELLANEOUS EQUIP DEPR	2,789.27	0.00	2,789.25	100.00%
0.00	0.00	0.00	0.00%	5131516000 OFFICE EQUIP DEPRECIATION	0.00	0.00	0.00	0.00%
582,491.98	0.00	662,634.25	100.00%	5139999900 ** TOTAL DEPRECIATION	7,160,525.25	0.00	7,060,981.05	100.00%
0.00	0.00	0.00	0.00%	5170116000 DEBT SERVICE ON EQUIPMENT & FA	0.00	0.00	0.00	0.00%
4,183,644.49	4,174,916.66	3,927,560.61	0.21%	5999990000 **** TOTAL EXPENSES ****	46,617,114.28	45,924,083.26	43,924,999.96	1.51%

Champaign Urbana Mass Transit District Budget Analysis Report

From Fiscal Year: 2023	From Period 11	Division: 00 Champaign Urbana Mass Transit District				As of: 5/31/2023		
Thru Fiscal Year: 2023	Thru Period 11							
May-2023	Budget This Period	May-2022	Act/Bgt Var %		Actual Ytd	Jul-2022 thru May-2023 Budget Ytd	Last Ytd	Act/Bgt Var %
129,304.20	6,816,170.83	-22,147.35	-98.10%	5999999800 NET SURPLUS (DEFICIT)	5,665,691.35	74,977,879.13	13,058,339.12	-92.44%

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

From Date: 5/1/2023 Thru Date: 5/31/2023

CheckNo	ReferenceDate	Reference	Payee	CheckAmount	C-CARTS Portion	MTD Portion	Voided
159411	04-May-23	A5085	AMERENIP	\$22,605.95		\$22,605.95	
159412	04-May-23	A7545	ILLINI GLASS SOLUTIONS	\$1,053.88		\$1,053.88	
159413	04-May-23	A8006	AT & T MOBILITY LLC	\$180.78		\$180.78	
159414	04-May-23	A8007	AT & T	\$1,067.52		\$1,067.52	
159415	04-May-23	B0090	BAE SYSTEMS CONTROLS, INC.	\$1,457.37		\$1,457.37	
159416	04-May-23	B2227	BERG TANKS	\$660.00		\$660.00	
159417	04-May-23	B3555	BIRKEY'S FARM STORE, INC.	\$622.51		\$622.51	
159418	04-May-23	B4788	BLOSSOM BASKET FLORIST	\$137.00		\$137.00	
159419	04-May-23	C0372	LOGAN CARR	\$871.88		\$871.88	
159420	04-May-23	C3512	CINTAS FIRST AID & SAFETY	\$59.12		\$59.12	
159421	04-May-23	C4511	CLARKE POWER SERVICES, INC.	\$2,036.56		\$2,036.56	
159422	04-May-23	C6259	COMMERCE BANK CREDIT CARD	\$4,849.79		\$4,849.79	
159423	04-May-23	C7301	JACINDA CRAWMER	\$676.50		\$676.50	
159424	04-May-23	C8450	CU HARDWARE COMPANY	\$107.02		\$107.02	
159425	04-May-23	D0271	DANVILLE MASS TRANSIT	\$1,135.50		\$1,135.50	
159426	04-May-23	D0435	BENJAMIN J. DAVIS	\$750.00		\$750.00	
159427	04-May-23	D2850	DEVELOPMENTAL SERVICES	\$44,073.00		\$44,073.00	
159428	04-May-23	E4736	ELLIS, KAITLIN	\$65.39		\$65.39	
159429	04-May-23	F6367	FORD CITY	\$708.80		\$708.80	
159430	04-May-23	G0350	QUINTON GARRETT	\$509.99		\$509.99	
159431	04-May-23	G2287	GFL ENVIRONMENTAL HOLDINGS (US), INC	\$1,712.98		\$1,712.98	
159432	04-May-23	G3102	GHR ENGINEERS & ASSOCIATES, INC.	\$16,537.08		\$16,537.08	
159433	04-May-23	G7308	GRAINGER	\$1,000.50		\$1,000.50	
159434	04-May-23	I1595	IDENTISYS INCORPORATED	\$581.00		\$581.00	
159435	04-May-23	I4747	ILLINI FS, INC.	\$168.00		\$168.00	
159436	04-May-23	I4790	ILLINOIS-AMERICAN WATER	\$383.04		\$383.04	
159437	04-May-23	I4973	ILLINOIS TOLLWAY	\$41.70		\$41.70	
159438	04-May-23	I4990	ILLINOIS WILLOWS	\$70.00		\$70.00	
159439	04-May-23	I8235	I3 BROADBAND - CU	\$654.99		\$654.99	
159440	04-May-23	J0320	JANITOR & MAINTENANCE SUPPLIES, INC.	\$219.31		\$219.31	
159441	04-May-23	J8850	JX ENTERPRISES, INC.	\$687.05		\$687.05	
159442	04-May-23	L6446	LOWE'S	\$53.10		\$53.10	
159443	04-May-23	M2179	MENARD'S	\$108.25		\$108.25	
159444	04-May-23	M3015	MH EQUIPMENT COMPANY	\$4,371.88		\$4,371.88	
159445	04-May-23	M6334	MORGAN DISTRIBUTING, INC.	\$20,023.09		\$20,023.09	
159446	04-May-23	M9548	MYERS TIRE SUPPLY	\$165.32		\$165.32	
159447	04-May-23	N0320	NAPA AUTO PARTS	\$38.98		\$38.98	
159448	04-May-23	N2285	NEVER NEATER, INC.	\$4,900.00		\$4,900.00	
159449	04-May-23	P2256	PETTY CASH (CHANGE FUND)	\$392.00		\$392.00	
159450	04-May-23	Q8455	QUILL	\$265.72		\$265.72	
159451	04-May-23	S6235	SOUTHERN BUS & MOBILITY INC	\$1,085.73		\$1,085.73	
159452	04-May-23	S8061	STERICYCLE, INC.	\$186.58		\$186.58	
159453	04-May-23	T2064	TEE JAY CENTRAL, INC.	\$420.00		\$420.00	
159454	04-May-23	T2205	CONSOLIDATED ELECTRICAL DISTRIBUTORS, IN	\$321.90		\$321.90	
159455	04-May-23	U5180	UNITED PARCEL SERVICE	\$122.22		\$122.22	
159456	04-May-23	U5996	UNIVERSITY OF ILLINOIS	\$433.00		\$433.00	
159457	04-May-23	U7355	U-C SANITARY DISTRICT	\$1,183.78		\$1,183.78	
159458	04-May-23	U7385	URBANA TRUE TIRES	\$1,200.01		\$1,200.01	
159459	04-May-23	U7653	US BANK VENDOR SERVICES	\$1,827.61	\$161.65	\$1,665.96	
159460	11-May-23	A1934	ADVANCE AUTO PARTS	\$10.36		\$10.36	
159461	11-May-23	A2488	AFLAC GROUP INSURANCE	\$223.36		\$223.36	
159462	11-May-23	A7910	ASSURITY LIFE INSURANCE	\$224.60		\$224.60	
159463	11-May-23	A8730	AVI-SPL LLC	\$1,430.00		\$1,430.00	
159464	11-May-23	B3555	BIRKEY'S FARM STORE, INC.	\$564.56		\$564.56	
159465	11-May-23	C0364	CARLE PHYSICIAN GROUP	\$3,088.75		\$3,088.75	
159466	11-May-23	C3005	CHAMP.CO.CHAMBER OF COMMERCE	\$1,340.83		\$1,340.83	
159467	11-May-23	C6263	COMCAST CABLE	\$629.27		\$629.27	
159468	11-May-23	D0426	DAVIS-HOUK MECHANICAL, INC	\$565.75		\$565.75	

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

From Date: 5/1/2023 Thru Date: 5/31/2023

CheckNo	ReferenceDate	Reference	Payee	CheckAmount	C-CARTS Portion	MTD Portion	Voided
159469	11-May-23	D3575	DIRECT ENERGY BUSINESS	\$707.20		\$707.20	
159470	11-May-23	G4290	GLOBAL INDUSTRIAL	\$1,264.49		\$1,264.49	
159471	11-May-23	H8359	STEVEN HUBER	\$134.88		\$134.88	
159472	11-May-23	I4747	ILLINI FS, INC.	\$20,095.20		\$20,095.20	
159473	11-May-23	J0320	JANITOR & MAINTENANCE SUPPLIES, INC.	\$257.44		\$257.44	
159474	11-May-23	J3680	JEFFREY A. WILSEY	\$1,099.99		\$1,099.99	
159475	11-May-23	J8850	JX ENTERPRISES, INC.	\$377.86		\$377.86	
159476	11-May-23	M0175	QUADIENT FINANCE USA, INC.	\$690.00		\$690.00	
159477	11-May-23	M0375	MARTIN HOOD	\$3,325.00		\$3,325.00	
159478	11-May-23	M0452	MATTEX SERVICE CO., INC.	\$3,960.00		\$3,960.00	
159479	11-May-23	M2179	MENARD'S	\$396.20		\$396.20	
159480	11-May-23	M3399	MIDWEST MAILING & SHIPPING SYSTEMS, INC.	\$264.00		\$264.00	
159481	11-May-23	M6334	MORGAN DISTRIBUTING, INC.	\$19,782.74		\$19,782.74	
159482	11-May-23	M8518	MUNCIE RECLAMATION-SUPPLY	\$4,269.94		\$4,269.94	
159483	11-May-23	P2255	PETTY CASH (GENERAL FUND)	\$300.20		\$300.20	
159484	11-May-23	Q8455	QUILL	\$96.96		\$96.96	
159485	11-May-23	S0078	SAFETY-KLEEN CORP.	\$5,793.19		\$5,793.19	
159486	11-May-23	S0254	SAM'S CLUB	\$81.86		\$81.86	
159487	11-May-23	S2040	SECRETARY OF STATE	\$163.00		\$163.00	
159488	11-May-23	S2040	SECRETARY OF STATE	\$163.00		\$163.00	
159489	11-May-23	S6235	SOUTHERN BUS & MOBILITY INC	\$1,043.89		\$1,043.89	
159490	11-May-23	T0475	GRANT TAYLOR	\$615.61		\$615.61	
159491	11-May-23	T7296	TRANE U.S. INC.	\$3,676.97		\$3,676.97	
159492	11-May-23	T7585	TRUGREEN CHEMLAWN	\$52.05		\$52.05	
159493	11-May-23	U5180	UNITED PARCEL SERVICE	\$50.02		\$50.02	
159494	11-May-23	U7357	CITY OF URBANA	\$2,604.59		\$2,604.59	
159495	11-May-23	V2233	VERIZON WIRELESS	\$896.04		\$896.04	
159496	11-May-23	W3457	GERVAISE L. WILLIAMS	\$51.49		\$51.49	
159497	11-May-23	W3458	GREGORY B. WILLIAMS	\$12.25		\$12.25	
159498	11-May-23	W3586	BRADLEY P. WITT	\$1,014.88		\$1,014.88	
159499	18-May-23	A8012	AT&T	\$172.76		\$172.76	
159500	18-May-23	B0090	BAE SYSTEMS CONTROLS, INC.	\$837.37		\$837.37	
159501	18-May-23	B2230	BERNS, CLANCY & ASSOC. PC	\$6,587.09		\$6,587.09	
159502	18-May-23	C0350	CARDMEMBER SERVICE	\$8,159.89		\$8,159.89	
159503	18-May-23	C0365	CARLE PHYSICIAN GROUP	\$3,711.00	\$349.00	\$3,362.00	
159504	18-May-23	C2172	CMS/LGHP	\$476,504.00	\$3,710.00	\$472,794.00	
159505	18-May-23	D0426	DAVIS-HOUK MECHANICAL, INC	\$860.04		\$860.04	
159506	18-May-23	D3100	DIVVY	\$0.00		\$0.00	X
159507	18-May-23	F6367	FORD CITY	\$418.27		\$418.27	
159508	18-May-23	G7346	SASHA GREEN	\$278.75		\$278.75	
159509	18-May-23	H1000	HDR ENGINEERING, INC.	\$6,349.34		\$6,349.34	
159510	18-May-23	I4747	ILLINI FS, INC.	\$701.25		\$701.25	
159511	18-May-23	J0320	JANITOR & MAINTENANCE SUPPLIES, INC.	\$184.06		\$184.06	
159512	18-May-23	J8850	JX ENTERPRISES, INC.	\$377.86		\$377.86	
159513	18-May-23	L6285	LOOMIS	\$225.14		\$225.14	
159514	18-May-23	M2179	MENARD'S	\$674.90		\$674.90	
159515	18-May-23	N0366	DANYLA NASH	\$300.00		\$300.00	
159516	18-May-23	Q8455	QUILL	\$87.61		\$87.61	
159517	18-May-23	S6235	SOUTHERN BUS & MOBILITY INC	\$885.35		\$885.35	
159518	18-May-23	S9020	SYN-TECH SYSTEMS, INC.	\$1,071.50		\$1,071.50	
159519	18-May-23	U5180	UNITED PARCEL SERVICE	\$253.99		\$253.99	
159520	25-May-23	A1934	ADVANCE AUTO PARTS	\$147.39		\$147.39	
159521	25-May-23	A5085	AMERENIP	\$20,016.44		\$20,016.44	
159522	25-May-23	A8007	AT & T	\$288.32		\$288.32	
159523	25-May-23	A85755	AUTOMOTIVE COLOR & SUPPLY CORP	\$1,172.15		\$1,172.15	
159524	25-May-23	B0164	VIVIAN BAILEY	\$23.02		\$23.02	
159525	25-May-23	B3555	BIRKEY'S FARM STORE, INC.	\$2,652.06		\$2,652.06	
159526	25-May-23	B4788	BLOSSOM BASKET FLORIST	\$137.00		\$137.00	

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

From Date: 5/1/2023 Thru Date: 5/31/2023

CheckNo	ReferenceDate	Reference	Payee	CheckAmount	C-CARTS Portion	MTD Portion	Voided
159527	25-May-23	C0372	LOGAN CARR	\$972.03		\$972.03	
159528	25-May-23	C2156	CENTER FOR TRANSPORTATION & THE ENVIRONM	\$21,740.36		\$21,740.36	
159529	25-May-23	C3051	CHAMPAIGN CO. COLLECTOR	\$13,762.29		\$13,762.29	
159530	25-May-23	C4511	CLARKE POWER SERVICES, INC.	\$2,229.35		\$2,229.35	
159531	25-May-23	C6259	COMMERCE BANK CREDIT CARD	\$4,759.64		\$4,759.64	
159532	25-May-23	C6263	COMCAST CABLE	\$304.85		\$304.85	
159533	25-May-23	C7301	JACINDA CRAWMER	\$131.96		\$131.96	
159534	25-May-23	D0426	DAVIS-HOUK MECHANICAL, INC	\$9,696.75		\$9,696.75	
159535	25-May-23	E7440	ERICH ROE	\$50.00		\$50.00	
159536	25-May-23	F2166	TPF HOLDINGS LLC	\$250.00		\$250.00	
159537	25-May-23	F6367	FORD CITY	\$77.94		\$77.94	
159538	25-May-23	G0350	QUINTON GARRETT	\$649.86		\$649.86	
159539	25-May-23	I4747	ILLINI FS, INC.	\$56.00		\$56.00	
159540	25-May-23	I4790	ILLINOIS-AMERICAN WATER	\$2,484.79		\$2,484.79	
159541	25-May-23	I5562	INDIANA STANDARDS LABORATORY	\$192.00		\$192.00	
159542	25-May-23	I8235	I3 BROADBAND - CU	\$62,263.80		\$62,263.80	
159543	25-May-23	L0481	LAZER EDGE OFFICE AUTOMATION, INC.	\$135.00		\$135.00	
159544	25-May-23	M0377	MARTIN ONE SOURCE	\$10,558.20		\$10,558.20	
159545	25-May-23	M2179	MENARD'S	\$3,147.57		\$3,147.57	
159546	25-May-23	M2310	MEYER CAPEL	\$1,580.50		\$1,580.50	
159547	25-May-23	R6050	BRAD ROBINSON	\$54.54		\$54.54	
159548	25-May-23	S0275	PATCHES A. SAPP	\$95.63		\$95.63	
159549	25-May-23	S6235	SOUTHERN BUS & MOBILITY INC	\$740.41		\$740.41	
159550	25-May-23	S8165	STOCKS, INC.	\$2,179.50		\$2,179.50	
159551	25-May-23	U5180	UNITED PARCEL SERVICE	\$43.75		\$43.75	
159552	25-May-23	U7385	URBANA TRUE TIRES	\$209.96		\$209.96	
5012023	04-May-23	I0025	VANTAGEPOINT TRANSFER AGENTS - 301281	\$6,925.46		\$6,925.46	
5022023	02-May-23	D3100	DIVVY	\$10,489.87		\$10,489.87	
5042023	04-May-23	I0025	VANTAGEPOINT TRANSFER AGENTS - 301281	\$50.00		\$50.00	
5052023	05-May-23	A2487	AFLAC	\$5,736.08		\$5,736.08	
5062023	03-May-23	I0025	VANTAGEPOINT TRANSFER AGENTS - 301281	\$50.00		\$50.00	
5072023	04-May-23	I4830	I.M.R.F.	\$12,654.80		\$12,654.80	
5082023	08-May-23	I4830	I.M.R.F.	\$233,831.69		\$233,831.69	
5082310	08-May-23	I4830	I.M.R.F.	\$4,942.13	\$3,278.75	\$1,663.38	
5092023	11-May-23	U7359	URBANA MUNICIPAL EMPL. CREDIT UNION	\$42,241.08		\$42,241.08	
5102023	04-May-23	I4830	I.M.R.F.	\$52,448.21		\$52,448.21	
5112023	11-May-23	I0025	VANTAGEPOINT TRANSFER AGENTS - 301281	\$16,470.24		\$16,470.24	
5122023	12-May-23	I0025	VANTAGEPOINT TRANSFER AGENTS - 301281	\$10,360.62		\$10,360.62	
5132023	12-May-23	I0025	VANTAGEPOINT TRANSFER AGENTS - 301281	\$6,777.00		\$6,777.00	
5142023	01-May-23	S8020	STANDARD INSURANCE COMPANY	\$2,365.72	\$58.80	\$2,306.92	
5152023	08-May-23	S8020	STANDARD INSURANCE COMPANY	\$5,672.68		\$5,672.68	
5162023	17-May-23	C3560	CIRCLE K FLEET	\$28,760.12	\$10,695.50	\$18,064.62	
5172023	17-May-23	D3100	DIVVY	\$9,111.49		\$9,111.49	
5252023	25-May-23	U7359	URBANA MUNICIPAL EMPL. CREDIT UNION	\$42,773.69		\$42,773.69	
5262023	26-May-23	I0025	VANTAGEPOINT TRANSFER AGENTS - 301281	\$6,807.00		\$6,807.00	
5272023	26-May-23	I0025	VANTAGEPOINT TRANSFER AGENTS - 301281	\$10,406.46		\$10,406.46	
5282023	26-May-23	I0025	VANTAGEPOINT TRANSFER AGENTS - 301281	\$16,407.53		\$16,407.53	
				\$1,420,826.90	\$18,253.70	\$1,402,573.20	

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

From Date: 5/1/2023 Thru Date: 5/31/2023

Pymt Type	Date	Reference	Payee	ACH Amount	C-CARTS Portion	MTD Portion
ACH	04-May-23	252849-A5002	AMAZON	\$5,437.74		\$5,437.74
ACH	04-May-23	252849-C0275	CCMSI	\$155.00		\$155.00
ACH	04-May-23	252849-C2165	CENTRAL ILLINOIS TRUCKS	\$138.13		\$138.13
ACH	04-May-23	252849-C3105	CHEMICAL MAINTENANCE, INC.	\$2,645.27		\$2,645.27
ACH	04-May-23	252849-C3108	CHEMSTATION OF INDIANA	\$1,362.50		\$1,362.50
ACH	04-May-23	252849-C4588	CLEAN UNIFORM COMPANY	\$770.21		\$770.21
ACH	04-May-23	252849-D0365	JOHN A. DASH & ASSOCIATES	\$325.00		\$325.00
ACH	04-May-23	252849-D0423	DAVE & HARRY LOCKSMITHS	\$15.00		\$15.00
ACH	04-May-23	252849-D2012	DEAN'S GRAPHICS	\$2,545.70		\$2,545.70
ACH	04-May-23	252849-D2250	DELTA SAFETY SERVICES	\$1,560.00		\$1,560.00
ACH	04-May-23	252849-D3225	DH PACE COMPANY, INC.	\$7,429.00		\$7,429.00
ACH	04-May-23	252849-D3630	DIXON GRAPHICS	\$112.00		\$112.00
ACH	04-May-23	252849-E0368	EAST PENN MANUFACTURING CO.	\$1,475.37		\$1,475.37
ACH	04-May-23	252849-E3390	EIGHT 22, LLC	\$3,933.00		\$3,933.00
ACH	04-May-23	252849-E5595	ENDEAVOR BUSINESS MEDIA, LLC	\$150.00		\$150.00
ACH	04-May-23	252849-G2275	GENERAL TRUCK PARTS	\$975.00		\$975.00
ACH	04-May-23	252849-G4293	GLOBAL TECHNICAL SYSTEMS, INC.	\$2,411.20		\$2,411.20
ACH	04-May-23	252849-G6300	GOODYEAR TIRE & RUBBER CO	\$0.00		\$0.00
ACH	04-May-23	252849-H3564	HIRERIGHT GIS INTERMEDIATE CORP, INC.	\$1,816.61		\$1,816.61
ACH	04-May-23	252849-K2166	KEMPER INDUSTRIAL EQUIP.	\$452.00		\$452.00
ACH	04-May-23	252849-L2005	DONALD DAVID OWEN	\$6,575.00		\$6,575.00
ACH	04-May-23	252849-M1246	MCMASTER-CARR SUPPLY CO.	\$1,623.88		\$1,623.88
ACH	04-May-23	252849-M3505	MINDFIRE COMMUNICATIONS, INC.	\$1,993.15		\$1,993.15
ACH	04-May-23	252849-N2292	THE AFTERMARKET PARTS COMPANY, LLC.	\$38,962.04		\$38,962.04
ACH	04-May-23	252849-O7370	O'REILLY AUTOMOTIVE, INC.	\$265.57		\$265.57
ACH	04-May-23	252849-O7450	ORKIN EXTERMINATING CO.	\$1,193.66		\$1,193.66
ACH	04-May-23	252849-P0015	3PLAY MEDIA, INC	\$314.55		\$314.55
ACH	04-May-23	252849-P4521	CYNTHIA HOYLE	\$1,560.00		\$1,560.00
ACH	04-May-23	252849-R6130	ROGERS SUPPLY COMPANY INC	\$545.22		\$545.22
ACH	04-May-23	252849-S2046	SECURITAS ELECTRONIC SECURITY INC.	\$692.56		\$692.56
ACH	04-May-23	252849-S2047	SECURITAS SECURITY SERVICES USA, INC.	\$4,453.75		\$4,453.75
ACH	04-May-23	252849-T2225	TERMINAL SUPPLY COMPANY	\$689.28		\$689.28
ACH	04-May-23	252849-U5998	UNIVERSITY OF ILLINOIS	\$32,732.83		\$32,732.83
ACH	04-May-23	252849-U60295	ULINE	\$582.31		\$582.31
ACH	12-May-23	253163-A4804	ALPHA CONTROLS & SERVICES LLC	\$1,574.64		\$1,574.64
ACH	12-May-23	253163-C0340	CARDINAL INFRASTRUCTURE, LLC	\$6,500.00		\$6,500.00
ACH	12-May-23	253163-C2165	CENTRAL ILLINOIS TRUCKS	\$549.12		\$549.12
ACH	12-May-23	253163-C3105	CHEMICAL MAINTENANCE, INC.	\$1,440.46		\$1,440.46
ACH	12-May-23	253163-C4588	CLEAN UNIFORM COMPANY	\$742.91		\$742.91
ACH	12-May-23	253163-C6258	COLUMBIA STREET ROASTERY	\$269.35		\$269.35
ACH	12-May-23	253163-C8510	CURRENT SOLUTIONS OF THE MIDWEST LLC	\$880.00		\$880.00
ACH	12-May-23	253163-D2012	DEAN'S GRAPHICS	\$3,147.35		\$3,147.35
ACH	12-May-23	253163-E5950	LTD TECHNOLOGY SOLUTIONS, INC.	\$1,811.80		\$1,811.80
ACH	12-May-23	253163-G6300	GOODYEAR TIRE & RUBBER CO	\$1,060.56		\$1,060.56
ACH	12-May-23	253163-G6300	GOODYEAR TIRE & RUBBER CO	\$0.00		\$0.00

