

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

Wednesday, May 31, 2017 - 3:00 p.m.

Champaign City Council Chambers 102 North Neil Street, Champaign

#### **Board of Trustees:**

Linda Bauer Bradley Diel – Chair Margaret Chaplan – Vice Chair Matthew Cho James Faron Bruce Hannon Donald Uchtmann

#### **Advisory Board:**

Lowa Mwilambwe/Brian Farber Jacob Rajlich

		Pages							
1.	Call to Order	<u>r uges</u>							
2.	Roll Call								
3.	Approval of Agenda								
4.	Audience Participation								
5.	Approval of Minutes  A. Board Meeting – April 26, 2017 – Open Session  B. Board Meeting – April 26, 2017 – Closed Session	1-5 Distributed at Mtg							
6.	Communications								
7.	A. Managing Director  1) Operating Notes 2) Ridership Data 3) Route Performance 4) District Operating Revenue/Expenses 5) Illinois Terminal Operating Revenue/Expenses 6) Statistical Summary 7) Budget Analysis 8) Accounts Payable/Check Disbursements 9) Morgan Stanley Statement	6-9 10-12 13-15 16 17 18 19-28 29-35 36-43							
	<ul> <li>B. Board Committees</li> <li>1) Administration</li> <li>a.) FY2018 Draft Budget</li> <li>2) Facilities</li> <li>3) Service Delivery</li> </ul>	44-57							



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

Wednesday, May 31, 2017 - 3:00 p.m.

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			<u>Pages</u>
8.	Action	Items	
	A.	CUMTD Substance Abuse Policy and Program Update	58-138
	В.	Ascertaining Prevailing Wages	139-145
	C.	Developmental Services Center Contract	146-150
	D.	Champaign-County Area Rural Transit System Contract	151-171
	E.	Financial Audit Services Contract	172-173
	F.	Contract for Purchase of Real Estate – 209 South Water Street in Champaign	174-186
	G.	Rejection of Illinois Terminal Boiler Replacement Bids and Authorize Re-Bid	187-201
	Н.	Administration/Operations Air Conditioner Unit Replacement Contract	202-208
	I.	Illinois Terminal Lavatories & Hand Dryers Contract	209-210
	J.	Maintenance Truck Contract	211
	K.	Rejection of 59 East Chester Street & 207 South Water Street Demolition Bids and Authorize Re-Bid without DBE Requirement	212-215

#### 9. Next Meeting

- A. Annexation Public Hearing Monday, June 12, 2017 4:00
   p.m. at Champaign Fire Station #6, 3911 West Windsor Road, Champaign
- B. Auction of 64 East Chester Street Thursday, June 22, 2017 3:00 p.m. at Illinois Terminal
- C. Regular Board of Trustees Meeting and Public Hearing on the FY2018 Budget & Appropriation Ordinance – Wednesday, June 28, 2017 - 3:00 p.m. at Champaign City Council Chambers – 102 North Neil Street, Champaign
- Adjourn into Closed Session to Consider Litigation which is Probable or Imminent against Champaign-Urbana Mass Transit District followed by Adjournment

Champaign-Urbana Mass Transit District strives to provide an environment welcoming to all persons regardless of disability, race, gender, or religion. Please call Beth Brunk at 217-384-8188 to request special accommodations at least 2 business days in advance.



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

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#### MINUTES - SUBJECT TO REVIEW AND APPROVAL

DATE: Wednesday, April 26, 2017

3:00 p.m. TIME:

PLACE: **Champaign City Council Chambers** 

102 North Neil Street, Champaign, IL

9 10

11 12 **Trustees:** 

Present	Absent
Linda Bauer	
Bradley Diel (Chair)	
Margaret Chaplan (Vice-Chair)	
Matthew Cho	
James Faron	
Bruce Hannon	
Donald Uchtmann	

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**Advisory Board:** 

Present	Absent
Brian Farber	
Evan Bujak	

Karl Gnadt (Managing Director), Andrew Johnson (Chief Operating Officer), Brenda

Eilbracht (Chief Administrative Officer), Amy Snyder (Customer Service Director), Kirk

Kirkland (Facilities Director), Jane Sullivan (Grant Manager/Sustainability Planner), Jan

Kijowski (Marketing Manager), Jolene Gensler (Comptroller), Jay Rank (Planner), Lisa Meid

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MTD Staff: 16

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### **MINUTES**

**Others Present:** 

#### 1. Call to Order

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

2. Roll Call

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

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#### 3. Approval of Agenda

Mr. Diel noted that Item #11 will precede Item #9 on the agenda. In addition, Item 8 (G) should read approval of Resolution 2017-3, Setting a Public Hearing and Direction Giving Notice Thereof.

(Media Manger), Fred Stavins (Counsel), Beth Brunk (Recording Secretary)

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

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#### 4. Audience Participation

None

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#### 5. Approval of Minutes

A. Board Meeting - March 28, 2017 - Open Session

**MOTION** by Mr. Uchtmann to approve the minutes of the March 28, 2017 Open Session CUMTD Board meeting as distributed; seconded by Mr. Hannon. Upon vote, the **MOTION CARRIED** unanimously.

Mr. Cho entered the meeting.

B. Board Meeting – March 28, 2017 – Closed Session

**MOTION** by Mr. Uchtmann to approve the minutes of the March 28, 2017 Closed Session CUMTD Board meeting as distributed; seconded by Ms. Chaplan. Upon vote, the **MOTION CARRIED** unanimously.

#### 6. Communications

None

#### 7. Reports

#### A. Managing Director

Mr. Gnadt reviewed the District's ridership and financial numbers for March 2017. Monthly ridership was down 1.21% from March 2016. As MCORE construction ramps up, the ridership numbers will be negatively impacted. The 12.7% increase in Monthly Operating Expenses was due to early retirement payments and cashed in earned time. Andrew Johnson, the new Chief Operating Officer (COO), introduced himself and was very excited to be a part of the District. IDOT has approved the Route Analysis Grant which is 80% Federal and 20% State funded.

#### B. Board Committees

- 1) Administration No report
- 2) Facilities No report
- 3) Service Delivery No report

#### 8. Action Items

#### A. Authorization to Establish a Checking Account for C-CARTS and Update Signature Cards

Mr. Gnadt requested approval to open a new C-CARTS checking account at Busey to streamline banking activities. Secondarily, existing financial accounts will be updated to include Andrew Johnson, the new COO, as an authorized signer.

**MOTION** by Ms. Bauer to authorize the Managing Director to establish a checking account for C-CARTS with Busey Bank and further authorize that the resolution and signature cards on all Busey Bank, Commerce Bank and Morgan Stanley accounts include the Managing Director, Chief Administrative Officer and Chief Operating Officer as authorized signers; seconded by Ms. Chaplan. Upon vote, the **MOTION CARRIED** unanimously.

#### B. <u>Champaign Unit 4 School District Transportation Agreement</u>

Mr. Gnadt explained the mutually beneficial Transportation Agreement with Champaign Unit 4 School District for the 2017-18 school year.

**MOTION** by Mr. Uchtmann to authorize the Chair of the CUMTD Board of Trustees to execute the Transportation Agreement between the District and Champaign Unit 4 School District in the amount of \$388,092 for the 2017-2018 school year; seconded by Mr. Hannon. Upon vote, the **MOTION CARRIED** unanimously.

#### C. Ordinance 2017-1 Ethics and Integrity

This Ordinance codified the District's previous ordinances and resolutions concerning ethics including fraud, waste and abuse into one complete ordinance addressing the various ethics and integrity state statutes and requirements.

**MOTION** by Ms. Chaplan to adopt Ordinance No. 2017-1, an Ordinance implementing the Provisions of the State Officials and Employees Ethics Act (5ILCS 430/1 - 1 Et Seq); seconded by Mr. Uchtmann.

Roll Call vote:

Aye (7) – Bauer, Chaplan, Cho, Diel, Faron, Hannon, Uchtmann Nay (0)

**MOTION CARRIED.** 

#### D. <u>CUMTD Policies and Procedures #12 – Ethics and Integrity</u>

Similar to Ordinance 2017-1, Policies and Procedures #12 summarized previous policies and satisfies current state requirements concerning ethics and integrity. Ms. Chaplan thought it would be beneficial for Trustees to go through some ethics training. Mr. Gnadt will schedule a study session for Board ethics training.

**MOTION** by Ms. Chaplan to adopt Policies and Procedures #12 – Ethics and Integrity; seconded by Mr. Uchtmann.

Roll Call vote:

Aye (7) – Bauer, Chaplan, Cho, Diel, Faron, Hannon, Uchtmann Nay (0)

**MOTION CARRIED.** 

#### E. <u>Maintenance Fall Protection System Contract</u>

Full-body harnesses will be provided to maintenance technicians when working on the roof of CUMTD vehicles. HY-Safe was the lowest, responsible and responsive bid at \$56,307.

**MOTION** by Ms. Bauer to authorize the Managing Director to enter into a contract with HY-Safe Technology for fall protection at \$56,307; seconded by Mr. Hannon. Upon vote, the **MOTION CARRIED** unanimously.

#### F. Fuel Management System Contract

The District would like to invest in an automated fuel management system which will allow for efficient and accurate record keeping for fueling the fleet. Currently this task is managed by paper recordkeeping. IDOT concurrence to award this contract has been requested.

**MOTION** by Mr. Uchtmann to authorize the Managing Director to enter into a contract with Seneca Companies for a fuel management system in the amount of \$111,749; seconded by Mr. Hannon. Upon vote, the **MOTION CARRIED** unanimously.

#### G. Resolution 2017-3 – Setting a Date for an Annexation Public Hearing

Carle Foundation has petitioned to annex their parcel Carle at the Fields in southwest Champaign into the District. In comprehensively planning for service, it was logical to consider annexing the subdivisions contiguous to the District also in southwest Champaign. This proposed annexation is in accordance with the City of Champaign Annexation Agreement as well as the Long-Range Transportation Plan of the Champaign-Urbana Urbanized Area Transportation Study (CUUATS). On Board approval, the Public Hearing date for annexation of southwest Champaign parcels will be set for Monday, June 12<sup>th</sup>, 4:00 p.m. at Champaign Fire Station #6, 3911 West Windsor Road in Champaign.

**MOTION** by Ms. Chaplan to adopt Resolution 2017-3 – a Resolution Setting a Public Hearing and Direction Giving Notice Thereof; seconded by Ms. Bauer.

1		Roll Call vote:
2		Aye (7) – Bauer, Chaplan, Cho, Diel, Faron, Hannon, Uchtmann
3		Nay (0)
4		MOTION CARRIED.
5		
6		H. Resolution 2017-2 – Submit a 2017 Consolidated Vehicle Procurement Program Grant Application
7		The District would like to submit a grant application to purchase five medium-duty paratransit vans for
8		ADA services and one Street Supervisor minivan. The new vehicles would replace vans in the District's
9		fleet that meet the eligibility requirements for replacement in either mileage or age. As this grant is
10		fully-funded by federal money – no local funding will be used.
11		
12		MOTION by Ms. Chaplan to adopt Resolution 2017-2 which authorizes the submission of an application
13		for a Public Transportation Capital Assistance Grant for the purchase of five ADA paratransit vans and a
14		Street Supervisor minivan; seconded by Ms. Bauer.
15		Roll Call vote:
16 17		
		Aye (7) – Bauer, Chaplan, Cho, Diel, Faron, Hannon, Uchtmann
18 19		Nay (0) MOTION CARRIED.
20		WOTION CARRIED.
21	9.	Next Meeting
22	Э.	A. Designated Stops Open Houses – May 3rd & May 24th – 4:00 p.m. – 6:00 p.m. at Illinois Terminal
23		South Banquet Room, 4th Floor, 45 East University, Champaign
24		B. Regular Board of Trustees Meeting
25		Wednesday, May 31, 2017 - 3:00 p.m. at Champaign City Council Chambers – 102 North Neil
26		Street, Champaign
27		oticet, onampaign
28	10.	Closed Session pursuant to 5 ILCS 120/2 (c) 6 to Consider Setting of a Price for Sale or Lease of
29		Property owned by Champaign-Urbana Mass Transit District
30		Troperty owned by champaigh orbana mass transit bistrict
31	11.	Closed Session pursuant to 5 ILCS 120/2 (c) 5 to Consider the Purchase or Lease of Real
32		Property for the use of Champaign-Urbana Mass Transit District
33		roperty for the use of champaigh-orbana Mass Transit District
34		MOTION by Mr. Uchtmann to enter into closed session pursuant to 5 ILCS 120/2 (c) 6 to Consider
35		Setting of a Price for Sale or Lease of Property owned by Champaign-Urbana Mass Transit District and
36		pursuant to 5 ILCS 120/2 (c) 5 to Consider the Purchase or Lease of Real Property for the use of
37		Champaign-Urbana Mass Transit followed by adjournment; seconded by Mr. Hannon.
38		
39		Roll Call:
40		Aye (7) – Bauer, Chaplan, Cho, Diel, Faron, Hannon, Uchtmann
41		Nay (0)
42		MOTION CARRIED.
43		
44		Mr. Diel adjourned the meeting to enter into closed session at 3:55 p.m. The meeting adjourned at 4:25
45		p.m.
46		
47		
48		Submitted by:
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51		Pacarding Corptony
52 53		Recording Secretary
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1 Approved:
2 3 4 5 Board of Trustees Chair

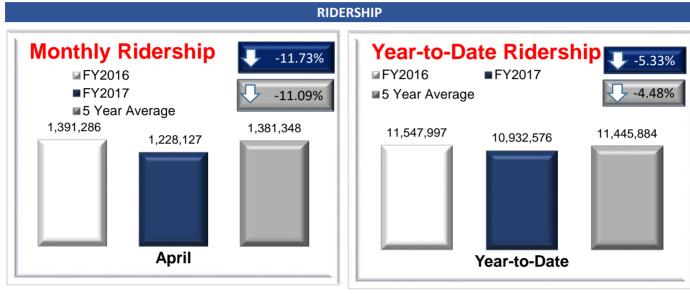


MTD MISSION Leading the way to greater mobility

MTD VISION MTD goes beyond traditional boundaries to promote excellence in transportation.

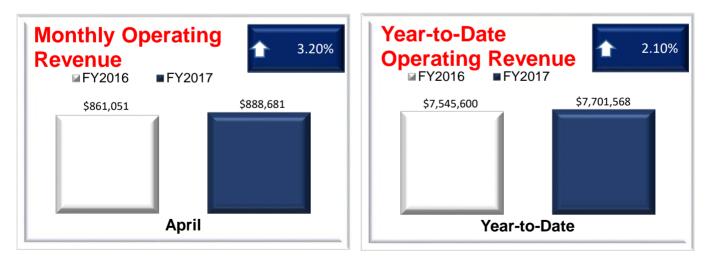
#### MTD MANAGING DIRECTOR OPERATING NOTES

May, 2017



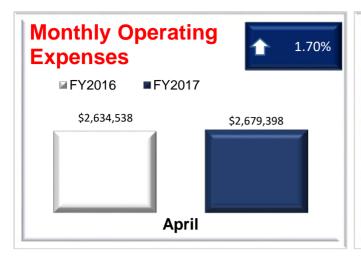
April ridership was 1,228,127 or 11.73% below April, 2016 (1,391,286). Year-to-date ridership was 10,932,576 or 5.33% below FY2016 (11,547,997).

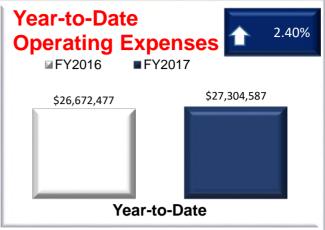
#### **OPERATING REVENUE**



April, 2017 operating revenue was \$888,681 or 3.20% above April, 2016 (\$861,051). Year-to-date operating revenue was \$7,701,568 or 2.10% above FY2016 (\$7,545,600).

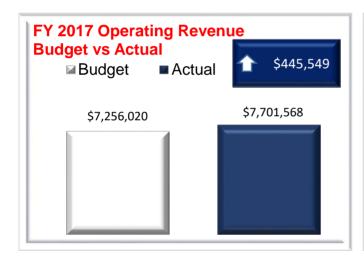
#### **OPERATING EXPENSES**

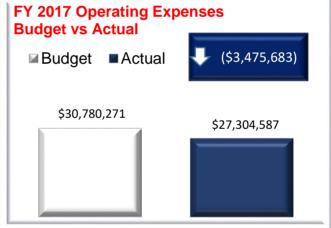




April operating expenses were \$2,679,398 or 1.70% above April, 2016 (\$2,634,538). Year-to-date operating expenses were \$27,304,587 or 2.40% above FY2016 (\$26,672,477).

#### **YEAR-TO-DATE REVENUE & EXPENSES**





Year-to-date operating revenues are \$445,549 above budget while operating expenses are \$3,475,683 under budget.

#### **MANAGING DIRECTOR'S NOTES**

As of Saturday, May 27, 2017 the District no longer is operating our west Champaign transfer area out of Country Fair. After more than 45-verified years of serving Country Fair, the current owner has asked us to remove our shelters, kiosk, and stops from their property. Although we are still in negotiations with them about potentially serving Country Fair in the future, they asked us to stop using their property no later than June 2, 2017. The main point of discussion is segregation of duties. The duty of MTD is to provide public transit services to the community, and it is the duty of cities, villages, and private land owners to maintain their roadways. In tum, when we operate on private property, we bring employees and customers to the business center. Although this decision was not ours, we continue to have discussions with their representative, and have worked hard to communicate the change to all of our passengers and the surrounding businesses.

Now that the University of Illinois is in its summer session, MCORE construction has ramped up significantly along Project 1 (Green St., east of Wright St.). So although we have had significant reroutes along Green St. already - with its outright closure, the reroutes are even more significant and long term.

I have been communicating with Senator Bennett about some versions of bills and amendments that have been filed and voted on in the Illinois Senate. In their efforts to craft a new Grand Bargain to find a solution to the budget stalemate, several pretty scary versions of possible funding cuts to Downstate Public Transit have been floated. Senator Bennett has been VERY supportive of us throughout all of this, while at the same time making it clear that there would be some cuts or caps applied to us. Part of the pain that has to be shared in order to get a budget. I will keep board members posted on the progression of these compromise discussions.

#### **BOARD PRIORITIES**

#### **Customer Service**

ISO 9001:2015 – Staff continues to work on merging our existing ISO 14001:2004 (Environmental Sustainability Management System) certification with the upcoming ISO 9001:2015 (Quality Management System) certification. That effort will also update the 14001:2004 to the 14001:2015 standard. The plan is to do a transition audit for the ESMS system to 14001:2015 in September, 2017 and we will hopefully do the initial certification for the 9001:2015 system during the summer of 2018.

#### **Ridership Study**

Unfortunately the University of Illinois student project group was unable to provide any productive product. We will work with the professor over the summer to retool the expectations and try again next year.

#### **Development Efforts**

Illinois Terminal Expansion – Ratio Architects continues to meet with each of the key stakeholders in order to develop budget & funding scenarios, as well as a conceptual plan.

Downtown Urbana Transit Facility – Conversations have continued with property owners of potential sites and project partners to evaluate viability.

#### **Route Analysis**

Though we have not received the contract from IDOT yet, they have informally told us that the grant has been approved. We proactively sent the RFP to their office for pre-bid concurrence so we are awaiting 1) the contract and 2) pre-bid concurrence.

#### **ONGOING PROJECTS**

Staff continues to work on a number of projects including:

- MCORE While construction progresses on Projects 1, 2, & 3; design work has begun for Projects 4, 5, & 6.
- U of I contract negotiation discussions with U of I staff continue.
- Service development for YMCA, Carle at the Fields, and SW Champaign.

Monthly Ridership
Fiscal-Year-to-Date Ridership

	April 2017	Fiscal YTD
Adult Rides	38,434	434,923
School Rides	38,331	356,378
DASH/Senior - E & D Rides	51,194	516,974
U of I Faculty/Staff Rides	38,232	377,579
Annual Pass Rides	76,016	829,645
U of I Student Rides	957,857	8,131,523
All Day Pass Rides	710	8,367
Transfers	12,521	143,455
Saferides Rides	4,835	34,768
Total Unlinked Passenger Rides	1,218,130	10,833,612
Half-Fare Cab Subsidy Rides	1,356	14,335
ADA Rides	8,641	84,629
TOTAL	1,228,127	10,932,576

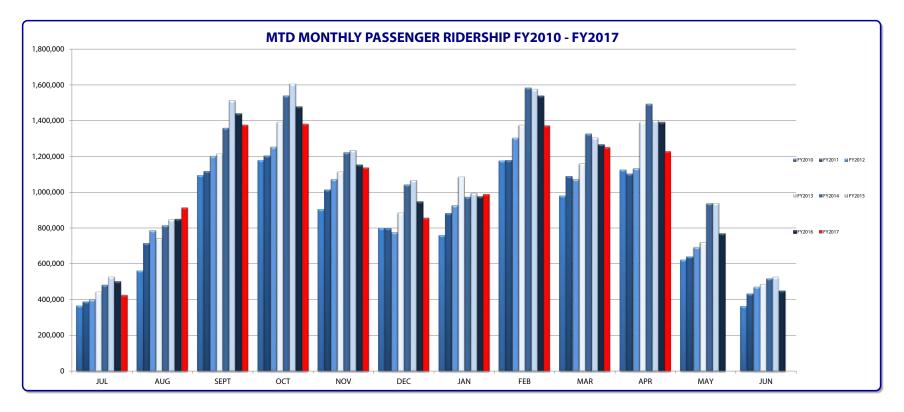
Fiscal-Year-to-Date Ridership Comparison

	Apr-17	Apr-16	% Change	FY17 YTD	FY16 YTD	% Change
Adult Rides	38,434	46,424	-17.2%	434,923	480,566	-9.5%
School Rides	38,331	49,093	-21.9%	356,378	392,667	-9.2%
DASH/Senior - E & D Rides	51,194	54,142	-5.4%	516,974	529,039	-2.3%
U of I Faculty/Staff Rides	38,232	38,538	-0.8%	377,579	379,182	-0.4%
Annual Pass	76,016	91,462	-16.9%	829,645	927,182	-10.5%
U of I Student Rides	957,857	1,078,453	-11.2%	8,131,523	8,539,090	-4.8%
All Day Passes	710	1,176	-39.6%	8,367	10,630	-21.3%
Transfers	12,521	14,446	-13.3%	143,455	152,036	-5.6%
Saferides	4,835	7,283	-33.6%	34,768	44,462	-21.8%
Total Unlinked Passenger Rides	1,218,130	1,381,017	-11.8%	10,833,612	11,454,854	-5.4%
Half-Fare Cab Subsidy Rides	1,356	1,582	-14.3%	14,335	12,067	18.8%
ADA Rides	8,641	8,687	-0.5%	84,629	81,076	4.4%
TOTAL	1,228,127	1,391,286	-11.7%	10,932,576	11,547,997	-5.3%

	Apr-17	Apr-16
Weekdays	20	21
UI Weekdays	20	21
Saturdays	5	5
UI Saturdays	5	5
Sundays	4	4
UI Sundays	4	4
Champaign Schools Days	18	21
Urbana School Days	19	21
Holidays	1	0
Average Temperature	58	52
Total Precipitation	5.74	3.27
Average Gas Price	\$2.30	\$2.03

May 24, 2017 MTD Monthly Passenger Ridership FY2010 - FY2017

_	FY2010	FY2011	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017
JUL	365,289	387,210	401,883	447,178	487,363	529,018	503,481	426,920
AUG	559,380	714,304	787,817	745,337	817,249	848,165	851,098	914,406
SEPT	1,093,712	1,117,050	1,203,512	1,215,967	1,358,928	1,514,019	1,439,491	1,375,803
ост	1,178,063	1,201,806	1,254,804	1,391,576	1,538,309	1,606,340	1,478,275	1,380,990
NOV	905,337	1,011,472	1,073,953	1,115,234	1,223,026	1,236,071	1,153,897	1,137,573
DEC	798,794	797,556	777,617	887,209	1,044,064	1,068,608	949,030	857,837
JAN	757,365	881,575	927,630	1,086,962	975,863	996,469	977,223	989,700
FEB	1,175,703	1,177,828	1,305,142	1,374,653	1,582,330	1,576,687	1,537,540	1,371,778
MAR	979,460	1,089,206	1,073,789	1,160,228	1,327,336	1,305,425	1,266,676	1,251,352
APR	1,123,869	1,101,360	1,134,560	1,392,237	1,492,613	1,402,475	1,391,286	1,228,127
MAY	621,396	638,216	693,620	722,264	939,758	940,147	770,860	
JUN	361,625	431,537	473,304	489,327	522,493	528,360	451,663	