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

From Date: 5/1/2023 Thru Date: 5/31/2023

Pymt Type	Date	Reference	Payee	ACH Amount	C-CARTS Portion	MTD Portion
ACH	12-May-23	253163-K2190	KEN'S OIL SERVICE, INC.	\$24,618.61		\$24,618.61
ACH	12-May-23	253163-K3575	KIRK'S AUTOMOTIVE	\$10,284.00		\$10,284.00
ACH	12-May-23	253163-M1246	MCMASTER-CARR SUPPLY CO.	\$120.32		\$120.32
ACH	12-May-23	253163-M1269	MCS OFFICE TECHNOLOGIES	\$253.75		\$253.75
ACH	12-May-23	253163-N2292	THE AFTERMARKET PARTS COMPANY, LLC.	\$12,478.80		\$12,478.80
ACH	12-May-23	253163-O7370	O'REILLY AUTOMOTIVE, INC.	\$851.47		\$851.47
ACH	12-May-23	253163-P4525	NORMA MCFARLAND	\$463.82		\$463.82
ACH	12-May-23	253163-R0308	RAPID REPRODUCTIONS, INC.	\$927.00		\$927.00
ACH	12-May-23	253163-R6120	ROGARDS OFFICE PRODUCTS	\$33.26		\$33.26
ACH	12-May-23	253163-S2047	SECURITAS SECURITY SERVICES USA, INC.	\$5,187.35		\$5,187.35
ACH	12-May-23	253163-S3100	SHI INTERNATIONAL CORP.	\$16,985.79		\$16,985.79
ACH	12-May-23	253163-S3115	DANIEL J. HARTMAN	\$2,989.00		\$2,989.00
ACH	12-May-23	253163-T2225	TERMINAL SUPPLY COMPANY	\$680.02		\$680.02
ACH	12-May-23	253163-T7291	TRAFFIC LOGIX CORPORATION	\$500.00		\$500.00
ACH	12-May-23	253163-T7291	TRAFFIC LOGIX CORPORATION	\$0.00		\$0.00
ACH	12-May-23	253163-T9069	TWILIO INC	\$1,182.24		\$1,182.24
ACH	12-May-23	253163-V3370	VIA TRANSPORTATION, INC.	\$1,649.34		\$1,649.34
ACH	15-May-23	253231-G6300	GOODYEAR TIRE & RUBBER CO	\$14,240.11		\$14,240.11
ACH	19-May-23	253386-A5005	AMAZON WEB SERVICES, INC.	\$10,661.76		\$10,661.76
ACH	19-May-23	253386-A8155	ATLAS CAB	\$866.00		\$866.00
ACH	19-May-23	253386-C2165	CENTRAL ILLINOIS TRUCKS	\$3,024.80		\$3,024.80
ACH	19-May-23	253386-C3105	CHEMICAL MAINTENANCE, INC.	\$1,217.85		\$1,217.85
ACH	19-May-23	253386-D0423	DAVE & HARRY LOCKSMITHS	\$792.00		\$792.00
ACH	19-May-23	253386-D2012	DEAN'S GRAPHICS	\$254.97		\$254.97
ACH	19-May-23	253386-D8587	DUST & SON OF CHAMPAIGN COUNTY, INC	\$129.18		\$129.18
ACH	19-May-23	253386-E0368	EAST PENN MANUFACTURING CO.	\$4,592.17		\$4,592.17
ACH	19-May-23	253386-E5900	EAN SERVICES, LLC	\$2,456.64		\$2,456.64
ACH	19-May-23	253386-I4841	ILLINOIS PUBLIC RISK FUND	\$46,436.00	\$764.00	\$45,672.00
ACH	19-May-23	253386-I7667	ISAKSEN GLERUM WACHTER, LLC	\$105.00		\$105.00
ACH	19-May-23	253386-K3575	KIRK'S AUTOMOTIVE	\$1,900.00		\$1,900.00
ACH	19-May-23	253386-N2290	NEW FLYER INDUSTRIES	\$707,473.05		\$707,473.05
ACH	19-May-23	253386-N2292	THE AFTERMARKET PARTS COMPANY, LLC.	\$22,841.08		\$22,841.08
ACH	19-May-23	253386-O7370	O'REILLY AUTOMOTIVE, INC.	\$334.56		\$334.56
ACH	19-May-23	253386-R6120	ROGARDS OFFICE PRODUCTS	\$1,176.73		\$1,176.73
ACH	19-May-23	253386-S3001	SHADE SOLUTIONS, INC.	\$2,216.00		\$2,216.00
ACH	19-May-23	253386-S3115	DANIEL J. HARTMAN	\$1,432.00		\$1,432.00
ACH	19-May-23	253386-S5023	SMART GROWTH AMERICA	\$8,000.00		\$8,000.00
ACH	19-May-23	253386-S5192	S.J. SMITH WELDING SUPPLY	\$334.61		\$334.61
ACH	19-May-23	253386-T7590	TRUCK CENTERS, INC.	\$2,363.33		\$2,363.33
ACH	22-May-23	253442-G6300	GOODYEAR TIRE & RUBBER CO	\$1,060.56		\$1,060.56
ACH	22-May-23	253442-T7291	TRAFFIC LOGIX CORPORATION	\$500.00		\$500.00
ACH	30-May-23	253749-A5115	AMERICAN PUBLIC TRANSPORTATION ASSOC.	\$35,500.00		\$35,500.00
ACH	30-May-23	253749-B2180	BENEFIT PLANNING CONSULTANTS, INC.	\$669.50		\$669.50
ACH	30-May-23	253749-C2165	CENTRAL ILLINOIS TRUCKS	\$889.01		\$889.01
ACH	30-May-23	253749-C3100	CHELSEA FINANCIAL GROUP, LTD.	\$46,406.33		\$46,406.33

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

From Date: 5/1/2023 Thru Date: 5/31/2023

Pymt Type	Date	Reference	Payee	ACH Amount	C-CARTS Portion	MTD Portion
ACH	30-May-23	253749-C3105	CHEMICAL MAINTENANCE, INC.	\$640.47		\$640.47
ACH	30-May-23	253749-C4588	CLEAN UNIFORM COMPANY	\$797.26		\$797.26
ACH	30-May-23	253749-C4592	BEVERLY J. WHITE	\$2,883.00		\$2,883.00
ACH	30-May-23	253749-C6258	COLUMBIA STREET ROASTERY	\$305.35		\$305.35
ACH	30-May-23	253749-C6282	CONNOR COMPANY	\$1,479.87		\$1,479.87
ACH	30-May-23	253749-C8510	CURRENT SOLUTIONS OF THE MIDWEST LLC	\$41,500.00		\$41,500.00
ACH	30-May-23	253749-D0423	DAVE & HARRY LOCKSMITHS	\$3,465.85		\$3,465.85
ACH	30-May-23	253749-D2012	DEAN'S GRAPHICS	\$23,000.00		\$23,000.00
ACH	30-May-23	253749-D3630	DIXON GRAPHICS	\$92.00		\$92.00
ACH	30-May-23	253749-D8587	DUST & SON OF CHAMPAIGN COUNTY, INC	\$22.38		\$22.38
ACH	30-May-23	253749-G6300	GOODYEAR TIRE & RUBBER CO	\$13,915.58		\$13,915.58
ACH	30-May-23	253749-I5758	INIT INC.	\$375.00		\$375.00
ACH	30-May-23	253749-K2190	KEN'S OIL SERVICE, INC.	\$16,867.53		\$16,867.53
ACH	30-May-23	253749-L8525	LUMINATOR TECHNOLOGY GROUP GLOBAL, INC.	\$3,812.57		\$3,812.57
ACH	30-May-23	253749-M1269	MCS OFFICE TECHNOLOGIES	\$13,347.79		\$13,347.79
ACH	30-May-23	253749-N2292	THE AFTERMARKET PARTS COMPANY, LLC.	\$20,558.19		\$20,558.19
ACH	30-May-23	253749-O7370	O'REILLY AUTOMOTIVE, INC.	\$572.56		\$572.56
ACH	30-May-23	253749-O7450	ORKIN EXTERMINATING CO.	\$215.00		\$215.00
ACH	30-May-23	253749-R6120	ROGARDS OFFICE PRODUCTS	\$790.95		\$790.95
ACH	30-May-23	253749-S2047	SECURITAS SECURITY SERVICES USA, INC.	\$6,924.40		\$6,924.40
ACH	30-May-23	253749-S3115	DANIEL J. HARTMAN	\$3,976.00		\$3,976.00
ACH	30-May-23	253749-S6693	SPIREON, INC.	\$2,536.20		\$2,536.20
ACH	30-May-23	253749-T7510	TROPHYTIME	\$30.00		\$30.00
				\$1,299,054.68	\$764.00	\$1,298,290.68

Champaign Urbana Mass Transit District

Accounts Payable Check Disbursement List

Checking Account #: 011-8189-0

FLEX CHECKING-BUSEY BANK

From Date: 5/31/2023

Thru Date: 5/31/2023

Check #	Check Date	Ref #	Name	Amount	Voided
5312023	5/31/2023	F4640	FLEX-EMPLOYEE REIMB.	\$9,374.05	
				Total:	
				\$9,374.05	

Champaign Urbana Mass Transit District

Accounts Payable Check Disbursement List

Checking Account #: 5730300

PROSPECT BANK - MUNIWISE FUNDS

From Date: 5/17/2023

Thru Date: 5/17/2023

Check #	Check Date	Ref #	Name	Amount	Voided
2788	5/17/2023	I5758	INIT INC.	\$73,500.00	
				Total:	
				\$73,500.00	

MTD - Bank & Investment Balances

Financial Institution	Bank Bal @ 5/31/23	Interest Rate	Maturity
Busey Bank			
Payroll	\$5,000.00	-	-
Illinois Terminal - Square POS	\$39,350.63	-	-
Operating	\$350,000.00	-	-
C-CARTS	\$86,908.05	-	-
Sec 125 Flexible Spending Plan	\$57,565.06	-	-
ATM	\$32,104.82	-	-
Money Market	\$20,203,236.22	3.38%	-
First Mid Bank	\$13,062,397.42	4.51%	-
Prospect Bank			-
MuniWise	\$1,459,294.69	1.00%	
MuniWise Flex	\$8,163,872.13	4.51%	
Total	<u>\$43,459,729.02</u>		

MTD - Capital Reserve @ 6/30/22 & Operating

Capital Reserve -Budgeted (FY24 Capital Budget)	\$21,415,300.00
Capital Reserve -Unbudgeted	\$18,714,892.00
Operating	\$3,329,537.02
Total	<u>\$43,459,729.02</u>

ORDINANCE NO. 2023-1
 BUDGET AND APPROPRIATION ORDINANCE OF THE
 CHAMPAIGN-URBANA MASS TRANSIT DISTRICT
 CHAMPAIGN COUNTY, ILLINOIS
 FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024

WHEREAS, notice of a public hearing on the Tentative Budget and Appropriation Ordinance was given in the Champaign-Urbana News-Gazette on May 28, 2023, and WHEREAS, a public hearing was held upon Tentative Budget and Appropriation Ordinance on the 28th day of June, 2023

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

Section 1. For the fiscal year ending June 30, 2024, the following sums of money are appropriated for the corporate purposes of the Champaign-Urbana Mass Transit District, Urbana, Illinois:

		AMOUNT APPROPRIATED	
1	OPERATIONS		
A	Wages		
	(1) Operators' Wages	\$13,000,000	
	(2) Supervisory Wages	2,600,000	
	(3) Clerical	300,000	
	Total	\$15,900,000	
B	Benefits		
	(1) FICA	\$1,350,000	
	(2) Illinois Municipal Retirement Fund	2,150,000	
	(3) Employee Health Insurance	3,900,000	
	(4) Worker's Compensation Insurance	195,000	
	(5) Unemployment Insurance	50,000	
	(6) Paid Leave (Sick Leave, Holidays, etc.)	2,770,000	
	(7) Uniform Allowance	65,000	
	(8) Early Retirement	210,000	
	(9) Other Benefits	30,000	
	Total	\$10,720,000	
C	Services		
	(1) Printing	\$45,000	
	(2) Half Fare Cab	50,000	
	(3) ADA Service	940,000	
	(4) Other	145,000	
	Total	\$1,180,000	

D	Supplies		
	(1) Fuel and Lubricants	\$2,750,000	
	(2) Fuel Tax - Urbana	40,000	
	(3) Tires and Tubes	185,000	
	(4) Small Equipment	10,000	
	(5) Other Material and Supplies	78,000	
	Total	<u> </u>	\$3,063,000
E	Miscellaneous		
	(1) Leased Equipment	\$325,000	
	(2) Other	20,000	
	Total	<u> </u>	\$345,000
	TOTAL -- OPERATIONS		\$31,208,000

2 MAINTENANCE

A	Wages		
	(1) Mechanics' Wages	\$2,000,000	
	(2) Service Personnel Wages	1,300,000	
	(3) Supervisory Wages	895,000	
	Total	<u> </u>	\$4,195,000
B	Benefits		
	(1) FICA	\$315,000	
	(2) Illinois Municipal Retirement Fund	500,000	
	(3) Employee Health Insurance	1,000,000	
	(4) Worker's Compensation Insurance	100,000	
	(5) Unemployment Insurance	10,000	
	(6) Paid Leave (Sick Leave, Holidays, etc.)	310,000	
	(7) Uniform Allowance	30,000	
	(8) Tool Allowance	18,000	
	(9) Early Retirement	54,000	
	(10) Other Benefits	368,000	
	Total	<u> </u>	\$2,705,000
C	Services		
	(1) Contract Maintenance	\$170,000	
	(2) Other Services	16,000	
	Total	<u> </u>	\$186,000

D	Materials / Supplies		
	(1) Fuel and Lubricants	\$225,000	
	(2) Garage Equipment Repairs	50,000	
	(3) Building / Ground Repairs	231,000	
	(4) Revenue Vehicle Repairs	2,200,000	
	(5) Service Vehicle Repairs	30,000	
	(6) Service Supplies	125,000	
	(7) Shop Tools and Equipment	65,000	
	(8) Passenger Shelter Repairs	100,000	
	(9) Other Material and Supplies	144,000	
	Total		\$3,170,000
E	Miscellaneous		
	(1) Leased Equipment	\$285,000	
	(2) Other	23,000	
	Total		\$308,000
	TOTAL -- MAINTENANCE		\$10,564,000

3 GENERAL ADMINISTRATION

A	Wages		
	(1) Administrative Salaries	\$2,000,000	
	(2) Clerical	465,000	
	Total		\$2,465,000
B	Benefits		
	(1) FICA	\$170,000	
	(2) Illinois Municipal Retirement Fund	250,000	
	(3) Employee Health Insurance	500,000	
	(4) Worker's Compensation Insurance	20,000	
	(5) Unemployment Insurance	3,000	
	(6) Early Retirement	25,000	
	(7) Other Benefits	68,000	
	Total		\$1,036,000
C	Services		
	(1) Professional & Technical Services	\$750,000	
	(2) Contract Maintenance	850,000	
	(3) Printing	5,000	
	(4) Other Services	75,000	
	Total		\$1,680,000
D	Supplies		
	(1) Office Supplies	\$16,000	
	(2) Equipment	200,000	
	(3) Building / Ground Repairs	55,000	
	Total		\$271,000

C	Services		
	(1) Contract	\$45,000	
	(2) Professional & Technical Services	2,500	
	(3) Other	5,000	
	Total	<u>52,500</u>	\$52,500
D	Materials / Supplies		
	(1) Service Supplies	\$30,000	
	(2) Office Supplies	5,000	
	(3) Equipment	15,000	
	(4) Building and Grounds	130,000	
	Total	<u>180,000</u>	\$180,000
E	Utilities		
	(1) Utilities	\$175,000	
	Total	<u>175,000</u>	\$175,000
F	Miscellaneous		
	(1) Miscellaneous	\$32,000	
	Total	<u>32,000</u>	\$32,000
	TOTAL -- ILLINOIS TERMINAL		\$1,764,500
5	DEBT SERVICE AND INTEREST		\$1,948,000
6	INELIGIBLES		\$393,000
7	CAPITAL EXPENDITURES		
	(1) Shelters, Kiosks, Stops, & Associated Work	\$300,000	
	(2) Miscellaneous Facility Improvements	230,000	
	(3) Maintenance Shop Equipment	20,000	
	(4) Architectural & Engineering Services	350,000	
	(5) Software Systems Upgrades/Procurements	100,000	
	TOTAL CAPITAL	<u>1,000,000</u>	\$1,000,000
	TOTAL APPROPRIATIONS		\$55,836,500

Said appropriation items shall constitute the budget for the District for said fiscal period.

In support of said budget and as a part thereof, the following statement is made under Section 3 of "The Illinois Municipal Law" approved July 12, 1957, as amended:

A.	EXPECTED CASH ON HAND AT BEGINNING OF FISCAL PERIOD		\$7,500,000
B.	ESTIMATED RECEIPTS		
(1)	Cash Receipts		
	a) Operating Revenue	\$8,922,000	
	b) Advertising Revenue	350,000	
	c) Interest Income	150,000	
		<u> </u>	
	Total		\$9,422,000
(2)	Cash Receipts -- IDOT Downstate Operating Assistance Funds		\$35,388,275
(3)	Corporate Replacement Tax		\$250,000
(4)	COVID-19 Relief Funding		\$0
(5)	Debt Service Local Match		\$174,300
(6)	Debt Service Fedreal Match		\$490,000
(7)	Estimated Receipts from Taxes to be Levied		
	a) General Levy	\$7,016,925	
	b) Social Security Levy	1,020,000	
	c) Illinois Municipal Retirement Fund Levy	1,600,000	
	d) Worker's Compensation	100,000	
	e) Liability Insurance and Claims Service and Claims	700,000	
	f) Unemployment Insurance	40,000	
	g) Auditing	23,075	
		<u> </u>	
	Total		\$10,500,000
	TOTAL ESTIMATED RECEIPTS AND CASH ON HAND		\$63,724,575
	Estimated Transfer to Capital Reserve		\$1,888,075
C.	EXPECTED CASH ON HAND AT END OF YEAR		\$6,000,000

Section 2. This Ordinance shall be in full force and effect upon its passage.

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

This Ordinance is hereby by the affirmative vote, the "Ayes" and "Nays" being called, of a majority of the members of the Board of Trustees of the Champaign-Urbana Mass Transit District at a duly called Regular Meeting of the said Board of Trustees on the day of _____ pursuant to a roll call as follows:

AYES:

NAYS:

ABSTAIN:

ABSENT:

Approved by me this _____ day of _____.

Bradley Diel
Chair-Board of Trustees

ATTEST:

Elizabeth Brunk, Secretary



To: Karl Gnad, Managing Director/CEO
From: Brendan Sennett, Safety & Training Director
Date: June 19, 2023
Subject: Annual Update to the Public Transportation Agency Safety Plan (PTASP)

- A. Introduction:** The District’s Public Transportation Agency Safety Plan (PTASP) was originally approved by the Board in June 2020, with subsequent revisions completed in July 2021 and April 2022. This year’s revision was focused on compliance with new requirements associated with the Bipartisan Infrastructure Law (Infrastructure Investment and Jobs Act), modifications to existing programs, updates to reflect position changes, and providing clarity to existing sections.
- B. Recommended Action:** Staff recommends approval of the District’s revised PTASP (Version 4), fulfilling the requirement set forth with the United States Department of Transportation (USDOT) Final Rule 49 CFR Part 673 Public Transportation Agency Safety Plan.
- C. Prior Trustee Action:** On June 24, 2020, the Board of Trustees approved the original PTASP, with its third and most recent revision approved on April 27, 2022.
- D. Summary:** The PTASP is an all-encompassing document of safety management within an organization. To be updated on an annual basis, this document provides guidance on MTD-specific policies and procedures:
- Safety Management Policy
 - Safety Performance Targets
 - Safety Performance Target Coordination
 - Safety Risk Management
 - Safety Assurance
 - Safety Promotion
 - Safety Management Documentation

The proposed revision includes a significant modification to the primary tool used to support Safety Assurance. The modification is designed to ensure the performance of all bus operators is monitored on a routine basis to ensure compliance with the District’s expectations for operating behaviors.

Additionally, this revision reflects personnel changes within the Safety & Training Department and Maintenance & Facilities Department. The job title changes do not impact the roles and responsibilities described in the PTASP.

- E. Background:** On July 19, 2018, FTA published the Public Transportation Agency Safety Plan (PTASP) Final Rule, which requires certain operators of public transportation systems that receive federal funds under FTA's Urbanized Area Formula Grants to develop safety plans that include the processes and procedures to implement Safety Management Systems (SMS).

- F. Alternatives – advantages/disadvantages:** Approving this plan affirms the District's compliance with USDOT Final Rule 49 C.F.R. Part 673 Public Transportation Agency Safety Plan and implement the required programs.

- G. Budget & Staffing Impacts:** No additional budgetary or staffing impacts are anticipated with this revision.



Champaign-Urbana Mass Transit District

Public Transportation Agency Safety Plan (PTASP)

Date Adopted: 6/28/2023

Last Revised: 4/27/2022

Adopted by: _____ 6/28/2023
Date
Karl P. Gnadt
Managing Director/CEO
PTASP Accountable Executive
Champaign-Urbana Mass Transit District

Adopted by: _____ 6/28/2023
Date
Brendan Sennett
Safety & Training Director
PTASP Chief Safety Officer
Champaign-Urbana Mass Transit District

Adopted by: _____ 6/28/2023
Date
Bradley Diel
Chair of the Board of Trustees
Champaign-Urbana Mass Transit District

Champaign-Urbana Mass Transit District, hereinafter, shall be referred to as MTD

This plan is submitted in compliance with the United States Department of Transportation Final Rule 49 C.F.R. Part 673 Public Transportation Agency Safety Plan. This Agency Safety Plan (ASP) addresses all applicable requirements and standards as set forth in FTA's Public Transportation Safety Program and the National Public Transportation Safety Plan

MTD is dedicated to providing the safest working environment possible for *all* employees. This plan has been distributed internally within MTD and with external agencies that may be affected by its implementation.

This is a public document subject to FOIA access. The ideas presented are developmental and are presented for discussion and do not imply a recommendation or course of action. There will likely be modifications to the ideas presented. Limited distribution is requested to those interested parties that will assist in the development of the options presented. Presentation for public response will occur after the ideas are analyzed and expanded or reduced. There may be errors in the data presented or interpretation of the data.

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Transit Agency Information

Transit Agency Name	Champaign-Urbana Mass Transit District (MTD)		
Transit Agency Address	1101 E University Ave. Urbana, IL 60802		
Name and Title of Accountable Executive	Karl P. Gnadt, Managing Director/CEO		
Name of Chief Safety Officer or SMS Executive	Brendan Sennett, Safety & Training Director		
Mode(s) of Service Covered by This Plan	Motor Bus, Demand Response	List All FTA Funding Types (e.g., 5307, 5310, 5311)	5307, 5311, 5339, Other
Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)	Motor Bus – Directly Operated Demand Response – Directly Operated Demand Repose – Purchased Transit		
Does the agency provide transit services on behalf of another transit agency or entity?	<u>Yes</u> <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Description of Arrangement(s) Champaign County Area Rural Transit System (C-CARTS)
Name and Address of Transit Agency(ies) or Entity(ies) for Which Service Is Provided	Champaign County Area Rural Transit System (C-CARTS) 1101 E. University Ave. Urbana, IL 61802		

Plan Development, Approval, and Updates

Name of Entity That Drafted This Plan	Champaign-Urbana Mass Transit District (MTD)	
Signature by the Accountable Executive	Signature of Accountable Executive	Date of Signature
	Name of Individual/Entity That Approved This Plan	Date of Approval

Approval by the Board of Directors or an Equivalent Authority	MTD Board of Trustees	
	Relevant Documentation (title and location)	
	Board Minutes -	
Certification of Compliance	Name of Individual/Entity That Certified This Plan	Date of Certification
	Karl P. Gnadt, Managing Director/CEO	
	Relevant Documentation (title and location)	
	Fiscal year 2022 Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements.	

Version Number and Updates

History of Successive Versions of this Plan

Version Number	Section/Pages Affected	Reason for Change	Date Issued
1	Original Document	Original Document	6/24/2020
2	Revision	Routine Revision	7/12/2021
3	Revision	Routine Revision	4/27/2022
4	Revision	Routine Revision	6/28/2023

Annual Review and Update of the Public Transportation Safety Plan

Source(s): §673.11

The annual review will be conducted by the Safety & Training Director and coordinated with the Managing Director, Chief of Staff, and frontline employees. Final decision on changes will be made and certified by August of each year.

2022 Safety Management Policy

Approved by Accountable Executive 6/28/2023

MTD's Mission, Vision, and Core Values are the guiding principles that embody who we are and what we aspire to be. We have a long and enviable history of service excellence, community support, and respect for our mission. You will help this continue and I am excited to have you be part of the future of our team.

MTD's Mission is to "Lead the way to greater mobility" and we expect that our employees will be leaders in public transit safety. Our Vision is to go beyond traditional boundaries to promote excellence in transportation. Our Core Values help describe the culture of the organization, those at the very heart of our organization.

- Commit to 'Yes'
- Provide outstanding customer/public service
- Develop long-term positive relationships
- Embrace opportunity and innovation

For our safety program, we educate, encourage, and endorse a strong and robust culture of safety at all levels of the organization. MTD is committed to developing, implementing, maintaining, and constantly improving processes to ensure that our service delivery and support achieve the highest level of safety performance. This policy will be posted at all facilities to demonstrate that commitment.

In our ISO 9001:2015 and 14001:2015 management system (MTD2071), we are committed to improving customer service and decreasing our environmental impacts. The delivery of safe transit service is a key component in the MTD2071 program.

Safety is the highest priority for all Departments and Operations at MTD. We are committed to creating an environment where our employees are competent and confident in their abilities to perform their duties in a safe, efficient, and responsible manner. Our employees exhibit the "Highest Degree of Care" in the discharge of their duties.

Our Safety Management System (SMS) is a flexible, scalable approach to safety that has been widely adopted across multiple modes of transportation in both the public and private sectors and overlaps significantly with the requirements included in 49 U.S.C. 5329. It employs a systematic, data-driven approach in which risks to safety are identified, then controlled or mitigated to acceptable levels. SMS brings business-like methods and principles to safety. Like the ways in which an organization manages its finances, our safety plans have targets and performance indicators, which help MTD continuously monitor safety performance throughout the organization.

MTD's SMS consists of four categories of activities.

- Safety Policy
- Safety Risk Management
- Safety Promotion
- Safety Assurance

Safety is not just an important aspect of what we do. Safety is our CALLING. There is not a single moment, there is not a single employee, and there is not a single day – that safety should not be at the forefront of every employee's mind. We are counting on each one of you – and the community is counting on you – to answer this charge, to make this your life's work.

Karl P. Gnadt
Managing Director/CEO
Champaign-Urbana Mass Transit District

Introduction

Source(s): *Illinois Highest Degree of Care, §673.3, § 673.21*

An SMS is a formal, top-down, organization-wide, data driven approach to managing safety risk and assuring the effectiveness of safety risk mitigations. MTD's SMS is structured by its Safety Management Policy, Safety Management Processes, such as the safety risk management processes, safety assurance processes, and safety promotion. The purpose of this SMS is to promote a safety culture in which:

- Leadership displays clear commitment to safety
- Open and effective communication can take place
- Employees feel personally responsible for safety
- The organization practices continuous learning
- A Safety-conscious work environment is promoted
- Non-punitive, clearly defined reporting systems are in place
- Safety is demonstrably prioritized
- Mutual trust is exhibited
- Responses to safety concerns are fair and consistent
- Safety training and resources are made available

Safety Commitment

MTD is committed to:

- Supporting the management of safety activities through the provision of appropriate resources that result in an organizational culture that fosters safe practices, encourages effective employee safety reporting and communication, and actively manages safety with the same attention to the results of the other management systems of MTD
- Integrating the management of safety among the primary responsibilities of all managers, supervisors, and employees
- Clearly defining the accountabilities and responsibilities of all managers, supervisors, employees, and contractors for the delivery of MTD's safety performance and the performance of the SMS
- Establishing and operating the **Hazard Identification – Risk Assessment – Mitigation (HIRAM)** process as a primary tool for safety concerns and analysis
- Ensuring that no action will be taken against any employee who discloses a safety concern (close call, hazard, or other condition) through the Employee Safety Reporting Program (ESRP), unless disclosure indicates, beyond a reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of laws, regulations, or procedures
- Complying with state and federal legislative and regulatory requirements and standards

- Ensuring that sufficient skilled and trained personnel are available to implement safety management processes
- Ensuring that all employees are provided with adequate and appropriate safety related information and training and that they are competent and confident in their abilities to discharge their assigned duties
- Establishing and measuring our safety performance against realistic and data-driven safety performance indicators and targets
- Continually improving our safety performance through management processes that ensure safety management actions are appropriate and effective

Objectives

MTD has established the following safety objectives:

- Perform annual audits to ensure SMS compliance within the MTD2071 Internal Audit
- Identify, analyze, and resolve, and, when possible, eliminate hazards through an established risk management process.
- Monitor Key Performance Indicators and revise them on an annual basis within MTD2071
- Establish and monitor General and Key Performance Indicators and revise them on an annual basis within MTD2071
- Review safety requirements and usage for design, engineering, facilities, equipment, and physical infrastructure projects
- Evaluate safety implications of system changes to routes, schedules, and operating policies

Upon implementation of the SMS, this Policy shall be communicated through MTDweb to all employees; through Bulletins; revisions to the Employee Handbook as needed; revisions to new hire training; inclusion in the yearly Summer Review sessions; and through articles placed in the monthly internal newsletter, *BusLines*.

Safety Authorities, Accountabilities, and Responsibilities

Accountable Executive

MTD has identified the Managing Director/CEO as the Accountable Executive of the SMS. The Managing Director/CEO is committed to the highest levels of safety and will provide sufficient resources and support necessary to ensure successful implementation of the SMS, ensuring action is taken, as necessary, to address substandard performance within MTD's SMS. **The Accountable Executive is ultimately responsible for carrying out the PTASP and the Transit Asset Management Plan (TAM).**

Chief Safety Officer

MTD has identified the Safety and Training Director as the Chief Safety Officer. The Safety and Training Director has the authority and responsibility for day-to-day implementation and operation of the SMS. The Safety & Training Director's responsibilities include:

- Developing and maintaining SMS daily implementation and documentation
- Directing hazard identification, risk assessment, and mitigation activities (HIRAM)
 - This work is done with the support and input from frontline employees serving on the Safety Advisory Committee (SAC)
- Providing updates on safety performance
- Briefing the Accountable Executive on SMS implementation progress
- Identifying substandard performance and developing improvement programs
- Planning safety training activities, which may include:
 - Summer Review Training
 - Professional Development for S&T Department
 - Road Instructor Training
 - Line Instructor Training
 - Six Month Review
 - Mentor Rides
 - Check Rides

Agency Leadership and Top Management

The following are members of the Top Management Team other than the Accountable Executive and the Chief Safety Officer who have authorities or responsibilities for day-to-day implementation and operation of MTD SMS:

- Chief of Staff
- Chief Operating Officer

Key Staff

The following group of staff members have been identified as key to support the development, implementation, and operation of MTD's SMS.

- Operations Director
- Assistant Operations Director
- Special Services Manager
- Service Delivery Manager
- Street Supervisors
- Assistant Safety & Training Director

- Safety Program Manager
 - Lead Instructors
 - Class & Road Instructors
 - Line Instructors
 - Illinois Terminal Director
- Maintenance and Facilities Director
 - Assistant Maintenance Director
 - Assistant Facilities Director
 - External Affairs Director
 - Inventory Supervisor
 - Maintenance Supervisors
 - MTD2071 Internal Audit Team

Employee Safety Reporting Program

Source(s): § 673.23

Immediate hazards must be reported to a supervisor or member of leadership as soon as possible.

MTD introduced a reporting program that includes formal and informal interaction between frontline employees and senior management during the 2021 calendar year. The formal SMS process is focused on reducing the risk of accident and/or injury by proactively resolving safety issues that may require resources, discussion, and action steps. The Employee Safety Reporting Program (ESRP), as required in 49 CFR 673, is a tool designed to assist employees in notifying management of hazards, close-calls, or other unsafe conditions. Information obtained through the ESRP will be analyzed for the development of potential mitigation strategies.

Employees who participate in the ESRP are ensured that no punitive action will be taken against any employee who discloses a hazard, close-call, or other safety condition unless a thorough investigation of the disclosure indicates, beyond a reasonable doubt, gross negligence, or a deliberate or willful disregard of federal, state, local, or MTD regulation, procedures, or law. *The SMS investigation process into close-calls and other safety-related events can be found in Appendix C.*

Participation in the ESRP may be achieved through various communication methods. Such methods include but are not limited to:

- E-mail/MTDweb Message
- Radio
- Telephone
- In-Person

- Hazard Identification Report (HIR) Form

Hazard Identification Report (HIR)

Employees will be encouraged to submit safety concerns, such as hazards, close-calls, or other unsafe conditions, through the Hazard Identification Report (HIR) form on MTDweb.

- Close-Call: any event that could cause physical harm to an individual or property, but did not occur
- Hazard: a condition, act, process, or operation that has the potential to cause harm, such as danger or damage.

The employee will select either Close-Call, Safety Concern, or Other from the drop-down menu in the Form. Reports submitted on MTDweb are available to the **Safety & Training Director, Safety Program Manager, and Assistant Safety & Training Director**. The reporter will have the option to report under the conditions of anonymity; however, employees will be encouraged to provide contact information to ensure proper follow-up. All submitted reports will be considered valid and recorded in the Risk Register.

Reports will be investigated by the appropriate department with support from Safety & Training. Submitted reports are non-punitive except in cases of it being determined that an event was a result of, beyond a reasonable doubt, gross negligence, or a deliberate or willful disregard of federal, state, local, or MTD regulation, procedure, or law. However, if the investigation determines that there is an opportunity for improvement on behalf of the employee, the employee may be subject to non-disciplinary retraining. The retraining, and the conditions leading up to it, will be documented in the employee's file.

ESRP Documentation

All hazards, close-calls, or other reports of unsafe conditions must be formally documented. Ideally, all such reports would be directed to the Safety & Training Department to ensure proper documentation; however, this is not always the case. For example, employees may report their concerns to the first staff member they see, feel more comfortable reporting concerns to their direct supervisor, or may not know who to report to. Therefore, recipients of such reports must inform the Safety & Training Department of all reports so they may be appropriately documented in the Risk Register.

Report takers shall not redirect employees to the Safety & Training Department, but rather intake the report and forward the information as if the reporter wishes to remain anonymous. Any follow-up will be communicated by Safety & Training through the recipient unless the reporter waives their anonymity. Instruction on how to notify the Safety & Training Department can be found in 8 ST36 SOP Documenting Safety Concerns.

Public Safety and Emergency Management

The Continuity of Operations Plan (COOP), which is scheduled for completion in 2022, defines the integration of MTD with local public safety agencies and emergency management procedures. It describes the coordination with external public and private organizations following a disaster or emergency and the internal processes for a swift return to normal operations. Protocols for MTD Departments during abnormal conditions will also be defined including an off-site emergency operations control center. Staffing levels, work assignments, and other possible changes to service policies during emergencies will be defined.

Safety Performance Targets

Source(s): §673.11

A performance measure is an expression based on a quantifiable indicator of performance condition and used to establish targets and assess progress toward meeting targets. A performance target is a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period. The FTA has established four performance measures in the National Public Transportation Safety Plan:

- Fatalities
- Injuries
- Safety Events
- System Reliability

On an annual basis, MTD will update the Safety Performance Targets in this document based on performance measures from the previous five years. These performance targets will be monitored for the monthly Key Performance Indicator (KPI) Report for 2022, years 2017-2021* will be analyzed. While the FTA has not created a standard method for developing Safety Performance Targets, MTD has elected to follow the sample method provided by the FTA PTASP Technical Assistance Center.

The data used for these measures is sourced from the National Transit Database (NTD) regarding Vehicle Revenue Miles, Fatalities, Injuries, Safety Events, and System Reliability. For System Reliability, the Maintenance Key Performance Indicators are used to collect information on miles between road calls on vehicles.

2022 Performance Targets

The rate used for MB-DO is per 1,000,000 vehicle revenue miles. The rate used for DR-DO and DR-PT is per 50,000 vehicle revenue miles.

Mode of Service	Fatalities (total)	Fatalities (per 1 mil VRM)	Injuries (total)	Injuries (per 1 mil VRM)	Safety Events (total)	Safety Events (per 1 mil VRM)	System Reliability
Fixed Route Bus MB-DO	0	0	4.60	1.57	6.80	2.33	26,759.62
Demand Response DR-DO	0	0	0.40	0.12	0.60	0.21	21,607.97
Demand Response DR-PT	0	0	0.40	0.10	0.40	0.10	37,473.82

Table 1 2023 MTD Performance Targets calculated over a 5-year average

*Major Mechanical Failures per Vehicle Revenue Mile for System Reliability data only available from January 2019 to present.

2023 Aspirational Performance Targets

The table below shows the Performance Targets for the 2023 calendar year. The rate used for MB-DO is per 1,000,000 vehicle revenue miles. The rate used for DR-DO and DR-PT is per 50,000 vehicle revenue miles. The aspirational targets represent a 5% improvement of the 2022 Performance Targets.

Mode of Service	Fatalities (total)	Fatalities (per 1 mil VRM)	Injuries (total)	Injuries (per 1 mil VRM)	Safety Events (total)	Safety Events (per 1 mil VRM)	System Reliability
Fixed Route Bus MB-DO	0	0.00	4.37	1.50	6.46	2.21	28,097.60
Demand Response DR-DO	0	0.00	0.04	0.01	0.06	0.02	22,688.37
Demand Response DR-PT	0	0.00	0.38	0.09	0.38	0.09	39,347.51

Table 2 2023 MTD Aspirational Performance Targets.

*Major Mechanical Failures per Vehicle Revenue Mile for System Reliability data only available from January 2019 to present.

Safety Target Coordination

Source(s): § 673.15

The Accountable Executive designates the Safety & Training Director to coordinate, to the maximum extent practicable, with the State and MPO to support the selection of State and MPO transit safety performance targets. Performance targets will be shared with the Illinois Department of Transportation (IDOT) and the Champaign-Urbana Urbanized Transportation Study (CUUATS) in August of each year.

Safety Risk Management

Source(s): §673.25

Introduction

Safety Risk Management is a system of hazard identification and evaluation, management to control hazards to an acceptable level of risk, and evaluation of the results.

(Reminder: Hazards are defined as a condition, act, process, or operation that has the potential to cause harm, such as danger or damage.)

There are many different approaches to safety risk management planning. MTD has a broad range of methods for identifying and assessing hazards including:

- Formal analysis
- Informal analysis
- Programmatic solutions

Safety does not mean the elimination of all safety risks. Using the Safety Risk Management process, the hazards to persons or equipment can be minimized to an acceptable level by use of various types of engineering controls, physical improvements, or changes in MTD training and operating protocols. Documentation of the analysis process, implementation, and subsequent review will create a reasonable solution to safety hazards.

Risk Management Process (HIRAM)

The Safety Risk Management Process, or HIRAM, consists of formal and informal mechanisms for reporting, analyzing, mitigating, and managing safety risks. The formal process includes:

- **Hazard Identification**- identification of as many credible hazards that may result in harm or damage to the operating system under study
- **Risk Assessment**- probability/likelihood and consequences of various risk scenarios

and ranking of the safety risk in terms of acceptability

- a. Safety Risk Options - options for mitigating the safety risk are considered, including financial feasibility
- **Mitigation-** plan for placing safety risk control measures into action, including documentation of the process, **to reduce the likelihood and severity of potential consequences of hazards**
 - a. Safety Risk Monitoring- evaluation of the effectiveness of the safety risk decision and control measures over time.

The SAC reviews formal input and analyzes issues using the HIRAM process. There are also formal MTD employee involvement committees that may address safety concerns including, but not limited to, the SAC, Routes and Schedules Committee, School Outreach Committee, and Wage and Policy Committee. All safety-related items discussed in non-SAC committee meetings must be submitted, in writing via MTDweb message or email, to the Safety & Training Director, **Safety Program Manager**, and/or **Assistant Safety & Training Director**.

Procedures and recommendations to mitigate items submitted to the HIRAM process may be sourced from transit industry safety programs; the American Public Transportation Association (APTA); Illinois Public Transit Association (IPTA); Illinois Department of Transportation (IDOT); and the Federal Transit Administration (FTA). Additional information may be provided by the Transportation Cooperative Research Program (TCRP); Transportation Safety Institute (TSI); University Transportation Centers (UTC); other transit agencies, listservs, and private businesses that provide transit safety recommendations, best practices, products, and services.

Hazard Identification

The Hazard Identification process consists of input from a variety of sources. The formal, internal committee structure (SAC, Wage and Policy, School Outreach, Routes and Schedules, and others) provides additional opportunity for Operators, Maintenance employees, and Supervisory Staff to identify hazards. Asset condition deterioration will be communicated by the Maintenance & Facilities Director, Illinois Terminal Director, and Maintenance & Facilities Director to the Safety & Training Director. Input from other governmental sources (FTA, IDOT, MPO, local governments) and the general public will be forwarded to the Safety & Training Director who will enter the information into the appropriate process. MTD's alternative mobility advocate will be contacted regarding bicycle and pedestrian safety concerns.

Hazards submitted to the HIRAM process may be sourced from transit industry safety programs; the American Public Transportation Association (APTA); Illinois Public Transit Association (IPTA); Illinois Department of Transportation (IDOT); and the Federal Transit Administration (FTA). Additional information, including procedures and

recommendations to mitigate items, may be provided by the Transportation Cooperative Research Program (TCRP); Transportation Safety Institute (TSI); University Transportation Centers (UTC); the Centers for Disease Control and Prevention (CDC); other transit agencies, governmental entities, listservs, and private businesses that provide transit safety recommendations, best practices, mandates, products, and services.

Some input will be sent to the HIRAM process for assessment. Other inputs may be addressed in formal training for appropriate employees as determined by the Safety & Training Director and the associated Department Head. Committees may also be included in information from external sources and some input may be informally addressed by Supervisors and Staff. **Consequences of hazards will be considered and evaluated in the Hazard Assessment phase of the HIRAM process.**

The Safety & Training Director will be responsible for staying informed on capital improvements which may have a safety component. This will be done through regular communications with the External Affairs Director, **Maintenance & Facilities Director**, Illinois Terminal Director, and Operations Director. These would include infrastructure improvements; vehicle purchases and vehicle component modifications; and known infrastructure changes by MTD or other agencies. Safety concerns will be communicated during the specification development phase to the Accountable Executive (CEO) and Chief Operating Officer.

Risk Assessment

Risk Assessment at MTD is driven by the Risk Assessment Matrix shown in Table 5. For all identified risks, the formal process will be followed and documented. For hazards that are presented informally or from other committees, the Safety & Training Director will make a risk assessment. For those items that are ranked as yellow or green (low or medium ranking) in the Risk Assessment Matrix below, the Safety & Training Director's decision will be final. For more serious rankings (red), the Safety & Training Director will confer with affected Staff for assistance in the assessment. For non-urgent issues, the serious or high ranked issues will be entered into the HIRAM process.

Mitigation

Risk Mitigation is a multi-step process. Options are developed in the HIRAM process and analyzed for effectiveness and cost. The SAC, affected Staff, and ad hoc committees may be utilized to generate mitigation options. The best two or three options will be analyzed for cost/benefit and a recommended option will be chosen. Mitigation options that require investment from other governments (University of Illinois, IDOT, and/or local governments) will be forwarded to those entities.

Risk Monitoring

For identified hazards that cannot be mitigated, the Safety & Training Director will incorporate “hazard recognition” into the appropriate training phase. It may be incorporated into classroom, road, or line instruction, or into the annual summer review trainings.

For hazards that are mitigated, the Safety & Training Director will review the mitigation activity six months and twelve months after implementation. The Safety & Training Director will document the complete or partial success of the mitigation activity. Unintended consequences will also be documented. If risk is not reduced as low as reasonably practicable (ALARP), the Safety & Training Director will consider additional mitigation measures.

HIRAM Process, Explained

Hazard Identification – Risk Assessment – Mitigation

Safety concerns requiring immediate action should be reported to any Supervisor, the Control Center, or Staff and are not a part of this process.

The **HIRAM** process consists of **Hazard Identification**, **Risk Assessment**, and **Mitigation** alternatives. If mitigation is not possible, efforts to inform employees of the hazard will be directed to the Safety Promotion part of the SMS.



The **Hazard Identification** step consists of input from MTD employees to the Safety & Training Director, Assistant Safety & Training Director, Safety Program Manager, or Lead Instructors. Input can come from many sources; however, the majority of the input will likely result from the SAC and ESRP (i.e., HIR form, radio transmission, in-person communication, etc.). Employees can communicate with Supervisors and Managers for informal communication and discussion, the record of which would then be forwarded to the Safety & Training Director or Assistant Safety & Training Director.

Supervisors and Staff may request identified hazards for analysis and discussion to the Safety & Training Director for inclusion in the next SAC meeting. Hazards are identified and discussed with the SAC to fully understand potential problems. Some hazards may be mitigated quickly and will be resolved without going through the HIRAM process. Hazards that are not quickly resolved will go to HIRAM.

The SAC will review all suggestions and concerns at its monthly meetings. There will be, at a minimum, one meeting per quarter or four meetings per calendar year. Input will be submitted to the Safety & Training Director, or designee, at least seven calendar days before the upcoming SAC meeting. The procedure that applies to joining an MTD Committee is located in MTD2071, 8 OP1 SOP Committee Sign Up. For input that has a physical component, the Safety and Training Department will attempt to have photos and/or maps of the location included in the presentation for the SAC meeting. Anyone submitting a physical hazard will be encouraged to submit photos to Safety and Training prior to the meeting. Safety and Training will submit the meeting agenda to SAC members the day before the meeting.

The SAC will discuss the risk and assign a preliminary **Risk Assessment** rating using the standard Risk Assessment Matrix in Table 5. The process is generally a consensus process. Where a consensus cannot be attained, the Safety & Training Director, or designee, will choose a Risk Assessment score from those discussed by the SAC.

Some hazards may result in additional study. The Safety and Training Department may communicate with other transit systems to compare their scores for a similar risk. The SAC may ask for a survey to be conducted through MTDweb. Participation in a survey is voluntary. The SAC may revise the score in a subsequent meeting after additional information is collected and presented.

Risk Assessment Matrix				
Severity/Likelihood	Catastrophic (1)	Critical (2)	Marginal (3)	Negligible (4)
Frequent (A)	High	High	High	Medium
Probably (B)	High	High	Medium	Medium
Occasional (C)	High	Medium	Medium	Low
Remote (D)	Medium	Medium	Low	Low
Improbable (E)	Low	Low	Low	Low

Table 3 Risk Assessment Matrix

Hazard Probability

Safety Risk Index	Criteria by Index
High	<u>Unacceptable – Action Required:</u> Safety Risk must be mitigated or eliminated.
Medium	<u>Undesirable – Management Decision:</u> Top Management must decide whether to accept safety risk with monitoring or require additional action.
Low	<u>Acceptable with Review:</u> Safety risk is acceptable pending management review.