Route Performance Report April 2017

I -								
Weekdays	Passengers	Percent of Group Ridership *	Revenue Hours	Passengers Per Revenue Hour	Revenue Hour Performance Comparison +	Revenue Miles	Passengers Per Revenue Mile	Revenue Mile Performance Comparison +
Daytime Campus Fixed Route	515,900		4,142.0	124.6		44,146.0	11.7	
1 YELLOWhopper	69,621	13.50%	476.6	146.08	1.17	4,896.0	14.22	1.22
10 GOLDhopper	46,219	8.96%	438.0	105.52	0.85	5,632.0	8.21	0.70
12 Teal	76,088	14.75%	585.6	129.93	1.04	6,358.0	11.97	1.02
13 Silver	90,244	17.49%	664.6	135.79	1.09	7,710.0	11.70	1.00
21 Raven	6,921	1.34%	241.6	28.65	0.23	1,990.0	3.48	0.30
22 Illini	226,807	43.96%	1,735.6	130.68	1.05	17,560.0	12.92	1.11
Daytime Community Fixed Route	370,504		10,409.1	35.6		137,369.7	2.7	
1 Yellow	56,429	15.23%	940.0	60.03	1.69	11,814.0	4.78	1.77
2 Red	36,578	9.87%	997.4	36.67	1.03	12,748.0	2.87	1.06
3 Lavender	20,074	5.42%	582.0	34.49	0.97	8,083.9	2.48	0.92
4 Blue	17,497	4.72%	544.0	32.16	0.90	7,280.0	2.40	0.89
5 Green	60,425	16.31%	1,552.5	38.92	1.09	21,100.6	2.86	1.06
5 GREENhopper	33,436	9.02%	671.6	49.79	1.40	8,729.8	3.83	1.42
6 Orange	16,865	4.55%	677.2	24.90	0.70	8,415.2	2.00	0.74
6 ORANGEhopper	7,266	1.96%	117.0	62.10	1.74	1,384.0	5.25	1.95
7 Grey	32,260	8.71%	990.8	32.56	0.91	13,815.2	2.34	0.87
8 Bronze	5,861	1.58%	299.2	19.59	0.55	4,184.2	1.40	0.52
9 Brown	34,314	9.26%	1,506.6	22.78	0.64	14,833.5	2.31	0.86
10 Gold	41,476	11.19%	831.2	49.90	1.40	12,101.4	3.43	1.27
11 Ruby	457	0.12%	107.0	4.27	0.12	2,026.0	0.23	0.08
14 Navy	2,928	0.79%	91.6	31.97	0.90	1,736.0	1.69	0.63
16 Pink	4,638	1.25%	501.0	9.26	0.26	9,118.0	0.51	0.19

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

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

May 04, 2017

Route Performance Report April 2017

Weekdays	Passengers	Percent of Group Ridership *	Revenue Hours	Passengers Per Revenue Hour	Revenue Hour Performance Comparison +	Revenue Miles	Passengers Per Revenue Mile	Revenue Mile Performance Comparison +
Evening Campus Fixed Route	114,800		1,436.4	79.9		14,955.8	7.7	
120 Teal	20,401	17.77%	276.0	73.92	0.92	3,132.0	6.51	0.85
130 Silver	12,824	11.17%	108.6	118.08	1.48	1,305.8	9.82	1.28
220 Illini	81,575	71.06%	1,051.8	77.56	0.97	10,518.0	7.76	1.01
F								
Evening								
Community Fixed Route	50,217		1,705.2	29.4		23,932.5	2.1	
Community	<b>50,217</b> 14,157	28.19%	<b>1,705.2</b> 425.4	<b>29.4</b> 33.28	1.13	<b>23,932.5</b> 5,777.7	<b>2.1</b> 2.45	1.17
Community Fixed Route	14,157	28.19% 17.22%	·		1.13 1.45			1.17 1.54
Community Fixed Route 50 Green	14,157		425.4	33.28		5,777.7	2.45	
Community Fixed Route 50 Green 50 GREENhopper	14,157 8,646	17.22%	425.4 202.6	33.28 42.68	1.45	5,777.7 2,676.0	2.45 3.23	1.54
Community Fixed Route 50 Green 50 GREENhopper 70 Grey	14,157 8,646 6,683	17.22% 13.31%	425.4 202.6 273.2	33.28 42.68 24.46	1.45 0.83	5,777.7 2,676.0 3,902.0	2.45 3.23 1.71	1.54 0.82

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

<sup>+</sup> Performance Comparison shows each Route's Passengers Per Revenue Hour or Mile compared to the Route Group's average.

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

May 04, 2017

**Route Performance Report** 

April 2017

Weekends	Passengers	Percent of Group Ridership *	Revenue Hours	Passengers Per Revenue Hour	Revenue Hour Performance Comparison +	Revenue Miles	Passengers Per Revenue Mile	Revenue Mile Performance Comparison +
Campus Fixed Route	84,892		1,236.5	68.7		16,407.0	5.2	
120 Teal	24,040	28.32%	329.3	72.79	1.06	3,517.4	6.83	1.32
130 Silver	17,933	21.12%	233.2	76.57	1.12	2,501.3	7.17	1.39
220 Illini	42,919	50.56%	674.0	63.58	0.93	10,388.3	4.13	0.80
Community Fixed Route	66,236		2,149.7	30.8		29,790.0	2.2	
20 Red	3,503	5.29%	158.2	22.01	0.71	1,989.5	1.76	0.79
30 Lavender	3,437	5.19%	176.2	19.40	0.63	2,647.0	1.30	0.58
50 Green	14,154	21.37%	348.1	40.54	1.32	4,364.2	3.24	1.46
50 GREENhopper	2,254	3.40%	49.8	44.41	1.44	621.5	3.62	1.63
70 Grey	11,603	17.52%	440.5	26.28	0.85	5,912.4	1.96	0.88
100 Yellow	27,835	42.02%	657.8	42.25	1.37	8,284.2	3.36	1.51
110 Ruby	1,365	2.06%	112.0	12.08	0.39	2,838.0	0.48	0.22
180 Lime	2,085	3.15%	207.2	10.01	0.32	3,133.2	0.67	0.30

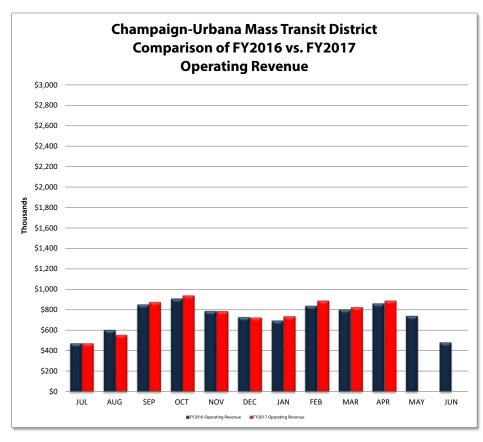
<sup>\*</sup> The Percent of Group Ridership shows how the ridership for the route compares to the group
+ Performance Comparison shows each Route's Passengers Per Revenue Hour or Mile compared to the Route Group's
average. Routes that are continually above 1.5 or below 0.5 may need to be examined as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

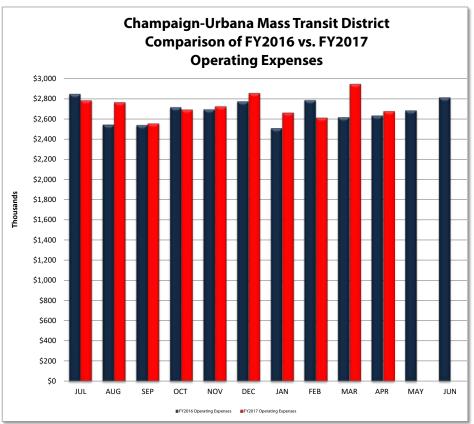
Champaign-Urbana Mass Transit District

Comparison of FY2017 vs FY2016 Revenue and Expenses

May 24, 2017

	JUL	AUG	SEP	ост	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
FY2016 Operating Revenue	\$473,049	\$602,976	\$849,837	\$909,756	\$786,356	\$726,972	\$695,137	\$837,781	\$802,687	\$861,051	\$739,249	\$482,258
FY2017 Operating Revenue	\$474,927	\$558,043	\$876,551	\$938,969	\$787,082	\$725,321	\$737,305	\$889,281	\$825,409	\$888,681		
FY2016 Operating Expenses	\$2,848,493	\$2,544,877	\$2,541,278	\$2,716,857	\$2,696,312	\$2,775,265	\$2,509,492	\$2,787,292	\$2,618,074	\$2,634,538	\$2,685,735	\$2,813,123
FY2017 Operating Expenses	\$2,787,063	\$2,768,438	\$2,557,657	\$2,695,448	\$2,726,674	\$2,859,921	\$2,664,716	\$2,615,167	\$2,950,106	\$2,679,398		
FY2016 Operating Ratio	16.61%	23.69%	33.44%	33.49%	29.16%	26.19%	27.70%	30.06%	30.66%	32.68%	27.53%	17.14%
FY2017 Operating Ratio	17.04%	20.16%	34.27%	34.84%	28.87%	25.36%	27.67%	34.00%	27.98%	33.17%		



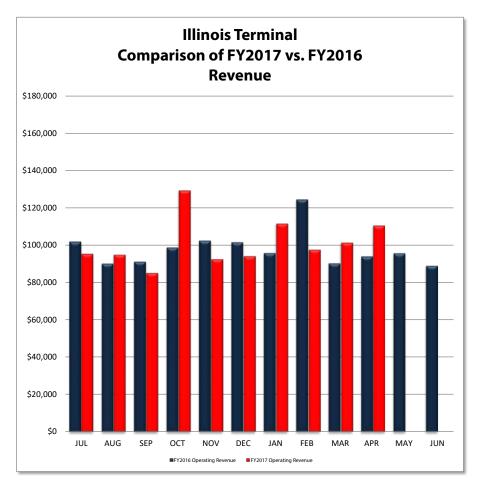


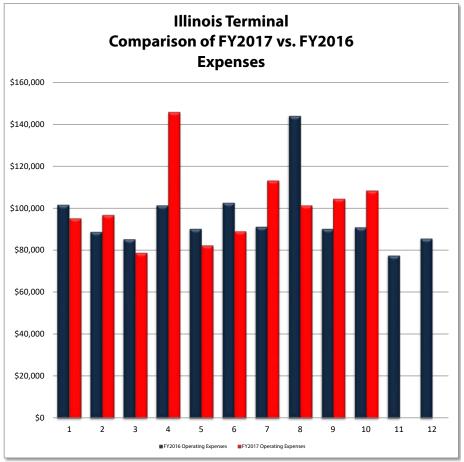
May 24, 2017

Illinois Terminal

Comparison of FY2017 vs FY2016 Revenue and Expenses

	JUL	AUG	SEP	ОСТ	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Last 12 Months
FY2016 Operating Revenue	\$101,981	\$90,271	\$91,264	\$98,879	\$102,509	\$101,605	\$95,841	\$124,492	\$90,337	\$94,031	\$95,734	\$88,991	Revenue
FY2017 Operating Revenue	\$95,557	\$95,109	\$85,255	\$129,422	\$92,638	\$94,275	\$111,695	\$97,696	\$101,439	\$110,623			\$1,198,433
FY2016 Operating Expenses	\$101,756	\$88,858	\$85,356	\$101,479	\$90,306	\$102,741	\$91,247	\$144,088	\$90,305	\$91,002	\$77,556	\$85,641	Expenses
FY2017 Operating Expenses	\$95,173	\$96,774	\$78,703	\$145,807	\$82,286	\$88,969	\$113,240	\$101,343	\$104,502	\$108,325			\$1,178,320
FY2016 Operating Ratio	100.2%	101.6%	106.9%	97.4%	113.5%	98.9%	105.0%	86.4%	100.0%	103.3%	123.4%	103.9%	Ratio
FY2017 Operating Ratio	100.4%	98.3%	108.3%	88.8%	112.6%	106.0%	98.6%	96.4%	97.1%	102.1%			101.7%





Unlinked Passengers/Revenue Vehicle Hour

April 2017 Statistical Summary

HOURS	Apr 2016	Apr 2016 Apr 2017		FY2016 to Date FY2017 to Date		% Change
Passenger Revenue	25,415.57	23,753.11	-6.5%	233,412.89	228,522.91	-2.1%
Vacation/Holiday/Earned Time	5,278.09	5,307.58	0.6%	66,413.39	60,245.56	-9.3%
Non-Revenue	5,798.59	5,166.19	-10.9%	59,836.20	64,995.98	8.6%
TOTAL	36,492.25	34,226.88	-6.21%	359,662.48	353,764.45	-1.64%

REVENUE/EXPENSES	Apr 2016	Apr 2017	% Change	FY2016 to Date	FY2016 to Date	% Change
Operating Revenue	\$861,051.09	\$888,681.14	3.2%	\$7,545,600.02	\$7,701,568.41	2.1%
Operating Expenses	\$2,634,537.85	\$2,679,397.66	1.7%	\$26,672,477.09	\$27,304,587.02	2.4%
Operating Ratio	32.68%	33.17%	1.5%	28.29%	28.21%	-0.3%
Passenger Revenue/Revenue Vehicle Hour	\$27.17	\$29.73	9.4%	\$25.33	\$26.26	3.6%

RIDERSHIP	Apr 2016	Apr 2017	% Change	FY2016 to Date	FY2017 to Date	% Change
Revenue Passenger	1,366,571	1,205,609	-11.8%	11,300,818	10,961,651	-3.0%
Transfers	14,446	12,521	-13.3%	152,036	143,455	-5.6%
Total Unlinked	1,381,017	1,218,130	-11.8%	11,454,854	10,833,612	-5.4%
ADA Riders	8,687	8,641	-0.5%	81,076	84,629	4.4%
Half Fare Cab	1,582	1,356	-14.3%	12,067	14,335	18.8%
TOTAL	1,391,286	1,228,127	-11.73%	11,547,997	10,932,576	-5.33%
PASSENGERS/REVENUE HOUR	Apr 2016	Apr 2017	% Change	FY2016 to Date	FY2017 to Date	% Change

51.28

-5.6%

49.08

47.41

-3.4%

54.34

Fiscal Year: 2017	Period 10		Division:	00 Champaign Urbana Mass Transit District			As of: 05	/19/2017
April 2017	Budget This Period	April 2016	Act/Bgt Var %		2017 YTD	July Thru Apr Budget YTD	il 2016 YTD	Act/Bgt Var %
				4000000000 * * * * R E V E N U E * * * *				
				4000000099 ** TRANSPORTATION REVENUE				
				4010000000 * PASSENGER FARES				
51,533.12	62,500.00	58,129.04	-17.55%	4010100000 FULL ADULT FARES	603,741.82	625,000.00	615,987.19	-3.40
1,418.00	1,666.67	928.00	-14.92%	4010300000 STUDENT FARES	12,466.00	16,666.70	14,325.00	-25.20
0.00	0.00	0.00	0.00%	4010700000 FARE REFUNDS	-135.00	0.00	-61.50	-100.00
15,236.75	21,666.67	18,271.00	-29.68%	4010800000 ANNUAL PASS REVENUE	154,925.24	216,666.70	180,603.00	-28.50
6,602.25	8,333.33	7,622.04	-20.77%	4011000000 HALF FARE CAB	67,270.87	83,333.30	53,456.71	-19.27
3,538.00	4,291.67	3,112.00	-17.56%	4011100000 ADA TICKETS & FARES	34,735.01	42,916.70	32,609.50	-19.06
78,328.12	98,458.34	88,062.08	-20.45%	4019900099 * TOTAL PASSENGER FARES	873,003.94	984,583.40	896,919.90	-11.33
627,738.49	601,400.00	602,478.14	4.38%	4020300000 U OF I CAMPUS SERVICE	5,126,869.01	4,891,200.00	5,016,540.31	4.82
19,560.91	17,916.67	18,903.00	9.18%	4020500000 ADA - U I & DSC CONTRACTS	195,609.10	179,166.70	189,030.00	9.18
59,271.00	52,217.00	56,642.00	13.51%	4030100000 SCHOOL SERVICE FARES	474,333.00	417,736.00	452,436.00	13.55
2,727.78	0.00	2,774.93	100.00%	4060100000 I.T. COMMISSIONS	28,281.56	0.00	36,147.61	100.00
28,601.61	20,416.67	24,167.35	40.09%	4060300000 ADVERTISING REVENUE	279,881.01	204,166.70	252,457.10	37.08
816,227.91	790,408.68	793,027.50	3.27%	4069900099 ** TOTAL TRANSPORTATION REVEN	6,977,977.62	6,676,852.80	6,843,530.92	4.51
				4070000000 ** NON - TRANSPORTATION REVENU				
-448.34	0.00	-3,839.44	-100.00%	4070100000 SALE OF MAINTENANCE SERVICES	20,318.67	0.00	11,544.28	100.00
0.00	0.00	0.00	0.00%	4070200000 RENTAL OF REVENUE VEHICLES	0.00	0.00	0.00	0.00
39,886.37	35,416.67	35,902.80	12.62%	4070300000 BUILDING RENTAL - IL TERMINAL	361,728.89	354,166.70	349,313.67	2.14
19,292.16	20,833.33	21,368.21	-7.40%	4070300002 BUILDING RENTAL - 801 & 1101	222,267.43	208,333.30	209,675.57	6.69
8,208.68	1,666.67	9,238.42	392.52%	4070400000 INVESTMENT INCOME	65,831.92	16,666.70	55,440.05	294.99
4,680.54	0.00	1,569.94	100.00%	4070400002 +/ - FAIR VALUE OF INVESTMENT	-26,500.01	0.00	12,280.54	-100.00
-85.00	0.00	-1.00	-100.00%	4070800000 OVER OR SHORT	-46.99	0.00	35.00	-100.00
0.00	0.00	0.00	0.00%	4079800000 GAIN ON FIXED ASSET DISPOSAL	42,357.65	0.00	22,718.56	100.00
918.82	0.00	3,784.66	100.00%	4079900001 OTHER NONTRANS. REVENUES	37,633.23	0.00	41,061.43	100.00
72,453.23	57,916.67	68,023.59	25.10%	4079900099 ** TOTAL NON - TRANSPORTATION R	723,590.79	579,166.70	702,069.10	24.94
888,681.14	848,325.35	861,051.09	4.76%	4079999999 *** TOTAL TRANS & NON - TRANS RE	7,701,568.41	7,256,019.50	7,545,600.02	6.14

iscal Year: 2017	Period 10		Division:	00 Champaign Urbana Mass Transit District			As of: 05	/19/2017
A	Budget	A!! 0040	Act/Bgt Var %		0047 VTD	July Thru Ap		Act/Bgt
April 2017	This Period	April 2016	¥ 41 /0		2017 YTD	Budget YTD	2016 YTD	Var %
				4080000000 ** TAXES LEVIED DIRECTLY				
637,671.25	616,666.67	601,576.65	3.41%	4080100000 PROPERTY TAX REVENUE	6,376,712.50	6,166,666.70	6,015,766.50	3.419
0.00	0.00	0.00	0.00%	4080100001 PROPERTY TAX - UNCOLLECTIBLE R	0.00	0.00	0.00	0.009
55,116.10	33,841.50	-26,453.83	62.87%	4080600000 REPLACEMENT TAX REVENUE	157,916.70	137,643.00	66,996.37	14.739
0.00	0.00	9,724.58	0.00%	4089900001 MISCELLANEOUS PROPERTY TAXES	19,747.66	0.00	24,033.92	100.009
				4110000000 ** STATE GRANTS & REIMBURSEMEN				
1,733,347.40	2,061,944.02	1,664,672.38	-15.94%	4110100000 OPERATING ASSISTANCE - STATE	17,956,923.12	22,519,736.08	17,087,080.26	-20.26°
0.00	0.00	570,200.17	0.00%	4111000000 CAPITAL GRANTS - STATE	1,053,311.34	0.00	2,782,541.84	100.00
0.00	0.00	0.00	0.00%	4111000001 CAPITAL GRANTS - STATE - PASS TH	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00%	4112000000 COUNTY REIMBURSEMENTS	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00%	4119900000 STATE REIMBURSEMENTS	7,287.55	0.00	8,552.45	100.00
0.00	0.00	0.00	0.00%	4119900001 STATE REIMB - PASS THRU'S	-7,287.55	0.00	-8,552.45	-100.00
				4130000000 ** FEDERAL GRANTS & REIMBURSEM				
0.00	0.00	0.00	0.00%	4130100000 OPERATING ASSISTANCE - FEDERAL	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00%	4130500000 CAPITAL GRANTS - FEDERAL	9,745,255.34	0.00	222,579.99	100.00
-4,807.74	0.00	-8,729.29	-100.00%	4130600000 FEDERAL GRANT PASS THROUGH \$'	-33,503.52	0.00	-8,729.36	-100.00
0.00	0.00	0.00	0.00%	4139900000 FEDERAL REIMBURSEMENTS	0.00	0.00	0.00	0.00
3,310,008.15	3,560,777.54	3,672,041.75	-7.04%	4999900099 **** TOTAL REVENUE ****	42,977,931.55	36,080,065.28	33,735,869.54	19.12

Fiscal Year: 2017	Period 10		Division:	00 Champaign Urbana Mass Transit District			As of: 05	/19/2017
April 2017	Budget This Period	April 2016	Act/Bgt Var %		2017 YTD	July Thru Apri Budget YTD	I 2016 YTD	Act/Bgt Var %
				5000000000 **** EXPENSES ***				
				5010000000 ** LABOR				
739,683.15	711,920.00	756,361.59	3.90%	5010101000 OPERATORS WAGES	7,249,368.23	7,359,440.00	7,143,523.19	-1.50%
90,936.91	105,170.00	92,432.62	-13.53%	5010204000 MECHANICS WAGES - MAINT	900,130.72	1,087,580.00	897,460.25	-17.24
46,356.38	60,675.00	46,088.97	-23.60%	5010304000 MAINTENANCE WAGES - MAINT	491,622.18	627,450.00	510,563.54	-21.65
81,176.65	93,416.67	82,450.74	-13.10%	5010401000 SUPERVISORS SALARIES - OPS	840,657.86	934,166.70	864,343.91	-10.01
13,776.56	24,270.00	15,911.56	-43.24%	5010404000 SUPERVISORS SALARIES - MAINT	164,794.71	250,980.00	172,396.94	-34.34
52,869.91	63,021.10	53,033.17	-16.11%	5010501000 OVERHEAD SALARIES - OPS	579,675.75	651,711.40	625,966.73	-11.05
21,349.70	20,629.50	17,222.06	3.49%	5010504000 OVERHEAD SALARIES - MAINT	212,115.45	213,333.00	181,819.93	-0.57
82,767.62	87,500.00	71,680.95	-5.41%	5010516000 OVERHEAD SALARIES - G&A	771,559.08	875,000.00	770,961.37	-11.82
6,715.80	9,166.67	7,544.00	-26.74%	5010516200 OVERHEAD SALARIES - IT	78,658.82	91,666.70	84,580.12	-14.19
18,918.68	22,916.67	21,404.67	-17.45%	5010601000 CLERICAL WAGES - OPS	230,243.30	229,166.70	200,643.87	0.47
4,891.87	3,750.00	3,528.21	30.45%	5010604000 CLERICAL WAGES - MAINT	49,927.44	37,500.00	36,626.18	33.14
18,716.04	25,000.00	19,307.42	-25.14%	5010616000 CLERICAL WAGES - G&A	203,745.04	250,000.00	206,545.81	-18.50
6,591.40	12,083.33	6,062.22	-45.45%	5010616200 CLERICAL WAGES - IT	67,676.91	120,833.30	103,878.14	-43.99
10,299.90	12,083.33	10,695.84	-14.76%	5010716200 SECURITY WAGES - IT	102,596.98	120,833.30	107,767.51	-15.09
-2,045.30	0.00	-6,179.23	-100.00%	5010801000 LABOR CREDIT - OPS	-34,482.82	0.00	-38,722.78	-100.00
-3,785.59	0.00	-3,551.67	-100.00%	5010804000 LABOR CREDIT - MAINT	-36,587.20	0.00	-37,164.32	-100.00
-2,860.52	0.00	-640.02	-100.00%	5010806000 LABOR CREDIT - G&A	-11,632.34	0.00	-10,137.41	-100.00
10,609.55	10,416.67	10,468.45	1.85%	5010816200 MAINTENANCE WAGES - IT	110,716.84	104,166.70	97,785.08	6.29
1,196,968.71	1,262,018.94	1,203,821.55	-5.15%	5019999000 ** TOTAL LABOR	11,970,786.95	12,953,827.80	11,918,838.06	-7.59
				5020000000 ** FRINGE BENEFITS				
74,476.48	80,900.00	76,974.52	-7 94%	5020101000 FICA - OPS	780,210.33	836,600.00	782,201.31	-6.74
15,873.97	16,989.00	14,764.31		5020104000 FICA - MAINT	168,119.72	175,686.00	162,503.00	-4.31
6,948.60	8,090.00	6,106.04		5020116000 FICA - G&A	59,306.88	83,660.00	62,196.93	-29.11
2,705.29	3,721.40	2,646.76		5020116200 FICA - IT	27,927.39	38,483.60	32,614.15	-27.43
119,279.22	157,755.00	120,617.90		5020201000 IMRF - OPS	1,444,726.25	1,631,370.00	1,493,979.50	-11.44
25,337.57	46,517.50	27,661.04		5020204000 IMRF - MAINT	317,499.30	481,045.00	424,906.15	-34.00
12,007.00	16,666.67	10,794.87		5020216000 IMRF - G&A	120,578.52	166,666.66	127,899.60	-27.65
4,330.12	6,714.70	4,430.74		5020216200 IMRF - IT	47,448.56	69,437.80	113,168.41	-31.67
226,013.21	216,666.67	201,384.68		5020301000 MEDICAL INSURANCE - OPS	2,249,082.87	2,166,666.70	2,016,270.37	3.80
47,734.16	50,833.33	42,703.97		5020304000 MEDICAL INSURANCE - MAINT	492,758.41	508,333.30	466,440.39	-3.06
30,086.82	18,750.00	17,803.30		5020316000 MEDICAL INSURANCE - G&A	209,921.36	187,500.00	163,102.62	11.96
13,119.32	11,250.00	12,988.16		5020316200 MEDICAL INSURANCE - IT	125,160.40	112,500.00	118,874.97	11.25
0.00	0.00	-9,616.68		5020401000 DENTAL INSURANCE - OPS	0.00	0.00	0.00	0.00
0.00	0.00	-9,010.00	0.0070	002070 1000 DENTAL INCONANCE - OFO	0.00	0.00	0.00	0.00

Fiscal Year: 2017	Period 10		Division:	00 Champaign Urbana Mass Transit District			As of: 05	/19/2017
April 2017	Budget This Period	April 2016	Act/Bgt Var %		2017 YTD	July Thru April Budget YTD	2016 YTD	Act/Bgt Var %
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%
5,282.78	3,333.33	6,558.41	58.48%	5020501000 LIFE INSURANCE - OPS	26,245.00	33,333.30	34,009.43	-21.26%
1,563.75	1,000.00	1,358.68	56.38%	5020504000 LIFE INSURANCE - MAINT	6,440.05	10,000.00	7,911.80	-35.60%
573.30	250.00	-574.80	129.32%	5020516000 LIFE INSURANCE - G&A	4,144.80	2,500.00	2,221.30	65.79%
168.82	0.00	125.78	100.00%	5020516200 LIFE INSURANCE - IT	973.41	0.00	1,301.91	100.00%
0.00	12,500.00	0.00	-100.00%	5020701000 UNEMPLOYMENT INSURANCE - OPS	27,146.17	37,500.00	30,493.46	-27.61%
0.00	3,000.00	0.00	-100.00%	5020704000 UNEMPLOYMENT INSURANCE - MAIN	5,838.32	9,000.00	6,177.80	-35.13%
0.00	750.00	0.00	-100.00%	5020716000 UNEMPLOYMENT INSURANCE - G&A	1,845.12	2,250.00	2,377.95	-17.99%
0.00	750.00	0.00	-100.00%	5020716200 UNEMPLOYMENT INSURANCE - IT	1,209.40	2,250.00	1,850.15	-46.25%
44,933.52	25,000.00	10,572.44	79.73%	5020801000 WORKERS COMP INSURANCE - OPS	100,291.11	250,000.00	-87,407.54	-59.88%
3,895.22	25,000.00	16,967.45	-84.42%	5020804000 WORKERS COMP INSURANCE - MAIN	162,668.18	250,000.00	306,765.19	-34.93%
333.50	250.00	255.69	33.40%	5020816000 WORKERS COMP INSURANCE - G&A	3,530.93	2,500.00	2,493.28	41.24%
2,592.50	2,083.33	2,435.43	24.44%	5020816200 WORKERS COMP INSURANCE - IT	83,966.06	20,833.30	24,628.79	303.04%
12,718.16	0.00	0.00	100.00%	5021001000 HOLIDAYS - OPS	122,254.00	167,456.16	131,294.72	-26.99%
3,510.00	0.00	0.00	100.00%	5021004000 HOLIDAYS - MAINT	32,441.44	33,407.40	36,425.20	-2.89%
363.12	0.00	0.00	100.00%	5021016200 HOLIDAYS - IT	3,215.68	0.00	3,949.28	100.00%
11,480.08	25,746.56	21,825.82	-55.41%	5021101000 VACATIONS - OPS	387,926.02	466,771.34	402,704.27	-16.89%
10,269.64	5,779.20	6,052.80	77.70%	5021104000 VACATIONS - MAINT	98,169.64	104,773.80	110,713.28	-6.30%
0.00	0.00	0.00	0.00%	5021116000 VACATION - G&A	356.96	0.00	0.00	100.00%
1,373.60	0.00	652.80	100.00%	5021116200 VACATIONS - IT	6,410.16	0.00	3,682.96	100.00%
2,399.76	3,191.67	7,208.80	-24.81%	5021201000 OTHER PAID ABSENCES - OPS	90,237.95	31,916.70	68,423.80	182.73%
1,667.60	750.00	526.64	122.35%	5021204000 OTHER PAID ABSENCES - MAINT	13,257.22	7,500.00	4,135.68	76.76%
0.00	0.00	0.00	0.00%	5021216200 OTHER PAID ABSENCES - IT	108.24	0.00	596.70	100.00%
1,500.64	0.00	2,056.55	100.00%	5021301000 UNIFORM ALLOWANCES - OPS	21,367.16	37,494.60	27,707.08	-43.01%
513.14	1,916.67	767.72	-73.23%	5021304000 UNIFORM ALLOWANCES - MAINT	8,978.53	19,166.70	11,974.00	-53.16%
115.08	250.00	152.89	-53.97%	5021316200 UNIFORM ALLOWANCES - IT	1,698.35	2,500.00	2,878.39	-32.07%
882.68	1,666.67	890.39	-47.04%	5021401000 OTHER FRINGE BENEFITS - OPS	12,728.54	16,666.70	10,789.10	-23.63%
138.19	666.67	1,325.95	-79.27%	5021404000 OTHER FRINGE BENEFITS - MAINT	8,594.04	6,666.70	4,679.36	28.91%
846.47	3,916.67	824.58	-78.39%	5021416000 OTHER FRINGE BENEFITS - G&A	18,282.29	39,166.70	15,248.69	-53.32%
46.97	2,833.33	44.58	-98.34%	5021416200 OTHER FRINGE BENEFITS - IT	894.70	28,333.30	3,229.02	-96.84%
113,226.26	127,866.80	110,612.69	-11.45%	5021501000 EARNED TIME - OPS	1,236,734.29	1,481,678.44	1,258,214.59	-16.53%
17,604.36	13,797.00	11,024.93	27.60%	5021504000 EARNED TIME - MAINT	187,569.01	159,875.10	152,146.68	17.32%
1,144.10	0.00	1,233.73	100.00%	5021516200 EARNED TIME - IT	12,466.96	0.00	12,805.37	100.00%
0.00	0.00	0.00	0.00%	5021604000 TOOL ALLOWANCE - MAINT	9,614.31	11,738.40	11,216.06	-18.10%
4,458.18	3,191.67	5,714.14	39.68%	5021701000 DISABILITY - OPS	48,951.60	31,916.70	24,742.10	53.37%
0.00	333.33	0.00	-100.00%	5021704000 DISABILITY - MAINT	6,779.34	3,333.30	1,624.55	103.38%
0.00	0.00	0.00	0.00%	5021716200 DISABILITY - IT	243.54	0.00	0.00	100.00%
0.00	0.00	0.00	0.00%	5021801000 WORKERS COMP - PAYROLL - OPS	118.50	0.00	98.65	100.00%

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0.00	0.00	0.00	0.00%	5021804000 WORKERS COMP - PAYROLL - MAINT	-44.35	0.00	3,607.04	-100.00%
0.00	0.00	0.00	0.00%	5021816200 WORKERS COMP - PAYROLL - IT	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5022001000 EARLY RETIREMENT PLAN - OPS	147,558.00	0.00	0.00	100.00%
-54,441.00	0.00	0.00	-100.00%	5022004000 EARLY RETIREMENT PLAN - MAINT	-108,188.00	0.00	0.00	-100.00%
0.00	0.00	0.00	0.00%	5022016000 EARLY RETIREMENT PLAN - G&A	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5022016200 EARLY RETIREMENT PLAN - IT	0.00	0.00	0.00	0.00%
767,072.18	900,677.17	737,873.70	-14.83%	5029999900 ** TOTAL FRINGE BENEFITS	8,835,762.66	9,728,477.70	8,599,867.49	-9.18%
				5030000000 ** SERVICES				
23,285.11	54,166.67	11,833.76	-57.01%	5030316000 PROFESSIONAL SERVICES - G&A	312,821.22	541,666.70	191,559.88	-42.25%
0.00	416.67	0.00		5030316200 PROFESSIONAL SERVICES - IT	662.79	4,166.70	62.50	-84.09%
0.00	0.00	0.00	0.00%	5030316300 PROFESSIONAL SERVICES - IT - NON	90.00	0.00	187.50	100.00%
9,455.03	0.00	60,156.14	100.00%	5030316400 PROFESSIONAL SERVICES - G&A - N	96,398.71	0.00	471,499.67	100.00%
0.00	0.00	0.00	0.00%	5030404000 TEMPORARY HELP - MAINT	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5030416000 TEMPORARY HELP - G&A	0.00	0.00	0.00	0.00%
531.69	0.00	679.90	100.00%	5030501000 CONTRACT MAINTENANCE - OPS	3,414.41	0.00	1,710.99	100.00%
3,521.77	10,000.00	7,993.20	-64.78%	5030504000 CONTRACT MAINTENANCE - MAINT	66,634.92	100,000.00	88,420.28	-33.37%
34,058.82	32,916.67	33,908.82	3.47%	5030516000 CONTRACT MAINTENANCE - G&A	368,704.65	329,166.70	326,863.90	12.01%
2,155.35	3,333.33	3,334.65	-35.34%	5030516200 CONTRACT MAINTENANCE - IT	33,972.59	33,333.30	37,464.37	1.92%
0.00	0.00	0.00	0.00%	5030516300 CONTRACT MAINTENANCE - IT - NON	569.20	0.00	0.00	100.00%
0.00	0.00	0.00	0.00%	5030604000 CUSTODIAL SERVICES - MAINT	1,800.00	0.00	0.00	100.00%
4,465.07	6,250.00	4,706.08	-28.56%	5030801000 PRINTING SERVICES - OPS	39,268.74	62,500.00	44,736.28	-37.17%
118.00	83.33	0.00	41.61%	5030804000 PRINTING SERVICES - MAINT	1,165.00	833.30	1,433.79	39.81%
150.98	0.00	0.00	100.00%	5030816000 PRINTING SERVICES - G&A	1,239.61	0.00	716.81	100.00%
0.00	0.00	197.00	0.00%	5030816200 PRINTING SERVICES - IT	0.00	0.00	303.78	0.00%
0.00	0.00	0.00	0.00%	5030816300 PRINTING SERVICES - IT - NON REIM	0.00	0.00	465.00	0.00%
667.22	2,083.33	1,250.75	-67.97%	5039901000 OTHER SERVICES - OPS	14,520.03	20,833.30	16,685.84	-30.30%
0.00	416.67	0.00	-100.00%	5039904000 OTHER SERVICES - MAINT	0.00	4,166.70	600.49	-100.00%
1,098.00	4,166.67	2,487.74	-73.65%	5039916000 OTHER SERVICES - G&A	22,895.26	41,666.70	33,726.36	-45.05%
217.99	416.67	217.99	-47.68%	5039916200 OTHER SERVICES - IT	2,419.90	4,166.70	2,941.34	-41.92%
776.60	0.00	839.20	100.00%	5039916300 OTHER SERVICES - IT - NON REIMB	4,675.97	0.00	4,176.81	100.00%
0.00	0.00	45.00	0.00%	5039916400 OTHER SERVICES - G&A - NON REIM	0.00	0.00	45.00	0.00%
80,501.63	114,250.01	127,650.23	-29.54%	5039999900 ** TOTAL SERVICES	971,253.00	1,142,500.10	1,223,600.59	-14.99%

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				5039999999 * * * * EXPENSES * * *				
				5040000000 ** MATERIALS & SUPPLIES CONSUM				
113,396.55	208,725.00	97,210.30	-45.67%	5040101000 FUEL & LUBRICANTS - OPS	1,085,328.31	2,187,625.00	1,018,653.65	-50.39%
8,195.40	13,808.00	7,811.24	-40.65%	5040104000 FUEL & LUBRICANTS - MAINT	78,355.41	129,296.00	73,115.54	-39.40%
13,526.78	11,629.80	12,893.44	16.31%	5040201000 TIRES & TUBES - OPS - MB DO	119,586.03	98,519.40	109,234.15	21.38%
323.36	667.80	927.24	-51.58%	5040204000 TIRES & TUBES - MAINT - DR DO	4,327.70	8,307.90	8,525.37	-47.91%
323.36	0.00	0.00	100.00%	5040206000 TIRES & TUBES - NON REVENUE VEH	516.99	0.00	3,760.42	100.00%
1,095.74	3,333.33	2,906.90	-67.13%	5040304000 GARAGE EQUIPMENT - REPAIRS - MA	25,775.59	33,333.30	24,943.28	-22.67%
16,060.91	7,500.00	5,007.00	114.15%	5040404000 BLDG & GROUND REPAIRS - MAINT -	78,861.47	75,000.00	60,678.75	5.15%
1,510.55	0.00	1,847.56	100.00%	5040404001 BLDG & GROUND REPAIRS - MAINT -	20,221.29	0.00	29,133.10	100.00%
29,135.98	9,583.33	11,408.09	204.03%	5040416200 BLDG & GROUND REPAIRS - IT	139,058.91	95,833.30	61,900.19	45.11%
420.48	0.00	1,407.35	100.00%	5040416300 BLDG & GROUND REPAIRS - IT - NON	15,088.20	0.00	17,759.14	100.00%
0.00	4,166.67	0.00	-100.00%	5040416400 BLDG & GROUND REPAIRS - G&A - N	0.00	41,666.70	0.00	-100.00%
-6,980.00	0.00	-2,371.02	-100.00%	5040500001 REVENUE VEHICLE REPAIRS - CORE	-36,593.00	0.00	-33,246.41	-100.00%
135,116.01	145,833.33	129,428.86	-7.35%	5040504000 REVENUE VEHICLES - REPAIRS	1,207,884.02	1,458,333.30	1,114,262.29	-17.17%
3,625.83	2,083.33	1,803.49	74.04%	5040604000 NON REVENUE VEHICLES - REPAIRS	15,739.57	20,833.30	11,751.86	-24.45%
5,165.62	4,750.00	2,216.21	8.75%	5040704000 SERVICE SUPPLIES - MAINT	39,457.67	47,500.00	28,482.19	-16.93%
1,403.94	2,333.33	1,287.59	-39.83%	5040716200 SERVICE SUPPLIES - IT	17,004.23	23,333.30	20,511.76	-27.12%
1,417.44	2,583.33	1,052.24	-45.13%	5040801000 OFFICE SUPPLIES - OPS	15,491.83	25,833.30	16,840.75	-40.03%
631.05	2,500.00	1,395.16	-74.76%	5040804000 OFFICE SUPPLIES - MAINT	7,916.15	25,000.00	8,087.82	-68.34%
1,648.30	2,500.00	2,417.94	-34.07%	5040816000 OFFICE SUPPLIES - G&A	6,898.60	25,000.00	12,185.26	-72.41%
213.13	500.00	170.97		5040816200 OFFICE SUPPLIES - IT	3,089.51	5,000.00	2,467.55	-38.21%
436.04	0.00	886.03	100.00%	5040901000 COMPUTER & SERVER - MISC EXP'S -	14,220.18	0.00	6,205.85	100.00%
292.50	0.00	255.63	100.00%	5040904000 COMPUTER & SERVER - MISC EXP'S -	4,979.00	0.00	3,631.12	100.00%
12,440.77	0.00	3,029.96	100.00%	5040916000 COMPUTER & SERVER - MISC EXP'S -	27,245.13	0.00	20,851.61	100.00%
0.00	0.00	65.62	0.00%	5040916200 COMPUTER & SERVER - MISC EXP'S -	547.78	0.00	2,199.97	100.00%
9,222.00	0.00	0.00	100.00%	5041001000 SAFETY & TRAINING	24,209.70	0.00	9,164.66	100.00%
0.00	0.00	0.00		5041004000 SAFETY & TRAINING - MAINT	1,139.99	0.00	0.00	100.00%
5,817.69	5,833.33	222.51	-0.27%	5041104000 PASSENGER SHELTER - REPAIRS	57,675.11	58,333.30	45,903.61	-1.13%
25,859.10	1,666.67			5041201000 SMALL TOOLS & EQUIP - OPS	40,407.66	16,666.70	23,922.36	142.45%
4,419.85	3,333.33	485.55		5041204000 SMALL TOOLS & EQUIP - MAINT	18,849.45	33,333.30	15,959.68	-43.45%
497.84	1,666.67	0.00		5041216000 SMALL TOOLS & EQUIP - G&A	7,424.47	16,666.70	1,377.46	-55.45%
4,347.39	1,666.67	441.04		5041216200 SMALL TOOLS & EQUIP - IT	5,699.87	16,666.70	8,555.04	-65.80%
0.00	0.00	0.00		5041216300 SMALL TOOLS & EQUIP - IT - NON REI	2,946.61	0.00	3,270.00	100.00%
0.00	0.00	0.00		5041216400 SMALL TOOLS & EQUIP - G&A - NON	0.00	0.00	0.00	0.00%
0.00	0.00	0.00		5041304000 FAREBOX REPAIRS	0.00	0.00	0.00	0.00%
6,665.65	0.00	2,934.40		5041404000 CAD/AVL, CAMERA, RADIO REPAIRS -	46,984.04	0.00	33,119.71	100.00%
528.92	0.00	1,242.10		5041504000 ADA VEHICLE - REPAIRS - MAINT	23,918.19	0.00	36,164.83	100.00%

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396,758.18	436,663.92	288,813.40	-9.14%	5049999900 ** TOTAL MATERIAL & SUPPLIES	3,120,255.66	4,442,081.50	2,799,372.56	-29.76%
23,718.36	31,260.00	28,474.67	-24.13%	5050216000 ** UTILITIES - G&A	267,708.70	243,690.00	221,971.80	9.86%
4,493.34	9,460.50	6,715.54	-52.50%	5050216200 ** UTILITIES - IT	63,816.82	88,483.50	62,801.38	-27.88%
2,259.48	4,086.00	3,417.10	-44.70%	5050216300 ** UTILITIES - IT - NON REIMB	31,305.44	37,876.50	31,689.60	-17.35%
30,471.18	44,806.50	38,607.31	-31.99%	5059999900 **TOTAL UTILITIES	362,830.96	370,050.00	316,462.78	-1.95%
				5060000000 ** CASUALTY & LIABILITY COSTS				
3,720.74	3,750.00	3,798.97	-0.78%	5060104000 PHYSICAL DAMAGE PREMIUMS - MAI	40,154.76	37,500.00	37,989.70	7.089
0.00	0.00	0.00	0.00%	5060116200 PHYSICAL DAMAGE PREMIUMS - IT	0.00	0.00	0.00	0.00
-398.00	-2,083.33	-1,829.94	-80.90%	5060204000 PHYSICAL DAMAGE RECOVERIES - M	-43,257.59	-20,833.30	-17,367.99	107.64
31,639.31	39,166.67	33,091.62	-19.22%	5060316000 PL & PD INSURANCE PREMIUMS - G&	317,881.90	391,666.70	330,846.67	-18.84
0.00	0.00	0.00	0.00%	5060316200 PL & PD INSURANCE PREMIUMS - IT	0.00	0.00	0.00	0.00
38,995.38	39,583.33	37,807.36	-1.49%	5060416000 UNINSURED PL & PD PAYOUTS - G&A	375,837.78	395,833.30	388,738.98	-5.05
2,274.85	0.00	2,322.68	100.00%	5060816000 UNINSURED PL & PD PAYOUTS - G&A	22,748.50	0.00	23,226.80	100.00
76,232.28	80,416.67	75,190.69	-5.20%	5069999900 ** TOTAL CASUALTY & LIABILITY	713,365.35	804,166.70	763,434.16	-11.29
				5070000000 ** TAXES				
0.00	0.00	0.00	0.00%	5070316000 PROPERTY TAXES	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00%	5070401000 VEHICLE LICENSING FEES - OPS	1,856.00	0.00	0.00	100.00
0.00	0.00	0.00	0.00%	5070416000 VEHICLE LICENSING FEES - G&A	0.00	0.00	52.00	0.00
3,015.94	2,750.00	3,764.57	9.67%	5070501000 FUEL TAX	32,718.18	27,500.00	32,976.10	18.98
3,015.94	2,750.00	3,764.57	9.67%	5079999900 ** TOTAL TAXES	34,574.18	27,500.00	33,028.10	25.729

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				5080100000 ** PURCHASED TRANSPORTATION				
13,204.50	14,583.33	15,244.08	-9.45%	5080116000 CABS	134,541.74	145,833.30	112,530.42	-7.74°
49,146.83	47,916.67	47,267.33	2.57%	5080216000 ADA CONTRACTS	491,468.30	479,166.70	472,673.30	2.579
62,351.33	62,500.00	62,511.41	-0.24%	5089999900 **TOTAL PURCHASED TRANSPORTA	626,010.04	625,000.00	585,203.72	0.169
				5090000000 ** MISCELLANEOUS EXPENSES				
4,619.21	5,333.33	8,506.15	-13.39%	5090116000 DUES & SUBSCRIPTIONS - G&A	61,644.60	53,333.30	55,710.80	15.58
4,943.75	6,666.67	6,625.29	-25.84%	5090216000 TRAVEL & MEETINGS - G&A	50,834.90	66,666.70	52,370.68	-23.75
0.00	0.00	0.00	0.00%	5090716000 BAD DEBT EXPENSE	0.00	0.00	0.00	0.00
12,474.62	14,583.33	26,294.02	-14.46%	5090816000 ADVERTISING EXPENSES - G&A	155,281.47	145,833.30	157,729.04	6.48
0.00	0.00	0.00	0.00%	5090816200 ADVERTISING EXPENSES - IT	0.00	0.00	0.00	0.00
0.00	708.33	0.00	-100.00%	5090916000 TRUSTEE COMPENSATION	2,050.00	7,083.30	1,800.00	-71.06
83.52	2,166.67	1,066.10	-96.15%	5091016000 POSTAGE	3,627.33	21,666.70	5,344.41	-83.26
0.00	0.00	0.00	0.00%	5091516000 LOSS/DISPOSAL FIXED ASSETS	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00%	5091616000 ADVERTISING SERVICES EXPENSE	0.00	0.00	0.00	0.00
1,435.00	0.00	0.00	100.00%	5091716000 SUBSTANCE ABUSE PROGRAM	18,664.72	0.00	7,394.10	100.00
1,433.50	1,666.67	960.76	-13.99%	5099901000 OTHER MISC EXPENSES - OPS	10,016.39	16,666.70	13,910.00	-39.90
154.64	833.33	1,970.29	-81.44%	5099904000 OTHER MISC EXPENSES - MAINT	4,398.04	8,333.30	6,124.21	-47.22
9,863.14	7,541.67	-118.66	30.78%	5099916000 OTHER MISC EXPENSES - G&A	38,492.23	75,416.70	10,794.38	-48.96°
646.64	1,666.67	0.00	-61.20%	5099916200 OTHER MISC EXPENSES - IT	4,380.20	16,666.70	2,369.86	-73.72
239.80	416.67	179.00	-42.45%	5099916300 OTHER MISC EXPENSES - IT - NON R	913.02	4,166.70	2,454.13	-78.09
-44.04	0.00	9,289.57	-100.00%	5099916400 OTHER MISC EXPENSES - G&A - NON	9,305.80	0.00	-130,517.56	100.00
0.00	0.00	0.00	0.00%	5099926000 UNALLOCATED EXPENSES	0.00	0.00	0.00	0.00
35,849.78	41,583.34	54,772.52	-13.79%	5099999900 ** TOTAL MISCELLANEOUS EXPENSE	359,608.70	415,833.40	185,484.05	-13.52
				5100000000 ** EXPENSE TRANSFERS				
0.00	0.00	0.00	0.00%	5109999900 ** TOTAL EXPENSE TRANSFERS	0.00	0.00	0.00	0.00%

iscal Year: 2017	Period 10		Division:	00 Champaign Urbana Mass Transit District			As of: 05	/19/2017
April 2017	Budget This Period	April 2016	Act/Bgt Var %		2017 YTD	July Thru April Budget YTD	2016 YTD	Act/Bgt Var %
				5109999999 **** EXPENSES ***				
				5110000000 ** INTEREST EXPENSES				
0.00	0.00	0.00	0.00%	5110116000 INTEREST - LONG-TERM DEBTS	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00%	5110216000 INTEREST - SHORT-TERM DEBTS	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00%	5119999900 ** TOTAL INTEREST	0.00	0.00	0.00	0.00
				5120000000 ** LEASE & RENTALS				
4,808.34	8,333.33	9,533.82	-42.30%	5120401000 PASSENGER REVENUE VEHICLES -	48,083.40	83,333.30	48,083.40	-42.30
978.24	1,916.67	6,847.68	-48.96%	5120516000 SERVICE VEHICLE LEASES	9,782.40	19,166.70	9,782.40	-48.96
2,168.21	2,083.33	1,449.78	4.07%	5120704000 GARAGE EQUIPMENT LEASES - MAIN	21,733.49	20,833.30	13,942.31	4.32
0.00	0.00	0.00	0.00%	5120901000 RADIO EQUIPMENT LEASES - OPS	0.00	0.00	0.00	0.00
240.00	0.00	0.00	100.00%	5121216000 G.A. FACILITIES LEASES	0.00	0.00	0.00	0.00
10,155.28	0.00	5,950.00	100.00%	5121301000 MISCELLANEOUS LEASES - OPS	74,753.39	0.00	25,000.00	100.00
9,987.18	14,750.00	15,911.99	-32.29%	5121316000 MISCELLANEOUS LEASES - G&A	133,277.23	147,500.00	132,624.25	-9.64
1,839.20	0.00	1,839.20	100.00%	5121316200 MISCELLANEOUS LEASES - IT	17,509.61	0.00	16,753.22	100.00
0.00	0.00	0.00	0.00%	5121316300 MISCELLANEOUS LEASES - IT - NON	2,000.00	0.00	1,000.00	100.00
0.00	0.00	0.00	0.00%	5121316400 MISCELLANEOUS LEASES - G&A - NO	3,000.00	0.00	0.00	100.00
30,176.45	27,083.33	41,532.47	11.42%	5129999900 ** TOTAL LEASE & RENTALS	310,139.52	270,833.30	247,185.58	14.51
				5130000000 ** DEPRECIATION				
0.00	0.00	0.00	0.00%	5130201000 PASSENGER SHELTERS DEPR	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00%	5130401000 REVENUE VEHICLE DEPRECIATION	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00%	5130516000 SERVICE VEHICLE DEPRECIATION	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00%	5130704000 GARAGE EQUIP. DEPRECIATION - MA	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00%	5130901000 REVENUE VEHICLE RADIO EQUIP. DE	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00%	5131016000 COMPUTER EQUIPMENT DEPRECIATI	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00%	5131116000 REVENUE COLLECTION EQUIPMENT	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00%	5131216000 G.A. FACILITIES DEPRECIATION	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00%	5131316000 G.A. SYSTEM DEV.DEPRECIATION	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00%	5131416000 MISCELLANEOUS EQUIPMENT DEPR	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00%	5131516000 OFFICE EQUIPMENT DEPR.	0.00	0.00	0.00	0.00
0.00								
0.00	0.00	0.00	0.00%	5139999900 ** TOTAL DEPRECIATION	0.00	0.00	0.00	0.00