Table 4 Hazard Probability Categories

Hazard Severity

Severity Categories		
Description	Severity Category	Criteria
Catastrophic	1	Could result in one or more of the following: multiple deaths, permanent total disability, irreversible significant environmental impact, or monetary loss equal to or exceeding \$10M.
Critical	2	Could result in one or more of the following: death, permanent partial disability, injuries or occupational illness that may result in hospitalization of at least three personnel, reversible significant environmental impact, or monetary loss equal to or exceeding \$1M, but less than \$10M.
Marginal	3	Could result in one or more of the following: injury or occupational illness resulting in one or more lost workday(s), reversible moderate environmental impact, or monetary loss equal to or exceeding \$100K, but less than \$1M.
Negligible	4	Could result in one or more of the following: injury or occupational illness not resulting in a lost workday, minimal environmental impact, or monetary loss less than \$100K

Table 5 Severity Category Rubrik

Hazard Likelihood

Likelihood Levels			
Description	Level	Individual Item	System or Vehicle Fleet
Frequent	A	Likely to occur often in the life of an item	Continuously experienced. Potential consequence may be experienced more than once in 500 operating hours.
Probable	B	Will occur several times in the life of an item	Will occur frequently. Potential consequence may be experienced once between 500 and 6,000 operating hours.
Occasional	C	Likely to occur sometime in the life of an item	Will occur several times. Potential consequence may be experienced once between 6,000 and 60,000 operating hours
Remote	D	Unlikely, but possible to occur in the lifetime of an item	Unlikely but can reasonably be expected to occur. Potential consequence may be experienced once between 60,000 and 180,000 operating hours.
Improbable	E	So unlikely, it can be assumed occurrences may not be experienced in the life of an item.	Unlikely to occur, but possible.

Table 6 Likelihood Level Rubrik

Mitigation options are developed by Staff and the SAC. A recommended option will be chosen by the Safety and Training Department and/or the SAC. Other acceptable options developed will be documented. For options that require action by other agencies (local municipalities, FTA, State, private business, etc.), the recommended action will be forwarded. Response from those agencies will be considered by the Safety and Training Department and the recommended option may be altered.

For mitigation options that are completely within the control of MTD, the Safety and Training Department will thoroughly discuss those options with the affected departments and Top Management for acceptance, modification, or rejection. Some

actions may have an impact on another group of MTD employees, and they will be involved in mitigation options. Budgetary analysis in accordance with the Spending Authority Policy will be developed and a decision on the most prudent course of action will be decided. The final decision will be communicated to the SAC at a subsequent meeting.

When mitigation recommendations cannot be implemented, the hazard will be defined and included in subsequent training with recommended operating procedures. Recommended operating procedures will be established jointly by Safety and Training and the affected Department (e.g. Maintenance, Operations, etc.).

Mitigation Review will occur at intervals no more than six and twelve months after the mitigation has been implemented to analyze the effect of the mitigation process. Successful mitigation will close the **HIRAM** process on the identified hazard. Partial or unsuccessful mitigation will be analyzed and resubmitted for analysis or closed and included in subsequent hazard training for new and existing employees.

The Safety & Training Director, **Safety Program Manager**, **Assistant Safety & Training Director**, or designee will be responsible for documentation of each step of the **HIRAM** process.

Safety Assurance

Source(s): § 673.27

Introduction

Safety Assurance refers to processes within a transit agency's SMS that function to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

The subcomponents of Safety Assurance are:

- Safety Performance Monitoring and Measurement
- Measurement of Change
- Continuous Improvement

Safety Assurance includes the following activities:

- Developing performance targets/measures
- Conducting safety assessments

Performance Targets and Measures

Safety assurance at MTD includes the establishment of realistic, risk-based performance targets. Performance targets are of two types: leading/key (KPI) and

lagging (PI). Leading indicators are input based measures with a relationship to a product or goal. They measure and track performance before a problem occurs. Lagging indicators are outcome-based measures that are directly related to a product or goal. They measure performance against prior goals.

The current Leading Performance Indicators for Safety and Training are:

- Number of Check Rides for new Operators and Operators beyond two (2) years seniority

The current Lagging Performance Indicators for Safety and Training are:

- Safety Performance Targets required by FTA in this document located beginning on Pages 14-16 of this document
- Number of Preventable Accidents per 1,000,000 vehicle revenue miles for fixed route (MB); 50,000 vehicle revenue miles for demand response (DR)
- Non-Preventable Accidents per 1,000,000 vehicle revenue miles for fixed route (MB); 50,000 vehicle revenue miles for demand response (DR)

Safety assurance determines how well the SMS is meeting MTD's requirements and expectations. It consists of a series of processes and activities that monitor the internal processes as well as our operating environment to detect changes or deviations that can affect safety risk mitigations or cause additional safety risks.

Safety assurance includes auditing, analysis, document reviews, and evaluations to make sure that agency safety performance criteria are met and that safety risk controls are effective.

The Yearly Safety Review (YSR) provides a high-level review of safety management performance that occurred within the previous calendar year and goals for the current calendar year. The YSR may use Root Cause Analysis (RCA) and Corrective Action Reports (CARs) to determine if significant changes in policy or procedure are required in the subsequent year. The Safety & Training Director is responsible for initiating and documenting the YSR. The review will take place before March 1st after the previous calendar year's data is assembled.

The Safety Assurance program at MTD consists of:

- Reviews and Audits
- Accident/Incident Investigation
- Employee Safety Reporting Program (2021)
- Quality Assurance
- Data Collection and Analysis
- Performance Management
- Equipment and Infrastructure
- Change Management

- Continuous Improvement

Reviews and Audits

MTD has a comprehensive and robust program of reviews and audits. MTD2071 has a dedicated Internal Audit Team that complies with the International Organization for Standardization Training and Examiner Provider Certification Scheme (ISO TPECS) auditing process that audits and reports on MTD2071. Internal audits are conducted three times each year. Findings and nonconformance from external audits, like the FTA's Triennial Review, APTA's Safety Audit, and financial audits, are put into MTD2071 for Top Management reporting, tracking, and follow up.

The Internal Audit function at MTD is defined in MTD2071. MTD2071 is a management system that complies with the ISO 9001:2015 and 14001:2015 Standards. A third-party auditor is also brought on site annually to perform a registrar-certified audit. Some of the processes are safety related and the auditor examines the written process and then compares actual performance to the written process. The results are used to improve performance and/or enhance compliance with the ISO Standards. Processes may also be reviewed for effectiveness in accomplishing the overall goals within MTD.

APTA Safety Audits are performed every three years. MTD began participating in APTA Safety Audits in 2005. Safety issues identified by these audits are addressed in the year after the report and the Safety & Training Director analyzes the recommendations for cost/benefit and effectiveness.

FTA Triennial Reviews may also address safety components and infrastructure issues.

Source(s): §673.27

The Chief of Staff, Chief Operations Officer, Managing Director Managing Director, and Safety & Training Director will conduct a yearly safety review (YSR) to assess performance and identify deficiencies. Current safety goals are reviewed and revised for the next year. Realistic, risk-based goals will be established. The Safety & Training Director will be responsible for developing and implementing any plans to reduce safety deficiencies or poor safety performance.

Accident/Incident Investigations

Accident and incident investigations are conducted by the Operations Support Specialist, Operations Supervisors, Assistant Operations Director, Operations Director, and/or the Safety & Training Director. Accidents and incidents that take place in the Maintenance Department or involve Maintenance Personnel are investigated by the Maintenance & Facilities Director and Assistant Maintenance Director. Operations Supervisors investigate accidents at the scene of the event. A web form on MTDweb is filled out by an Operations Supervisor and/or any Operator involved. The SOP for the

Control Center (8 OP26 SOP Control Center Manual) has protocols for Control Center response to accidents and the process for reporting and possible involvement of management in immediate response.

Close-Call Reporting

MTD defines a close-call as any event that could cause physical harm to an individual or property but did not occur. All reported close-calls are to be delivered to the Safety & Training Director, **Safety Program Manager**, and/or **Assistant Safety & Training Director**. Reporters will have the option to submit anonymously. Names of those who did submit will not be shared with anyone unless the incident is proven to be a result of, beyond a reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of laws, regulations, or procedures.

The reporting system will be facilitated through MTDweb, using the Hazard Identification Report Form. The Safety & Training Director, **Safety Program Manager**, and/or **Assistant Safety & Training Director** will submit it to the corresponding Department within MTD and provide feedback to the reporter through either an MTDweb message or through the method requested on the form.

Drug Screening and DOT Medical Examination Report

MTD complies with all requirements enacted by the United States Department of Transportation in 49 CFR 40, *Procedures for Transportation Workplace Drug and Alcohol Programs*, by the FTA in 49 CFR 653, *Prevention of Prohibited Drug Use in Transit Operations*, and in 49 CFR Part 654, *Prevention of Alcohol Misuse in Transit Operations*. In addition, all MTD employees are expected to comply with the MTD Drug and Alcohol Policy dated **February 23, 2022**, which defines:

- Covered employees
- Prohibited behavior
- Consequences for violations
- Circumstances for testing
- Testing procedures
- Test refusals
- Voluntary self-referral
- Prescription drug use
- Contact person
- Non-safety sensitive employees.

Every MTD employee expected to operate a Commercial Motor Vehicle (CMV) is required to carry a valid United States Department of Transportation/Federal Motor Carrier Safety Administration Medical Examination Report and Certificate. The intent is

to ensure that all employees are medically fit to operate a CMV and do not pose any threat to the health and safety of the Champaign-Urbana Community. All employees who are designated as conducting or will be conducting safety-sensitive functions under 49 CFR Part 655 are required to have a valid Medical Examination Report. Safety-sensitive functions are defined in the Special Terms and Definitions found beginning on page 40 of this document.

Quality Assurance

The Quality Assurance process at MTD consists of several activities that influence the delivery of safe transit service including:

- Check Rides
- On-time Performance
- Corrective Action Reports
- Safety Monitoring

Check Rides are to evaluate and document Operator performance and to correct any driving characteristics that may not be consistent with original training or current operating procedures. A secondary purpose is to provide an opportunity for two-way communication and often Operators use the check ride process to express concerns, share suggestions, and ask questions.

Operators with less than two (2) years of experience operating for MTD will be checked once quarterly. Operators with more than two (2) years of experience operating for MTD will be checked bi-annually, once every six (6) months.

On-time Performance is a critical element in creating pressure on Operators to maintain schedule adherence while deciding on what risk level they are willing to take to maintain the schedule. For schedules that have poor adherence, the data will be analyzed by Planning and adjustments are considered to provide adequate time to maintain the schedule. On-time performance by route and time of day will be analyzed as part of the Yearly Safety Review.

Corrective Action Plans (CAPs) are an essential element of Quality Assurance. A Corrective Action Plan is created to respond to an identified hazard that carries an unacceptable level of risk. The difference between a CAP and a CAR is that a CAP is managed through the HIRAM process rather than process that utilizes 10 MS1 F Corrective Action Request Template. CAPs are specific to safety risk mitigation. A CAP consists of issue identification; containment; root cause description; short term corrective action; long-term preventive action; and verification of effectiveness.

Safety Monitoring is a triannual review of safety performance for the overall system as part of the MTD2071 Management Review. The Safety & Training Director and Chief of

Staff will meet throughout the year to assess overall system safety data and the quality of data collected for KPIs. Data for this review can be sourced from HIRs, accident data, and other notification methods. Minutes of each meeting will include data reviewed and any recommended actions planned for the next trimester.

Data Collection and Analysis

MTD has an extensive range of data sets used throughout the organization for safety-related activity as well as general management data. MTD2071 monitors Key Performance Indicators and Performance Indicators. The Performance Targets and Measures section found previously in this document explains some of the indicators used to assess safety performance.

PTASP Statistical Summary

NTD data is used to develop Performance Targets for the PTASP as shown starting on Page 15 of this document. This will be updated each year with data from the previous five (5) years. Goals are based on the previous five-year average and are initially set as an improvement compared to the worst year in the last five years. The calculations used are the same as those used to configure the Performance Targets. The current goals are the average of 2018-2022° reduced by 5%.

*Major Mechanical Failures per Vehicle Revenue Mile for System Reliability data only available from January 2019 to present.

NTD reportable events are measured as the total number each month. Any S&S40s reported will be noted. A Safety and Security form 40 (S&S-40) is a Major Event Report to the NTD that captures detailed information on severe events that occur within a transit environment. Agencies must complete one S&S-40 per reportable event, regardless of how many thresholds an event meets.

PTASP Safety Targets will be included in the monthly Key Performance Indicator report and include a year-to-date total. Comparisons will be made to how close the number of safety incidents come to meeting the targets and how they compare to the previous year beginning in calendar year 2022.

Equipment and Infrastructure

Properly maintained equipment and infrastructure is a key element in providing a safe foundation for operations. MTD has processes for equipment maintenance and for daily maintenance. MTD is committed to timely replacement of equipment in its Transit Asset Maintenance (TAM) plan which provides efficient and effective replacement of buses, support equipment, and infrastructure. Operations and Safety and Training will be included in the development of equipment specifications that affect Operators through surveys and email communications.

Rolling stock performance is measured by the **Maintenance & Facilities Director** and focuses on:

- Mean distance between failures
- Vehicle inspection results
- Compliance with vehicle maintenance and inspection schedules

Infrastructure/Facilities measured by

- Asset conditions of MTD facilities in the TAM process.

Safety Lane Inspections occur every six months in accordance with the Illinois Department of Transportation regulations.

Change Management

Sources: §673.27

New hazards are caused by MTD-controlled events and decisions or by events caused by the private sector, or federal, state, or local government regulations and activities. MTD has a robust process for analyzing changes caused by these associated actions.

The Change Management safety process at MTD consists of several activities. There are process-driven procedures and interactive discussions with employees. The

purpose of change management is to have a thorough and thoughtful approach to change within MTD and change caused by external factors.

The primary cause of change management is solving a defined problem. The Root Cause Analysis (RCA) process is the primary method used at MTD to solve defined problems. The RCA process is defined in 10 MS3 Root Cause Analysis Procedure.

A CAP may be generated after the RCA is completed if the analysis in the RCA indicates that a CAP is needed. The RCA will be the primary element in any Change Management activities. The RCA/CAP Process may also be used for some events that are not reportable to NTD thresholds. The Accountable Executive, Chief of Staff, Chief Operations Officer, the Safety & Training Director, or any Department Head may initiate the RCA process.

The RCA process may also be used for some events that do not reach the level of an NTD S&S-40 requirement.

Employee involvement in the process of change at MTD consists of several activities. An internal committee structure is typically used to gather employee input to address various aspects of employment and service at MTD. Committees that have a direct or indirect impact on safety include:

- SAC
- School Outreach Committee
- Routes and Schedules Committee
- Wage and Policy Committee
- Accident Review Board (SAC Members) (*Only triggered if an employee refutes a citation*)

The SAC is directly involved in the Risk Management portion of the SMS and is the most influential committee that has an impact on safety. Proposed changes in routes, schedules, standard operating procedures, or other policies affecting safety may be reviewed by the SAC. The SAC will forward their analysis of the elements of change to the Safety & Training Director and the Accountable Executive. SAC has review authority, but the final decision rests with Top Management consisting of the Managing Director, Chief Operations Officer, and Chief of Staff.

Any of the committees above may identify safety issues. These issues will be referred to the Safety & Training Director, Safety Program Manager, and/or Assistant Safety & Training Director who will determine if they should be taken to the SAC for risk analysis.

The Routes and Schedules Committee (RSC) generally identifies route and schedule problems. The SAC may also identify route and schedule issues, and these will be referred to the Planning Manager or the Committee Leader of the RSC. Similarly, the RSC may forward proposed changes to the SAC for comment or analysis.

The three primary factors that cause safety risk change at MTD are:

- New or revised routes and schedules
- New or modified equipment
- Changes in operating procedures and policies

Service analysis and development is generally performed by the Operations Director and Planning Manager with input from Operators, Staff, Supervisors, employees, general public, and other interested groups. Significant proposed changes are published in accordance with FTA regulations to allow public input before implementation. Minor changes in schedules are implemented administratively. Recommended route and schedule changes are reviewed by, but not limited to, the Executive Team, Operations Department, Customer Service Department, Safety and Training Department, Marketing, and/or other groups affected by the changes. Internal communication of changes takes place primarily through MTDweb.

MTD operates on an annual service year with a new service year beginning in mid-August. This enables MTD to collect feedback and analysis throughout the year to prepare for the service turnover.

The Routes and Schedules Committee (RSC) reviews planned changes and offers advisory input to the Planning Manager. The RSC reviews planned changes and discusses ideas for what could be changed. In addition, the Committee discusses challenges with the current service, as well as provides frontline knowledge to predict challenges with proposed service changes. The Committee's input is both proactive and reactive depending on the issue and its timing, however nothing is implemented without their feedback and planned changes can be altered based on their feedback. RSC and Staff-level meetings are conducted to discuss changes, ideas, and progress on developing the changes and one does not specifically have to occur before the other.

At least one public hearing is conducted annually to get feedback on proposed changes and current service offerings. Notes from public hearings are kept as records by the Executive Assistant.

Equipment specifications for new equipment or modifications to existing equipment are developed by the Department that is asking for or purchasing the equipment or modification. The associated project manager and Department Heads who are requesting the new or modified equipment will review proposed specifications, communicate with affected employees, and evaluate their operational efficiency. The scope of impact will dictate the need for formal or informal feedback.

MTD's Procurement Manual (8 GP11 Procurement Manual) defines the application of safety principles, requirements, and representatives in Appendices 2.1 and 3.3.

- Appendix 2.1

- Department Directors, which includes, but is not limited to, the Safety & Training Director, are included in the
 - Identification of need
 - Evaluation of offers
 - Contract/Project Administration
- Appendix 3.3
 - All bus procurements must include proof the vehicle has complied with the Altoona or other bus testing requirements. Invitation for Bid packages for buses and other support or fleet vehicles must include all the necessary FTA certification forms. The District must possess a copy of the Altoona Testing Report before final acceptance of the first vehicle.

Bulletins and standard operating procedures regarding operating policies and procedures are generally initiated and developed by the Operations Department. Top Management reviews significant operating policy changes that have a cost, service, or safety component. Minor changes are implemented by the Operations Department. These changes are typically presented to the Wage and Policy Committee depending on how far reaching the policy is. Safety issues found with policy changes can be brought up in the SAC reactively by members and attendees invited to SAC Meetings.

Review of mitigation efforts is also a part of the change management process. Efforts will be reviewed as part of the HIRAM process at six- and twelve-month intervals and the change will be evaluated to determine if the hazard has been completely or partially resolved.

Hazards created by the private sector are difficult to reduce or eliminate. The HIRAM process will analyze hazards caused by private sector entities and communicate desired changes to the private sector. MTD's efforts include ensuring third-party contractors and vendors conform to requirements as modeled in section 8.4 of the ISO 9001:2015 Standard.

Hazards caused by federal, state, and local government will be analyzed through the HIRAM process or in the Yearly Safety Review. Top Management and the Safety & Training Director will also analyze changes caused by government or local organization action as well as changes to service agreements. Mitigation responses will be developed and presented to the agency involved through an appropriate process depending on the activity that caused the hazard and the level of government.

Continuous Improvement

Source(s): §673.27

The Continuous Improvement process at MTD is data driven as well as interactive. The data identified in the Data Collection and Analysis section is analyzed yearly in a timely manner by the affected departments. Changes in safety performance may be analyzed through the Root Cause Analysis (RCA) process defined in MTD2071 10 AD4. A change may be generated after the completion of the RCA process. A Corrective Action Report (CAR) may result and MTD2071 10AD1 F documents that CAR process.

The interactive part of the Continuous Improvement Process consists of several committees which report their recommendations to the associated Department Head. Focus groups may also be convened by the Safety and Training Department, Operations, or Maintenance to discuss a specific safety issue or developing deficiency. Recommendations from the focus groups are also reported to Top Management and recorded by the Safety and Training Department.

The Accountable Executive, Safety & Training Director, Top Management, and/or MTD2071 Team will implement cost-effective solutions to the safety issues that have been identified and analyzed.

Safety Promotion

Source(s): §673.29

Introduction

Safety promotion, as the term is used in the SMS, does not refer to awards, incentives, or slogans. Safety promotion has the wider meaning of how the safety concepts, philosophy and culture of the organization are integrated into the way business is conducted in a visible, purposeful and proactive manner. Implementation of safety goals and objectives through programmatic controls with identified performance targets can be shown to promote a positive safety culture.

Competencies and Training

MTD has a strong program of initial training, periodic performance reviews, and re-training for Operators (Bus and Paratransit), Staff who hold a Commercial Driver's License (CDL), and Maintenance Employees.

The program consists of:

- Initial Training
- Check Rides
- Summer Refresher Training
- Individual Re-training
- Safety and Training Department Training

- Individual Training Plans
- Maintenance Training.

Initial training for all Operators is the commercially-available TAPTCO Transit Operator Development Course or Paratransit Operator Development Course. The current version is updated periodically when TAPTCO provides course upgrades to accommodate new requirements set forth by the FTA and FMCSA. Upon completion of the classroom TAPTCO sessions, a Bus Operator trainee completes 52 to 55 hours in the classroom, 72 to 96 hours in out-of-service training with a Road Instructor, and 158 to 170 hours of in-service training with a Line Instructor. While in Line Instruction, a minimum of 130 hours take place on community routes, while 28 hours take place on University of Illinois campus routes. A Paratransit Operator completes 24 hours in the classroom and spends 16 hours in Road Training and 40 hours in Line Instruction. Training is to a “competent and confident” level and may be extended based on the decision of the Safety & Training Director or Assistant Safety & Training Director. The initial training program is documented in the individual’s training record.

Mentor Rides (See [Check Rides](#) under *Quality Assurance on Page 27*)

Summer Refresher Training is a yearly program developed by the Safety and Training Department with a curriculum determined by previous year’s performance and/or immediate needs of the District. Input is considered from other departments including, but not limited to, Customer Service, Human Resources, Operations, and Maintenance. Summer refresher training is conducted in one-day sessions during the summer months.

Instructor Recertification is conducted on an biannual basis for both Road and Line Instructors. Upon completion, the instructor will receive certificates and their training record will be updated.

Individual Retraining is conducted for those employees who are having performance problems in areas such as preventable accidents, unsafe operations, and customer service. The session is designed by S&T and is conducted by either the Assistant Safety & Training Director, Lead Instructors, or Classroom Instructors. Session lengths vary depending on the issue involved and the ability of the Operator to demonstrate successful performance of the tasks. Retraining is not considered discipline.

Safety and Training Department Employees receive training appropriate to their individual employee development plan. Line and Road Instructors receive the “Train the Trainer” program developed by TAPTCO and taught by Assistant Safety & Training Director or Lead Instructors. The Safety & Training Director, Assistant Safety & Training Director, and Lead Instructors may also attend classes conducted by the Transportation Safety Institute (TSI) as necessary. Certifications from TSI are required for each person

completing TSI training. The Assistant Safety & Training Director and Lead Instructors must have valid Third-Party Certification Program Safety Officer Licenses.

Individual Training Plans At least one member of Safety and Training Management (Director or Assistant Director) should have the following certificates within five (5) years of the implementation of this document.

- Transit Safety and Security Program Certificate (or equivalent)
- Substance Abuse Management and Program Compliance Certificate
- Reasonable Suspicion Determination for Supervisors Certificate
- Advanced Bus Collision Investigation Certificate
- Effectively Managing Transit Emergencies Certificate

Maintenance Training is an individualized training program depending on the position within the Department. Routine vehicle servicing training is similar in structure to driver training with less driving time, but more time on maintenance tasks. Technicians receive training proportional to their role at MTD. Hazard training that is unique to vehicle maintenance or building maintenance activities is included as needed. Training for Maintenance employees is currently being provided by Maintenance Supervisors or vendors.

Safety Communication

Source(s): §673.29

MTD has a strong and effective safety communication platform for general distribution and individual response. Formal communication through MTDweb is used to issue general safety notices and employees are required to log into MTDweb on days of which they work, at least once during their shift, preferably at the beginning.

The Summer Refresher Training is required of all Operators and is a formal method for safety communication. Mentor Rides and Check Rides also allow two-way communication between Operators and Instructors. Articles in *BusLines* are also used to communicate safety issues.

Informal communication methods include two-way communication with Supervisors and the Control Center. Immediate emergencies are broadcast from the Operations Control Center via radio.