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Fiscal Year: 2017	Period 10		Division: 00 Champaign Urbana Mass Transit District	As of: 05/19/2017			
April 2017	Budget This Period	April 2016	Act/Bgt Var %	2017 YTD	July Thru Ap Budget YTD	ril 2016 YTD	Act/Bgt Var %
2,679,397.66	2,972,749.88	2,634,537.85	-9.87% 5999990000 **** TOTAL EXPENSES ****	27,304,587.02	30,780,270.50	26,672,477.09	-11.29%
630,610.49	588,027.66	1,037,503.90	7.24% 5999999800 NET SURPLUS (DEFICIT)	15,673,344.53	5,299,794.78	7,063,392.45	195.73%

Thru Date: 4/30/2017 From Date: 4/01/2017

Check #	Check Date	Ref#		Name	Total Paid	C-CARTS Portion	MTD Portion	Voided
136788	03-Apr-17	F3612	٨	FIRST BANK	\$5,000.00		\$5,000.00	
136789	06-Apr-17	A1934		ADVANCE AUTO PARTS	\$98.11		\$98.11	
136790	06-Apr-17	A7545		ARROW GLASS COMPANY	\$10.00		\$10.00	
136791	06-Apr-17	A8007		AT & T	\$400.15		\$400.15	
136792	06-Apr-17	B3555		BIRKEY'S FARM STORE, INC.	\$179.76		\$179.76	
136793	06-Apr-17	B4510		BLACK & COMPANY	\$731.81		\$731.81	
136794	06-Apr-17	B4522	**	BLATT, HASENMILLER, LEIBSKER & MOORE,LLC	\$396.97		\$396.97	
136795	06-Apr-17	B8500		BUMPER TO BUMPER	\$438.24		\$438.24	
136796	06-Apr-17	B8501		BUMPER TO BUMPER	\$454.04		\$454.04	
136797	06-Apr-17	C0410	**	CAVALRY PORTFOLIO SERVICES, LLC	\$264.61		\$264.61	
136798	06-Apr-17	C1136		CCG, INC.	\$116.90		\$116.90	
136799	06-Apr-17	C1560		CDC PAPER & JANITOR	\$179.67		\$179.67	
136800	06-Apr-17	C2165		CENTRAL ILLINOIS TRUCKS	\$2,601.06		\$2,601.06	
136801	06-Apr-17	C3105		CHEMICAL MAINTENANCE INC.	\$243.00		\$243.00	
136802	06-Apr-17	C3512		CINTAS FIRST AID & SAFETY	\$49.39		\$49.39	
136803	06-Apr-17	C4588		CLEAN THE UNIFORM COMPANY HIGHLAND	\$46.92		\$46.92	
136804	06-Apr-17	C6259		COMMERCE BANK	\$6,990.63		\$6,990.63	
136805	06-Apr-17	C6263		COMCAST CABLE	\$230.79		\$230.79	
136806	06-Apr-17	C6284		CONSOLIDATED COMMUNICATIONS ENTERPRISE S	\$90.00		\$90.00	
136807	06-Apr-17	D0423		DAVE & HARRY LOCKSMITHS	\$213.95		\$213.95	
136808	06-Apr-17	D2012		DEAN'S GRAPHICS	\$1,449.00		\$1,449.00	
136809	06-Apr-17	D2848		DETAILER'S TRAINING	\$209.85		\$209.85	
136810	06-Apr-17	F0367		FASTENERS ETC., INC.	\$56.79		\$56.79	
136811	06-Apr-17	F6367		FORD CITY	\$2,324.96	\$610.93	\$1,714.03	
136812	06-Apr-17	G3484		GILLIG LLC	\$333.78		\$333.78	
136813	06-Apr-17	G4290		GLOBAL EQUIPMENT COMPANY	\$1,258.52		\$1,258.52	
136814	06-Apr-17	H6115		MIKE HOFFMANN	\$4,800.00		\$4,800.00	
136815	06-Apr-17	10025		VANTAGEPOINT TRANSFER AGENTS - 301281	\$23,922.56		\$23,922.56	
136816	06-Apr-17	14747		ILLINI FS, INC.	\$56.00		\$56.00	
136817	06-Apr-17	14790		ILLINOIS-AMERICAN WATER	\$1,658.35		\$1,658.35	
136818	06-Apr-17	15566	**	INDIANA STATE CENTRAL COLLECTION UNIT	\$60.00		\$60.00	
136819	06-Apr-17	15758		INIT INC.	\$1,000.00		\$1,000.00	
136820	06-Apr-17	15800		DANIEL VIRT	\$65.68		\$65.68	
136821	06-Apr-17	18235		I3 BROADBAND - CU	\$217.99		\$217.99	
136822	06-Apr-17	J0320		JANITOR & MAINTENANCE SUPPLIES, INC.	\$635.15		\$635.15	
136823	06-Apr-17	K2190		KEN'S OIL SERVICE, INC.	\$25,381.08		\$25,381.08	
136824	06-Apr-17	K3461		JAN M. KIJOWSKI	\$40.00		\$40.00	
136825	06-Apr-17	L6446		LOWE'S	\$234.47		\$234.47	
136826	06-Apr-17	M0377		MARTIN ONE SOURCE	\$44.50		\$44.50	
136827	06-Apr-17	M1269		MCS OFFICE TECHNOLOGIES	\$1,562.50		\$1,562.50	
136828	06-Apr-17	M2179		MENARD'S	\$424.33		\$424.33	
136829	•	M3375		MID ILLINOIS DEVELOPMENT, LLC	\$303.40		\$303.40	
	06-Apr-17			•				
136830	06-Apr-17	M3408		MIDWEST TRANSIT EQUIPMENT, INC.	\$239.98		\$239.98	
136831	06-Apr-17	M8518		MUNCIE RECLAMATION-SUPPLY	\$676.87		\$676.87	
136832	06-Apr-17	M9548		MYERS TIRE SUPPLY	\$61.00		\$61.00	
136833	06-Apr-17	N0320		NAPA AUTO PARTS	\$608.40		\$608.40	
136834	06-Apr-17	N0387		NATIONAL COATINGS & SUPPLIES	\$358.14		\$358.14	V
136835	06-Apr-17	N2292		THE AFTERMARKET PARTS COMPANY, LLC.	\$0.00		\$0.00	X
136836	06-Apr-17	N2292		THE AFTERMARKET PARTS COMPANY, LLC.	\$8,628.10		\$8,628.10	
136837	06-Apr-17	N9686	**	NYS CHILD SUPPORT PROCESSING CENTER	\$60.00		\$60.00	
136838	06-Apr-17	O6010		MARK OARE	\$19.60		\$19.60	
136839	06-Apr-17	O7450		ORKIN EXTERMINATING CO.	\$686.82		\$686.82	
136840	06-Apr-17	P2180		PENNELL FORKLIFT SERVICE, INC.	\$310.28		\$310.28	
136841	06-Apr-17	P2256		PETTY CASH (CHANGE FUND)	\$196.00		\$196.00	
136842	06-Apr-17	P4521		CYNTHIA HOYLE	\$3,000.00		\$3,000.00	
136843	06-Apr-17	P6436		POWDER COATING & CUSTOM CHROME	\$364.18		\$364.18	
136844	06-Apr-17	Q8455		QUILL	\$100.74		\$100.74	
136845	06-Apr-17	R3488		RILCO OF PEORIA, INC.	\$3,441.52		\$3,441.52	
136846	06-Apr-17	R6120		ROGARDS OFFICE PRODUCTS	\$83.73	\$37.95	\$45.78	
136847	06-Apr-17	S3115		DANIEL J. HARTMAN	\$488.95		\$488.95	
136848	06-Apr-17	S3187		SHOE CARNIVAL, INC.	\$209.97		\$209.97	
	06-Apr-17	S5192		S.J. SMITH WELDING SUPPLY	\$16.59		\$16.59	
136849	00 / 10:							

From Date: 4/01/2017

Check #	Check Date	Ref#		Name	Total Paid	C-CARTS Portion	MTD Portion	Voided
136851	06-Apr-17	T3063		THERMO KING MIDWEST, INC.	\$507.12		\$507.12	
136852	06-Apr-17	T7585		TRUGREEN CHEMLAWN	\$246.96		\$246.96	
136853	06-Apr-17	T7590		TRUCK CENTERS, INC.	\$4,203.92		\$4,203.92	
136854	06-Apr-17	U5180		UNITED PARCEL SERVICE	\$14.95		\$14.95	
136855	06-Apr-17	U7359	**	URBANA MUNICIPAL EMPL. CREDIT UNION	\$41,187.71		\$41,187.71	
136856	06-Apr-17	U7385	**	URBANA TRUE TIRES	\$646.72	\$646.72	\$0.00	
136857	06-Apr-17	U7653		US BANK VENDOR SERVICES	\$2,217.08	\$116.67	\$2,100.41	
136858	06-Apr-17	W0005		WDWS/WHMS/WUIL RADIO	\$480.00		\$480.00	
136859	06-Apr-17	W3458		GREGORY B. WILLIAMS	\$64.48		\$64.48	
136860	06-Apr-17	Z2155		ZELLER DIGITAL INNOVATIONS	\$420.00		\$420.00	
136861	06-Apr-17	Z2333		ZF SERVICES NORTH AMERICA, LLC	\$10,909.63		\$10,909.63	
136862	06-Apr-17	A7910		ASSURITY LIFE INSURANCE	\$314.00		\$314.00	
136863	06-Apr-17	C3086	**	CHAMPAIGN-URBANA MASS TRANSIT DISTRICT	\$2,451.24		\$2,451.24	
136864	06-Apr-17	H0470		VIRGIA HAWKINS	\$459.02		\$459.02	
136865	06-Apr-17	V6271		MONICA VONNER	\$293.02		\$293.02	
136866	06-Apr-17	W3588		PETER WITTMAN	\$298.18		\$298.18	
136867	06-Apr-17	W7421		JEFFERY G. WRIGHT	\$717.74		\$717.74	
136868	13-Apr-17	A5085		AMERENIP	\$40.51		\$40.51	
136869	13-Apr-17	A8007		AT & T	\$80.42		\$80.42	
136870	13-Apr-17	A8155		ATLAS CAB	\$3,987.00		\$3,987.00	
136871	13-Apr-17	B2230		BERNS, CLANCY & ASSOC. PC	\$7,550.00		\$7,550.00	
136871	13-Apr-17 13-Apr-17	B3555		BIRKEY'S FARM STORE, INC.	\$7,550.00 \$205.32		\$7,550.00 \$205.32	
				BLACK & COMPANY				
136873	13-Apr-17	B4510			\$51.38		\$51.38 \$479.71	
136874	13-Apr-17	C1560		CDC PAPER & JANITOR	\$479.71			
136875	13-Apr-17	C2165		CENTRAL ILLINOIS TRUCKS	\$22,708.69		\$22,708.69	
136876	13-Apr-17	C3058		CHAMPAIGN DO-IT-BEST AND	\$57.67		\$57.67	
136877	13-Apr-17	C3072		VILAIVONE GRIMM	\$40.00		\$40.00	
136878	13-Apr-17	C3105		CHEMICAL MAINTENANCE INC.	\$440.50		\$440.50	
136879	13-Apr-17	C4588		CLEAN THE UNIFORM COMPANY HIGHLAND	\$362.16		\$362.16	
136880	13-Apr-17	C6258		COLUMBIA STREET ROASTERY	\$141.50		\$141.50	
136881	13-Apr-17	C6284		CONSOLIDATED COMMUNICATIONS ENTERPRISE S	\$1,096.63	\$19.06	\$1,077.57	
136882	13-Apr-17	D0032		D & S SEWER SERVICE, INC.	\$110.00		\$110.00	
136883	13-Apr-17	D8587		DUST & SON OF CHAMPAIGN COUNTY, INC	\$28.00		\$28.00	
136884	13-Apr-17	E0350		E-CONOLIGHT LLC	\$303.44		\$303.44	
136885	13-Apr-17	E0385		EATON CORPORATION	\$4,770.00		\$4,770.00	
136886	13-Apr-17	F0305		FARM & FLEET	\$51.92		\$51.92	
136887	13-Apr-17	F0365		FASTENAL COMPANY	\$66.14		\$66.14	
136888	13-Apr-17	F0367		FASTENERS ETC., INC.	\$387.29		\$387.29	
136889	13-Apr-17	F4595		FLEET-NET CORPORATION	\$2,160.00		\$2,160.00	
136890	13-Apr-17	F6332		DAVID L. FOOTE	\$3,105.30		\$3,105.30	
136891	13-Apr-17	F6367		FORD CITY	\$957.00		\$957.00	
136892	13-Apr-17	F6414		RANDAL FOUTS	\$40.00		\$40.00	
136893	13-Apr-17	F7373		STEVEN D. FREEMAN	\$54.53		\$54.53	
136894	13-Apr-17	G4293		GLOBAL TECHNICAL SYSTEMS, INC.	\$361.00		\$361.00	
136895	13-Apr-17	G6445		GOVCONNECTION, INC	\$72.82		\$72.82	
136896	13-Apr-17	14747		ILLINI FS, INC.	\$168.00		\$168.00	
136897	13-Apr-17	14790		ILLINOIS-AMERICAN WATER	\$282.01		\$282.01	
136898	13-Apr-17	J0320		JANITOR & MAINTENANCE SUPPLIES, INC.	\$20.75		\$20.75	
136899	13-Apr-17	K2190		KEN'S OIL SERVICE, INC.	\$25,347.92		\$25,347.92	
136900	13-Apr-17	K3515		KIMBALL MIDWEST	\$272.66		\$272.66	
136901	13-Apr-17	L4783		LLOYDS REGISTER QUALITY ASSURANCE INC.	\$875.00		\$875.00	
136902	13-Apr-17	L9642		LYNN A. UMBARGER	\$335.00		\$335.00	
136903	13-Apr-17	M1246		MCMASTER-CARR SUPPLY CO.	\$49.53		\$49.53	
136904	13-Apr-17	M1269		MCS OFFICE TECHNOLOGIES	\$17,975.90		\$17,975.90	
136905	13-Apr-17	M2145		MEINEKE MUFFLERS	\$17,973.90		\$112.75	
				MH EQUIPMENT COMPANY				
136906	13-Apr-17	M3015			\$1,449.78 \$467.87		\$1,449.78	
136907	13-Apr-17	M3408		MIDWEST TRANSIT EQUIPMENT, INC.	\$467.87		\$467.87	
136908	13-Apr-17	M8518		MUNCIE RECLAMATION-SUPPLY	\$1,191.48		\$1,191.48	
136909	13-Apr-17	M9548		MYERS TIRE SUPPLY	\$446.00		\$446.00	
136910	13-Apr-17	N0320		NAPA AUTO PARTS	\$345.57		\$345.57	
136911	13-Apr-17	N0387		NATIONAL COATINGS & SUPPLIES	\$50.50		\$50.50	
136912	13-Apr-17	N0395		NATIONAL SAFETY COUNCIL	\$669.00		\$669.00	120
136913	13-Apr-17	N2292		THE AFTERMARKET PARTS COMPANY, LLC.	\$0.00		\$0.00	X

From Date: 4/01/2017

Thru Date: 4/30/2017

Check #	Check Date	Ref #		Name	Total Paid	C-CARTS Portion	MTD Portion	Voided
136914	13-Apr-17	N2292		THE AFTERMARKET PARTS COMPANY, LLC.	\$0.00		\$0.00	Х
136915	13-Apr-17	N2292		THE AFTERMARKET PARTS COMPANY, LLC.	\$18,558.25		\$18,558.25	
136916	13-Apr-17	N2295		THE NEWS GAZETTE	\$197.45		\$197.45	
136917	13-Apr-17	O6010		MARK OARE	\$34.49		\$34.49	
136918	13-Apr-17	P0017		P.E.C. COMMUNICATIONS	\$1,300.00		\$1,300.00	
136919	13-Apr-17	P0990		PCM SALES, INC.	\$1,254.66		\$1,254.66	
136920	13-Apr-17	P4522		SHERRY HELFER	\$398.83		\$398.83	
136921	13-Apr-17	P6436		POWDER COATING & CUSTOM CHROME	\$364.18		\$364.18	
136922	13-Apr-17	Q8455		QUILL	\$78.25		\$78.25	
136923	13-Apr-17	R2175		RELIABLE PLUMBING & HEATING COMPANY	\$635.00		\$635.00	
136924	13-Apr-17	R6120		ROGARDS OFFICE PRODUCTS	\$84.07		\$84.07	
136925	13-Apr-17	S3006		ADAM C. SHANKS	\$80.00		\$80.00	
136926	13-Apr-17	S3086		SHERWIN-WILLIAMS	\$71.56		\$71.56	
136927	13-Apr-17	S3115		DANIEL J. HARTMAN	\$619.89		\$619.89	
136928	13-Apr-17	S3487		SILVER MACHINE SHOP	\$857.00		\$857.00	
136929	13-Apr-17	S5981		AMY L. SNYDER	\$80.00		\$80.00	
136930	13-Apr-17	T0007		TJ'S LAUNDRY & DRY CLEANING	\$64.00		\$64.00	
136931	13-Apr-17	T7590		TRUCK CENTERS, INC.	\$85.96		\$85.96	
136932	13-Apr-17	U7357		CITY OF URBANA	\$3,397.14		\$3,397.14	
136933	13-Apr-17	U7385		URBANA TRUE TIRES	\$1,618.22		\$1,618.22	
136934	13-Apr-17	V2233		VERIZON WIRELESS	\$517.73		\$517.73	
136935	13-Apr-17	W0013		WPGU	\$280.00		\$280.00	
136936	13-Apr-17	W3455		UIF/WILL	\$470.00		\$470.00	
136937	13-Apr-17	Y2150		YELLOW TRANSPORT, LTD.	\$9,448.72		\$9,448.72	
	•			ATI PHYSICAL THERAPY				
136938 136939	13-Apr-17	A8129 C0276		CCMSI-INDEX/OFAC	\$234.92 \$12.30		\$234.92 \$12.30	
	13-Apr-17							
136940	13-Apr-17	C0363		CARLE PHYSICIAN GROUP	\$140.64	<b>#0.047.00</b>	\$140.64	
136941	13-Apr-17	C2172		CMS/LGHP	\$389,018.00	\$2,847.00	\$386,171.00	
136942	13-Apr-17	C3045		CITY OF CHAMPAIGN	\$1,376.97		\$1,376.97	
136943	13-Apr-17	C6271		COMP MC	\$152.75		\$152.75	
136944	13-Apr-17	C6277		COMPTODAY	\$217.86		\$217.86	
136945	13-Apr-17	L3350		LAWRENCE LI, MD	\$902.09		\$902.09	
136946	13-Apr-17	T7455		TRIUNE HEALTH GROUP	\$1,094.01		\$1,094.01	
136947	13-Apr-17	V6271		MONICA VONNER	\$293.02		\$293.02	
136948	13-Apr-17	W3588		PETER WITTMAN	\$298.18		\$298.18	
136949	13-Apr-17	W7421		JEFFERY G. WRIGHT	\$717.74		\$717.74	
136950	20-Apr-17	A0865		ABSOPURE WATER COMPANY	\$9.00		\$9.00	
136951	20-Apr-17	A4804		ALPHA CONTROLS & SERVICES LLC	\$868.24		\$868.24	
136952	20-Apr-17	A5085		AMERENIP	\$7,014.65		\$7,014.65	
136953	20-Apr-17	A7545		ARROW GLASS COMPANY	\$2,543.10		\$2,543.10	
136954	20-Apr-17	A8007		AT & T	\$124.51		\$124.51	
136955	20-Apr-17	B0483		LINDA A. BAUER	\$250.00		\$250.00	
136956	20-Apr-17	B4510		BLACK & COMPANY	\$70.97		\$70.97	
136957	20-Apr-17	B4522	**	BLATT, HASENMILLER, LEIBSKER & MOORE,LLC	\$368.28		\$368.28	
136958	20-Apr-17	B4910		JASON BLUNIER	\$40.00		\$40.00	
136959	20-Apr-17	C0410	**	CAVALRY PORTFOLIO SERVICES, LLC	\$264.61		\$264.61	
136960	20-Apr-17	C1560		CDC PAPER & JANITOR	\$528.38		\$528.38	
136961	20-Apr-17	C3042		CHAMPAIGN CHRYSLER DODGE JEEP RAM	\$3,192.12		\$3,192.12	
136962	20-Apr-17	C3074		MARGARET A. CHAPLAN	\$200.00		\$200.00	
136963	20-Apr-17	C3077		CHAMPAIGN URBANA PUBLIC HEALTH DISTRICT	\$320.00		\$320.00	
136964	20-Apr-17	C3105		CHEMICAL MAINTENANCE INC.	\$435.00		\$435.00	
136965	20-Apr-17	C3180		MATTHEW CHO	\$250.00		\$250.00	
136966	20-Apr-17	C3512		CINTAS FIRST AID & SAFETY	\$75.06		\$75.06	
136967	20-Apr-17 20-Apr-17	C6257	**	MARSHA L. COMBS-SKINNER	\$290.76		\$290.76	
136968	20-Apr-17 20-Apr-17	C6257	**	MARSHA L. COMBS-SKINNER	\$428.22		\$428.22	
136969				COMCAST CABLE	\$366.06		\$366.06	
	20-Apr-17	C6263						
136970	20-Apr-17	C6268		COMMUNITY RESOURCE, INC.	\$345.00		\$345.00	
136971	20-Apr-17	C6290		CONG CONG	\$380.00		\$380.00	
136972	20-Apr-17	C6408		COUNTRY ARBORS NURSERY, INC.	\$23.76		\$23.76	
136973	20-Apr-17	C6685		CONSTELLATION NEWENERGY, INC.	\$15,594.64		\$15,594.64	
136974	20-Apr-17	D0426		DAVIS-HOUK MECHANICAL, INC	\$1,334.75		\$1,334.75	
136975	20-Apr-17	D2850		DEVELOPMENTAL SERVICES	\$37,349.50		\$37,349.50	
136976	20-Apr-17	D3404		BRADLEY S. DIEL	\$350.00		\$350.00	