Individual employees who express a concern via MTDweb or through a committee will be answered by the Safety and Training Director or Operations Director via MTDweb or through individual conversation.

Some activities from the **HIRAM** process may result in partial mitigation, no mitigation, or unintended consequences. If the mitigation process does not completely resolve the

issue, the hazard will be incorporated into training, either in initial Operator training or in the summer retraining process.

Effective, proactive identification and management of safety risks depends on communicating organization wide commitment, beginning with training from senior leadership to the frontline worker, to identify safety risks. All employees must then be alerted to act against those risks, then to circle back through multiple communication channels to initiate review and update the plan and controls.

Safety Training

The purpose of safety training is:

- To ensure that all employees, contractors, and suppliers of a transit agency understand their roles and responsibilities as they relate to safety.
- Adopt the norms, practices, and attitudes associated with a SMS's approach and safety culture.
- Reduce the exposure of employees, customers, and the public to safety risks.

Training goals should be linked to MTD's safety goals as described in the agency Safety Plan. A needs assessment should be done regularly to assess the needs of the agency as well as different target audiences. Training evaluation should include an evaluation of the training program implementation as well as the effectiveness of training strategies (outcomes).

Safety Vigilance

Crucial to the success of MTD's SMS is the establishment of a positive safety culture. The environment must be conducive to achievement of the agency's safety objectives and the ability of MTD to retain a healthy respect for, and be wary of, hazards that could develop into safety risks. It is especially important for employees to be knowledgeable about risks that are considered accident precursors and be empowered to report or act on these hazards. Being watchful and maintaining a vigilant attitude are characteristics of a positive safety culture and affect the values, attitudes, and behaviors of all employees. These activities support the higher reliability of the safety effort to become sustainable over the long term.

Safety Culture

A strong and robust safety culture is a system that defines protocols and processes and is a systematic approach to safety. MTD is committed to enhancing its current Safety Culture with continuous education and development of safety protocols that improve safety performance. The MTD safety culture has significant involvement of Operators, Supervisors, Security, Maintenance and Facility employees, and support personnel. The Continuous Improvement Process (CIP) is a key component in employee

involvement. The MTD2071 processes and the CIP enhance the Safety Culture within MTD.

Collisions, claims, and safety events are analyzed for root cause using standard safety analysis techniques with the goal of reducing repeat events of a similar nature. The safety systems are not a function of individual personalities but are the collective performance of each individual person that creates the overall system performance. A high level of trust between employees and Department Heads creates a robust safety culture. The safety program is ingrained in MTD and transitions in personnel or employment positions do not change the commitment to safety.

Operating employees are encouraged to report safety concerns through both formal and informal methodologies without fear of blame or retribution. Unacceptable behaviors that are reckless or endanger other employees or passengers are not tolerated and are defined in the MTD Employee Handbook.

Safety Management System Documentation

Source(s): §673.29, §673.31

The Safety and Training Director is responsible for document storage. Minutes from the SAC will be maintained. Internal Audits are scheduled three times a year through the MTD2071 Management System. Requests to add Safety and Training Department documentation to an upcoming internal audit can be made by any member of the MTD2071 Core Team.

SMS documentation used to develop and implement this document is to be made available upon request by the FTA or other Federal entity, or a State Safety Oversight Agency having jurisdiction.

The SMS process for documentation of safety activities includes:

- HIRAM process as shown in the Risk Management section of this document
- Documentation of informal suggestions and interactions kept in a spreadsheet with activity from the SAC
- Data collection and analysis as defined in the Safety Assurance section
- Key Performance Indicators and General Performance Indicators are collected on a monthly, quarterly, or annual basis appropriate to the indicator
- Review and analysis of new safety requirements from federal or state sources
- Triannual review of safety performance by the Accountable Executive, Top Management, and the MTD2071 Core Team during Management Reviews
- All safety data is available in the Safety and Training shared drive for review at any time by the Accountable Executive and agency leadership.

All documentation of the SMS is in the custody of the Safety and Training Director. Modifications to the document are approved by the Managing Director, who is the Accountable Executive. Documents are stored in their original and modified form for a minimum of three years.

Appendices

Appendix A: Special Terms and Definitions

Term	Definition
Accident	An Event that involves any of the following: A loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; a runaway train; an evacuation for life safety reasons; or any derailment of a rail transit vehicle, at any location, at any time, whatever the cause.
BusLines	The monthly employee newsletter of the Champaign-Urbana Mass Transit District.
Close-Call	Any event that could cause physical harm to an individual or property, but did not occur
Fatalities	Death confirmed within 30 days, excluding suicide, trespassers, illness, or natural causes
Incident	An event that involves any of the following: A personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operation of a transit agency
Injuries	Harm to person(s) that requires immediate medical attention away from the scene
Mode	The National Public Transportation Safety Plan defines the word “mode” as one of three categories: Rail Modes, Fixed Route Bus Modes, and Non-Fixed Route Bus Modes
MTD2071	MTD’s integrated ISO 9001:2015 and 14001:2015 Management System. MTD2071 is a District-wide effort to continually improve customer satisfaction and reduce environmental impact.
S&S-40	Safety and Security (S&S) Major Event Report to the NTD that captures detailed information on severe S&S events that occur within a transit environment. Agencies must complete one S&S-40 (40 is the major report designation) per reportable event, regardless of how many thresholds an event meets.
Safety Assurance	Processes within a transit agency’s SMS that function to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.
Safety Events	Collision, derailment, fire, hazardous material spill, or evacuation

Safety-Sensitive Function	Defined by 49 CFR Part 655, means any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors: (1) Operating a revenue service vehicle, including when not in revenue service; (2) Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License; (3) Controlling dispatch or movement of a revenue service vehicle; (4) Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. 5307 or 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. 5311 and contracts out such services; (5) Carrying a firearm for security purposes.
System Reliability	Major mechanical failure preventing a vehicle from completing or starting scheduled trip
Top Management	Managing Director, Chief of Staff, and Chief Operating Officer
Vehicle Revenue Miles	The miles transit vehicles are scheduled to or actually travel in revenue service. Excludes deadhead, operator training, vehicle maintenance testing, school bus, and charter services

Appendix B: List of Acronyms Used

Acronym	Definition
ASP	Agency Safety Plan
CAR	Corrective Action Report
CAP	Corrective Action Plan
CDL	Commercial Driver's License
CIP	Continuous Improvement Process
CMV	Commercial Motor Vehicle
COOP	Continuity of Operations Plan
CoS	Chief of Staff
DO	Directly Operated
DR	Demand Response

FMCSA	Federal Motor Carrier Safety Administration
ESRP	Employee Safety Reporting Program
FTA	Federal Transit Administration
HIRAM	Hazard Identification – Risk Assessment – Mitigation
ISO TPEC	International Organization for Standardization Training and Examiner Provider Certification Scheme
KPI	Key Performance Indicator
LLLC	Look Ahead, Leave Room, Look Around, Communicate
MB	Motor Bus
MD	Managing Director
MTD	Champaign – Urbana Mass Transit District
NTD	National Transit Database
OD	Operations Director
PI	Performance Indicator
PT	Purchased Transit
PTASP	Public Transit Agency Safety Plan
RCA	Root Cause Analysis
RSC	Routes and Schedules Committee
S&TD	Safety and Training Director
SAC	Safety Advisory Committee
SGR	State of Good Repair
SMS	Safety Management System
TSI	Transportation Safety Institute
YSR	Yearly Safety Review

Appendix C: SMS Investigation Process

Looking beyond the assignment of blame to an individual employee, SMS investigations allow MTD to examine how both internal and external factors may contribute to close-calls and accidents. Upon notification of a reported close-call, the Safety & Training Department and Operations Department will coordinate to review immediately-available evidence, such as video footage from vehicle and/or facility cameras.

If initial review of video footage from a close-call reveals that the employee's performance and/or behavior was appropriate, then the event and the associated data will be logged into the SMS Investigation Spreadsheet. The reporting employee will be notified that their close-call was reviewed and will receive positive feedback.

However, if the video footage reveals that the close-call may have been caused by the employee's performance, a SMS investigation will be initiated. All accidents resulting in serious injury and/or a fatality will automatically be subject to a SMS investigation.

The purpose of SMS investigations is to uncover causal factors that, if mitigated, could reduce the risk of experiencing future accidents or injuries. All SMS Investigations will be performed by, or under the oversight of, the Safety & Training Director. The investigation is a four-step process:

1. Collect and Analyze Evidence/Data
2. Conduct Interviews
3. Develop Corrective Action Plans to Prevent Recurrence
4. Investigation Conclusion & Report Distribution

Collect and Analyze Evidence/Data

SMS is a data-driven approach to managing safety risks; therefore, data and evidence must be collected from the event for analysis. Sources of event data and evidence may include, but not limited to, accident/incident reports, video footage, photographs, radio transmissions, employee records, historical safety statistics, employee records, training records, vehicle maintenance records, etc. Information from the event will be compared to system data to identify conformity to operational trends. Analysis of this information provides a better insight for the investigator and assists in the preparation of interview questions.

Conduct Interviews

Video footage and photographs are great at documenting events that already took place; however, they cannot provide perspective on internal factors that may have contributed to the event. That perspective can only be obtained through interviews. The investigator will interview each employee involved in the event. Interviews will take place in a private office, and the investigator may invite an additional staff member to

take notes. The interview will be recorded to ensure accuracy. The investigator(s) will use interviews and evidence to identify causal factors.

Develop Corrective Action Plans to Prevent Recurrence

Corrective Action Plans (CAPs) will be developed based on the causal factors identified after reviewing evidence and considering interview statements. CAPs are designed to manage the causal factors to reduce, or even eliminate, the risk of similar accidents from occurring in the future. CAPs can be geared towards the individual employee, the Agency, or other stakeholders involved in the transit operation. Several CAPs can be associated with an event, and their progress will be updated and tracked within 8 ST35 Corrective Action Plan Tracker.

Concluding Investigation & Report Distribution

At the conclusion of an investigation, a formal, confidential report will be generated by the investigator. The report will be provided to the employee's supervisor as well as other immediate stakeholders. A recommendation for discipline will never be included in the report. However, if the investigation reveals that, beyond a reasonable doubt, the employee's behavior was inappropriate to the degree of gross negligence, or a deliberate or willful disregard of federal, state, local, or MTD regulation, procedure, or law, discipline may be considered by the supervisor.



To: Board of Trustees
From: Jay Rank, Operations Director
Date: June 28, 2023
Subject: Updates to Long-term Intergovernmental Agreement between Champaign County and Champaign-Urbana Mass Transit District (MTD) between July 1, 2023, and June 30, 2026

- A. Introduction** – To ensure the continued transportation services of the Champaign County Area Rural Transit System (C-CARTS) through June 30, 2026.
- 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 C-CARTS 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 these items much like the previous agreements, with two exceptions:
 - a. The formula used to calculate maintenance costs has been modified to reflect the labor and parts costs more accurately within the Maintenance Department.
 - b. The length of the agreement is for three years instead of one year.

This agreement is on the agenda for the County Board’s June 22nd meeting.

- D. Alternatives – advantages/disadvantages:** If not approved, the current agreement will expire on June 30, 2023, 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);

WHEREAS, 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. **Incorporation of Recitals.** The Preamble Recitals of this Intergovernmental Agreement ("Agreement") are hereby adopted and incorporated as if fully set forth herein.
- II. **Limitations.** 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. Powers, Rights, and Responsibilities of the County.

- 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 for Champaign County rural public transportation services, the County shall have the option to lease those items to MTD through a leasing agreement.

V. Powers, Rights, and Responsibilities of RPC. 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, 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:
 - i. 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)

- L. Providing compliance and liability oversight on behalf of the County by:
- i. Participating throughout the IDOT-OIPI's program review of MTD;
 - ii. 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, 2023 and June 30th, 2026 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* **hereto are set forth below** unless amended.

VII. Champaign County Rural Public Transportation Service Parameters.

- A. **Minimum Service Days & Hours.** 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, 2023 and June 30th, 2026.

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 circumstances, 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 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 FY2024 – FY2026 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 FY2024 hourly rate for all services is \$65.15.
 - ii.** MTD will charge the cost of any required parts at current pricing.
 - iii.** The hourly rate for service will increase to \$67.54 in FY2025 and \$69.85 in FY2026. 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. Vehicle Liability Insurance.** 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. Identification of All Applicable Transportation Service Regulations. 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, 2023 to June 30th, 2026. 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. Notices. 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. **Governing Law and Venue.** 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. **Entire Agreement.** 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 Champaign County Executive and attested by the Champaign 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 this _____ **of June, 2023.**

COUNTY OF CHAMPAIGN

CHAMPAIGN URBANA MASS TRANSIT DISTRICT

By: _____
Steve Summers,
Champaign County Executive

By: _____
Karl P. Gnadl,
Managing Director/CEO

ATTEST

By: _____
Aaron Ammons
Champaign County Clerk

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").

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

Fiscal Year	Hourly Rate Charged to Customer
2024	\$65.15
2025	\$67.54
2026	\$69.85

Exhibit B

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

\$18.00/sf July 1, 2023 through June 30, 2026 or \$1241.26/month for office space; and

\$6.00/sf July 1, 2023 through June 30, 2026 or \$800.00/month for interior parking for 8 service vehicles; and

\$3.60/sf July 1, 2023 through June 30, 2026 or \$360.00/month for exterior parking for 6 service vehicles.

Monthly rent total for July 1, 2023 through June 30, 2026 totals \$86,445.36 or \$2,401.26/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: Jay Rank, Operations Director
Date: June 28, 2023
Subject: Long-term Intergovernmental Agreement between Champaign County and Champaign-Urbana Mass Transit District between July 1, 2023 and June 30, 2026

- A. Introduction:** To ensure the continued transportation services of the Champaign County Area Rural Transit System (C-CARTS) through June 30, 2026.
- B. Recommended Action:** Staff recommend approval of the attached Vehicle Lease Agreement between Champaign County (RPC) and MTD by authorizing the Managing Director to sign the lease agreement on behalf of MTD.
- C. Background:** Champaign County and MTD have maintained an intergovernmental agreement since September 2015 pertaining to the administration and operations of C-CARTS. The attached agreement maintains the same terms as previous vehicle lease agreement, with an updated timeframe through June 30, 2026.

This agreement is on the agenda for the County Board's June 22nd meeting.

- D. Alternatives – advantages/disadvantages:** If not approved, the current agreement will have expired on June 30, 2023 and MTD will not be able to use the fleet of C-CARTS vehicles.

**VEHICLE LEASE AGREEMENT
BETWEEN
COUNTY OF CHAMPAIGN, ILLINOIS
AND
CHAMPAIGN-URBANA MASS TRANSIT DISTRICT**

This Agreement is made and entered into, by and between the County of Champaign, Illinois, hereinafter referred to as “Lessor”, and the Champaign-Urbana Mass Transit District (“MTD”), hereinafter referred to as “Lessee”. Lessor and lessee, for the considerations set forth below, hereby agree as follows:

SECTION 1
Vehicles Leased

Lessor hereby leases to the Lessee, on the terms and conditions herein contained the following motor vehicles:

- 1) 2014 Ford Starcraft Bus, 14-Passenger medium duty, VIN 1FDEE4FL9EDA86288, commonly known as “C59”
- 2) 2014 Ford Starcraft Bus, 14-Passenger medium duty, VIN 1FDEE4FLOEDA86292, commonly known as “C60”
- 3) 2016 Ford Starcraft Bus, 14-Passenger medium duty, VIN 1FDFE4FS8GDC04247, commonly known as “C63”
- 4) 2016 Ford Starcraft Bus, 14-Passenger medium duty, VIN 1FDFE4FS6GDC06479, commonly known as “C64”
- 5) 2016 Ford Starcraft Bus, 14-Passenger medium duty, VIN 1FDFE4FSXGDC04251, commonly known as “C65”
- 6) 2016 Ford Starcraft Bus, 14-Passenger medium duty, VIN 1FDFE4FS1GDC04252, commonly known as “C66”
- 7) 2016 Ford Starcraft Bus, 14-Passenger medium duty, VIN 1FDFE4FS9GDC04202, commonly known as “C67”
- 8) 2016 Ford Starcraft Bus, 14-Passenger medium duty, VIN 1FDFE4FSXGDC04248, commonly known as “C68”
- 9) 2017 Ford Starcraft Bus, 14-Passenger medium duty, VIN 1FDFE4FS2HDC70973, commonly known as “C70”
- 10) 2019 Ford Starcraft Bus, 14-Passenger medium duty, VIN 1FDFE4FS7KDC65405, commonly known as “C71”
- 11) 2019 Ford Starcraft Bus, 14-Passenger medium duty, VIN 1FDFE4FS5KDC65404, commonly known as “C72”
- 12) 2019 Ford Starcraft Bus, 14-Passenger medium duty, VIN 1FDFE4FS9KDC65406, commonly known as “C73”

Purchased with funds from the Illinois Department of Transportation (IDOT) and the Federal Transportation Administration (FTA) through the following grant agreements between IDOT and the Lessor:

- 1) Contract No. 1089CVP State Grant No. CAP-04-879-CVP; Federal Grant No. IL-18-X026 (C58)
- 2) Contract No. 1170CVP State Grant No. CAP-13-1020-CVP, IJN; Federal Grant No. IL-18-X028 (C59, C60, and C61)

- 3) Contract No. 1385CVP State Grant No. CAP-13-1022-CVP; Federal Grant No. IL-18-X030 (C62)
- 4) Contract No. 4490-CVP State Grant No. CAP-13-1021-CVP (C63, C64, C65, C66, C67, and C68)
- 5) Contract No. CY16PP004-CVP, State Grant No. CAP-13-1021-CVP; Federal Grant No. IL-2017-008 (C70)
- 6) Contract No. TBD State Grant No. CVP-20-1103-CAP; Federal Grant No. IL-2019-017 (C71, C72, C73)

Vehicles shall have lettering, identifying it with the “Champaign County Area Rural Transit System” logo, telephone number, and website address, and other information as directed by Lessor. Said lettering shall be provided at the cost of the Lessor; Lessee shall be responsible for having the vehicle lettering completed within fifteen (15) days of Lessor’s request.

SECTION 2

Use and Scope of Service Limits

Lessee agrees that it will not use or permit the use of the leased vehicles in any negligent or improper manner, or in violation of any statute, law, or ordinance, or so as to void any warranty or insurance covering the vehicles, or permit any vehicle to become subject to any lien, charge, or encumbrance which may affect Lessor’s title to said vehicle.

SECTION 3

Term

The term of the lease shall be for three operating years of rural public transit system within Champaign County beginning July 1st, 2023, and ending June 30th, 2026, which is contingent upon receiving grant funding from the Illinois Department of Transportation – Office of Intermodal Project Implementation, hereinafter referred to as “IDOT”, which entails the Lessor concurring that MTD is still the selected operator for the Champaign County Area Rural Transit System. Subject to the terms of the Federal Section 5311 Operating Assistance Program, State of Illinois Downstate Operating Assistance Program (“DOAP”) and the Intergovernmental Agreement between the Lessor and MTD, the Lessee shall notify the Lessor in writing, no later than ninety (90) days prior to the termination date specified in writing.

SECTION 4

Additional Conditions of IDOT

The State of Illinois, Department of Transportation, Office of Intermodal Project Implementation (hereinafter referred to as “IDOT”) is lien holder on the vehicles to be leased, previously operated by Lessor pursuant to the above-mentioned capital grant agreements listed in Section 1. IDOT acknowledges that the making of these agreements between Lessor and Lessee neither violates the terms of the above-mentioned Grant Contracts nor causes any default or forfeiture thereunder.

Lessee shall use the vehicles for the purposes as described in the above-mentioned capital grant agreements listed in Section 1, and in the Federal Section 5311 Operating Assistance Program, State of Illinois Downstate Operating Assistance Program (DOAP) and the Transportation System Provider Agreement between the lessor and MTD to provide general rural public transportation.

Lessee represents and warrants that it will comply with said terms, conditions and obligations of IDOT, so as not to jeopardize Lessor’s relationship with IDOT, not cause Lessor to be in default of any

agreement with IDOT. Any breach of the above-mentioned contracts shall be considered a default by Lessee under the terms hereof.

SECTION 5

Lessee's Representations and Warranties

In consideration of lessor entering into this Agreement, the Lessee hereby represents and warrants:

- (a) Lessee is an Illinois corporation, duly organized, validly existing, and in good standing under the laws of the State of Illinois, and has the power and authority to carry on its business, as now conducted, to own and operate its property and assets, to execute this Agreement and any other agreements and instruments referred to in this Agreement that it is executing and delivering, and to carry out the transactions contemplated hereby and thereby.
- (b) Neither the execution, delivery not performance of this Agreement or any other agreement or instrument referred to in this Agreement that is executed and delivered by or on behalf of Lessee in conjunction herewith, nor the consummation of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, contravenes the Certificate of Incorporation, Articles of Incorporation, or Bylaws of Lessee or any provision of law, statute, rule, regulation, or order of any court or governmental authority to which Lessee is subject, or any judgment, decree, franchise, order or permit applicable to Lessee, or conflicts or is inconsistent with, or will result in any breach of or constitute a default under, any contract, commitment, agreement, understanding, arrangement, or instrument, or result in the creation of or imposition of, or the obligation to create or impose, any lien, encumbrance or liability on any of the property or assets of the Lessee, or will increase any such lien, encumbrance, or liability.
- (c) Lessee now has and will continue to have during the term of this Agreement, all necessary licenses, certification, or other documents required by any governmental agency, federal, state or local, which authorize or empower the services to be performed hereunder by Lessee.

SECTION 6

Rent and Terms of Payment

Lessee agrees to pay as rent for the vehicles leased herein the sum of one dollar (\$1) per year, paid annually in advance by the fifteenth (15th) of June of each year for the remaining duration of this lease Agreement.

SECTION 7

Insurance

Lessee shall, at its sole cost, provide and maintain during the term of this Agreement, a policy or policies of vehicle liability insurance containing the coverage, exceptions, and exclusions which are ordinarily contained in vehicle liability insurance policies written for the locality where the vehicle is stored. Such policy shall insure Lessor and Lessee, and their respective agent and employees, with respect to liability as a result of the ownership, maintenance, use or operation of vehicle furnished by Lessor to Lessee pursuant to this Agreement. Furthermore, Lessee shall, at its sole cost, provide and maintain during the term of the Agreement, insurance coverage for collision and comprehensive damages as is customary for such vehicle, naming Lessor as an additional insured.

The insurance shall be primary, and not excessive or contributory, with respect to any accident involving such vehicle(s), and shall, at minimum afford the following coverage:

Combined single limit:	\$1 million
Medical Payments:	\$5,000
Hired and Non-Owned:	\$1 million

Such insurance shall include destruction and/or loss of use or property as a result of an accident. Lessor shall not be liable for damage to property owned by, rented to, or in charge of Lessee.

All such insurance shall be in a form acceptable to Lessor. Lessee shall cause the insurer to furnish to Lessor a certificate of insurance, and a certificate of any renewal or replacement of insurance, evidencing coverage as outlined herein. The certificate shall provide that the insurance shall not be cancelled or materially modified except upon ten (10) days advance written notice to Lessor.

SECTION 8

License Plates and Registration

The vehicles subject to this Agreement shall bear the proper license plate. The title to such vehicle is registered in the name of the lessor, subject to the lien rights of IDOT. The annual registration, license fees, safety inspection costs, etc. shall be paid by Lessee.

SECTION 9

Delivery of Vehicle

Lessor shall use all reasonable diligence to transfer the vehicles leased hereunder to the Lessee on the execution of this Agreement and any supplement thereto, but shall not be liable to Lessee for any failure or delay if Lessor shall have exercised reasonable diligence herein.

SECTION 10

Reporting and Audit

- (a) Lessee shall be responsible for providing any and all data pertaining to the scope of services as requested upon reasonable notice by Lessor. Data required may include, but not be limited to, vehicle maintenance records and trip logs.
- (b) Lessor or representatives from IDOT and the Federal Transit Administration (hereinafter referred to as "FTA") or any designees may perform, at any time, one or more audits and/or inspection of the records with regard to compliance with the provisions of the Agreement. Lessee agrees to comply with all requests to have equipment available as requested by lessor for completion of audits.
- (c) Lessee agrees to preserve for a period of five years after the termination of this Agreement, any and all reports, insurance policies, trip sheets, and other data pertaining to compliance with any and all terms of this Agreement.

SECTION 11

Maintenance

All vehicles need to be maintained according to the Lessee's vehicle maintenance policy and plan, which should include a schedule for preventative maintenance service and vehicle replacement as reviewed and approved by IDOT staff during their annual compliance review. Lessee shall prepare and maintain accurate records relating to all vehicle maintenance performed herein and shall provide Lessor with any such information when requested in writing.

SECTION 12
Acceptance by Lessee

Upon taking possession of vehicle, it shall be conclusively presumed to be in neat and proper appearance, good repair, mechanical condition and running order when accepted by Lessee.

NEITHER LESSOR NOR LESSEE IS THE MANUFACTURER OF THE VEHICLES SUBJECT TO THIS AGREEMENT, NOR THE MANUFACTURER'S AGENT, AND NEITHER MAKES ANY EXPRESS OR IMPLIED WARRANTY OF ANY NATURE REGARDING THE VEHICLE SUBJECT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO: ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE; ITS DESIGN OR CONDITION; ITS WORKMANSHIP; ITS FREEDOM FROM LATENT DEFECTS; ITS COMPLIANCE WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT; OR ITS NONINFRINGEMENT OF ANY PATENT, TRADEMARK OR LICENSE.

This Agreement shall not operate to release or waive any rights of Lessor or Lessee against any person not a party hereto, including the manufacturer of the vehicle subject to this Agreement.

Lessor shall assign or otherwise make available, as legally permitted, any manufacturer's warranties covering the vehicle subject to this Agreement.

SECTION 13
Risk of Loss

Lessee shall bear all risks of damage or loss of the leased vehicle, or any portion of damage or loss not covered by insurance. All replacements, repairs, or substitution of parts or equipment of respective vehicle shall be at the cost and expense of the Lessee and shall be accessions to the vehicle. The Lessee shall at all times, and at Lessee's expense, keep the vehicle in good working order, condition, and repair, reasonable wear and tear excepted.

SECTION 14
Indemnity

Lessee agrees to save Lessor and the State of Illinois, including IDOT, harmless from any and all claims, losses, causes of action, and expenses, for whatever reason, including legal expenses and reasonable attorney's fees, arising from the use, maintenance, and operation of the vehicle leased under this Agreement or the provision of services hereunder.

SECTION 15
Additional Charges

Lessee agrees to pay any and all storage charges, parking charges, and fines which are levied against Lessee as a result of the improper acts of Lessee or its employees. Lessee will pay any fees (including

vehicle registration and inspection fees) or taxes which may be imposed with respect to such vehicle by any duly constituted governmental authority as the result of Lessee's use or intended use of the vehicle.

SECTION 16
Drivers of Vehicle

The leased vehicles under this Agreement shall be operated only by safe, careful and legally qualified drivers having a proper license. Such drivers shall be selected, employed, controlled, and paid by Lessee. Lessee shall cause the vehicle to be used and operated with reasonable care and precaution to prevent loss and damage to said vehicle because of negligent or reckless use, abuse, fire, theft, collision, or injury to persons or property.

Lessee's drivers shall comply with all applicable state and federal regulations governing transportation services.

SECTION 17
Termination

This Agreement shall terminate in any event upon default as provided in Section 3.

Right of Each Party to Terminate: Upon written notice to the other parties, each party (IDOT, Lessor and Lessee) reserve the right to terminate this Agreement:

- a) When a party is, or has been, in violation of the terms of this Agreement;
- b) For each party's convenience;
- c) In the event that the Operating Grant Agreement between Lessor and IDOT is not renewed or is terminated;
- d) In the event that Lessor decides to remove the vehicle from service (i.e., replace it because it is beyond its useful life);
- e) In the event that Lessor decides to reassign the vehicle to another Lessee; or
- f) In the event that the Lessor and/or IDOT determine, in their sole discretion, that the purpose of the Acts authorizing the Grant would not be best served by the continuation of said Agreement.

Termination of the Agreement will not invalidate obligations properly incurred by the Lessee and concurred in by the Lessor and IDOT prior to the termination date; to the extent they are non-cancelable.

SECTION 18
Surrender of Vehicle

Upon termination at the sole option of Lessor, Lessee shall surrender the respective vehicles leased hereunder, in the same condition as when received, less reasonable wear and tear, free from collision or upset damage, to the Lessor at the address listed in Section 26, or at any other location mutually agreed on by the parties to the Agreement.

SECTION 19
Warranties

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED BY THE LESSOR TO THE LESSEE AND LESSOR SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO LESSEE, NOR TO ANYONE ELSE, OF ANY KIND AND HOWSOEVER CAUSED, WHETHER BY THE LEASED VEHICLES, OR BY THE FAILURE OF THE VEHICLES, OR INTERRUPTION OF SERVICE OR USE OF THE LEASED VEHICLES.

SECTION 20
Compliance with Laws

The vehicles leased under this Agreement will not, while in the possession, custody, or control of the Lessee, be operated in excess of rated maximum weights or capacity. If a vehicle is damaged in any manner due to overloading, Lessee shall immediately pay to Lessor the amount of any and all damages and losses it may sustain thereby.

The leased vehicles shall not be used in violation of any federal, state or municipal statutes, laws, ordinances, rules or regulations applicable to the operation of such vehicles. Lessee will hold Lessor harmless from any and/or all fines, forfeitures, penalties for traffic violations or for the violation of any statute, law, ordinance, rule or regulation or any duly constituted public authority.

Lessee shall not use nor allow any vehicle(s) to be used for any unlawful purpose or for the transportation of any property or material deemed hazardous by reason of being explosive, inflammable, or fissionable.

SECTION 21
Assignment

Lessee agrees not to assign, transfer, sublet, pledge, or encumber any of its rights under this Agreement, or the Agreement itself, or subject vehicles, without the prior written consent of Lessor and IDOT. Lessee hereby consents to and authorizes Lessor's assignment of all rentals, charges, and any other amounts payable by Lessee to Lessor, or to become payable. This agreement and the rights and interests of Lessee under this Agreement are subordinate to any security agreement executed by Lessor and any such assignee covering the vehicles leased hereunder.

SECTION 22
Default

Time is of the essence of this Agreement. Lessor, at its option, may declare this Agreement in default on the happening of any of the following:

- (a) Default by Lessee in payment or performance of any of its obligations under this Agreement.
- (b) Voluntary assignment of Lessee's interests herein.
- (c) Involuntary transfer of Lessee's interest herein, whether or not by operation of law, bankruptcy, or any assignment of Lessee's property for the benefit of creditors, or if a receiver or trustee is appointed for Lessee's property or business.
- (d) Expiration or cancellation or any policy of insurance agreed to be paid for by Lessee, or the cessation in force according to its original terms of such insurance, or of any extension or renewal of such insurance, during the entire term of this Agreement.
- (e) Lessee not abiding by the terms set forth in CAP-10-942-CVP Contract No. 1089CVP between IDOT and Lessor.

- (f) Lessee not abiding by the terms set forth in CAP-04-879-CVP Contract No. 1089CVP between IDOT and Lessor.
- (g) Lessee not abiding by the terms set forth in CAP-13-1020-CVP, IJN Contract No. 1170CVP between IDOT and Lessor.
- (h) Lessee not abiding by the terms set forth in CAP-13-1022 Contract No. 1385CVP between IDOT and Lessor.
- (i) Lessee not abiding by the terms set forth in CAP-13-1021-CVP Contract No. 4490 CVP between IDOT and Lessor.
- (j) Lessee not abiding by the terms set forth in CAP-13-1021-CVP Contract No. CY16PP004-CVP between IDOT and Lessor.
- (k) Lessee not abiding by the terms set forth in CVP-20-1103-CAP Contract No. TBD between IDOT and Lessor.
- (l) Lessee not abiding by the terms and conditions of the Federal Section 5311 Operating Assistance Program.
- (m) Lessee not abiding by U.S. DOT 2 CFR Section 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.
- (n) Lessee not abiding by the terms and conditions of the Illinois Downstate Operating Assistance Program,
- (o) Lessee not abiding by the terms and conditions of the Transportation System Provider Agreement between Lessor and Lessee.

Lessor shall provide Lessee with written notice of default. Lessee shall have ten (10) days from the date Lessor's notice is given as required by Section 26 of this Agreement to cure the default. If upon the expiration of said ten (10) days time frame Lessee has not cured the default, then Lessor may seek to enforce any rights and or remedies it may have against Lessee hereunder.

On declaration by Lessor that the Agreement is in default, and after expiration of the cure period set forth above, the vehicles subject to this Agreement shall be surrendered and delivered to Lessor, and Lessor may take possession of the vehicles wherever they may be found, and for that purpose may enter on the premises of Lessee provided there is no breach of peace. If allowed by applicable law or upon abandonment of the vehicles by Lessee, the Lessor's right to take possession of the vehicles may be without process of law. On default, Lessee and Lessee's successor in interest, whether by operation of law or otherwise, shall have no right, title, or interest in the vehicles subject to this Agreement, or the possession or use of such vehicles, and Lessor shall retain all rents and other sums paid by Lessee under this Agreement with respect to said vehicles. The rights and remedies of lessor under this Agreement are not exclusive, but cumulative and in addition to all other rights and remedies provided by law. Lessor shall be entitled to collect from lessee the costs and expenses, including reasonable attorneys fees, in connection with any matters concerning the default of Lessee and the repossession of the vehicles.

SECTION 23
Auxiliary

THIS SECTION INTENTIONALLY LEFT BLANK

SECTION 24
Waiver

Failure of Lessor in any one or more instances to insist on the performance of any of the terms in this Agreement, or to exercise any right or privilege conferred herein, or the waiver of any breach of any terms of this Agreement shall not thereafter be construed as a waiver of such terms, which shall continue in force as if no such waiver had occurred.

SECTION 25

Lease Only

This Agreement is one of leasing only and Lessee shall not acquire hereby any right, title, or interest to vehicles leased hereunder other than that of Lessee. Lessee acknowledges that Lessor owns (subject to IDOT lien) the vehicles subject to the Agreement. Nothing herein shall affect Lessor's absolute ownership of any title to said vehicles.

SECTION 26

Notices

Notices provided for under this Agreement shall be deemed given when mailed certified mail to the address of the Lessor and Lessee, as set forth below:

IF TO LESSOR: Champaign County Board
(c/o RTAG/Regional Planning Commission)
1776 E Washington Street
Urbana, IL 61802

IF TO LESSEE: Managing Director
Champaign-Urbana Mass Transit District
1101 E University Ave
Urbana, IL 61802

SECTION 27

Right to Repossess

Upon failure of Lessee to return or deliver the vehicles subject to the terms hereof as directed by Lessor, or if Lessee fails to use, repair, or maintain the vehicles as required herein, Lessee shall permit Lessor, without demand, legal process, or a breach of the peace, to enter any premises where the vehicles are or may be located to take possession of and remove the vehicles. Lessee shall not prosecute or assist in the prosecution of any claim, suit, action or other proceeding arising out of any such repossession by Lessor. Lessee shall reimburse Lessor for any and all costs including reasonable attorneys' fees, incurred by Lessor in connection with actions taken by Lessor pursuant to this section.

SECTION 28

Inspection of Vehicle

Lessor and/or representatives of IDOT and the FTA or its representatives, and all designees, shall have the right to inspect the respective vehicles during reasonable business hours, or cause the vehicles to be inspected at any time, with or without prior notice to Lessee. Lessor shall also have the right to demand from time to time a written statement from lessee setting forth the condition of the vehicles or any parts thereof. Lessee shall furnish such a statement to the Lessor within ten (10) days after receipt of

Lessor's demand therefore. Should Lessor or its designee determine, in its sole discretion that the vehicles have not been maintained in accordance with this Agreement, Lessor or its designee shall report all deficiencies to Lessee in writing. Except for safety related deficiencies, which shall be corrected as soon as reasonably possible and prior to placing the vehicles in service, Lessee shall have thirty (30) days to correct the reported deficiencies.

SECTION 29
Return of Vehicle

Immediately following termination of this Agreement, whether by completion of the term or any reason, Lessee shall surrender and deliver to Lessor the vehicles and related records, unless the right is waived at Lessor's sole discretion.

SECTION 30
Succession

This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties to this Agreement.

SECTION 31
Amendment

This Agreement may not be amended or altered in any manner unless such amendment or alteration is in writing and signed on behalf of the parties.

SECTION 32
Liability for Contents

Lessor shall not be liable for loss of or damage to any property left, stored, loaded, or transported in or upon the vehicles furnished by Lessor to Lessee pursuant to this Agreement, whether or not due to the negligence of Lessor, its agents or employees.

Lessee shall hold Lessor, its agents and employees, harmless from and indemnify them from and against all claims based on or arising out of such loss or damage.

No right of Lessor under this section may be waived except by agreement in writing signed by an executive officer of Lessor.

SECTION 33
Attorneys Fees

Except as provided for in Section 22, concerning default of Lessee, the prevailing party shall be entitled to reimbursement from the losing party for costs and expenses including reasonable attorneys fees incurred in enforcing the terms and provisions of this Agreement and in the defending and proceeding to which Lessor or Lessee is made a party to any legal proceedings as a result of acts or omissions of the other party.

SECTION 34

Governing Law

This Agreement shall be governed by the laws of the State of Illinois and constitutes the entire Agreement between Lessor and Lessee.

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first-above written.

LESSOR:

County of Champaign, Illinois (c/o Regional Planning Commission)

By: Steve Summers,
Champaign County Executive

Date:

LESSEE:

Champaign-Urbana Mass Transit District

By: Karl Gnadt, Managing Director

Date:

Attest: Date:



To: Board of Trustees
From: Michelle Wright, CPA
Finance Director
Date: June 28, 2023
Subject: Prospect Bank Loan Extension

- 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 2.625% which expires on July 1, 2023. The District also has a \$6,000,000 revolving line of credit with Prospect Bank with a fixed interest rate of 3.5% which expires on July 1, 2023.
- B. Recommended Action:** Staff recommends approval of the Change of Terms Agreement from Prospect Bank to authorize the Managing Director to pay a one-time fee of \$2,500 to Prospect Bank to extend the maturity date of only the \$10,000,000 bank-qualified, tax-exempt line of credit with a fixed rate of 2.625% until October 1, 2023. The line of credit will be used as needed 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.

The \$6,000,000 revolving line of credit will not be renewed at this time.

Before October 1, 2023, staff will release an RFP for lines of credit with intention to present the Board with a recommendation on or before the September 27, 2023, Board of Trustees meeting to authorize the Managing Director to establish lines of credit with the bank recommended by the RFP Evaluation Committee.

- C. Prior Trustee Action:** On May 25, 2022, the Board of Trustees approved Ordinance 2022-3, to authorize the Managing Director to renew the \$10,000,000 bank-qualified, tax-exempt line of credit with a fixed rate of 2.625% and the \$6,000,000 revolving line of credit with a fixed rate of 3.5% for 12 months with Prospect Bank.
- D. Summary:** The lines of credit will be used as funding mechanisms to:
 - a. Fund State approved FY23 and FY24 debt service capital projects. Debt service projects are eligible for 65% reimbursement under the State of Illinois Downstate Operating Assistance Program (DOAP).
 - b. Provide emergency operating cash, if needed.
- E. Background:** In 2019, the District released an RFP for lines of credit and the Board authorized the Managing Director to establish two lines of credit with Prospect Bank as described below:
 - a. \$6,000,000 revolving line of credit with a fixed rate of 4.5% for 36 months to be used to supplement general cash flow as needed, secured by substantially all the assets of the District
 - b. \$10,000,000 bank-qualified, tax-exempt line of credit with a fixed rate of 3.55% for 12 months to be used for the purchase of projects / equipment, secured by the capital assets purchased

In 2020, the Board authorized the Managing Director to renew the \$10,000,000 bank-qualified, tax-exempt line of credit with a fixed rate of 3.55% for 12 months with Prospect Bank to be used for the purchase of projects / equipment, secured by the capital assets purchased.

In 2021, the Board authorized the Managing Director to renew the \$10,000,000 bank-qualified, tax-exempt line of credit with a fixed rate of 2.2% for 12 months with Prospect Bank to be used for the purchase of projects / equipment, secured by the capital assets purchased.

- F. Advantages/disadvantages:** Approving the Change of Terms Agreement with Prospect Bank will maintain borrowing ability for the District and allow the time needed to conduct a proper RFP process.
- G. 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.



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CHANGE IN TERMS AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$10,000,000.00	07-01-2022	10-01-2023	8011931	12	901032	837	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: Champaign Urbana Mass Transit District
1101 East University Avenue
Urbana , IL 61802

Lender: Prospect Bank
Champaign Branch
1601 S Prospect Ave
Champaign, IL 61820

Principal Amount: \$10,000,000.00

Date of Agreement: JULY 1, 2023

DESCRIPTION OF EXISTING INDEBTEDNESS. Promissory Note 8011931 in the original amount of Ten Million Dollars (\$10,000,000.00).

- As of July 1, 2023 Principal Balance is \$

DESCRIPTION OF COLLATERAL. Borrower acknowledges this Note is secured by the following collateral described in the security instrument listed herein:

- A Commercial Security Agreement dated July 1, 2019, July 1, 2021 and July 1, 2022 made and executed between Champaign Urbana Mass Transit District and Lender on collateral described as : inventory, chattel paper, accounts, equipment and general intangibles.

DESCRIPTION OF CHANGE IN TERMS.

- Maturity Date of this Note shall be extended to October 1, 2023 when all principal and interest shall be due and payable.
- Change In Terms Fee in the amount of \$2,500.00 shall be collected.

ALL OTHER TERMS AND CONDITIONS OF THIS NOTE SHALL REMAIN UNCHANGED

REAFFIRMATION OF LOAN DOCUMENTS. EXCEPT AS EXPRESSLY HEREIN PROVIDED, THE UNDERSIGNED EACH HEREBY REAFFIRM AND INCORPORATE HEREIN BY REFERENCE EACH AND EVERY TERM, PROVISION, REPRESENTATION AND WARRANTY CONTAINED IN ANY OR ALL DOCUMENTS RELATED TO THE LOAN FROM LENDER (THE "LOAN DOCUMENTS"), AND FURTHER AGREE THAT SAID TERMS, PROVISIONS, REPRESENTATIONS AND WARRANTIES SHALL REMAIN IN FULL FORCE AND EFFECT. THE UNDERSIGNED FURTHER ACKNOWLEDGE THAT NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO LIMIT OR RELEASE THE LIABILITY OR OBLIGATIONS OF BORROWER OR GUARANTORS UNDER THE LOAN DOCUMENTS.

NO DEFENSES. EACH OF THE UNDERSIGNED REPRESENTS TO LENDER THAT HE HAS NO DEFENSES, SETOFFS, CLAIMS OR COUNTERCLAIMS OF ANY KIND OR NATURE WHATSOEVER AGAINST LENDER IN CONNECTION WITH THE LOAN DOCUMENTS OR ANY AMENDMENTS TO SAID DOCUMENTS OR ANY ACTION TAKEN OR NOT TAKEN BY THE LENDER WITH RESPECT HERETO OR WITH RESPECT TO THE COLLATERAL.

RELEASE. EACH OF THE UNDERSIGNED HEREBY RELEASES AND FOREVER DISCHARGES LENDER, ITS AFFILIATES, AND EACH OF ITS OFFICERS, AGENTS, EMPLOYEES, ATTORNEYS, INSURERS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL LIABILITIES, OR CAUSES OF ACTION, KNOWN OR UNKNOWN, ARISING OUT OF ANY ACTION OR INACTION WITH RESPECT TO THE LOAN DOCUMENTS.

DISCLAIMER. EACH OF THE UNDERSIGNED EXPRESSLY DISCLAIMS ANY RELIANCE ON ANY ORAL REPRESENTATION MADE BY LENDER WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. EACH OF THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT LENDER IS SPECIFICALLY RELYING UPON THE REPRESENTATIONS, WARRANTIES, RELEASES AND AGREEMENTS CONTAINED HEREIN, AND THAT THIS AGREEMENT IS EXECUTED AND DELIVERED TO LENDER AS AN INDUCEMENT TO EXTEND THE TERM OF THE LOAN.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

**CHANGE IN TERMS AGREEMENT
(Continued)**

Loan No: 8011931

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PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT. BORROWER AGREES TO THE TERMS OF THE AGREEMENT.

BORROWER:

CHAMPAIGN URBANA MASS TRANSIT DISTRICT

By: _____
Karl Gnadl, Managing Director of Champaign Urbana
Mass Transit District

LENDER:

PROSPECT BANK

X _____
Angela Carr, Senior Vice President Commercial
Lending



To: Board of Trustees
From: Karl Gnadt, Managing Director
Date: June 28, 2023
Subject: Approval of Financial Audit Services Contract

- A. Introduction:** The District issued a Request for Proposals (RFP) for financial auditing services on May 1, 2023, proposals were due May 19, 2023. The term for the auditing services is FY2023 – FY2027.
- B. Recommended Action:** Authorize Managing Director to contract with Baker Tilly for five (5) years to conduct the annual audits of the financial operations for the District and C-CARTS.
- C. Summary:** One proposal was received in response to the RFP, submitted by Baker Tilly. The evaluation committee consisted of Karl Gnadt, Managing Director; Michelle Wright, Finance Director; and Nate Warman, Comptroller. The Evaluation Committee reviewed and evaluated the proposal using the following criteria: Scope of Services; Qualifications, Related Experience, and References; and Cost. Baker Tilly received an overall score of 80 out of 100 points.

The Evaluation Committee determined that Baker Tilly has the capability to meet all expectations in conducting the financial audits for the District and C-CARTS. Based on this determination, the Committee is recommending the Board authorize the Managing Director to execute a contract with Baker Tilly.
- D. Background:** The Federal Transit Administration (FTA) recommends that transit agencies engage in a different auditor after five years for prudent financial oversight. In 2017, the District released an RFP for financial audit services and the Board authorized the Managing Director to enter an agreement with Martin, Hood, Friese & Associates for a three-year term (FY2017 – FY2019) with an optional extension of two years (FY2020 – FY2021) which were exercised. Due to the pandemic, the District requested an additional extension of services for one year to conduct the FY2022 financial audit.
- E. Advantages/disadvantages:** Approving the contract with Baker Tilly allows the District to document that the financial operations are compliant with all federal and state regulations and standards, ensuring fiscal responsibility.
- F. Budget & Staffing Impacts:** Depending on the services required, the FY2023 audit will cost between \$40,000 and \$50,000 using State Downstate Operating Assistance (DOAP) funding at a 65/35 state/local split.



To: Karl Gnadt, Managing Director
 From: Victoria Carrington, Finance & Procurement Specialist
 Date: June 13, 2023
 Subject: Financial Auditing Services

On May 1, 2023, MTD issued a request for proposals (RFP) for Financial Auditing Services. Annual financial audits are required by federal and state laws to provide assurance that financial statements presented are accurate and conform to Generally Accepted Accounting Principles (GAAP). MTD intends to award one (1) fixed-fee contract to a qualified firm of certified public accountants for conducting the annual audits of the financial operations of MTD for June 30 fiscal years end, in accordance with the requirements of this RFP, for a five (5) year contract period including fiscal years ending 2023-2027.

On May 19, 2023, MTD received one proposal in response to RFP No. 2023-003 from Baker Tilly US, LLP. An Evaluation Committee was formed to review the proposal, which included Karl Gnadt, Managing Director; Michelle Wright, Finance Director; and Nate Warman, Comptroller. The Evaluation Committee independently reviewed and evaluated the proposals based on the criteria in Table 1.

Table 1: Evaluation Criteria

Criteria	Possible Points
Scope of Services	40
Qualifications, Related Experiences, & References	40
Cost	20

On May 30, 2023, the Evaluation Committee met to discuss their independent evaluations. The average scoring of the independent evaluations is shown in Table 2.

Table 2: Evaluation Scores

Criteria	Points Received
Scope of Services	35
Qualifications, Related Experiences, & References	29
Cost	16
Total	80

Notes from internal discussion are shown below.