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Check #	Check Date	Ref #		Name	Total Paid	C-CARTS Portion	MTD Portion	Voided
136977	20-Apr-17	D8520		DUNCAN SUPPLY CO. INC.	\$1,848.00		\$1,848.00	
136978	20-Apr-17	E4589		ELDORADO NATIONAL	\$1,694.43		\$1,694.43	
136979	20-Apr-17	F0309		JAMES FARON	\$200.00		\$200.00	
136980	20-Apr-17	F0365		FASTENAL COMPANY	\$474.04		\$474.04	
136981	20-Apr-17	F2055		FEDERAL EXPRESS CORP.	\$30.70		\$30.70	
136982	20-Apr-17	F6367		FORD CITY	\$3,262.36		\$3,262.36	
136983	20-Apr-17	F6368	**	FORD MOTOR CREDIT COMPANY LLC	\$569.85		\$569.85	
136984	20-Apr-17	G3484		GILLIG LLC	\$249.06		\$249.06	
136985	20-Apr-17	G6290		ANNETTE GOODRICH	\$40.00		\$40.00	
136986	20-Apr-17	G6445		GOVCONNECTION, INC	\$33.82		\$33.82	
136987	20-Apr-17	G7308		GRAINGER	\$103.20		\$103.20	
136988	20-Apr-17	H0300		BRUCE M. HANNON	\$350.00		\$350.00	
136989	20-Apr-17	H3564		HIRERIGHT SOLUTIONS INC.	\$697.90		\$697.90	
136990	20-Apr-17	10025		VANTAGEPOINT TRANSFER AGENTS - 301281	\$24,457.71		\$24,457.71	
136991	20-Apr-17	14747		ILLINI FS, INC.	\$84.00		\$84.00	
136992	20-Apr-17	14828	**	ILLINOIS HOME PAGE	\$425.00		\$425.00	
136993	20-Apr-17	15566		INDIANA STATE CENTRAL COLLECTION UNIT	\$60.00		\$60.00	
136994	20-Apr-17	J6133		ANDREW JOHNSON	\$142.63		\$142.63	
136995	20-Apr-17	K3461		JAN M. KIJOWSKI	\$40.00		\$40.00	
136996	20-Apr-17	K3560		KIRBY RISK CORPORATION	\$558.00		\$558.00	
136997	20-Apr-17	L3517		JAMES R. LINGREEN	\$471.26		\$471.26	
136998	20-Apr-17	L6285		LOOMIS	\$264.30		\$264.30	
136999	20-Apr-17	M1269		MCS OFFICE TECHNOLOGIES	\$306.83		\$306.83	
137000	20-Apr-17	M2145		MEINEKE MUFFLERS	\$166.94		\$166.94	
137001	20-Apr-17	M2179		MENARD'S	\$121.09		\$121.09	
137002	20-Apr-17	M3408		MIDWEST TRANSIT EQUIPMENT, INC.	\$1,072.67		\$1,072.67	
137003	20-Apr-17	M8518		MUNCIE RECLAMATION-SUPPLY	\$1,302.80	04404	\$1,302.80	
137004	20-Apr-17	N0320		NAPA AUTO PARTS	\$183.18	\$14.24	\$168.94	V
137005	20-Apr-17	N2292		THE AFTERMARKET PARTS COMPANY, LLC.	\$0.00		\$0.00	X
137006	20-Apr-17	N2292		THE AFTERMARKET PARTS COMPANY, LLC.	\$5,204.89		\$5,204.89	
137007	20-Apr-17	N2295	**	THE NEWS GAZETTE	\$567.64		\$567.64	
137008	20-Apr-17	N9686		NYS CHILD SUPPORT PROCESSING CENTER	\$60.00		\$60.00	
137009	20-Apr-17	O7370		O'REILLY AUTOMOTIVE, INC. PARKLAND BUSINESS	\$10.34		\$10.34	
137010 137011	20-Apr-17	P0358 P7379	**	PRESTIGE FINANCIAL SERVICES, INC.	\$199.00 \$476.38		\$199.00 \$476.38	
137011	20-Apr-17 20-Apr-17	R3488		RILCO OF PEORIA, INC.	\$3,624.28		\$3,624.28	
137012	20-Apr-17 20-Apr-17	R6120		ROGARDS OFFICE PRODUCTS	\$132.40		\$132.40	
137013	20-Apr-17 20-Apr-17	R8487		BRIAN RULON	\$40.00		\$40.00	
137014	20-Apr-17	S0060		SAFEWORKS ILLINOIS	\$2,411.52		\$2,411.52	
137015	20-Apr-17	S0078		SAFETY-KLEEN CORP.	\$392.91		\$392.91	
137017	20-Apr-17	S0254		SAM'S CLUB	\$313.89		\$313.89	
137017	20-Apr-17	S3187		SHOE CARNIVAL, INC.	\$124.96		\$124.96	
137019	20-Apr-17	S3487		SILVER MACHINE SHOP	\$160.00		\$160.00	
137020	20-Apr-17	S5192		S.J. SMITH WELDING SUPPLY	\$74.40		\$74.40	
137021	20-Apr-17	S5981		AMY L. SNYDER	\$69.95		\$69.95	
137022	20-Apr-17	S8506		JANE M. SULLIVAN	\$392.29		\$392.29	
137023	20-Apr-17	T0474		TAYLOR & BLACKBURN	\$2,505.48		\$2,505.48	
137024	20-Apr-17	T2225		TERMINAL SUPPLY COMPANY	\$7,500.25		\$7,500.25	
137025	20-Apr-17	T7510		TROPHYTIME	\$18.80		\$18.80	
137026	20-Apr-17	T7590		TRUCK CENTERS, INC.	\$9,357.78		\$9,357.78	
137027	20-Apr-17	T9069		TWILIO INC	\$549.74		\$549.74	
137028	20-Apr-17	U5180		UNITED PARCEL SERVICE	\$43.25		\$43.25	
137029	20-Apr-17	U5421		DON UCHTMANN	\$350.00		\$350.00	
137030	20-Apr-17	U5996		UNIVERSITY OF ILLINOIS	\$433.00		\$433.00	
137030	20-Apr-17	U7355		U-C SANITARY DISTRICT	\$874.42		\$874.42	
137031	20-Apr-17	U7359	**	URBANA MUNICIPAL EMPL. CREDIT UNION	\$40,274.45		\$40,274.45	
137033	20-Apr-17	U7653		US BANK VENDOR SERVICES	\$1,471.59		\$1,471.59	
137033	20-Apr-17	V6271		MONICA VONNER	\$293.02		\$293.02	
137035	20-Apr-17	W0003		WCIA-CHANNEL 3	\$1,345.00		\$1,345.00	
137035	20-Apr-17	W0005		WDWS/WHMS/WUIL RADIO	\$487.00		\$487.00	
137037	20-Apr-17	W3588		PETER WITTMAN	\$298.18		\$298.18	
	20-Apr-17	W7421		JEFFERY G. WRIGHT	\$717.74		\$717.74	
137038	20-Anr- 17							

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Check #	Check Date	Ref#		Name	Total Paid	C-CARTS Portion	MTD Portion	Voided
137040	20-Apr-17	A7324		PDC/AREA COMPANIES	\$884.00		\$884.00	
137041	20-Apr-17	C0276		CCMSI-INDEX/OFAC	\$12.30		\$12.30	
137042	20-Apr-17	C0363		CARLE PHYSICIAN GROUP	\$216.61		\$216.61	
137043	20-Apr-17	C3108		CHEMSTATION OF INDIANA	\$1,659.45		\$1,659.45	
137044	20-Apr-17	C6271		COMP MC	\$77.02		\$77.02	
137045	20-Apr-17	C6277		COMPTODAY	\$26.86		\$26.86	
137046	20-Apr-17	E9250		EXAMWORKS CLINICAL SOLUTIONS LLC	\$700.00		\$700.00	
137047	20-Apr-17	F6372		FORMS + SURFACES	\$335.00		\$335.00	
137048	20-Apr-17	K2190		KEN'S OIL SERVICE, INC.	\$26,045.96		\$26,045.96	
137049	20-Apr-17	M3588		MITCHELL PHARMACY SOLUTIONS	\$211.94		\$211.94	
137050	20-Apr-17	P0356		KASANDRA PARKER & ATTY PHILIP PEAK	\$5,334.38		\$5,334.38	
137051	20-Apr-17	T7455		TRIUNE HEALTH GROUP	\$1,810.56		\$1,810.56	
137052	27-Apr-17	A1939		ADVANTAGE SIGN AND GRAPHIC SOLUTIONS	\$3,287.92		\$3,287.92	
137053	27-Apr-17	A5085		AMERENIP	\$218.75		\$218.75	
137054	27-Apr-17	A5308		AMPRIDE COMMUNICATIONS, INC.	\$805.50		\$805.50	
137055	27-Apr-17	A7322		ArcBest	\$237.90		\$237.90	
137056	27-Apr-17	A7910		ASSURITY LIFE INSURANCE	\$286.00		\$286.00	
137057	27-Apr-17	A9010		AWARDS LTD.	\$9.05		\$9.05	
137058	27-Apr-17	B0428		BARKER	\$763.18		\$763.18	
137059	27-Apr-17	B2180		BENEFIT PLANNING CONSULTANTS, INC.	\$799.50		\$799.50	
137060	27-Apr-17	B2230		BERNS, CLANCY & ASSOC. PC	\$2,595.04		\$2,595.04	
137061	27-Apr-17	B4510		BLACK & COMPANY	\$596.87		\$596.87	
137062	27-Apr-17	B8501		BUMPER TO BUMPER	\$653.57		\$653.57	
137063	27-Apr-17	C0275		CCMSI	\$3,125.00		\$3,125.00	
137064	27-Apr-17	C1560		CDC PAPER & JANITOR	\$480.68		\$480.68	
137065	27-Apr-17	C2165		CENTRAL ILLINOIS TRUCKS	\$0.00		\$0.00	X
137066	27-Apr-17	C2165		CENTRAL ILLINOIS TRUCKS	\$2,260.87		\$2,260.87	
137067	27-Apr-17	C3052	**	CHAMPAIGN COUNTY REGIONAL PLANNING	\$4,807.74		\$4,807.74	
137068	27-Apr-17	C3072		VILAIVONE GRIMM	\$40.00		\$40.00	
137069	27-Apr-17	C3086	**	CHAMPAIGN-URBANA MASS TRANSIT DISTRICT	\$2,601.63		\$2,601.63	
137070	27-Apr-17	C4588		CLEAN THE UNIFORM COMPANY HIGHLAND	\$913.14		\$913.14	
137071	27-Apr-17	C6258		COLUMBIA STREET ROASTERY	\$269.75		\$269.75	
137072	27-Apr-17	C7486		CROSS CONSTRUCTION	\$2,894.00		\$2,894.00	
137073	27-Apr-17	C8515		MARK L. CUNNINGHAM	\$40.00		\$40.00	
137074	27-Apr-17	D0426		DAVIS-HOUK MECHANICAL, INC	\$114.00		\$114.00	
137075	27-Apr-17	D2942		DEX	\$338.60		\$338.60	
137076	27-Apr-17	D3590		DISH PASSIONATE CUISINE	\$54.00		\$54.00	
137077	27-Apr-17	D8587		DUST & SON OF CHAMPAIGN COUNTY, INC	\$46.05		\$46.05	
137078	27-Apr-17	E4589		ELDORADO NATIONAL	\$497.44		\$497.44	
137079	27-Apr-17	E4733		STEVEN F. ELLIS	\$40.00		\$40.00	
137080	27-Apr-17	F4595		FLEET-NET CORPORATION	\$175.00		\$175.00	
137081	27-Apr-17	F6367		FORD CITY	\$1,243.40		\$1,243.40	
137082	27-Apr-17	G3102		GHR ENGINEERS & ASSOCIATES, INC.	\$6,840.18		\$6,840.18	
137083	27-Apr-17	G3484		GILLIG LLC	\$728.49		\$728.49	
137084	27-Apr-17	G6300		GOODYEAR TIRE & RUBBER CO	\$110.00		\$110.00	
137085	27-Apr-17	G6445		GOVCONNECTION, INC	\$35.40		\$35.40	
137086	27-Apr-17	G7341		SUSAN GREER	\$40.00		\$40.00	
137087	27-Apr-17	H3360		HIBU INC.	\$118.00		\$118.00	
137088	27-Apr-17	14747		ILLINI FS, INC.	\$56.00		\$56.00	
137089	27-Apr-17	15800		CHARLES CHANNEY	\$176.95		\$176.95	
137090	27-Apr-17	15801		MIKE BIALESCHKI	\$271.29		\$271.29	
137091	27-Apr-17	15904		INTERSTATE BATTERIES	\$103.95		\$103.95	
137092	27-Apr-17	17667		ISAKSEN GLERUM WACHTER, LLC	\$16,852.45		\$16,852.45	
137093	27-Apr-17	J0310		JANEK CORPORATION	\$691.50		\$691.50	
137094	27-Apr-17	J0320		JANITOR & MAINTENANCE SUPPLIES, INC.	\$438.63		\$438.63	
137095	27-Apr-17	K6269		KONE INC.	\$24,780.00		\$24,780.00	
137096	27-Apr-17	L0343		MICHAEL LARGE	\$40.00		\$40.00	
137097	27-Apr-17	M1269		MCS OFFICE TECHNOLOGIES	\$11,679.00		\$11,679.00	
137098	27-Apr-17	M2310		MEYER CAPEL	\$1,344.00		\$1,344.00	
137099	27-Apr-17	M3375		MID ILLINOIS DEVELOPMENT, LLC	\$8,500.00		\$8,500.00	
137100	27-Apr-17	M3408		MIDWEST TRANSIT EQUIPMENT, INC.	\$164.15		\$164.15	
137101	27-Apr-17	M6018		FLEET SERVICES	\$14,893.54	\$6,728.14	\$8,165.40	
137102	27-Apr-17	M6162		MOHAWK MFG. & SUPPLY CO.	\$569.38		\$569.38	

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Check #	Check Date	Ref #		Name	Total Paid	C-CARTS Portion	MTD Portion	Voided
137103	27-Apr-17	N0320		NAPA AUTO PARTS	\$45.50		\$45.50	
137104	27-Apr-17	N2292		THE AFTERMARKET PARTS COMPANY, LLC.	\$0.00		\$0.00	X
137105	27-Apr-17	N2292		THE AFTERMARKET PARTS COMPANY, LLC.	\$15,084.63		\$15,084.63	
137106	27-Apr-17	P2254		PETTY CASH (CDL's)	\$150.00		\$150.00	
137107	27-Apr-17	P2256		PETTY CASH (CHANGE FUND)	\$98.00		\$98.00	
137108	27-Apr-17	P3568		PINNACLE DOOR	\$254.60		\$254.60	
137109	27-Apr-17	P6436		POWDER COATING & CUSTOM CHROME	\$1,092.54		\$1,092.54	
137110	27-Apr-17	R0272		JOSEPH S. RANK	\$40.00		\$40.00	
137111	27-Apr-17	R2320		REYNOLDS TOWING SERVICE	\$1,370.00		\$1,370.00	
137112	27-Apr-17	R3488		RILCO OF PEORIA, INC.	\$2,316.97		\$2,316.97	
137113	27-Apr-17	R6120		ROGARDS OFFICE PRODUCTS	\$387.59		\$387.59	
137114	27-Apr-17	R6482		MICHAEL JOSEPH ROYSE	\$4,500.00		\$4,500.00	
137115	27-Apr-17	S3115		DANIEL J. HARTMAN	\$738.56		\$738.56	
137116	27-Apr-17	S3187		SHOE CARNIVAL, INC.	\$284.93		\$284.93	
137117	27-Apr-17	T0007		TJ'S LAUNDRY & DRY CLEANING	\$110.25		\$110.25	
137118	27-Apr-17	T0474		TAYLOR & BLACKBURN	\$3,090.48		\$3,090.48	
137119	27-Apr-17	T2205		TEPPER ELECTRIC SUPPLY CO	\$293.50		\$293.50	
137120	27-Apr-17	T2225		TERMINAL SUPPLY COMPANY	\$189.34		\$189.34	
137121	27-Apr-17	T3189		RAYMOND THOMAS	\$40.00		\$40.00	
137122	27-Apr-17	T7510		TROPHYTIME	\$327.69		\$327.69	
137123	27-Apr-17	T7585		TRUGREEN CHEMLAWN	\$42.00		\$42.00	
137124	27-Apr-17	T7590		TRUCK CENTERS, INC.	\$1,336.43		\$1,336.43	
137125	27-Apr-17	U5998		UNIVERSITY OF ILLINOIS	\$11,797.33		\$11,797.33	
137126	27-Apr-17	U7355		U-C SANITARY DISTRICT	\$2,379.83		\$2,379.83	
137127	27-Apr-17	U7385		URBANA TRUE TIRES	\$692.67		\$692.67	
137128	27-Apr-17 27-Apr-17	V6271		MONICA VONNER	\$293.02		\$293.02	
137129	27-Apr-17 27-Apr-17	W3500		WIMACTEL INC.	\$15.89		\$15.89	
137129	27-Apr-17 27-Apr-17	W3588		PETER WITTMAN	\$298.18		\$298.18	
137131	27-Apr-17 27-Apr-17	W3366 W7421		JEFFERY G. WRIGHT	\$296.16 \$717.74		\$717.74	
137132	27-Apr-17 27-Apr-17	A7910		ASSURITY LIFE INSURANCE	\$5,625.40	\$59.68	\$5,565.72	
						ф39.00	. ,	
137133	27-Apr-17	A8011		AT&T MOBILITY-CC	\$4,274.65		\$4,274.65	
137134	27-Apr-17	P2253	**	TRACEY PETTIGREW	\$190.00		\$190.00	
137135	27-Apr-17	P7585	**	PRUDENTIAL INSURANCE CO.	\$13.00		\$13.00	
4052017	05-Apr-17	S8030	**	STATES DISBURSEMENT UNIT	\$2,372.13	<b>00.550.40</b>	\$2,372.13	
4071710	07-Apr-17	15862		INTERNAL REVENUE SERVICE	\$2,553.40	\$2,553.40	\$0.00	
4072017	07-Apr-17	15862		INTERNAL REVENUE SERVICE	\$157,557.53	****	\$157,557.53	
4081710	07-Apr-17	14826	**	ILLINOIS DEPT OF REVENUE	\$391.59	\$391.59	\$0.00	
4082017	07-Apr-17	14826	**	ILLINOIS DEPT OF REVENUE	\$20,274.63		\$20,274.63	
4101710	10-Apr-17	14830	**	I.M.R.F.	\$3,900.27	\$3,900.27	\$0.00	
4102017	10-Apr-17	14830		I.M.R.F.	\$224,481.55		\$224,481.55	
4192017	19-Apr-17	14830		I.M.R.F.	\$692.91		\$692.91	
4202017	19-Apr-17	S8030	**	STATES DISBURSEMENT UNIT	\$2,522.46		\$2,522.46	
4211710	21-Apr-17	14826	**	ILLINOIS DEPT OF REVENUE	\$410.60	\$410.60	\$0.00	
4212017	21-Apr-17	14826	**	ILLINOIS DEPT OF REVENUE	\$20,659.40		\$20,659.40	
4221710	21-Apr-17	15862	**	INTERNAL REVENUE SERVICE	\$2,655.98	\$2,655.98	\$0.00	
4222017	21-Apr-17	15862		INTERNAL REVENUE SERVICE	\$162,826.92		\$162,826.92	
					\$1,714,797.84	\$20,992.23	\$1,693,805.61	

<sup>^</sup> Bank Transfer

# Champaign Urbana Mass Transit District Accounts Payable Check Disbursement List

Checking Account #: 011-8189-0

FLEX CHECKING-BUSEY BANK

Check #	Check Date	Ref#	Name		Amount	Voided
4302017	4/30/2017	F4640	FLEX-EMPLOYEE REIMB.		\$9,787.63	
5424	4/5/2017	F4640	FLEX-EMPLOYEE REIMB.		\$336.88	
5425	4/19/2017	F4640	FLEX-EMPLOYEE REIMB.		\$76.92	
				Total:	\$10,201.43	

### **CLIENT STATEMENT** | For the Period April 1-30, 2017

CHANGE IN VALUE OF YOUR ACCOUNTS (includes accrued interest)

### Morgan Stanley



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#### **Basic Securities Account**

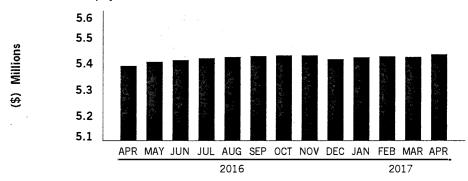
**CHAMPAIGN URBANA MASS TRANSIT DIST** C/O KARL GNADT & BRENDA E EILBRACHT

**Account Summary** 

	This Period (4/1/17-4/30/17)	This Year (1/1/17-4/30/17)
TOTAL BEGINNING VALUE	\$5,423,624.09	\$5,414,448.72
Credits	· ·	_
Debits	4 - 4 - 4 - 4 - 4 - 4 - 4 - 4 - 4 - 4 -	
Security Transfers		
Net Credits/Debits/Transfers	<u> </u>	
Change in Value	9,775.49	18,950.86
TOTAL ENDING VALUE	\$5,433,399.58	\$5,433,399.58

#### MARKET VALUE OVER TIME

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

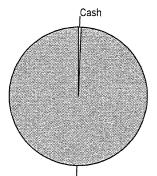


This chart does not reflect corrections to Market Value made subsequent to the dates depicted. It may exclude transactions in Annuities or positions where we are not the custodian, which could delay the reporting of Market Value.

#### ASSET ALLOCATION (includes accrued interest)

	Market Value	Percentage
Cash	\$37,011.38	0.68
Fixed Income & Preferreds	5,396,388.20	99.32
TOTAL VALUE	\$5,433,399.58	100.00%

FDIC rules apply and Bank Deposits are eligible for FDIC insurance but are not covered by SIPC. Cash and securities (including MMFs) are eligible for SIPC coverage. See Expanded Disclosures. Values may include assets externally held, which are provided to you as a courtesy, and may not be covered by SIPC. For additional information, refer to the corresponding section of this statement.



Fixed Income & Preferreds

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

**CLIENT STATEMENT** | For the Period April 1-30, 2017

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**Basic Securities Account** 

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

### **Account Summary**

BALANCE SHEET	(^ includes accrued interest)
---------------	-------------------------------

TOTAL VALUE	\$5,423,624.09	\$5,433,399.58
Total Liabilities (outstanding balance)		_
Total Assets	\$5,423,624.09	\$5,433,399.58
Certificates of Deposit ^	5,402,419.25	5,396,388.20
Cash, BDP, MMFs	\$21,204.84	\$37,011.38
	(as of 3/31/17)	(as of 4/30/17)
	Last Period	This Period

#### INCOME AND DISTRIBUTION SUMMARY

	This Period (4/1/17-4/30/17)	This Year (1/1/17-4/30/17)
Interest	\$16,564.59	\$25,737.22
Total Taxable Income And Distributions	\$16,564.59	\$25,737.22
Total Tax-Exempt Income		-
TOTAL INCOME AND DISTRIBUTIONS	\$16,564.59	\$25,737.22

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

#### **CASH FLOW**

0.10.1.1.20.1.		<del>-</del>	TU:- V
		This Period (4/1/17-4/30/17)	This Year (1/1/17-4/30/17)
OPENING CASH, BDP,	MMFs	\$21,204.84	\$12,032.21
Purchases		(1,000,758.05)	(1,000,758.05)
Sales and Redemption	ns	1,000,000.00	1,000,000.00
Income and Distributi	ons	16,564.59	25,737.22
Total Investment Relate	ed Activity	\$15,806.54	\$24,979.17
Total Cash Related Acti	vity		
CLOSING CASH, BDP,	MMFs	\$37,011.38	\$37,011.38
GAIN/(LOSS) SUM	MARY		
, ,			Unrealized
	Realized This Period (4/1/17-4/30/17)	Realized This Year (1/1/17-4/30/17)	Inception to Date (as of 4/30/17)
Short-Term Gain			\$2,807.50
Short-Term (Loss)			(7,239.44)
Total Short-Term			\$(4,431.94)
Long-Term Gain			7,430.60
Long-Term (Loss)		-	(1,153.62)
Total Long-Term	_	_	\$6,276.98
TOTAL GAIN/(LOSS)	_		\$1,845.04

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

#### ADDITIONAL ACCOUNT INFORMATION

	This Period	This Year
Category	(4/1/17-4/30/17)	(1/1/17-4/30/17)
Accrued Interest Paid	\$320.55	\$320.55

**CLIENT STATEMENT** | For the Period April 1-30, 2017

**Basic Securities Account** 

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

**Account Detail** 

Investment Objectives†: Income, Aggressive Income, Capital Appreciation

† Inform us if your investment objectives, as defined in the Expanded Disclosures, change.