- Baker Tilly proposed a thorough understanding of the Scope of Services listed within the RFP and a project implementation timeline that aligns with MTD’s list of work tasks and related timelines.
- Baker Tilly is a well-known, reputable public financial auditing firm and is rated as one of the Top 10 Accounting Firms in the world.
- Baker Tilly has experience performing audits for governmental agencies receiving funds from the State of Illinois Downstate Public Transportation Operating Assistance Program.

- Baker Tilly is familiar with and has experience in the submission of Annual Comprehensive Financial Reports to the Government Finance Officers Association (GFOA) for the Certificate of Achievement for Excellence in Financial Reporting Award Program.
- The estimated hours of fieldwork proposed by Baker Tilly seemed low, though their approach to conducting the audit and the utilization of client portal software may allow for efficiencies in productivity.
- The cost proposal for a standard audit provided by Baker Tilly is significantly higher than previous audits, while the total audit-related cost proposed was comparable to previous audits.

The Evaluation Committee determined that although only one proposal was received, Baker Tilly has great potential to meet all expectations in conducting the financial audits for MTD. Based on this determination, the Committee unanimously recommends Baker Tilly for award of this contract.

Cost Proposal

The cost proposals include both the schedule of fees for the audit of the financial statements for MTD and the schedule of fees for the audit of financial statements for C-CARTS (Champaign County Area Rural Transit System), shown below in Table 3 and Table 4, consecutively.

Table 3: Cost Proposal for MTD Audit

MTD	FY2023	FY2024	FY2025	FY2026	FY2027
Standard Audit	\$35,000	\$37,500	\$40,100	\$42,900	\$45,900
Standard Audit with Annual Comprehensive Financial Report for submission to GFOA Certificate of Achievement for Excellence in Financial Reporting Award Program	\$40,000	\$42,500	\$45,100	\$47,900	\$50,900
Single Audit (Capital Only)	\$7,500	\$8,000	\$8,600	\$9,200	\$9,800
Single Audit (Capital & Operating)	\$13,500	\$14,400	\$15,500	\$16,500	\$17,600

Table 4: Cost Proposal for C-CARTS Audit

CCARTS	FY2023	FY2024	FY2025	FY2026	FY2027
Standard Audit	\$2,000	\$2,100	\$2,200	\$2,400	\$2,600
Single Audit	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000

Baker Tilly US, LLP
4807 Innovate Lane,
PO Box 7398
Madison, WI, 53707-7398
United States of America

T: +1 (608) 249 6622
F: +1 (608) 249 8532

bakertilly.com

June 14, 2023

Board of Trustees & Managing Director
Champaign-Urbana Mass Transit District
1101 East University Avenue
Urbana, IL 61802

Dear Board Members & Managing Director:

Thank you for using Baker Tilly US, LLP (Baker Tilly, we, our) as your auditors.

The purpose of this letter (the Engagement Letter) is to confirm our understanding of the terms and objectives of our engagement and the nature of the services we will provide as independent accountants of the Champaign-Urbana Mass Transit District (Client, you, your).

Service and Related Report

We will audit the financial statements of the Champaign-Urbana Mass Transit District as of and for the years ended June 30, 2023 through 2027, and the related notes to the financial statements. Upon completion of our audit, we will provide the Champaign-Urbana Mass Transit District with our audit report on the financial statements and supplemental information referred to below. If, for any reasons caused by or relating to the affairs or management of the Champaign-Urbana Mass Transit District, we are unable to complete the audit or are unable to or have not formed an opinion, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement.

The following supplementary information accompanying the financial statements will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

- > Schedule of Operating Expenses
- > Illinois Grant Accountability & Transparency - Consolidated Year-End Financial Report
- > IDOT related schedules
- > C-CARTS related schedules
- > Schedule of Expenditures of Federal Awards and related schedules

June 14, 2023

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Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis, to supplement the Champaign-Urbana Mass Transit District's financial statements. Such information, although not a part of the financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic or historical context. As part of our engagement, we will apply certain limited procedures to the Champaign-Urbana Mass Transit District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's response to our inquiries, the financial statements, and other knowledge we obtained during our audit of the financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- > Pension related schedules
- > OPEB related schedules
- > Management discussion and analysis

We will read the following other information accompanying the financial statements to identify any material inconsistencies with the audited financial statements; however, the other information will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditor's report will not provide an opinion or any assurance on that other information:

- > Introductory section of the Annual Comprehensive Financial Report, if preparation is elected
- > Statistical section of the Annual Comprehensive Financial Report, if preparation is elected

Our report does not include reporting on key audit matters.

Our Responsibilities and Limitations

The objective of a financial statement audit is the expression of an opinion on the financial statements. We will be responsible for performing that audit in accordance with auditing standards generally accepted in the United States of America (GAAS). These standards require that we plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. A misstatement is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user based on the financial statements. The objective also includes reporting on:

- > Internal control related to the financial statements and compliance with laws, regulations and the provisions of contracts or grant agreements, noncompliance with which could have a direct and material effect on the financial statements in accordance with *Government Auditing Standards*.
- > Internal control related to major federal programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance) and the *State Single Audit Guidelines*.

June 14, 2023

Page 3

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (i) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (ii) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We will be responsible for performing the audit in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the Uniform Guidance and the *State Single Audit Guidelines*, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance and the *State Single Audit Guidelines*, and other procedures we consider necessary to enable us to express such opinions and to render the required reports.

As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We will also:

- > Identify and assess the risks of material misstatement of the financial statements and supplemental information, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- > Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements and supplemental information that we have identified during the audit.
- > Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements and supplemental information, including the disclosures, and whether the financial statements and supplemental information represent the underlying transactions and events in a manner that achieves fair presentation.
- > Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal controls, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse. Our audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit does not relieve management or those charged with governance of their responsibilities. Our audit is limited to the period covered by our audit and does not extend to any later periods during which we are not engaged as auditor.

June 14, 2023

Page 4

The audit will include obtaining an understanding of the Champaign-Urbana Mass Transit District and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to determine the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control matters that are required to be communicated under professional standards. We will also inform you of any other matters involving internal control, if any, as required by *Government Auditing Standards*, the Uniform Guidance and the *State Single Audit Guidelines*.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and the *State Single Audit Guidelines*, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and major state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control over compliance issued pursuant to the Uniform Guidance and the *State Single Audit Guidelines*.

Also, if required by *Government Auditing Standards*, we will report known or likely fraud, illegal acts, violations of provisions of contracts or grant agreements, or abuse directly to parties outside of the Champaign-Urbana Mass Transit District.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Champaign-Urbana Mass Transit District's compliance with the provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and the *State Single Audit Guidelines* require that we also plan and perform the audit to obtain reasonable assurance about whether you have complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of test of transactions and other applicable procedures described in the OMB Compliance Supplement and the *State Single Audit Guidelines* for the types of compliance requirements that could have a direct and material effect on each of the Champaign-Urbana Mass Transit District's major programs. The purpose of those procedures will be to express an opinion on your compliance with requirements applicable to each of your major programs in our report on compliance issued pursuant to the Uniform Guidance and the *State Single Audit Guidelines*.

We are also responsible for determining that those charged with governance are informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures; (b) difficulties encountered in performing the audit; (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures; and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit).

Lastly, we are responsible for ensuring that those charged with governance receive copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

The audit will not be planned or conducted in contemplation of reliance of any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be addressed differently by a third party, possibly in connection with a specific transaction.

Management's Responsibilities

You are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance and the *State Single Audit Guidelines*, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review before we begin fieldwork.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed above. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits or studies. You are also responsible for providing management's views on our current findings, conclusions and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

You are responsible for the preparation of the supplementary information in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP; (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You are responsible for preparation of the schedule of expenditures of federal and the awards (including notes and noncash assistance received) in conformity with the Uniform Guidance and the *State Single Audit Guidelines*. You agree to include our report on the schedule of expenditures of federal and the awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and the awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal and the awards no later than the date the schedule of expenditures of federal and the awards is issued with our report thereon. Your responsibilities include acknowledging to us in a written representation letter that (a) you are responsible for presentation of the schedule of expenditures of federal and the awards in accordance with the Uniform Guidance and the *State Single Audit Guidelines*; (b) that you believe the schedule of expenditures of federal and the awards including its form and content, is fairly presented in accordance with the Uniform Guidance and the *State Single Audit Guidelines*; (c) that the methods of measurement or presentation have not changed from those used in the prior year (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and the awards.

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Management is responsible for (i) adjusting the financial statements to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the financial statements taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with GAAP. Management is also responsible for identifying and ensuring that the Champaign-Urbana Mass Transit District complies with the laws and regulations applicable to its activities.

As part of our audit process, we will request from management and, when appropriate, those charge with governance written confirmation concerning representations made to us in connection with the audit.

Baker Tilly is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 15B of the Securities Exchange Act of 1934 (the Act). Baker Tilly is not recommending an action to the Champaign-Urbana Mass Transit District; is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Act to you with respect to the information and material contained in the deliverables issued under this engagement. Any municipal advisory services would only be performed by Baker Tilly Municipal Advisors LLC (BTMA) pursuant to a separate engagement letter between you and BTMA. You should discuss any information and material contained in the deliverables with any and all internal and external advisors and experts that you deem appropriate before acting on this information or material.

Nonattest Services

Prior to or as part of our audit engagement, it may be necessary for us to perform certain nonattest services. For purposes of this letter, nonattest services include services that *Government Auditing Standards* refers to as nonaudit services.

Nonattest services that we will be providing are as follows:

- > Proposing general, adjusting or correcting journal entries to your financial statements, if needed

None of these nonattest services constitute an audit under generally accepted auditing standards including *Government Auditing Standards*.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

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On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements. We will notify you, in writing, of any matters that we believe you should be aware of and will meet with you upon request.

Other Documents

If you intend to reproduce or publish the financial statements in an annual report or other information (excluding official statements), and make reference to our firm name in connection therewith, you agree to publish the financial statements in their entirety. In addition, you agree to provide us, for our approval and consent, proofs before printing and final materials before distribution.

If you intend to reproduce or publish the financial statements in an official statement, unless we establish a separate agreement to be involved in the issuance, any official statements issued by the Champaign-Urbana Mass Transit District must contain a statement that Baker Tilly is not associated with the official statement, which shall read "Baker Tilly US, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Baker Tilly US, LLP, has also not performed any procedures relating to this official statement."

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

At the conclusion of our engagement, we will complete the appropriate auditor sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to complete the auditee sections and to submit the reporting package (including financial statements, schedule of expenditures of federal and state awards, summary schedule of prior year audit findings, auditors' reports and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include within the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of thirty (30) days after receipt of the auditors' reports or nine (9) months after the end of the audit period.

We will provide copies of our reports to the Champaign-Urbana Mass Transit District, however, management is responsible for distribution of the reports and the financial statements. Copies of our reports are to be made available for public inspection unless restricted by law or regulation or if they contain privileged and confidential information.

The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to federal or state agencies for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Baker Tilly personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. Baker Tilly does not retain any original client records; so we will return such records to you at the completion of the services rendered under this engagement. When such records are returned to you, it is the Champaign-Urbana Mass Transit District's responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. By your signature below, you acknowledge and agree that, upon the expiration of the documentation retention period, Baker Tilly shall be free to destroy our workpapers related to this engagement. If we are required by law, regulation or professional standards to make certain documentation available to regulators, the Champaign-Urbana Mass Transit District hereby authorizes us to do so.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract. Our most recent peer review report accompanies this letter.

Timing and Fees

While we have completed certain client acceptance procedures, we have not yet completed our pre-acceptance inquiries of your prior auditor. These inquiries are required by auditing standards generally accepted in the United States of America. Accordingly, our final acceptance of this engagement remains subject to your authorizing your prior auditor to respond fully to our inquiries regarding matters that will assist us in determining whether to accept this engagement, and our evaluation of the results of those inquiries. We will inform you promptly in the event we determine we cannot accept this engagement.

Additionally, you agree to authorize your prior auditor to allow a review of their audit documentation and respond to additional inquiries we consider relevant to our planning and performing of this engagement.

Any fees charged by your prior auditor in connection with the preceding paragraphs are your responsibility.

Completion of our work is subject to, among other things, (i) appropriate cooperation from the Champaign-Urbana Mass Transit District's personnel, including timely preparation of necessary schedules, (ii) timely responses to our inquiries, and (iii) timely communication of all significant accounting and financial reporting matters. When and if for any reason the Champaign-Urbana Mass Transit District is unable to provide such schedules, information, and assistance, Baker Tilly and you may mutually revise the fee to reflect additional services, if any, required of us to complete the audit. Delays in the issuance of our audit report beyond the date that was originally contemplated may require us to perform additional auditing procedures which will likely result in additional fees.

Certain changes in the Champaign-Urbana Mass Transit District's business or within its accounting department may result in additional fees not contemplated as part of the original engagement quote provided below. Examples of such changes include but are not limited to the implementation of new general ledger software or a new chart of accounts; the creation of new funds, departments or component units; other significant changes in operations; new financing arrangements or modifications to existing financing arrangements; significant new federal or state funding; government combinations; significant new employment agreements; complex research matters and significant subsequent events. Any additional fees associated with these business or accounting changes would not be expected to be recurring in nature.

For certain transactions or changes in operations or conditions, financial reporting and/or auditing standards may require us to utilize the services of internal or external valuation specialists. This includes matters such as government combinations, impairment evaluations, and going concern evaluation, among other potential needs for specialists. The time and cost of such services are not included in the fee estimate provided below.

Revisions to the scope of our work will be communicated to you and may be set forth in the form of an "Amendment to Existing Engagement Letter." In addition, if we discover compliance issues that require us to perform additional procedures and/or provide assistance with these matters, fees at our standard hourly rates apply.

Fiscal Year	Financial Audit	Financial Audit with ACFR	Single Audit (one major program)	Additional major programs (each)	C-CARTS Financial Audit
2023	\$35,000	\$40,000	\$7,500	\$6,000	\$2,000
2024	37,500	42,500	8,000	6,400	2,100
2025	40,100	45,100	8,600	6,900	2,200
2026	42,900	47,900	9,200	7,300	2,400
2027	45,900	50,900	9,800	7,800	2,600

Invoices for these fees will be rendered each month as work progresses and are payable on presentation. In addition to professional fees, our invoices will include our standard administrative charge, plus travel and subsistence and other out-of-pocket expenses related to the engagement. A charge of 1.5 percent per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. In the event that collection procedures are required, the Champaign-Urbana Mass Transit District agrees to be responsible for all expenses of collection including related attorneys' fees.

Certain changes in the Champaign-Urbana Mass Transit District's business or within its accounting department may result in additional fees not contemplated as part of the original engagement quote noted above. Examples of such changes include but are not limited to implementation of new general ledger software or a new chart of accounts; the creation of new entities, divisions or subsidiaries; the development of new product lines or other significant changes in business operations; substantial modifications to financing arrangements; significant new employment or equity agreements; and significant subsequent events. Any additional fees associated with these business or accounting changes would not be expected to be recurring in nature.

We may use temporary contract staff to perform certain tasks on your engagement and will bill for that time at the rate that corresponds to Baker Tilly staff providing a similar level of service. Upon request, we will be happy to provide details on training, supervision and billing arrangements we use in connection with these professionals. Additionally, we may from time to time, and depending on the circumstances, use service providers (e.g., to act as a specialist or audit an element of the financial statements) in serving your account. We may share confidential information about you with these contract staff and service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all contract staff and service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the contract staff or third-party service provider. Furthermore, the firm will remain responsible for the work provided by any such contract staff or third-party service providers.

To the extent the services require Baker Tilly receive personal data or personal information from Client, Baker Tilly may process any personal data or personal information, as those terms are defined in applicable privacy laws, in accordance with the requirements of the applicable privacy law relevant to the processing in providing services hereunder. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Baker Tilly or its Clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly is acting as a Service Provider/Data Processor in relation to Client personal data and personal information, as those terms are defined respectively under the CCPA/GDPR. Client is responsible for notifying Baker Tilly of any data privacy laws the data provided to Baker Tilly is subject to and Client represents and warrants it has all necessary authority (including any legally required consent from data subjects) to transfer such information and authorize Baker Tilly to process such information in connection with the services described herein. Client agrees that Baker Tilly has the right to generate aggregated/de-identified data from the accounting and financial data provided by Client to be used for Baker Tilly business purposes and with the outputs owned by Baker Tilly. For clarity, Baker Tilly will only disclose aggregated/de-identified data in a form that does not identify Client, Client employees, or any other individual or business entity and that is stripped of all persistent identifiers. Client is not responsible for Baker Tilly's use of aggregated/de-identified data.

Baker Tilly has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Baker Tilly's policies and procedures, system design documentation and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notification to Baker Tilly of any additions, changes or removals of access for Client personnel to Baker Tilly provided systems or applications. If Client becomes aware of any known or suspected information security or privacy related incidents or breaches related to this agreement, Client should timely notify Baker Tilly via email at dataprotectionofficer@bakertilly.com.

Any additional services that may be requested, and we agree to provide, may be the subject of a separate engagement letter.

We may be required to disclose confidential information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that we receive a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify the Champaign-Urbana Mass Transit District, unless otherwise prohibited. In the event we are requested by the Champaign-Urbana Mass Transit District or required by government regulation, subpoena or other legal process to produce our engagement working papers or our personnel as witnesses with respect to services rendered to the Champaign-Urbana Mass Transit District, so long as we are not a party to the proceeding in which the information is sought, we may seek reimbursement for our professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

We may be required to disclose confidential information with respect to complying with certain professional obligations, such as peer review programs. All participants in such peer review programs are bound by the same confidentiality requirements as Baker Tilly and its employees. Baker Tilly will not be required to notify the Champaign-Urbana Mass Transit District if disclosure of confidential information is necessary for peer review purposes.

Our fees are based on known circumstances at the time of this Engagement Letter. Should circumstances change significantly during the course of this engagement, we will discuss with you the need for any revised audit fees. This can result from changes at the Champaign-Urbana Mass Transit District, such as the turnover of key accounting staff, the addition of new funds or significant federal or state programs or changes that affect the amount of audit effort from external sources, such as new accounting and auditing standards that become effective that increase the scope of our audit procedures. This Engagement Letter currently includes all auditing and accounting standards and the current single audit guidance in effect as of the date of this letter.

The above fees assume that the records are complete, reconciled and all information is available at the start of our fieldwork. If additional assistance is required or if information is not available, we will discuss the implications with management including potential changes in timing or additional fees.

We would expect to continue to perform our services under the arrangements discussed above from year to year, unless for some reason you or we find that some change is necessary. We will, of course, be happy to provide the Champaign-Urbana Mass Transit District with any other services you may find necessary or desirable.

Resolution of Disagreements

In the unlikely event that differences concerning services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association (AAA) under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation.

If mediation does not settle the dispute or claim, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no prehearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from Judicate West, AAA, Judicial Arbitration & Mediation Services (JAMS), the Center for Public Resources or any other internationally or nationally recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within fifteen (15) days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the FAA and resolved by the arbitrators. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award nonmonetary or equitable relief and will not have the right to award punitive damages or statutory awards. Furthermore, in no event shall the arbitrator have power to make an award that would be inconsistent with the Engagement Letter or any amount that could not be made or imposed by a court deciding the matter in the same jurisdiction. The award of the arbitration shall be in writing and shall be accompanied by a well-reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Discovery shall be permitted in arbitration only to the extent, if any, expressly authorized by the arbitrator(s) upon a showing of substantial need. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. Both parties agree and acknowledge that they are each giving up the right to have any dispute heard in a court of law before a judge and a jury, as well as any appeal. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. The arbitrator(s) shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, including the contractual limitations set forth in this Engagement Letter, and shall have no power to decide the dispute in any manner not consistent with such limitations period. The arbitrator(s) shall be empowered to interpret the applicable statutes of limitations.

Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

Limitation on Damages and Indemnification

The liability (including attorney's fees and all other costs) of Baker Tilly and its present or former partners, principals, agents or employees related to any claim for damages relating to the services performed under this Engagement Letter shall not exceed two times the fees paid to Baker Tilly for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the contracted firm relating to such services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter even if the other party has been advised of the possibility of such damages.

As Baker Tilly is performing the services solely for your benefit, you will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the services, or this Engagement Letter.

Because of the importance of the information that you provide to Baker Tilly with respect to Baker Tilly's ability to perform the services, you hereby release Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by you, its personnel or agents, that is not complete, accurate or current, whether or not management knew or should have known that such information was not complete, accurate or current.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim or any other statutes of limitations or repose.

Other Matters

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

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Our dedication to client service is carried out through our employees who are integral in meeting this objective. In recognition of the importance of our employees, it is hereby agreed that the Champaign-Urbana Mass Transit District will not solicit our employees for employment or enter into an independent contractor arrangement with any individual who is or was an employee of Baker Tilly for a period of twelve (12) months following the date of the conclusion of this engagement. If the Champaign-Urbana Mass Transit District violates this nonsolicitation clause, the Champaign-Urbana Mass Transit District agrees to pay to Baker Tilly a fee equal to the hired person's annual salary at the time of the violation so as to reimburse Baker Tilly for the costs of hiring and training a replacement.

The services performed under this Agreement do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation.

Baker Tilly US, LLP, trading as Baker Tilly, is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

This Engagement Letter and any applicable online terms and conditions or terms of use ("Online Terms") related to online products or services made available to Champaign-Urbana Mass Transit District by Baker Tilly ("Online Offering") constitute the entire agreement between the Champaign-Urbana Mass Transit District and Baker Tilly regarding the services described in this Engagement Letter and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements including the attached contractual terms provided by Champaign-Urbana Mass Transit District, and may not be modified or amended except by an agreement in writing signed between the parties hereto. For clarity and avoidance of doubt, the terms of this Engagement Letter govern Baker Tilly's provision of the services described herein, and the Online Terms govern Champaign-Urbana Mass Transit District's use of the Online Offering. This Engagement Letter's provisions shall not be deemed modified or amended by the conduct of the parties.

The provisions of this Engagement Letter, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties, including any successors or assignees. If any provision of this Engagement Letter is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Engagement Letter shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.

If because of a change in the Champaign-Urbana Mass Transit District's status or due to any other reason, any provision in this Engagement Letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

This agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without giving effect to the provisions relating to conflict of laws. We appreciate the opportunity to be of service to you.

Board of Trustees & Managing Director
Champaign-Urbana Mass Transit District

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If there are any questions regarding this Engagement Letter, please contact Jodi Dobson, the engagement partner on this engagement who is responsible for the overall supervision and review of the engagement and determining that the engagement has been completed in accordance with professional standards. Jodi Dobson is available at 608 240 2469, or at jodi.dobson@bakertilly.com.

Sincerely,

BAKER TILLY US, LLP

Baker Tilly US, LLP

Enclosures

The services and terms as set forth in this Engagement Letter are agreed to by:

Official's Name

Official's Signature

Title

Date



Report on the Firm's System of Quality Control

October 28, 2021

To the Partners of Baker Tilly US, LLP and the
National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Baker Tilly US, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under FDICIA; audits of broker-dealers; and examinations of service organizations [SOC 1® and SOC 2® engagements].

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Baker Tilly US, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Baker Tilly US, LLP has received a peer review rating of *pass*.

Moss Adams LLP

CONTRACTUAL TERMS & CONDITIONS

The documents constituting the contract between MTD and the contracted firm are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the contract documents, the following order of precedence shall be applied:

- Any required federal and state regulations that may not be altered by MTD
 - Purchase order
 - Contract amendments
 - Results of negotiations
 - Solicitation, all Addenda and Notices of Exception or Approved Equal
 - Any optional federal and state regulations elected by MTD as expressly set forth herein
 - Clarifications of and amendments to firm's proposal as accepted by MTD
 - Firm's proposal and attachments, and all clarifications and amendments issued prior to contract award
- A. Type of contract – Any contract resulting from this solicitation will be structured as a firm-fixed fee contract. All premiums should be net of commission. Please see Cost Proposal (Form G) in this RFP.
- B. Contract term – The term of the contract will be for five (5) years.
- C. Payment schedule – No advance payment shall be made for the work performed pursuant to this contract. Any services rendered by the contracted firm shall be billed in increments of progress and submitted for payment in stages.
- D. Administration – This contract is between MTD and the firm who will be responsible for providing the goods and/or performing the services described herein. The contracted firm represents that it has or will obtain all duly licensed and qualified personnel and equipment required to perform hereunder. The firm's performance under this contract will be monitored and reviewed by the Comptroller and/or Finance Director. Reports and data required to be provided by the firm shall be delivered to the Comptroller and/or Finance Director. Questions by the firm regarding interpretation of the terms, provisions, and requirements of this contract shall be addressed to the Comptroller and/or Finance Director for response.
- E. Contract changes – Any proposed change in the contract will be submitted to MTD for its prior written approval, and MTD will make the change by a change order. MTD may, at any time by written order, and without notice to the sureties, make changes within the general scope of this contract. No oral order or conduct by MTD will constitute a change order unless confirmed in writing by MTD.