**Brokerage Account** 

7\_Day

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#### **HOLDINGS**

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

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

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

Description	and the second s	Market Value	Current Yield %	Est Ann Income	APY %
MORGAN STANLEY BANK N.A. #		\$37,010.67	******	\$4.00	0.010
MORGAN STANLEY PRIVATE BANK NA #		0.71			0.010
BANK DEPOSITS		\$37,011.38		\$4.00	
	Percentage				
	of Holdings	Market Value Market Value		Est Ann Income	
CASH, BDP, AND MMFs	0.68%	\$37,011.38		\$4.00	

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

### **CERTIFICATES OF DEPOSIT**

			Orig Unit Cost		Orig Total Cost		Unrealized	Est Ann Income	Current
Security Description	Trade Date	Face Value	Adj Unit Cost	Unit Price	Adj Total Cost	Market Value	Gain/(Loss)	Accrued Interest	Yield %
INVESTORS SVGS BK SHORT HILLS NJ CD	4/5/16	250,000.000	\$100.190	\$100.022	\$250,475.00				
Coupon Rate 0.750%; Matures 06/28/2017; CUSIP 46176Pf	X9		\$100.025		\$250,061.57	\$250,055.00	\$(6.57) LT	\$168.13	
Int. Semi-Annually Mar/Sep 28; Yield to Maturity .613%; Is	sued 03/28/16; Matu	urity Value = \$250,0	00.00; Asset Clas	s: FI & Pref					
GEORGIA BANK CD AUGUSTA GA CD	4/2/15	250,000.000	100.000	100.073	250,000.00			500.00	0.19
Coupon Rate 0.800%; Matures 07/24/2017; CUSIP 373128	G7	i .	100.000		250,000.00	250,182.50	182.50 LT	33.30	
Interest Paid Monthly May 24; Issued 04/24/15; Maturity Va	lue = \$250,000.00;	Asset Class: FI & Pre	f						
AMEX CENTURION SALT LAKE CITY UT CD	10/14/15	140,000.000	100.000	100.134	140,000.00			805.00	0.57
Coupon Rate 1.150%; Matures 10/23/2017; CUSIP 02587D	096		100.000		140,000.00	140,187.60	187.60 LT	39.59	

### **CLIENT STATEMENT** | For the Period April 1-30, 2017

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### Account Detail

**Basic Securities Account** 

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

Security Description	Trade Date	Face Value	Orig Unit Cost Adj Unit Cost	Unit Price	Orig Total Cost Adj Total Cost	Market Value	Unrealized Gain/(Loss)	Est Ann Income Accrued Interest	Current Yield %
Int. Semi-Annually Apr/Oct 21; Yield to Maturity .871%; Iss									
BANK OF CHINA NEW YORK NY CD Coupon Rate 0.800%; Matures 11/02/2017; CUSIP 06426TO Interest Paid at Maturity; Yield to Maturity .950%; Issued 1		250,000.000 ue = \$250,000.00; A	100.000 100.000 Ass <i>et Class: Fl</i> &	99.924 Pref	250,000.00 250,000.00	249,810.00	(190.00) ST	2,000.00 980.82	0.80
TEXAS EXCHANGE CROWLEY TX CD Coupon Rate 1.000%; Matures 03/29/2018; CUSIP 88241TA Interest Paid Monthly Apr 30; Yield to Maturity .962%; Issu		250,000.000 Value = \$250,000.	100.220 100.102 <i>00; Asset Class:</i>	100.035 FI & Pref	250,550.00 250,254.55	250,087.50	(167.05) LT	2,292.00	0.91
ALLY BK MIDVALE UT CD  Coupon Rate 1.100%; Matures 04/09/2018; CUSIP 02006LF  Int. Semi-Annually Apr/Oct 09; Yield to Maturity 1.110%; Is.		250,000.000 ity Value = \$250,00	100.000 100.000 0.00; Asset Class	99.991 :: FI & Pref	250,000.00 250,000.00	249,977.50	(22.50) LT	2,750.00 157.78	1.10
FLUSHING BK NY CD FLUSHING NY CD Coupon Rate 1.100%; Matures 04/16/2018; CUSIP 34387Al Interest Paid Monthly May 15; Yield to Maturity 1.120%; Iss		250,000.000 ty Value = \$250,000	100.000 100.000 0.00; Asset Class	99.981 FI & Pref	250,000.00 250,000.00	249,952.50	(47.50) LT	2,750.00 114.50	1.10
ROLLSTONE BANK FITCHBURG MA CD Coupon Rate 1.100%; Matures 04/16/2018; CUSIP 77579Al Int. Semi-Annually Apr/Oct 15; Yield to Maturity 1.121%; Is.		250,000.000 htty Value = \$250,00	100.000 100.000 0.00; Asset Class	99.980 e: Fl & Pref	250,000.00 250,000.00	249,950.00	(50.00) LT	2,750.00 112.70	1.10
comenity bank SALT LAKE CITY UT CD Coupon Rate 1.100%; Matures 04/30/2018; CUSIP 20033A: Interest Paid Monthly Nov 30; Yield to Maturity 1.413%; Iss		50,000.000 by Value = \$50,000.0	100.000 100.000 <i>00; Asset Class: I</i>	99.690 F1 & <i>Pref</i>	50,000.00 50,000.00	49,845.00	(155.00) ST	596.00	1.19
JPM COLUMBUS OH CD Coupon Rate 1.200%; Matures 10/19/2018; CUSIP 48126X0 Interest Paid Quarterly Jan 19; Callable \$100.00 on 10/19/1.		250,000.000 583%; Issued 10/19	100.000 100.000 1/16; Maturity Valo	99.445 ue = \$250,000.00	250,000.00 250,000.00 250,000.00 <i>0;</i> Asset Class: Fl & Pref	248,612.50	(1,387.50) ST	3,000.00 90.65	1.20
Merrick Bank SOUTH JORDAN UT CD Coupon Rate 1.150%; Matures 10/19/2018; CUSIP 59013JU Interest Paid Monthly Nov 19; Yield to Maturity 1.544%; Iss		250,000.000 by Value = \$250,000	100.000 100.000 0.00; Asset Class:	99.430 FI & Pref	250,000.00 250,000.00	248,575.00	(1,425.00) ST	2,875.00 87.81	1.15
COMENITY BANK JUMBO (FORMERLY WORLD FINL NETWORLD FIN	/12	200,000.000	100.000 100.000 2.00: Asset Class:	100.884	200,000.00 200,000.00	201,768.00	1,768.00 LT	3,400.00 264.32	1.68
First Bank PR SANTURCE PR CD Coupon Rate 1.550%; Matures 10/22/2018; CUSIP 33767A Interest Paid Monthly Nov 21; Yield to Maturity 1.326%; Iss	10/14/15 QP9	250,000.000	100.000 100.000	100.327	250,000.00 250,000.00	250,817.50	817.50 LT	3,875.00 96.82	1.54
CUSTOMERS BANK PHOENIXVILLE PA CD Coupon Rate 1.150%; Matures 10/29/2018; CUSIP 23204H Int. Semi-Annually Apr/Oct 27; Yield to Maturity 1.545%; Is.		250,000.000 ity Value = \$250,00	100.000 100.000 10.00; Asset Class	99.418 :: Fl & Pref	250,000.00 250,000.00	248,545.00	(1,455.00) ST	2,875.00 23.56	1.15
brow SALT LAKE CITY UT CD Coupon Rate 1.300%; Matures 03/18/2019; CUSIP 05580A	3/15/16 DW1	250,000.000	100.000 100.000	99.905	250,000.00 250,000.00	249,762.50	(237.50) LT	3,250.00 379.75	1.30

### CLIENT STATEMENT | For the Period April 1-30, 2017

Account Detail

(includes accrued interest)

### Morgan Stanley



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**Basic Securities Account** 

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

	T. 4. D. L		Orig Unit Cost	11.30	Orig Total Cost	M . 1 . 1 . 1 . 1	Unrealized	Est Ann Income	
Security Description Int. Semi-Annually Mar/Sep 18; Yield to Maturity 1.35	Trade Date 51%: Issued 03/18/16: Matu		Adj Unit Cost	Unit Price	Adj Total Cost	MarketValue	Gain/(Loss)	Accrued Interest	Yield %
BANK NEW ENG SALEM NH CD	10/12/16	250,000.000	100.000	99.064	250,000.00			2.750.00	1.11
Coupon Rate 1.100%; Matures 04/18/2019; CUSIP 06		200,000.000	100.000	33.004	250,000.00	247,660.00	(2,340.00) ST	68.70	1.11
Interest Paid Monthly Nov 21; Yield to Maturity 1.585		ity Value = \$250,000.	00; Asset Class	FI & Pref	,	•	., ,		
WHITNEY BANK GULFPORT MS CD	4/11/17	250,000.000	100.000	100.257	250,000.00			4,125.00	1.64
Coupon Rate 1.650%; Matures 04/22/2019; CUSIP 96			100.000		250,000.00	250,642.50	642.50 ST	112.70	
Int, Semi-Annually Apr/Oct 20; Yield to Maturity 1.518	8%; Issued 04/20/17; Matur	rity Value = \$250,000	0.00; Asset Class	s: FI & Pref					
wells fargo cd SIOUX FALLS SD CD	4/15/16	250,000.000	100.000	99.751	250,000.00			3,125.00	1.25
Coupon Rate 1.250%; Matures 04/22/2019; CUSIP 94			100.000		250,000.00	249,377.50	(622.50) LT	86.75	
Interest Paid Monthly May 20; Yield to Maturity 1.378	3%; Issued 04/20/16; Matur	•	.00; Asset Class						
CAPITAL ONE NA MCLEAN VA CD	10/14/15	250,000.000	100.000	100.895	250,000.00			4,875.00	1.93
Coupon Rate 1.950%; Matures 10/21/2019; CUSIP 14		* 4050.000	100.000	5100.6	250,000.00	252,237.50	2,237.50 LT	119.87	
Int. Semi-Annually Apr/Oct 21; Yield to Maturity 1.580		•							
Goldman Sachs NEW YORK NY CD	10/14/15	250,000.000	100.000	100.895	,	050 007 50	0.007.50.17	4,875.00	1.93
Coupon Rate 1.950%; Matures 10/21/2019; CUSIP 38		rit. Value — \$250.000		. El P Drof	250,000.00	252,237.50	2,237.50 LI	119.87	
Int. Semi-Annually Apr/Oct 21; Yield to Maturity 1.580	· · · · · · · · · · · · · · · · · · ·	•							
HSBC BANK USA MCLEAN VA CD	4/11/17	250,000.000	100.000	100.091		250 227 50	227 E0 CT	4,250.00	1.69
Coupon Rate 1.700%; Matures 10/24/2019; CUSIP 40	•	6629/ Jacuard M.12/1		lua — ¢250 000 0	•	•	227.30 51	69.67	
	<u> </u>			•	•			4,500.00	1 70
SALLIE MAE BK CD SALT LAKE CITY UT CD Coupon Rate 1.800%; Matures 03/23/2020; CUSIP 79	4/11/17	250,000.000	100.173	100.038		250 145 00	(286 0A) ST	4,500.00 476.90	1.79
Int. Semi-Annually Mar/Sep 22; Yield to Maturity 1.77		urity Value = \$250 00		cc. Fl & Prof	230,431.34	230,143.00	(200.34) 31	470.30	
BANK BARODA NEW YORK BRH CD	4/11/17	250.000.000			250 000 00			5.375.00	2.13
Coupon Rate 2.150%; Matures 04/19/2021; CUSIP 06		230,000.000	100.000	100.773	,	251 937 50	1 937 50 ST	190.91	2.13
Int. Semi-Annually Apr/Oct 17; Yield to Maturity 1,946		rity Value = \$250,000		0.000 100.895 250,000.00 252,237.50 2,237.50 LT set Class: FI & Pref 0.000 100.091 250,000.00 250,227.50 227.50 ST turity Value = \$250,000.00; Asset Class: FI & Pref 0.175 100.058 250,437.50 0.173 250,431.94 250,145.00 (286.94) ST sset Class: FI & Pref 0.000 100.775 250,000.00 251,937.50 1,937.50 ST	130.31				
		· · · · · · · · · · · · · · · · · · ·	,						
	Percentage				Orig Total Cost		Unrealized	Est Ann Income	Current
	of Holdings	Face Value			Adj Total Cost	Market Value	Gain/(Loss)	Accrued Interest	Yield %
CERTIFICATES OF DEPOSIT		5,390,000.000			\$5,391,462.50	¢5 200 500 40	to 030 00 1 =	\$67,593.00	1.25%
					\$5,390,748.06	\$5,392,593.10	\$6,276.98 LT \$(4,431.94) ST	\$3,795.10	
							⊅(+,+3±.3+) 31		
TOTAL CERTIFICATES OF DEPOSIT	99.32%					\$5,396,388.20			

**CLIENT STATEMENT** | For the Period April 1-30, 2017

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**Account Detail** 

**Basic Securities Account** 

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

	Percentage of Holdings	Total Cost	Market Value	Unrealized Gain/(Loss)	Est Ann Income Current Accrued Interest Yield %
TOTAL MARKET VALUE		\$5,390,748.06	\$5,429,604.48	\$6,276.98 LT \$(4,431.94) ST	\$67,597.00 1.24% \$3,795.10
TOTAL VALUE (includes accrued interest)	100 00%		<b>\$5 433 399 58</b>		

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

### ALLOCATION OF ASSETS (\*includes accrued interest)

			Fixed Income &		Annuities &	Structured	
	Cash	Equities	Preferred Securities	Alternatives	Insurance	Investments	Other
Cash, BDP, MMFs	\$37,011.38	*****			-		_
Certificates of Deposit ^			\$5,396,388.20			•	·
TOTAL ALLOCATION OF ASSETS ^	\$37,011.38	4	\$5,396,388.20				-

### **ACTIVITY**

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

Activity	Settleme	nt					
Date	Date	Activity Type	Description	Comments	Quantity	Price	Credits/(Debits)
4/3		Interest Income	COMENITY BANK CD 1700 180C22	CUSIP: 20099AYI2		,	\$288.77
4/3		Interest Income	TEXAS EXCHANGE 1000 18MH29	CUSIP: 88241TAN0			212.33
4/10		Interest Income	ALLY BK 1100 18AP09	CUSIP: 02006LPY3			1,371.23
4/10		Interest Income	discover 0850 17AP10	CUSIP: 254672LJ5			1,071.23
4/10		Interest Income	SYNOVUS BANK CD 0800 17AP10	CUSIP: 87164DGY0			1,002.74
4/10	4/10	Redemption	discover 0850 17AP10	REDEMPTION OF MATURED BOND	250,000.000	100.0000	250,000.00
			·	CUSIP: 254672LJ5			
4/10	4/10	Redemption	SYNOVUS BANK CD 0800 17AP10	REDEMPTION OF MATURED BOND	250,000.000	100.0000	250,000.00
				CUSIP: 87164DGY0			
4/11	4/17	Bought	SALLIE MAE BK CD 1800 20MH23	ACTED AS PRINCIPAL	250,000.000	100.1750	(250,758.05)
				ACCRUED INTEREST 320.55			
4/11	4/20	Bought	WHITNEY BANK 1650 19AP22	ACTED AS PRINCIPAL	250,000.000	100.0000	(250,000.00)
4/11	4/24	Bought	HSBC BANK USA 1700 *190C24	ACTED AS PRINCIPAL	250,000.000	100.0000	(250,000.00)
4/11	4/17	Bought	BANK BARODA NY CD 2150 21AP19	ACTED AS PRINCIPAL	250,000.000	100.0000	(250,000.00)
4/13		Interest Income	EVERBANK CD 0800 17AP13	CUSIP: 29976DWK2			986.30
4/13	4/13	Redemption	EVERBANK CD 0800 17AP13	REDEMPTION OF MATURED BOND	250,000.000	100.0000	250,000.00
				CUSIP: 29976DWK2			
4/17		Interest Income	ROLLSTONE BANK 1100 18AP16	CUSIP: 77579ABL9			1,371.23
4/17		Interest Income	Peoples United 0750 17AP17	CUSIP: 71270QMQ6			945.21
1/1/		microst moonic	1 copies cilited	00011.71270Q111Q0			

### CLIENT STATEMENT | For the Period April 1-30, 2017

### Morgan Stanley



\$15,806.54

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**Basic Securities Account** 

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

### **Account Detail**

**NET CREDITS/(DEBITS)** 

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

Activity	Settleme	nt		* · · · · · · · · · · · · · · · · · · ·			
Date	Date	Activity Type	Description	Comments	Quantity	Price	Credits/(Debits)
4/17		Interest Income	FLUSHING BK NY CD 1100 18AP16	CUSIP: 34387ABH1			233.56
4/17	4/17	Redemption	Peoples United 0750 17AP17	REDEMPTION OF MATURED BOND	250,000.000	100.0000	250,000.00
				CUSIP: 71270QMQ6			
4/19		Interest Income	JPM 1200 *180C19	CUSIP: 48126XGP4			739.73
4/19		Interest Income	Merrick Bank 1150 180C19	CUSIP: 59013JUF4			244.18
4/20		Interest Income	wells fargo cd 1250 19AP22	CUSIP: 9497484N4			265.41
4/21		Interest Income	CAPITAL ONE NA CD 1950 190C21	CUSIP: 14042RBA8			2,430.82
4/21		Interest Income	Goldman Sachs 1950 190C21	CUSIP: 38148JU58			2,430.82
4/21		Interest Income	AMEX CENTURION 1150 170C23	CUSIP: 02587DD96			802.79
4/21		Interest Income	First Bank PR 1550 180C22	CUSIP: 33767AQP9			329.11
4/21		Interest Income	BANK NEW ENG CD 1100 19AP18	CUSIP: 063847AN7			233.56
4/24		Interest Income	GEORGIA BANK CD 0800 17JL24	CUSIP: 373128FG7			169.86
4/27		Interest Income	CUSTOMERS BANK 1150 180C29	CUSIP: 23204HEL8			1,433.56
4/28		Interest Income	MORGAN STANLEY BANK N.A.	•	-		1.44
			(Period 04/01-04/30)				
4/28		Interest Income	MORGAN STANLEY PRIVATE BANK NA				0.71
			(Period 04/10-04/30)				

Purchase and Sale transactions above may have received an average price execution. Details regarding the actual prices are available upon request.

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

Activity	1			•	
Date	Activity Type	Description			Credits/(Debits)
4/3	Automatic Investment	BANK DEPOSIT PROGRAM			\$501.10
4/10	Automatic Investment	BANK DEPOSIT PROGRAM	T <sub>1</sub>		503,445.20
4/13	Automatic Investment	BANK DEPOSIT PROGRAM			250,986.30
4/17	Automatic Redemption	BANK DEPOSIT PROGRAM	• • •		(248,208.05)
4/19	Automatic Investment	BANK DEPOSIT PROGRAM	,		983.91
4/20	Automatic Redemption	BANK DEPOSIT PROGRAM			(249,734.59)
4/21	Automatic Investment	BANK DEPOSIT PROGRAM			6,227.10
4/24	Automatic Redemption	BANK DEPOSIT PROGRAM			(249,830.14)
4/27	Automatic Investment	BANK DEPOSIT PROGRAM			1,433.56
4/28	Automatic Investment	BANK DEPOSIT PROGRAM			1.44
4/28	Automatic Investment	BANK DEPOSIT PROGRAM	· .		0.71
NET A	CTIVITY FOR PERIOD		*		\$15,806.54

**CLIENT STATEMENT** | For the Period April 1-30, 2017

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**Basic Securities Account** 

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

### **Account Detail**

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

	Date	Date		Sales	Orig / Adj	Realized	
Security Description	Acquired	Sold	Quantity	Proceeds	Total Cost	Gain/(Loss)	Comments
EVERBANK CD .800 4-13-17	04/02/15	04/13/17	250,000.000	\$250,000.00	\$250,000.00	\$0.00	
Peoples United 3/4 4-17-17	04/02/15	04/17/17	250,000.000	250,000.00	250,000.00	0.00	
SYNOVUS BANK CD .800 4-10-17	04/02/15	04/10/17	250,000.000	250,000.00	250,000.00 <sup>-</sup>	0.00	
discover .850 4-10-17	04/02/15	04/10/17	250,000.000	250,000.00	250,000.00	0.00	
Long-Term This Period				\$1,000,000.00	\$1,000,000.00	\$0.00	
Long-Term Year to Date				\$1,000,000.00	\$1,000,000.00	\$0.00	
Net Realized Gain/(Loss) This Period				\$1,000,000.00	\$1,000,000.00	\$0.00	
Net Realized Gain/(Loss) Year to Date				\$1,000,000.00	\$1,000,000.00	\$0.00	

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

### **MESSAGES**

#### Settlement Cycle Change to Trade Date Plus Two (T+2)

On September 5, 2017, the settlement cycle for equities, corporate and municipal bonds, and unit investment trusts traded in the United States, Canada and Mexico will change from a three day to a two day cycle. Upon the effective date, you will be required to fund purchases and make deliveries of securities for sales on trade date plus two business days.



	FY2017 BUDGET	FY2018 BUDGET
Operations	23,654,000	24,245,000
Maintenance	7,314,000	7,518,000
Administration	7,535,000	5,432,000
Illinois Terminal	1,248,000	1,261,000
Operating Expenses	39,751,000	38,456,000
Debt Service and Interest	13,858,000	2,818,500
Total Eligible Expenses Total Ineligible Expenses Total Capital Total Appropriations	53,609,000	<b>41,274,500</b> 200,000 4,450,000 <b>45,924,500</b>

## CHAMPAIGN-URBANA MASS TRANSIT DISTRICT ESTIMATE OF REVENUES AND EXPENSES

#### FY2018

Cash on H	and		\$7,500,000
REVENUE			
	State Operating Grant		27,282,000
	Property Taxes		7,500,000
	Operating Revenue/Fares		7,403,000
	Rental & Miscellaneous		695,000
	Interest		70,000
	State Corporate Replacement Tax		150,000
	ADA Fares		220,000
	Advertising		300,000
	Half Fare Cab Program		93,000
	Capital Reserve Transfer		\$2,211,500
	Total Revenues & Cash on Hand		\$53,424,500
EXPENSES			
	Eligible Operating Expenses		\$38,456,000
	Eligible Debt Service		2,818,500
	Ineligible Operating Expenses		200,000
	100% Local Fixed Asset Additions		4,450,000
	Total Expenses		\$45,924,500
Ending Ba	lance		\$7,500,000
Held in Res	erve:		
	DOAP Overpayment	(\$546,000)	
	Carle Est. Tax Levy Appeal	(\$815,000)	
	Presence Est. Tax Levy Appeal	(\$304,000)	
	IL Replacement Tax Reserve	(\$26,000)	
	GASB 68 Pension Liability Funds	(\$746,000)	

	FY2017	FY2018
OPERATIONS:	BUDGET	BUDGET
WAGES:		
Operators	8,800,000	8,900,000
Street Supervisors and Dispatchers	1,121,000	1,150,000
Other Supervisory	779,000	800,000
Clerical	275,000	300,000
Labor Credit	0	0
	10,975,000	11,150,000
FRINGE BENEFITS:		
FICA / Social Security	1,000,000	975,000
IMRE	1,950,000	1,950,000
Employee Health Insurance	2,600,000	2,808,000
Worker's Compensation	300,000	200,000
Unemployment Insurance	50,000	50,000
Paid Absences	2,600,000	2,600,000
Uniform Allowances	39,000	49,000
Early Retirement	150,000	100,000
Other Fringes	60,000	60,000
	8,749,000	8,792,000
SERVICES:		
Printing	75,000	55,000
Taxi	175,000	175,000
ADA Service	575,000	600,000
Other Services	25,000	28,000
	850,000	858,000
MATERIALS / SUPPLIES CONSUMED:		
Fuel, Lubrications	2,750,000	3,000,000
Fuel Tax - Urbana	33,000	45,000
Tires & Tubes	126,000	150,000
Small Equipment	20,000	40,000
Other Material and Supplies	31,000	40,000
	2,960,000	3,275,000
MISCELLANEOUS:		
Leased Equipment	100,000	150,000
Other	20,000	20,000
	120,000	170,000
TOTAL OPERATIONS EXPENSES:	23,654,000	24,245,000

	FY2017	FY2018
MAINTENANCE:	BUDGET	BUDGET
WAGES:		
Mechanics	1,300,000	1,300,000
Cleaners	750,000	700,000
Supervisors/Clerical	600,000	750,000
Labor Credit	000,000	0
	2,650,000	2,750,000
	_,,,	_,,
FRINGE BENEFITS:		
FICA / Social Security	210,000	210,000
IMRF	575,000	575,000
Employee Health Insurance	610,000	658,000
Worker's Compensation	300,000	225,000
Unemployment Insurance	12,000	12,000
Paid Absences	370,000	450,000
Uniforms and Tools Allowances	35,000	40,000
Early Retirement	100,000	45,000
Other Fringes	20,000	25,000
	2,232,000	2,240,000
SERVICES.		
SERVICES: Contract Maintenance	120,000	120,000
Other Services	6,000	5,000
Other Services	126,000	125,000
		,
MATERIALS / SUPPLIES CONSUMED:		
Fuel/Lubricants	160,000	110,000
Garage Equipment Repairs	40,000	40,000
Building and Grounds Repairs	90,000	90,000
Revenue Vehicle Repairs	1,750,000	1,900,000
Service Vehicle Repairs	25,000	25,000
Service Supplies	57,000	55,000
Shop Tools and Equipment	40,000	40,000
Passenger Shelter Repairs	70,000	80,000
Other Material and Supplies Consumed	39,000	25,000
	2,271,000	2,365,000
MISCELLANEOUS:		
Leased Equipment	25,000	28,000
Other	10,000	10,000
	35,000	38,000
	•	,
TOTAL MAINTENANCE EXPENSES:	7,314,000	7,518,000

PRELIMINARY BODGET FOR TIZOTO	FY2017	FY2018	
ADMINSTRATION	BUDGET	BUDGET	
WAGES:			
Supervisors	1,050,000	1,200,000	
Clerical	300,000	310,000	
Labor Credit	0	0	
	1,350,000	1,510,000	
FRINGE BENEFITS:			
FICA / Social Security	100,000	80,000	
IMRF	2,700,000	200,000	
Employee Health Insurance	225,000	275,000	
Worker's Compensation	3,000	5,000	
Unemployment Insurance	3,000	3,000	
Paid Absences	0	5,000	
Early Retirement	0	0	
Other Fringes	50,000	50,000	
	3,081,000	618,000	
SERVICES:			
Professional & Technical Services	650,000	700,000	
Contract Maintenance	395,000	450,000	
Printing	0	1,000	
Other Services	50,000	40,000	
	1,095,000	1,191,000	
MATERIALS / SUPPLIES CONSUMED:			
Office Supplies	30,000	20,000	
Equipment	20,000	20,000	
Building & Grounds Repair	50,000	50,000	
	100,000	90,000	
INSURANCE:			
IPTRMA Premium	470,000	500,000	
IPTRMA Reserve Fund	475,000	500,000	
Physical Damage	45,000	50,000	
Recovery	-25,000	-25,000	
Other	0	0	
	965,000	1,025,000	
MISCELLANEOUS:			
Utilities	300,000	310,000	
Dues/Subscriptions	64,000	75,000	
Travel & Meeting	80,000	88,000	
Advertising / Public Information	175,000	200,000	
Interest Expense	0	0	
Advertising Services	0	0	
Leased Equipment	200,000	200,000	
Other Expenses	125,000	125,000	
	944,000	998,000	
TOTAL GENERAL ADMINISTRATION EXPENSES:	7,535,000	5,432,000	

	FY2017	FY2018
ILLINOIS TERMINAL	BUDGET	BUDGET
WAGES:		
Clerical	145,000	120,000
Security	145,000	140,000
Maintenance	125,000	135,000
Supervisory	110,000	142,000
	525,000	537,000
FRINGE BENEFITS:		
FICA / Social Security	46,000	40,000
IMRF	83,000	65,000
Employee Health Insurance	135,000	150,000
Worker's Compensation	25,000	50,000
Unemployment Insurance	3,000	3,000
Other Fringes (includes Early Retirement)	37,000	35,000
	329,000	343,000
SERVICES:		
Contract	40,000	40,000
Professional & Technical	5,000	3,000
Other Services	5,000	7,000
	50,000	50,000
MATERIALS / SUPPLIES CONSUMED:		
Service Supplies	28,000	25,000
Office Supplies	6,000	6,000
Equipment	20,000	15,000
Building & Grounds Repair	115,000	120,000
	169,000	166,000
UTILITIES:	150,000	140,000
MISCELLANEOUS	25,000	25,000
TOTAL ILLINOIS TERMINAL EXPENSES:	1,248,000	1,261,000

#### **CHAMPAIGN-URBANA MASS TRANSIT DISTRICT - CAPITAL**

### **DEBT SERVICE FOR FY2018**

Waste Oil Heater Replacement		42,000
MCORE Kiosks		1,292,000
Admin Storage Facility		42,000
Transfer Facility		650,000
Admin to CDL Training Facility Sidewalk		52,500
Admin Hot Water Boiler		68,500
Operations Rehab		105,000
*1101 Rooftop A/C Unit		110,000 *
*Illinois Terminal Boiler Replacement		183,000 *
*Illinois Terminal Lavatory Replacements		47,500 *
*Maintenance Fall Protection		11,000 *
*Fuel Management System		105,000 *
*CDL Training Center Construction	_	110,000 *
	TOTAL	2,818,500

### **LOCAL CAPITAL EXPENDITURES FOR FY2018**

MCORE Local Share		3,000,000
Land Purchases		450,000
Architectural & Engineering: 803, 1207, Misc		500,000
Shelters, Kiosks, Stops, & Associated Work		300,000
Miscellaneous Facility Improvements		200,000
	TOTAL	4,450,000

<sup>\*</sup> These items were approved and received IDOT concurrence in FY2017 and in several cases the work has begun. Because of the nature of the debt service funding mechanism, work completed after July 1, 2017 must utilize FY2018 funds.

### ORDINANCE NO. 2017-2

# BUDGET AND APPROPRIATION ORDINANCE OF THE CHAMPAIGN-URBANA MASS TRANSIT DISTRICT

CHAMPAIGN COUNTY, ILLINOIS

FOR THE FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018

WHEREAS, notice of a public hearing on the Tentative Budget and Appropriation
Ordinance was given in the Champaign-Urbana News-Gazette on May 24, 2017, and
WHEREAS, a public hearing was held upon Tentative Budget and Appropriation
Ordinance on the 28th day of June, 2017

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

<u>Section 1.</u> For the fiscal year ending June 30, 2018, the following sums of money are appropriated for the corporate purposes of the Champaign-Urbana Mass Transit District, Urbana, Illinois:

				AMOUNT	
				APPROPRIATED	
1	OPER	ATIONS			
	۸	Wagas			
	Α	Wages		¢8 000 000	
		(1) Operators' Wages		\$8,900,000	
		(2) Supervisory Wages		1,950,000	
		(3) Clerical		300,000	
			Total		\$11,150,000
	В	Benefits			
		(1) FICA		\$975,000	
		(2) Illinois Municipal Retirement Fund		1,950,000	
		(3) Employee Health Insurance		2,808,000	
		(4) Worker's Compensation Insurance		200,000	
		(5) Unemployment Insurance		50,000	
		(6) Paid Leave (Sick Leave, Holidays, etc.)		2,600,000	
		(7) Uniform Allowance		49,000	
		(8) Early Retirement		100,000	
		(9) Other Benefits		60,000	
			Total	,	\$8,792,000
	С	Services			
	Ü	(1) Printing		\$55,000	
		(2) Half Fare Cab		175,000	
		(3) ADA Service		600,000	
		(4) Other		28,000	
		(., 555.	Total	23,300	\$858,000
					, ,

D	Supplies (1) Fuel and Lubricants (2) Fuel Tax - Urbana (2) Tires and Tubes (3) Small Equipment (4) Other Material and Supplies	Total	\$3,000,000 45,000 150,000 40,000 40,000	\$3,275,000
E	Miscellaneous (1) Leased Equipment (2) Other	Total	\$150,000 20,000	\$170,000
	TOTAL OPERATIONS			\$24,245,000
MAIN	NTENANCE			
А	Wages (1) Mechanics' Wages (2) Service Personnel Wages (3) Supervisory Wages	Total	\$1,300,000 700,000 750,000	\$2,750,000
В	Benefits (1) FICA (2) Illinois Municipal Retirement Fund (3) Employee Health Insurance (4) Worker's Compensation Insurance (5) Unemployment Insurance (6) Paid Leave (Sick Leave, Holidays, etc.) (7) Uniform Allowance (8) Tool Allowance (9) Early Retirement (10) Other Benefits	Total	\$210,000 575,000 658,000 225,000 12,000 450,000 31,000 9,000 45,000 25,000	\$2,240,000
С	Services (1) Contract Maintenance (2) Other Services		120,000 5,000	
		Total		\$125,000

D	Materials / Supplies			
	(1) Fuel and Lubricants		110,000	
	(2) Garage Equipment Repairs		40,000	
	(3) Building / Ground Repairs		90,000	
	(4) Revenue Vehicle Repairs		1,900,000	
	(5) Service Vehicle Repairs		25,000	
	·			
	(6) Service Supplies		55,000	
	(7) Shop Tools and Equipment		40,000	
	(8) Passenger Shelter Repairs		80,000	
	(9) Other Material and Supplies		25,000	
		Total		\$2,365,000
E	Miscellaneous			
	(1) Leased Equipment		28,000	
	(2) Other		10,000	
				\$38,000
	TOTAL MAINTENANCE			\$7,518,000
GENE	RAL ADMINISTRATION			
Α	Wages			
	(1) Administrative Salaries		\$1,200,000	
	(2) Clerical		310,000	
		Total		\$1,510,000
В	Benefits			
	(1) FICA		\$80,000	
	(2) Illinois Municipal Retirement Fund		200,000	
	(3) Employee Health Insurance		275,000	
	(4) Worker's Compensation Insurance		5,000	
	(5) Unemployment Insurance		3,000	
	(6) Early Retirement		3,000	
	(7) Other Benefits		55,000	
	(7) Other Benefits	Tatal	33,000	¢C10 000
		Total		\$618,000
C	Comitoes			
С	Services		6700 000	
	(1) Professional & Technical Services		\$700,000	
	(2) Contract Maintenance		450,000	
	(3) Printing		1,000	
	(4) Other Services		40,000	
		Total		\$1,191,000
D	Supplies			
	(1) Office Supplies		\$20,000	
	(2) Equipment		20,000	
	(3) Building / Ground Repairs		50,000	
		Total		\$90,000

E	Utilities (1)Utilities	Total	310,000	\$310,000
F	Insurance Premiums (1) Illinois Public Transit Risk	rotal		φσ10,000
	Management Association Premium Assessment (2) Illinois Public Transit Risk		500,000	
	Management Association Reserve Fund Assessment		500,000	
	(3) Physical Damage		50,000	
	(4) Recovery (5) Other		-25,000	
		Total		\$1,025,000
G	Miscellaneous (1) Dues and Subscriptions		75,000	
	(2) Travel and Meetings (3) Public Information		88,000 200,000	
	(4) Trustee Compensation		8,000	
	(5) Postage		8,000	
	<ul><li>(6) Advertising Services</li><li>(7) Other Miscellaneous</li></ul>		109,000	
	(8) Leased Equipment		200,000	
	(9) Interest Expense (10) Debt Service Equipment		2,818,500	
	( - /	Total	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	\$3,506,500
	TOTAL GENERAL ADMINISTRATION			\$8,250,500
ILLIN	OIS TERMINAL			
Α	Wages			
	(1) Clerical (2) Security		\$120,000 140,000	
	(3) Maintenance		135,000	
	(4) Overhead	Takal	142,000	ć527.000
		Total		\$537,000
В	Benefits (1) FICA		\$40,000	
	(2) Illinois Municipal Retirement Fund		65,000	
	(3) Employee Health Insurance		150,000	
	(4) Worker's Compensation Insurance (5) Unemployment Insurance		50,000 3,000	
	(6) Paid Leave (Sick Leave, Holidays, etc.)		20,000	
	(7) Other Fringes	Tatal	15,000	6242.000
		Total		\$343,000

С	Services (1) Contract (2) Professional & Technical Services (3) Other	Total	40,000 3,000 7,000	\$50,000
D	Materials / Supplies (1) Service Supplies (2) Office Supplies (3) Equipment (4) Building and Grounds	Total	25,000 6,000 15,000 120,000	\$166,000
E	Utilities (1)Utilities	Total	140,000	\$140,000
F	Miscellaneous (1) Miscellaneous	Total	25,000	\$25,000
	TOTAL ILLINOIS TERMINAL			\$1,261,000
CAPI	TAL EXPENDITURES			
(1) (2) (3) (4) (5)	Architectural and Engineering 803, 1101, 1207, 45 East, & Misc. Shelters, Stops & Associated Work Facility Improvements 803, 1101 & 45 East MCORE Local Share Land Purchases TOTAL CAPITAL		\$500,000 \$300,000 \$200,000 \$3,000,000 \$450,000	\$4,450,000
TOTA	L APPROPRIATIONS			\$4,450,000 \$ <b>45,724,500</b>
				. , ,

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.	CASH ON HAND AT BEGINNING OF FISCAL PERIOD \$7,21			\$7,211,500
В.	ESTIN (1)	AATED RECEIPTS  Cash Receipts a) Operating Revenue b) Advertising Revenue c) Interest Income	7,716,000 300,000 70,000 Total	\$8,086,000
	(2)	Cash Receipts IDOT Downstate		
		Operating Assistance Funds		\$27,282,000
	(3)	Corporate Replacement Tax		\$150,000
	(4)	Estimated Receipts from Taxes		
		to be Levied		
		a) General Levy	4,200,000	
		b) Social Security Levy	1,000,000	
		c) Illinois Municipal Retirement Fund Levy	1,673,000	
		d) Worker's Compensation	82,000	
		e) Liability Insurance and Claims Service and Claims	496,000	
		f) Unemployment Insurance	34,000	
		g) Auditing	15,000	
			Total	\$7,500,000
TOTA	L ESTIM	NATED RECEIPTS AND CASH ON HAND		\$50,229,500
C.	EXPE	CTED CASH ON HAND AT END OF YEAR		\$4,505,000

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:

Jack Waaler, Secretary



To: Board of Trustees

From: Adam Shanks, Safety and Training Director

Date: May 2017

Subject: Approval of the Amended MTD Substance Abuse Policy

- A. Introduction The District is required to update its substance abuse policy as needed.
- **B.** Recommended Action: Staff recommends approval of this amended policy.
- **C. Prior Trustee Action:** Approvals issued on 08/27/2008 and 02/01/2012.
- **D. Summary:** The purpose of the Substance Abuse Policy is to ensure a safe, drug free environment for all employees and the public.

The following changes have been made:

- 1. Added the updated amendment date on page 1
- 2. Added page 80 to the index on page 3
- 3. Added the Safety and Training Assistant Director of Compliance and the Safety and Training Director of Instruction to section 7.0 as designated representatives on page 6
- 4. Added SafeWorks Illinois to section 11.1 as a collection site on page 9
- 5. Added the new amendment signing document on page 80
- **E. Background:** The District has had a Substance Abuse Policy since 1996 and the current policy has been in place since 2008.
- **F.** Alternatives advantages/disadvantages: Approving this amended policy will allow the District to continue to enforce its Substance Abuse Policy. If the Board does not approve this amendment the current policy will stay in effect until an amended policy is approved.
- **G. Budget & Staffing Impacts:** This policy amendment will have no additional impact to the current budget and no staffing impact.





# The Champaign-Urbana Mass Transit District

# Substance Abuse Policy and Program Update

(Champaign-Urbana Mass Transit District, hereinafter shall be referred to as the CUMTD, transit system, or employer)

Updated and Amended: 08/27/2008

Updated and Amended: 02/01/2012 Updated and Amended: 01/02/2014 Updated and Amended: 06/19/2015 Updated and Amended: 12/10/2016 Updated and Amended: 04/25/2017

This Policy is hereby Updated and Amended and Adopted by:

The Champaign-Urbana Mass Transit District Board of Trustees

on

August 27, 2008

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#### **CUMTD DRUG and ALCOHOL TESTING PROGRAM POLICY**

### 1.0 Policy Statement

As a public transit system, the CUMTD provides public transit services to residents and visitors of Champaign-Urbana. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol free work environment, and to ensure that the workplace remains free from the adverse effects of drugs and alcohol in order to promote the health and safety of our employees and the general public. In keeping with this mission, the CUMTD declares that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances or misuse of alcohol is prohibited for all CUMTD employees.

### 2.0 Purpose

As a direct recipient of funding from the Federal Transit Administration (FTA), the CUMTD is required to follow the FTA's rules and regulations on drug and alcohol testing stated in **49 CFR Part 655** and the procedures for testing in **49 CFR Part 40.** This document establishes CUMTD Policy on drug and alcohol use and describes our program of drug and alcohol testing.

This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration of the U.S. Department of Transportation (USDOT) has published 49 CFR Part 655 Prevention of Alcohol Misuse and Prohibited Drug Use in Transit as amended, that mandates testing of safety-sensitive employees for the use of prohibited drugs and the misuse of alcohol in violation of Federal statutes or regulations, and prohibits performance of safety-sensitive functions when there is a positive test result.

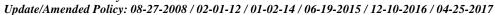
The FTA has also published 49 CFR Part 40, revised and corresponding technical amendments, that sets standards for the collection and analysis of urine and breath and/or saliva specimens as part of the required testing program. The FTA's drug and alcohol testing procedures in 49 CFR Part 40 shall be considered incorporated herein by reference and is available for review by employees upon request.

### 3.0 <u>Drug-Free Workplace Act of 1988 and</u> the Omnibus Transportation Employee Testing Act of 1991

In 1988, Congress passed the **Drug-Free Workplace Act of 1988**, which requires all recipients of federal financial assistance to establish drug-free workplace policies and to report certain drug-related offenses. The **Drug-Free Workplace Act states, the unlawful manufacture, distribution, dispensing, possession or use of all controlled substances is prohibited in the workplace.** Employees of CUMTD found to be in violation of the Drug-Free Workplace Act will be subject to discipline up to and including termination as an employee of the District.

In 1991, Congress passed the Omnibus Transportation Employee Testing Act of 1991(the Act) mandating the Secretary of Transportation to issue regulations to combat prohibited drug use and alcohol misuse in the transportation industry. The Act requires the FTA to issue regulations requiring direct and indirect recipients of FTA funds under 49 U. S. C. 5307, 5309, and 5311, and 23 U. S. C. 103(e)(4) to test safety-sensitive

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employee for prohibited drug use and alcohol misuse in violation of law or federal regulations. As a condition of FTA funding, the Act requires recipients to establish testing programs to detect use of prohibited drugs and misuse of alcohol.

This Policy also incorporates guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988 and the Omnibus Transportation Employee Testing Act of 1991.

### 4.0 Preemption of State and Local Laws

49 CFR Part 655.60 preempts any state or local law, rule, regulation, or order to the extent that: 1) Compliance with both the state or local requirement and any requirement in this part is not possible; or 2) Compliance with the state or local requirement is an obstacle to the accomplishment and execution of any requirement in this part. The Act shall not be construed to preempt provisions of state criminal laws that impose sanctions for reckless conduct attributed to prohibited drug use or alcohol misuse leading to actual loss of life, injury, or damage to property, whether the provisions apply specifically to transportation employees or employers or to the general public.

### 5.0 Applicability

This Substance Abuse Testing Program Policy applies to all CUMTD employees who perform safety-sensitive functions. The FTA drug and alcohol testing rules also apply to any contract employees of the CUMTD or independent contractor that performs any safety-sensitive service on CUMTD's behalf, or uses any federally funded public transit vehicles. CUMTD employees that do not perform safety-sensitive functions are also covered under this Policy under the sole authority of the CUMTD. A safety-sensitive function is any duty related to the operation of mass transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, persons who control the movement of revenue service vehicles, and any other transit employee who is required to hold a Commercial Drivers License.

A listing of the positions within CUMTD that are subject to testing under this Policy is provided in Attachment II. Those positions that are required to be included because they perform one or more safety-sensitive duties are marked as such.

Any agency, business, or organization that provides transportation services under contract to CUMTD is also subject to the FTA drug and alcohol testing rules and regulations and must have its own formally adopted drug and alcohol program and policy in place.

CUMTD employees' performing maintenance functions (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service are included in the FTA drug and alcohol testing program. Maintenance service provided under contract, or an ad hoc or one-time basis is excluded from the FTA drug and alcohol testing program.

The drug and alcohol testing rules do not apply to taxi cab owner-operators, or taxi cab drivers that accept CUMTD subsidized vouchers, as CUMTD patrons can choose from a variety of taxicab operators for service.



### 6.0 Education and Training

Every covered employee will have access to this Policy through the CUMTD intranet and will have ready access to the corresponding federal regulations through the DER. In addition, CUMTD has established an employee education and training program for all covered employees. The educational component shall consist of a display and/or distribution to every covered employee of informational material from the Carle Employee Assistance Program for rehabilitation and counseling services. [49 CFR Part 655.14(b) / Part 655.14(a)]

All covered employees must undergo a minimum of 60 minutes of training on the signs and symptoms of prohibited drug use including the effects and consequences of drug use on personal health, safety, and the work environment and the effects of alcohol misuse.

All supervisory personnel who are in a position to determine employee fitness for duty and authorized by CUMTD to make reasonable suspicion determinations must receive at least 60 minutes of training on the physical, behavioral, and performance indicators of probable drug use and at least 60 minutes of additional training on the physical, behavioral, speech, and performance of probable alcohol misuse.

Information on the signs, symptoms, health effects, and consequences of prohibited drug use and alcohol misuse is presented in Attachment V. of this Policy.

# 7.0 Drug and Alcohol Program Manager (DAPM) and/or Designated Employer Representative (DER)

CUMTD's Safety & Training Director, Safety & Training Assistant Director of Compliance, and Safety & Training Assistant Director of Instruction have been designated to represent CUMTD on all issues covered under this Policy both as the Drug and Alcohol Program Managers (DAPM's) and the Designated Employer Representatives (DER's). This includes answering all employee questions concerning CUMTD anti-drug use and alcohol misuse programs, or any aspect of the CUMTD Substance Abuse Policy. The DER is also responsible for receiving information about certain kinds of test results and taking required action, such as causing an employee to be removed from the performance of safety-sensitive functions. Collectors shall contact the DER with any problems or issues that may arise during the testing process. Detailed contact information is presented in Attachment I of this Policy.

#### 8.0 Prohibited Substances

Prohibited substances addressed by this Policy include the following:

#### 8.1 Illegal Substance or Drugs

Illegally used controlled substances or drugs under the Drug-Free Workplace Act of 1988, any drug or any substance identified in Schedule I-V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 - 1300.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP), as well as any drug not approved for medical use by the U.



S. Drug Enforcement Administration or the U. S. Food and Drug Administration. Illegal use includes use of any of the five-specified prohibited illegal drugs, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Also, the medical use of marijuana, or the use of hemp related products, which cause drug or drug metabolites to be present in the body above the minimum thresholds is a violation of this policy.

The CUMTD reserves the right to test for more than the FTA designated five prohibited drugs. This test will be a Non-DOT test and must be separate from the FTA test. Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all covered employees be tested for marijuana, cocaine, amphetamines, opiates, and phencyclidine. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty.

#### 8.2 Legal Drugs:

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited under Federal rules. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to the CUMTD DER or a supervisor and the employee may be required to obtain a written release from their physician or pharmacist indicating that the employee can safely perform assigned safety-sensitive functions. The employee may also be required to sign a Medical Evaluation Form from the DER which states whether the medication is a listed drug (from Attachment XI) that is not to be taken while on duty or 8 hours prior to duty.

#### 8.3 Alcohol:

The use of beverages containing alcohol (including any mouthwash, medication, food, candy) or any other substances such that alcohol is present in the body while performing safety-sensitive job functions is prohibited. An alcohol test can be performed on a covered employee under 49 CFR Part 655 just before, during, or just after the performance of safety-sensitive job functions.

#### 9.0 **Prohibited Behavior and Conduct**

- 9.1 All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantified presence of a prohibited drug and/or alcohol in the body above the minimum thresholds defined in 49 CFR Part 40, as amended. The employee will be subject to substance abuse testing and disciplinary action up to and including termination. (See Attachment III).
- 9.2 Each covered employee is prohibited from consuming alcohol while performing safety- sensitive job functions or for specified on-call hours of each covered employee who is on- call to perform safetysensitive job functions. If an on-call employee has consumed alcohol, the employee must acknowledge the use of alcohol and the employee's inability to perform safety-sensitive job functions at the time that the employee is called to report for duty. The covered employee will subsequently be relieved of their on-call responsibilities and subject to discipline up to and including termination. Covered employees will be required to take an alcohol test, if the covered employee has acknowledged the use of alcohol, but claims ability to perform a safety- sensitive job function. [49 CFR Part 655.32 / 655.33(b)]



- 9.3 CUMTD shall not permit any covered employee to perform or continue to perform safetysensitive job functions if CUMTD has prior or actual knowledge that the employee is using alcohol and/or prohibited drugs.
- 9.4 No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions. [49 CFR Part 655.33]
- 9.5 Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater regardless of when the alcohol was consumed.

  [49 CFR Part 655.31]
- 9.6 No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until the employee submits to required post-accident drug and alcohol tests, whichever occurs first. [49 CFR Part 655.34]
- 9.7 CUMTD, under its own authority, also prohibits the consumption of alcohol during lunch periods, rest breaks, split shift breaks, or anytime the employee is in uniform or wearing any CUMTD apparel.
- 9.8 Consistent with the Drug-Free Workplace Act of 1988, all CUMTD employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances in the workplace including CUMTD premises, transit vehicles, or while on CUMTD business. Employees who violate this provision will be subject to disciplinary action up to and including termination.
- 9.9 Employees who are arrested for off-the-job drug and/or alcohol activity may be suspended (without pay) in appropriate cases pending disposition of the criminal prosecution. Employees who are convicted for off-the-job drug and/or alcohol activity may be considered in violation of the CUMTD Policy against substance abuse and may be disciplined up to and including termination.
- 9.10 Employees who are taking prescription and/or over-the-counter non-prescription lawful drugs that may affect the performance of their job duties must report such usage to their immediate supervisor before beginning their workday. Such drugs used on the job may be determined to be allowable drugs if the MRO and/or the DER has determined that the use of the drug is consistent with safe performance of the employee's job functions and the drug is being used at the prescribed dosage. (See Attachment X).

The CUMTD is dedicated to assuring fair and equitable application of this Substance Abuse Policy. Therefore, supervisors and managers are directed to use and apply all aspects of this Policy in an unbiased and impartial manner. Any supervisor or manager who knowingly disregards the requirements of this Policy, or who is found to deliberately misuse the procedures of the Policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.



### 10.0 Drug Statute Conviction

Consistent with the Drug-Free Workplace Act of 1988, all CUMTD employees are required to notify the DER, *in writing,* of any criminal drug statute conviction for a violation occurring in the workplace within five (5) days after such conviction. CUMTD will take action within thirty (30) days of the conviction and will make a determination of the appropriate discipline which can include termination as an employee of the District. Failure to comply with this provision shall result in disciplinary action up to and including termination.

### 11.0 Testing Requirements

Analytical urine drug testing as well as breath testing for alcohol will be conducted as required by 49 CFR Part 40, as amended. All covered employees shall be subject to pre-employment drug testing (alcohol testing is permitted if deemed necessary by the DER), reasonable suspicion for drug and/or alcohol, post-accident drug and alcohol, random drug and/or alcohol, return-to-duty drug and/or alcohol, follow-up drug and/or alcohol testing as defined in *this Section* of this Policy.

#### 11.1 Applicant Pre-Employment Testing

Included in the CUMTD job announcement/work description is a notice of a drug test required for all safety-sensitive applicants. If an applicant qualifies for and is considered for a safety-sensitive job position, the applicant will be scheduled for a drug collection urine specimen at Carle Occupational Medicine or SafeWorks Illinois (this includes new department employees and employees transferring from a non-safety-sensitive job position to a safety-sensitive job position).