MTD's Managing Director, Finance Director, or Comptroller are the only persons authorized to make changes within the general scope of the contract. Any instructions, written or oral, given to the contracted firm by someone other than MTD's Managing Director, Finance Director, or Comptroller, which are considered to be a change in the contract, will not be considered as an authorized contract change. Any action on the part of the firm taken in compliance with such unauthorized instructions will not be grounds for subsequent payment or other consideration in compliance with the unauthorized change.

If any authorized change causes an increase or decrease in the cost or the time required for the performance of any part of the work under this contract, an equitable adjustment will be made, at the sole discretion of MTD, in the contract price, or delivery schedule, or both, and the contract will be modified in writing accordingly. Every change order may require a cost/price analysis to determine the reasonableness of the proposed change.

Any claim by the contracted firm for adjustment under this clause must be asserted within fourteen (14) calendar days from the date of receipt by the firm of the notification of change. The request for equitable adjustment must be in writing and state the general nature and monetary extent of the claim. MTD may require additional supporting documents and cost or price analysis to determine the validity of the claim.

No claim by the contracted firm for an equitable adjustment hereunder will be allowed if asserted after final payment under this contract. No claim will be allowed for any costs incurred more than twenty (20) calendar days before the firm gives written notice, as required in this section.

- F. Change order procedures – Within fifteen (15) days after receipt of the written request to modify the contract, the contracted firm shall submit to MTD’s Comptroller and / or Finance Director a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the firm and MTD’s Comptroller and/or Finance Director and submitted to MTD’s Managing Director for approval. At that time, a detailed modification shall be executed in writing by both parties. Regardless of any disputes, the contracted firm shall proceed with the work ordered.

Changes made by the contracted firm: Any proposed change in this contract shall be submitted to MTD’s Finance Director and/or Comptroller for review and to MTD’s Managing Director for approval.

Oral change orders are not permitted. No change to this contract shall be made unless MTD’s Managing Director, Finance Director, and/or Comptroller gives prior written approval. The contracted firm shall be liable for all costs resulting from and/or for satisfactorily correcting any specification change not properly ordered by written modification to the contract and signed by MTD’s Managing Director.

If price adjustment is indicated, either upward or downward, it shall be negotiated between MTD and the contracted firm for changes that are mandatory as a result of legislation or regulations that are promulgated and become effective between the proposal due date and the date of contract execution. Such price adjustment may be modified where required.

New federal, state, and local laws, regulations, ordinances, rules, policies, and administrative practices may be established after the date this contract is established and may apply to this contract. To achieve compliance with changing requirements, the contracted firm agrees to accept all changed requirements that apply to this contract and require subcontractors to comply with revised requirements.

- G. Lack of funds - If expected or actual funding is withdrawn, reduced, or limited in any way prior to the expiration date set forth in this contract or in any amendment hereto, MTD may, upon written notice to the contracted firm, terminate this contract in whole or in part. Such termination shall be in accordance with MTD's rights to terminate for convenience or default.
- H. Force majeure – The timely receipt of MTD's requirements is essential. If the requirements are not received on time in accordance with the delivery schedule, MTD may cancel the unfilled portion of the contract for cause, purchase substitute requirements elsewhere, and recover from the contracted firm any increased costs thereby incurred together with all resulting incidental and consequential damages. MTD may also terminate for cause, purchase substitute requirements elsewhere, and recover costs and damages for breach of the contracted firm's obligations.

The contracted firm shall be entitled to a reasonable extension of time from MTD for the delays caused by damage to property of the firm and/or MTD which is caused by fire, lightning, earthquakes, tornadoes, and other extreme weather conditions or acts of nature, power failures, riots, acts of civil or military authorities of competent jurisdiction, strikes, lockouts, and any other industrial, civil or public disturbances beyond the control of the firm and its subcontractors causing the inability to perform the requirements of this contract. Any delay other than one mentioned above shall constitute a breach of the contracted firm's contractual obligations.

- I. Taxes, licenses, laws, & certificate requirements – The contracted firm shall maintain and be liable for all taxes, fees, licenses, and costs as may be required by federal, state, and local laws, rules, and regulations for the conduct of business by the firm and any subcontractors, and shall secure and at all times maintain any and all such valid licenses and permits as may be required to provide the services or supplies under this contract. If for any reason, the contracted firm's required licenses or certificates are terminated, suspended, revoked, lapsed, or in any manner modified from their status at the time this contract becomes effective, the firm shall immediately notify MTD in writing of such condition.

The contracted firm will give all notices and comply with all federal, state, local laws, ordinances, rules, regulations, standards, and orders of any public authority bearing on the performance of the contract, including, but not limited to, the laws referred to in these Contractual Terms and Conditions and the other contract documents. If the contract documents are at variance therewith in any respect, any necessary changes shall be adjusted by appropriate modification. Omission of any applicable laws, ordinances, rules, regulations, standards, or orders by MTD in the contract documents shall be construed as an oversight and shall not relieve the contracted firm from these obligations to meet such fully and completely. Upon request, the contracted firm shall furnish to MTD certificates of compliance with all such laws, orders, and regulations. The contracted firm shall be responsible for obtaining all necessary permits and licenses required for performance under the contract.

Applicable provisions of all federal, state, and local laws, and of all ordinances, rules, and regulations shall govern any and all claims and disputes which may arise between firm(s) submitting a proposal response hereto and MTD, by and through its officers, employees

and authorized representatives, or any other persons, natural and otherwise, and lack of knowledge by any firm shall not constitute a cognizable defense against the legal effect thereof.

- J. Assignment – The contracted firm shall not assign any interest, obligation, or benefit under or in this contract or transfer any interest in the same, whether by assignment or notation, without the prior written consent of MTD. If an assignment is approved, this contract shall be binding upon and inure to the benefit of the successors of the contracted firm. This provision shall not prevent the firm from pledging any proceeds from this contract as security to a lender. An assignment may be conditioned upon the posting of bonds, securities and the like by the assignee and the assignee must assume the written contract and be responsible for the obligations and liabilities of the firm, known and unknown, under this contract and applicable law.

MTD may assign its rights and obligations under the contract to any successor to the rights and functions of MTD or to any governmental agency to the extent required by applicable laws or governmental regulations, or to the extent MTD deems necessary or advisable under the circumstances.

- K. Indemnification, hold harmless and limitation on damages – To the maximum extent permitted by law and except to the extent caused by the sole negligence of MTD, the contracted firm shall indemnify, defend and hold harmless MTD, their elected officials, officers, other officials, agents, and employees (each a “Covered Person”), from and against any and all third party claims, suits, actions, losses, costs, penalties, and damages of any kind or nature whatsoever to the extent such third party claim is finally determined to be arising out of the contracted firm’s willful misconduct or fraudulent behavior in the firm’s performance of the services. In addition, the firm shall, at MTD’s option, assume the defense of MTD and its officers and employees in all third party claims and shall pay all defense expenses, including reasonable attorney’s fees, expert fees, and costs incurred by MTD on account of such litigation or claims. This indemnification obligation shall include, but is not limited to, all claims against MTD by an employee or former employee of the firm or its subcontractor. The firm, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects MTD only, under any industrial insurance act, other worker’s compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. This indemnification obligation shall also obligate the firm to protect, indemnify, defend, and save harmless MTD, their elected officials, officers, other officials, agents, and employees from any and all claims or lawsuits alleging a violation of a third party’s copyright or patent rights arising out of or in connection with the contracted firm’s provision of goods and/or services under this contract. Notwithstanding anything provided in this section, MTD retains the right to provide its own defense against any suits, claims, or actions, and to assess any costs of such defense to the firm, including attorney’s fees, expert witness fees, and court costs.

Notwithstanding the foregoing, in compliance with AICPA independence requirements, MTD hereby releases the contracted firm, its subsidiaries and their present or former partners, principals, employees, officers and agents from, and acknowledges that such parties shall not be required to indemnify MTD or any Covered Person against, any costs, fees, expenses, damages and liabilities (including attorneys’ fees and all defense costs)

relating to or arising as a result of the acts or omissions of MTD or any Covered Person. Furthermore, because of the importance of the information that MTD provides to the contracted firm with respect to the firm's ability to perform the services, MTD hereby releases the contracted firm and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services that arise from or relate to any information, including representations by management, provided by MTD, its personnel or agents, that is not complete, accurate or current.

The liability (including attorney's fees and all other costs) of the contracted firm and its present or former partners, principals, agents or employees related to any claim for damages relating to the Services performed under this Agreement shall not exceed two-times the fees paid to the contracted firm for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the contracted firm relating to such services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays, interruptions or viruses arising out of or related to this Agreement even if the other party has been advised of the possibility of such damages.

- L. Applicable law & forum – All work done pursuant to any contract resulting from this RFP will be governed by and construed according to the laws of the State of Illinois. Any actions arising here from shall be filed in the County of Champaign, Illinois.
- M. Attorney fees – In the event either party shall engage the services of an attorney or other professional due to the default of the other party, the defaulting (non-prevailing) party shall pay all legal costs and fees, including attorney's fees, incurred by the non-defaulting (prevailing) party in enforcing its rights.
- N. Mediation & arbitration – If a dispute arises out of or relates to this contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation. Thereafter, any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, may be settled by arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties to this contract may seek to resolve disputes pursuant to arbitration but are not required to do so. Nothing in this paragraph precludes any Party from seeking further relief once the required alternative dispute resolution efforts have failed.
- O. Severability – Whenever possible, each provision of this contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, and unenforceable provision.
- P. Non-waiver of breach - No action or failure to act by MTD shall constitute a waiver of any right or duty afforded to MTD under the contract; nor shall any such action or failure to act

by MTD constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by MTD in writing.

- Q. Nondisclosure obligation – While providing the work required under this contract, the contracted firm may encounter documentation, drawings, schematics, manuals, data, or other materials marked “Confidential”, “Proprietary”, or “Business Secret”. The contracted firm shall, with regard to such information and material received or used in performance of this contract, employ practices no less than those used for the protection of the firm’s own confidential information.

The contract imposes no obligation upon the firm with respect to confidential information which the firm can establish that:

- i. was in the possession of or was rightfully known by the firm without an obligation to maintain its confidentiality prior to receipt from MTD or a third party.
- ii. is or becomes generally known to the public without violation of this contract.
- iii. is obtained by the firm in good faith from a third party having the right to disclose it without an obligation of confidentiality; or,
- iv. is independently developed by the firm without the participation of individuals who have had access to MTD’s or the third party’s confidential information. The firm may disclose confidential information if required by law, provided that the firm notifies MTD of such requirement prior to disclosure.

Data provided by MTD either before or after contract award shall only be used for its intended purpose. The contracted firm and any subcontractor shall not utilize or distribute MTD data in any form without the prior express written approval of MTD.

- R. Public disclosure requests – Contracts shall be considered public documents and, with exceptions provided under public disclosure laws, will be available for inspection and copying by the public.

If the contracted firm considers any portion of any documents which may be delivered to MTD pursuant to this contract to be protected under the law, the firm shall clearly identify each such item with words such as “Confidential,” “Proprietary,” or “Business Secret.” If a request is made for disclosure of any such document, MTD will determine whether the document should be made available under the law. If the document or parts thereof are determined by MTD to be exempt from public disclosure, MTD will not release the exempted document. If the document is not exempt from public disclosure law, MTD will notify the firm of the request and allow the firm five (5) days to take whatever action it deems necessary to protect its interests. If the firm fails or neglects to take such action within said period, MTD will release the document deemed subject to disclosure. By signing a contract, the firm assents to the procedure outlined in this paragraph and shall have no claim against MTD on account of actions taken under such procedure.

- S. Use of MTD’s name in contracted firm advertising or public relations – MTD reserves the right to review and approve all MTD related copy prior to publication. The contracted firm will not allow MTD related copy to be published in the firm’s advertisements or public relations programs until submitting MTD related copy and receiving prior written approval from MTD’s Managing Director. The firm will agree that published information on MTD or

its program will be factual and will in no way imply that MTD endorses the firm's service or product.

- T. Conflicts of interest & non-competitive practices – By the submission of a firm's proposal in response to MTD's solicitation to perform or provide work, services, or materials, firm has thereby covenanted that:
- i. it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest, which conflicts in any manner or degree with the work, services, or materials required to be performed and/or provided under this Contract and that it shall not employ any person or agent having any such interest. In the event that the contracted firm or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to MTD and take action immediately to eliminate the conflict or to withdraw from this contract, as MTD may require.
 - ii. no person or selling agency except bona fide employees or designated agents or representatives of the firm has been or will be employed or retained to solicit or secure this contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
 - iii. no gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the firm or any of its agents, employees, or representatives, to any official, member or employee of MTD or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.
- U. Insurance Requirements – The insurance requirement specified in this section shall apply to the contracted firm and any subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms, or corporations that the contracted firm authorizes to work under this Agreement (hereinafter collectively referred to as "Agents"). The firm is required to procure and maintain insurance coverage at its sole cost and expense subject to all requirements set forth below. The contracted firm is also required to assess the risks associated with the work to be performed by agents under subcontract and to include in every subcontract the requirement that the agent maintain adequate insurance coverages with the appropriate limits and endorsements to cover risks. Such insurance shall remain in full force and effect throughout the term of this agreement. To the extent that any agent does not procure and maintain such insurance coverage, the firm shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling the firm or its agents' procurement of excess or umbrella coverage to maintain certain requirements outlined below. These policies shall also satisfy all specified endorsements and stipulations, including provisions that the contracted firm's insurance be primary without any right of contribution from MTD. Prior to beginning work under this contract, the firm shall provide MTD with satisfactory evidence of compliance with the insurance requirements of this section. Insurer shall agree to waive all subrogation rights against MTD, its officers, officials, and employees for losses arising from work performed by the contracted firm on all policies naming MTD as an additional insured.
- i. Evidence of insurance – Prior to commencing work or entering onto the property, the contracted firm shall provide MTD's Comptroller and/or Finance Director with a certificate evidencing all coverages, including Worker's Compensation and

Employer's Liability Insurance, Commercial General Liability Insurance, Professional Liability Omission and Errors Insurance, and any other applicable insurance coverage.

- ii. General provisions:
 - a. Notice of cancellation – The policies shall provide that the firm's policies will not be cancelled or have limits reduced or coverage altered without thirty (30) days prior written notice to the firm. The firm will forward such notice to MTD's Comptroller and/or Finance Director promptly after receipt.
 - b. Acceptable insurers – All policies will be issued by insurers acceptable to MTD
 - c. Self-insurance – Upon evidence of financial capacity satisfactory to MTD and the firm's agreement to waive subrogation against MTD respecting any and all claims that may arise, the firm's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.
 - d. Failure to maintain insurance – All insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all of the firm's personnel and equipment have been removed from the MTD property, and the work has been formally accepted. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this agreement.

V. Patents & royalties – The contracted firm is responsible for paying all license fees, royalties, or the costs of defending claims for the infringement of any intellectual property that may be used in performing this contract. Before final payment is made on this contract, the firm shall, if requested by MTD, furnish acceptable proof of a proper release from all such fees or claims.

W. Contractual relationships – No contractual relationship will be recognized under the contract other than the contractual relationship between MTD and the contracted firm.

X. Counterparts – This contract may be signed in two (2) counterparts, each of which shall be deemed an original and which shall together constitute one (1) contract.

Y. Notices – Unless otherwise provided in this Agreement, any Notice legally required to be given by one party to another under the contract shall be in writing, dated and signed by the party giving such Notice or by a duly authorized representative of such party. Notices shall not be effective unless transmitted by any method that provides confirmation of transmission and delivery, such as email with return receipt, fax, certified mail, or registered mail and addressed to:

Champaign-Urbana Mass Transit District
ATTN: Managing Director
1101 East University Avenue
Urbana, Illinois 61802



To: Karl Gnadt, Managing Director/CEO
From: Josh Berbaum, Maintenance and Facilities Director
Date: June 28, 2023
Subject: Approval of Illinois Oil Marketing Equipment Contract Change Orders

- A. Introduction:** The District is currently undertaking a project to replace two underground diesel storage tanks. The scope and cost of the project has increased to accommodate additional project needs that were not known before the project started.
- B. Recommended Action:** Authorize Managing Director to approve Change Orders #3 and #4 to the existing contract with Illinois Oil Marketing Equipment, Inc.
- C. Prior Trustee Action:** On October 26, 2022, the Board of Trustees approved a contract for \$1,144,971.14 with Illinois Oil Marketing to replace two underground diesel storage tanks.
- D. Summary:** Overall, the project has been progressing efficiently and on schedule. The four change orders described below include replacing electrical conduits, extra dewatering resources, and additional concrete work.

- 1. Already completed: The existing electrical conduits that run from the fuel island to the maintenance building were intended to be reused for the new tanks, but once they started trying to pull new wires, they found the conduit was crumbling and needed to be replaced. The contractors knew this was a possibility and included an alternate in the contract for \$39,777.50 that the District has exercised as Change Order #1.

While the conduit work was being done, the District requested additional conduit be installed for future use at a cost of \$3,600.00. This is Change Order #2.



2. Approval Request for Change Order #3: Dewatering was required during tank removal and installation and standard dewatering expenses were included in the existing contract cost. As part of the process, several soil samples were taken and tested for contamination. When contamination was identified in some of the soil samples, it was determined that the water pumped out of the tank area would need to be held in tanks and trucked off-site rather than released into nearby storm drains, which was not included in the original project cost. The additional dewatering expenses came to \$55,206.81 for Change Order #3. *Note, the contamination found in some of the soil samples was determined to be low enough to not warrant any further action.*
3. Approval Request for Change Order #4: The original contract included the replacement of approximately 2,820 square feet (47 feet x 60 feet) of 10-inch-thick concrete above and around the tanks. However, a larger than anticipated area of concrete and asphalt got broken or cracked during the excavation and removal of the tanks. If some additional concrete and asphalt is not replaced along with the new concrete being installed on top of the new tanks, the area's grade will be uneven, negatively impacting the overall surface and water drainage across the property. The proposal is to replace 3,730 additional square feet of concrete, costing \$71,654 for Change Order #4.

- E. Background:** The District had two 30-year old 15,000-gallon double-walled underground storage tanks on the 803 E. University Ave. property, originally installed in 1993. Diesel fuel is delivered to the tanks twice a week for bus fueling. The District's fuel usage is typically about 2,500 gallons per day during full service.
- F. Advantages/disadvantages:** Approving the change orders for the Illinois Oil Marketing Equipment contract allows the District to complete supplementary work that will improve additional infrastructure related to the underground storage tanks.
- G. Budget & Staffing Impacts:** The existing project is in the FY 2024 budget, funded 100% with Federal funds through the American Rescue Plan Act of 2021 (ARPA). The Federal ARPA grant will be revised to cover the additional expense of the four change orders, totaling \$170,238.34, a 15% increase in the total project cost.

Job Quote



OIL MARKETING EQUIPMENT, INC.

850 BRENKMAN DRIVE • PEKIN, IL 61554

PHONE (309) 347-1819 • FAX (309) 347-1881

E-MAIL: sales@iome.com • HOME PAGE: www.iome.com

Number: 14814

Quote Date: 6/22/2023

Bill to: Champaign-Urbana MTD
Mass Transit District
1101 East University
Urbana, IL 61802

Service at: Champaign-Urbana MTD
1101 East University
Urbana, IL 61802

Customer ID: 967

Description: Frac tank rental and water disposal due to contamination in order to safely set new UST's.

Confirm To: Ken Napper 217-384-5450

Rental Total:

\$55,206.81

Terms: Net 30

Extra Includes:

- Coordinate water disposal activities
- Line up trucks to remove water from Frac tanks
- Pump and store water to allow for tanks to be installed
- Clean and flush inside Frac tanks to remove sand and debris for pick up

Equipment provided according to owner approved submittals, and delivered to the job site, or in our warehouse specifically for this project, will be invoiced to the customer and shall not be subject to a 10% reserve retainer.

Any unseen underground conditions, i.e., high water table, underground utilities, underground foundations, contaminated soils, etc., will be invoiced as an extra at our usual time and material rate and any additional fees related to disposal of materials. We will notify the owner immediately upon encountering any of these conditions.

If existing conduits cannot be reused for any reason, there will be additional charges.

Any alteration or change from original proposed specifications involving extra costs will be executed only upon written orders, and will become an extra charge on items over and above the proposal.

All products and components carry the manufacturer's warranty which is passed on to purchaser according to manufacturer's policy. No other warranties are either expressed or implied.

Unless otherwise stated, this quote is good as of the date printed. Due to market fluctuations, we cannot guarantee the prices in this quote until after it is signed and the prices confirmed with our suppliers. We are sorry for this inconvenience, and ask your understanding.

Job Quote



AN EMPLOYEE OWNED COMPANY

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Urbana, IL 61802

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1101 East University
Urbana, IL 61802

Customer ID: 967

Thank you for the opportunity to be of service. We look forward to the receipt of your order.

Respectfully Submitted,

Danny Ballenger
Sales Representative

Accepted by: _____
Signature

Print Name

Title: _____

Date: _____

Job Quote



OIL MARKETING EQUIPMENT, INC.

850 BRENKMAN DRIVE • PEKIN, IL 61554

PHONE (309) 347-1819 • FAX (309) 347-1881

E-MAIL: sales@iome.com • HOME PAGE: www.iome.com

Number: 14837

Quote Date: 6/22/2023

Bill to: Champaign-Urbana MTD
Mass Transit District
1101 East University
Urbana, IL 61802

Service at: Champaign-Urbana MTD
1101 East University
Urbana, IL 61802

Customer ID: 967

Description: Additional concrete placement beyond original scope associated with tank install.

Confirm To: Ken Napper 217-384-5450

Additional Concrete Total:

\$71,654.03

Terms: Net 30

Concrete costs include:

- Removal of broken concrete asphalt
- Base rock prep and compaction
- Set up and install reinforcing rebar and tie joints 2 foot on center
- Drill and pin edges
- Use pump truck to place concrete
- Sawcut control joints
- Additional concrete square footage totals 3730 Sq ft

Equipment provided according to owner approved submittals, and delivered to the job site, or in our warehouse specifically for this project, will be invoiced to the customer and shall not be subject to a 10% reserve retainer.

Any unseen underground conditions, i.e., high water table, underground utilities, underground foundations, contaminated soils, etc., will be invoiced as an extra at our usual time and material rate and any additional fees related to disposal of materials. We will notify the owner immediately upon encountering any of these conditions.

If existing conduits cannot be reused for any reason, there will be additional charges.

Any alteration or change from original proposed specifications involving extra costs will be executed only upon written orders, and will become an extra charge on items over and above the proposal.

All products and components carry the manufacturer's warranty which is passed on to purchaser according to manufacturer's policy. No other warranties are either expressed or implied.

Unless otherwise stated, this quote is good as of the date printed. Due to market fluctuations, we cannot guarantee the prices in this quote until after it is signed and the prices confirmed with our suppliers. We are sorry for this inconvenience, and ask your understanding.

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Mass Transit District
1101 East University
Urbana, IL 61802

Service at: Champaign-Urbana MTD
1101 East University
Urbana, IL 61802

Customer ID: 967

Thank you for the opportunity to be of service. We look forward to the receipt of your order.

Respectfully Submitted,

Danny Ballenger
Sales Representative

Accepted by: _____
Signature

Print Name

Title: _____

Date: _____