If an applicant refuses to be tested or tests positive, the applicant will be rejected for a safety-sensitive job position. An applicant with a cancelled test must take another pre-employment drug test with a verified negative test result prior to performing a safety-sensitive job function.

- 11.1.1 If an employee's work status within CUMTD changes (i.e., does not perform safety-sensitive job functions, seasonal layoff, leave of absence, disability, worker compensation, vacation) for a period of 90 consecutive calendar days or longer and has not been in the employer's random selection pool, a pre-employment return-to-work drug and alcohol test is required to reassignment to perform safety-sensitive job functions. A verified negative drug test result is required prior to the performance of safety-sensitive job functions.
- 11.1.2 As part of the hiring process, the applicant is required to authorize the CUMTD to request the following information from previous DOT-regulated employers who have employed the applicant during any period during the two (2) years prior to the date of the application with CUMTD:
  - 11.1.2.1 Alcohol tests with a result of 0.04 or greater BAC concentration;
  - 11.1.2.2 Verified positive drug test result;
  - 11.1.2.3 Refusals to be tested;

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11.1.2.4	Verified adulterated or substitute drug test results;
11.1.2.5	Violations of DOT agency drug and alcohol testing regulations;
11.1.2.6	If a violation of DOT drug and alcohol regulations, documentation of the employee's successful completion of DOT return-to-duty requirements and follow-up testing documentation;

- 11.1.2.7 Information of SAP from previous employer.
- An applicant who is disqualified or an employee who is dismissed based on a positive drug and/or alcohol test result may reapply for employment with the CUMTD one (1) year after the disqualification or dismissal took place. The applicant or employee must submit to the CUMTD DAPM a certificate on which the attending, certified Substance Abuse Professional (SAP) certifies that the individual has successfully participated and completed an appropriate treatment program. The treatment program will typically be at least twelve (12) months in duration, including in-patient and out-patient treatment, and after-care. The individual may not have tested positive at any point during the treatment program. The program must have included unannounced testing at the cutoff levels defined in this Policy.

#### 11.2 Post-Accident Testing

Post-accident testing is mandatory where there is loss of life and for all other non-fatal accidents as follows:

- 11.2.1 Fatal Accident (mandatory alcohol and drug test)
  - 11.2.1.1 All surviving employees operating the vehicle at the time of the fatal accident.
  - 11.2.1.2 All other covered employees whose performance could have contributed to the fatal accident.
- 11.2.2 Non-Fatal Accident Alcohol and Drug test if meets the following criteria:
  - 11.2.1.1 An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident. This includes accidents where a person is injured on the bus but not as a result of an accident where a collision has occurred (i.e., a passenger falls on the bus or a passenger is injured during the operation of the wheelchair lift).
  - 11.2.1.2 One or more of the vehicles involved incurs disabling damage as a result of the accident and is transported away from the accident scene by a tow truck or another vehicle.

Disabling damage is defined as damage, which precludes the departure of a



motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs. This includes damage to vehicles that could have been driven but would have caused further damage by such movement. Disabling damage does not include damage that can be readily fixed on the scene of the accident, tire disablement, headlight or tail light damage, or damage to turn signal, horns, or windshield wipers.

- 11.2.1.3 All covered employees operating the vehicle or whose performance could have contributed to the accident must be tested UNLESS their performance can be COMPLETELY discounted as a contributing factor to the accident, based on the best information available at the time of the decision whether to test. This shall include employees who had recently performed maintenance to the vehicle involved in the accident that could be linked to the cause of the accident.
- In all accidents, the investigating supervisor shall complete the post-accident decision making form (See Attachment X11). The post-accident decision making form shall be used to determine the need to conduct a post-accident test under the provisions of 49 CFR Part 655 or under the authority of CUMTD (a NON-DOT alcohol and drug test). The post-accident decision making form shall be attached to the supervisory accident report and a copy forwarded to the CUMTD DAPM/DER.
- 11.2.1.5 Post-accident alcohol and drug tests must be conducted as soon as possible following an accident.
  - 11.2.1.5.1 Attempts to complete the post-accident alcohol testing must be done within two (2) hours following the accident. If unable to test within two (2) hours, the CUMTD supervisor must document the reason(s) why the test was not performed and continue attempts to obtain an alcohol specimen. If unable to obtain an alcohol test within eight (8) hours of the accident, the CUMTD supervisor will cease all attempts to obtain an alcohol test and document on the post-accident decision making form why the alcohol test was not performed.
  - 11.2.1.5.2 Attempts to complete the post-accident drug testing must be done within eight (8) hours following the accident. If unable to perform the drug test within eight (8) hours of the accident, the CUMTD supervisor will document the reason(s) why the drug test was not performed and continue attempts to obtain a specimen. If unable to obtain a post-accident drug test within thirty-two (32) hours of the accident, the CUMTD supervisor will cease all attempts to





obtain a drug test and document on the post-accident decision making form why the drug test was not performed.

- 11.2.1.6 The requirement for post-accident alcohol and drug testing following an accident should in no way delay necessary medical treatment for injured employees or prohibit a safety-sensitive employee from leaving the scene of an accident to obtain assistance in responding to the accident, assisting in resolution of an accident or to obtain necessary emergency medical care.
- 11.2.1.7 If the CUMTD is unable to perform a post-accident test within the required time limits, the results of blood, urine or breath tests conducted by Federal, State, or local officials having independent authority for the test, shall be considered to have met the requirements of this Policy, provided such tests conform to the applicable Federal, State, or local testing requirements, and that the test results are obtained by the CUMTD DAPM/DER.
- 11.2.1.8 Any employee involved in an accident requiring post-accident testing where there is a fatality or multiple injuries shall be removed from duty pending the results of a drug test, provided the accompanying alcohol test was negative.
- 11.2.1.9 Any covered employee involved directly or indirectly with the accident must refrain from alcohol use for eight (8) hours following the accident, or until the employee undergoes a post-accident alcohol test.
- 11.2.1.10 An employee who is subject to post-accident testing, who fails to remain readily available for such testing, including notifying the DER or a supervisor of the employee's location, will be considered to have refused to submit to post-accident testing and subject to termination.

#### 11.3 Reasonable Suspicion Testing

All CUMTD covered employees will be subject to a reasonable suspicion drug and/or alcohol test when CUMTD has reason to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse (49 CFR Part 655.43).

11.3.1 Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug abuse and/or alcohol misuse. Reasonable suspicion referrals must be made by a supervisor who is trained to detect the signs and symptoms of drug abuse and/or alcohol misuse. The supervisor making the reasonable suspicion referral must conclude that an employee may be adversely affected or impaired due to possible substance abuse or alcohol misuse.



- 11.3.2 A CUMTD supervisor will be responsible for transporting the employee to the testing site and remaining with the employee at the testing site. Supervisors will avoid placing themselves and/or other employees into a situation that might endanger the safety of those working. The employee will be placed on leave pending the test results. An employee who refuses to submit to an alcohol or drug test under this provision shall immediately be suspended and subject to termination for a refusal to test under this Policy. The employee will be offered transportation to their home by a supervisor.
- 11.3.3 All covered employees with a dilute-negative reasonable suspicion drug test result will be required to re-test. A dilute-positive reasonable suspicion drug test result will be considered a positive drug test and the employee will be subject to termination under this Policy.
- 11.3.4 A written record of the reasonable suspicion observation that led to a drug and/or alcohol test shall be prepared and signed by the supervisor(s) making the observation. This record shall be retained by the DAPM/DER in the drug and alcohol testing program confidential files.
- 11.3.5 By its own authority, CUMTD reserves the right to test for reasonable suspicion based on documented reports or evidence provided to a supervisor or the DER, in a timely manner, indicating that public safety may be at risk. This reasonable suspicion test will be a NON-DOT CUMTD authorized test (See Attachment VII).

#### 11.4 **Random Testing**

- 11.4.1 Random testing will be conducted in accordance with procedures established in 49 CFR Part 655. All safety-sensitive employees will be subject to testing on an unannounced random basis and the employee selected for random testing will immediately report to the testing site when notified.
- 11.4.2 The number of random tests to be conducted will be based upon the FTA minimums as established each calendar year.
- 11.4.3 All safety-sensitive employees will remain in the random selection pool at all times, regardless of whether or not they have been previously selected for testing. The random process shall be of a scientifically valid method, such as a random number table or a computer-based random number generator, ensuring that every covered employee has an equal chance of being tested each time selections are made. There shall be no discretion on the part of CUMTD management in the selection and notification of employees for testing.
- 11.4.4 Random drug tests can be conducted at any time a covered employee is on-duty.
- 11.4.5 Random alcohol tests can be conducted just before, during, or after the employee is performing safety-sensitive job functions.



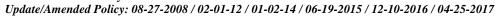
- 11.4.6 The dates for administering unannounced testing of randomly-selected covered employees shall be spread reasonably throughout the calendar year, ensuring covered employees the reasonable expectation of being called upon for testing on any day the employee may be at work or at any time during the employee's work shift and there is no period during which testing is halted. Testing is to be conducted on all days and hours employees are performing safety-sensitive duties.
- 11.4.7 If a safety-sensitive employee is unavailable to be tested on a random selection date because the employee has a valid reason (i.e., sick, vacation, disabled), the employee will be tested on their first workday back to work during the same testing period of the random selection. If the employee will not return to work during the same testing period of the random selection, the DAPM/DER will select the next-on-the-list of the original random selection sheet for the random test.

### 11.5 Return-To-Duty Testing - Voluntary Request for Rehabilitation

All covered employees who have voluntarily requested rehabilitation for a drug and/or alcohol related problem, PRIOR to being notified of a test or a refusal to test, shall be referred to an EAP substance abuse professional for evaluation. Following the initial assessment, the EAP will recommend a course of rehabilitation unique to the individual. The covered employee must successfully complete the treatment program specified by the EAP, and be recommended for return-to-duty by the EAP with a negative return-to-duty drug and/or alcohol test, before returning to safety-sensitive job functions. The EAP should schedule the return-to-duty test only when the employee is known to be drug and alcohol free and there is not risk to public safety. For an initial admitted drug-related problem, a return-to-duty drug test is required and an alcohol test is allowed. For an initial admitted alcohol-related problem, a return-to-duty alcohol test is required and a drug test is allowed. The test results must be negative for drugs, or below 0.02 for alcohol concentration, or both. [49 CFR Part 655.46 / 40.285]

CUMTD is not required to return an employee to safety-sensitive duties because the employee has successfully completed the SAP or EAP prescribed program and return-to-duty testing. CUMTD has the discretion to decide whether any employee that has met these conditions will be returned to safety-sensitive job functions.

- 11.5.1 The employee will be required to sign a Last Chance Return-to-Duty Work Agreement and a Release of Information from the EAP (See Attachment VI.).
- 11.5.2 Return-to-Duty testing shall only occur after completion of a EAP substance abuse professional's recommended treatment program and subsequent release to duty. The employee must have a verified negative drug test result or an alcohol test result indicating an alcohol concentration of less than 0.02. Return-to-Duty drug tests will be observed.





### 11.6 Follow-Up Testing

The EAP substance abuse professional will prescribe follow-up testing following an employee's return-to-duty for each employee who returns-to-duty following rehabilitation. The EAP's written testing plan will be presented to the DER.

Covered employees will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty. The follow-up testing will be performed for a period of one to five years, with a minimum of six (6) tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the first year) will be determined by the EAP reflecting the EAP's assessment of the employee's unique situation and recovery progress. Follow-up testing is intended to be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the required random, post-accident, reasonable suspicion and return-to-duty testing.

[49 CFR Part 655.47 / 40.301 / 40.307]

Follow-up testing is separate from and in addition to all other testing requirements per this Policy. Follow-up drug testing will be observed.

# 12.0 Refusal to Submit to a Drug or Alcohol Test

All covered employees will be subject to urine drug testing and breath alcohol testing as a condition of ongoing employment with CUMTD in accordance with 49 CFR Part 655. Any safety-sensitive employee who refuses to comply with a request for testing shall be immediately removed from duty and subject to termination under the terms of this Policy. As a covered employee, you have refused to take a drug or alcohol test if you (this list is not all inclusive of all possible refusal to test situations): [49 CFR Part 40.191 / Part 655.15(g)]

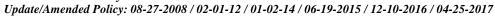
- Fail to appear for any test (except for pre-employment) within the specified time, as determined by CUMTD, after being directed to do so;
- 12.2 As an employee, you have refused to take a test (drug and/or alcohol test) if you fail to remain at the testing site until the testing process is completed. If a pre-employment employee leaves the testing site before the test it is not deemed a refusal to test;
- Fail to attempt to provide a urine specimen for any drug test, or fail to attempt to provide a breath specimen, as applicable; required by 49 CFR Parts 40, 655 or CUMTD regulations;
- 12.4 Fail to provide a sufficient amount of urine when directed, or fail to provide a sufficient breath specimen, and it has been determined, through a required medical evaluation, that there was not adequate medical explanation for the failure to produce a specimen;
- In the case of a directly observed or monitored collection for a drug test, a failure to permit the observation or monitoring of your provision of a specimen; [49 CFR Part 40.67(I) / 40.69(g)]



- 12.6 Failure to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the Shy bladder or insufficient breath procedures;
- 12.7 Fail or decline to take a second test CUMTD, the DER, or collector has directed you to take;
- 12.8 Fail to cooperate with any part of the testing process (e.g. refusing to empty pockets when so directed by the collector, behaving in a confrontational way that disrupts the collection process);
- 12.9 Employees are considered to have Refused to test for an alcohol test if the employee fails to sign the certification at "Step 2" of the Alcohol Testing Form (ATF) 40.241(g) and 40.251(d). It is NOT a refusal to test if the employee refuses to sign the Drug Testing Custody and Control Form (CCF) but has provided a valid ID and the collector notes in the Remarks column of the CCF that a specimen has been provided but the employee refuses to sign the CCF;
- 12.10 Fail to return immediately following a test;
- 12.11 Any action or inaction that is determined as an attempt to frustrate or delay a test;
- 12.12 Refusal to take a test as directed;
- 12.13 Employee admits to tampering with or attempting to adulterate or substitute a specimen during the collection process;
- 12.14 Leaving the scene of an accident without valid reason before a determination is made by a CUMTD supervisor to test;
- 12.15 Employee behaves in a confrontational way that disrupts the collection process;
- 12.16 Employee fails to follow the observer's instructions to raise or lower their clothing and to turn around to permit the observer clear view to determine if the employee has a prosthetic or other device that could be used to interfere with the collection process;
- 12.17 Employee possesses or wears a prosthetic or other device that could be used to interfere with the collection process;
- 12.18 Employee refuses to wash his or her hands after being directed to do so by the collector.

Any covered employee who is suspected of providing false information in connection with a drug test, or who is suspected of falsifying test results through tampering, contamination, adulteration, or substitution will be required to undergo an observed collection. Verification of the above listed actions will be considered a test refusal and will result in the employee's removal from duty and subject to termination. Refusal can also include verbal or written declaration. Such refusals constitute a violation of CUMTD Substance Abuse

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Failure to appear for pre-employment drug and/or alcohol testing by applicants, or employees being transferred into safety-sensitive positions, is considered a refusal to submit to a drug and/or alcohol test.

# 13.0 Drug and Alcohol Testing Procedures

Testing will be conducted in a manner to assure a high degree of accuracy and reliability and will use techniques, equipment, and laboratory facilities that have been approved by the Substance Abuse and Mental Health Services Administration (SAMHSA) or the U. S. Department of Health and Human Service (DHHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug and alcohol testing procedure, and the validity of the test result.

Covered employees are required to arrive at the collection site within thirty (30) minutes of notification of a test. If the employee does not appear at the collection site at the scheduled time, the collection site will contact the DER to determine the appropriate interval within which the DER has determined the employee is authorized to arrive. If the employee's arrival has been delayed beyond that time, the collection site will notify the DER that the employee has not reported for testing. In cases where the DER has been notified that the employee has not reported for testing, the employee will be notified of a refusal to test.

CUMTD must be notified by the employee immediately following a completed test for travel arrangements back from the testing site to the employee's work assignment. Failure to follow these procedures will result in discipline up to and including termination.

Any employee reporting to the collection site for the purpose of providing a urine drug test and/or an alcohol breath or saliva test under the provisions of this Policy will be paid up to three (3) hours of straight-time pay. Special circumstances will be considered on a case by case basis by the DER if the three-hour limit is exceeded.

The employee is required to attempt to provide a urine void for a drug test immediately upon reporting to the collection site. If the employee is unable to provide a urine void of sufficient volume at that time, the collector will note the time on the CCF form. The employee is required to produce a proper urine void specimen within the three (3) hour Shy Bladder time period.

#### 13.1 Collection Site:

When the employee enters the collection site, the testing process is to begin without undue delay (some short delays may occur if the test is scheduled for after hours or weekends when the collector is on-call). To the greatest extent practicable, collection sites shall ensure that covered employees reporting for both alcohol and drug testing complete the alcohol test before the urine collection process begins. In cases of post-accident testing, medical attention needed for an injured employee shall not be delayed in order to collect a specimen or conduct a breath alcohol test.

Collection sites used shall meet the requirements of 49 CFR Part 40. In most cases, a single-toilet room, having a full-length privacy door, will be used. No one but the employee shall be present in the room during



collection, except for the observer in the event of a directly ordered observed collection. However, some collection sites may use a multi-stall restroom. In these cases, a toilet stall with at least a partial-length door may be used. In either case, the collection site will take steps to prevent unauthorized access to ensure privacy to the employee. Security measures will be taken by the collection site to prevent access to all sources of water and other substances that could be used for adulteration and substitution (e.g. soap dispensers) to deter tampering with specimens. If a multi-stall restroom is used, monitored collection procedures may be used. If the monitored collection procedure is used, no one but the monitor will be present in the multi-stall restroom during the collection, except for the monitor, or the observer in the event of a directly ordered observed collection. A source of water or a moist towel for washing hands external of the closed room shall be made available. [49 CFR Part 40.30]

Upon arrival, employees are required to provide positive photo identification at the collection site. An employee is not required to provide their social security number and this shall not be considered a "Refusal to Test. Other means of identification are available to the collection site personnel (i.e., drivers license, CUMTD Identification Card, or by contacting the DER for verification of the employee). A co-worker or other employee being tested is not allowed to identify the employee to be tested.

49 CFR 40.167 (b)(2) and 40.255 (b)(1) state that voice recognition is not an acceptable method of identification between the DER and the MRO, Collectors, and BAT's. A password has been established for all voice and email communications between the DER and the Collection site personnel regarding substance abuse testing issues, Policy, and testing results.

#### 13.2 Drug Testing Procedures:

The drugs that will be tested for include marijuana, cocaine, opiates, amphetamines, and phencyclidine.

- 13.2.1 Collection site staff will explain the basic collection procedure, including showing the employee the instructions on the back of the chain of custody form (CCF). Employees will be directed to remove outer clothing (e.g. jacket, coat, hat) that could be used to conceal items or substances that could be used to tamper with the specimen. These garments, as well as any briefcase, purse, or other personal belongings must be left outside the collection restroom, however, employees will be allowed to keep their wallet.
- 13.2.2 Failure to comply with the collection site directions constitutes a refusal to test. Employees will be directed to empty pockets and display the items from them to ensure that no items present which could be used to adulterate the specimen. If nothing is there that can be used to tamper with the specimen, the employee will be allowed to place the items back into their pockets. Employees must allow the collector to make this observation. If any item has been brought into the collection site that appears to have been brought in with the intent to alter the specimen, a directly observed collection will be conducted. CUMTD recommends employees not bring anything to the collection site that can be construed as potentially interfering with the collection process.
- 13.2.3 Before providing a urine specimen, Step 1 of the CCF must be completed, and the employee will be asked to wash and dry their hands and instructed not to do so again until after



delivering the specimen to the collector. The collector will select an individually wrapped or sealed collection container. The collector will break the seal of the collection container in front of the employee. The specimen container shall remain sealed until the employee takes the specimen container into the collection restroom for the urine void. The employee will be directed to provide a specimen of at least 45 ml, not flush the toilet, and return to the collector with the specimen after completion of the void. A collector may set a reasonable time for the void. Collections shall not occur by catheterization or other means, whether conscious or not, with the exception of an employee who normally voids through self-catheterization. In this case, the employee will be advised to provide a specimen in that manner. If, as an employee, you normally void through self-catheterization, and decline to do so, this constitutes a refusal to test.

- 13.2.4 For any observed collections, this shall be noted in the Remarks line of the CCF, Step 2. The collection site supervisor and DER will both be notified as soon as possible of any direct observations that take place and the reason for doing so.
- 13.2.5 If the specimen provided contains less than 45 ml of urine, Shy bladder procedures (described below) will be implemented. The original specimen will be discarded, unless another problem (i.e., temperature is out-of-range, signs of tampering) also exists. Separate voids will never be combined to create a specimen. Excess urine will be discarded.
- 13.2.6 The temperature of the specimen will be checked within four minutes after the employee as given the collector their specimen. If the temperature is within the range of 90 100 degrees Fahrenheit, the "Yes box on the CCF, Step 2 will be marked. If the specimen temperature is out-of-range, the "No" box will be marked. Collector findings will be noted on the "Remarks line, Step 2, for any out-of-range temperature readings, and the employee will be required to provide a new specimen under direct observation. Both the original out-of-range specimen and the specimen collected under direct observation will be sent to the laboratory for analysis. If the employee refuses to provide another specimen or refuses to do so under direct observation, the collection site will discard any specimen previously provided during the collection procedure and then notify the DER. This will constitute a refusal to test.
- 13.2.7 Specimens will be inspected for signs of tampering, (e.g., unusual color, presence of foreign objects or material, or any unusual odor). If tampering appears to have occurred, the employee will be ordered to conduct a new collection using direct observation. In these cases, both the original and the directly observed collection will be sent to the laboratory for analysis. If the employee refuses to provide a specimen under direct observation, the collection site will discard any specimen previously provided during the collection procedure and then notify the DER. This will constitute a refusal to test.

All collections under FTA drug testing regulations must be split specimen collections. The collector shall, in the presence of the employee:



- 13.2.8 Check the box on the CCF, Step 2, indicating that a split specimen collection took place;
- 13.2.9 Pour at least 30 ml of urine from the collection container into one specimen bottle, to be used for the primary specimen;
- 13.2.10 Pour at least 15 ml of urine from the collection container into the second specimen bottle to be used for the split specimen;
- 13.2.11 Place and secure (i.e., tighten or snap) the lids/caps on the specimen bottles;
- 13.2.12 Seal the bottles by placing tamper-evident bottle seals (initialed by the employee) over the bottle caps/lids and down the sides of the bottles;
- 13.2.13 Write the date on the tamper-evident bottle seals after the bottles are completely sealed.

The employee will then be asked to initial the tamper-evident specimen bottle seals for the purpose of certifying that the specimen bottles contain the specimens that the employee provided. If the employee fails to initial the seals, the test will be cancelled. If the employee refuses to initial the seals, the collector will note this in the "Remarks line of the CCF, Step 2, and complete the collection process and notify the DER. This will constitute a refusal to test.

- 13.2.14 Direct the employee to read and sign the certification statement on Copy 2, Step 5, of the CCF and provide date of birth, printed name, and day and evening contact telephone numbers;
- 13.2.15 Complete the chain of custody on the CCF, Step 5, by printing the employee's name, recording the time and date of the collection, signing the statement, and entering the name of the delivery service transferring the specimen to the laboratory;
- 13.2.16 Ensure that all copies of the CCF are legible and complete;
- 13.2.17 Remove Copy 5 of the CCF and give it to the employee (although currently used medications cannot be listed on the CCF, once Copy 5 is given to the employee, the employee may list medications they have currently used on the back of the form as a reminder, if they so wish.).
- 13.2.18 Place the specimen bottles and Copy 1 of the CCF into the appropriate pouches of the plastic bag for transport to the laboratory;
- 13.2.19 Secure the plastic bag, and discard any excess urine left over in the collection container;



13.2.20 Advise the employee that they may leave the collection site.

The sealed plastic bag will be shipped to the laboratory within 24 hours or the next business day. Copy 2 of the CCF will be sent to the MRO and Copy 4 to the DER. Copy 3 will be kept at the collection site for at least 30 days.

#### 13.3 Observed Collections:

Direct observation of employee's urine specimen collections is allowed in certain circumstances under 49 CFR Part 40. Direct observation requires the collector or a designated collector of the same gender as the employee to watch the employee urinate into the collection container. Any employee that declines to allow a directly observed collection required or permitted under this section to occur shall be considered to be refusing to test. The observer's name shall be noted in the Remarks line of the CCF, Step 2, if observed by someone other than the collector. [49 CFR Part 40.67]

If CUMTD has directed an observed collection to be conducted, a supervisor or DER will advise the employee to the reason for a directly observed collection. The collector will also inform the employee the reason for a directly observed collection ordered by the employer, if known. If the collector has directed an observed collection to be conducted, the collector will advise the employee as to the reason for a directly observed collection. When the collector learns that a directly observed collection should have been collected but was not, they will inform the DER to direct the employee to undergo an immediate recollection under direct observation, even though some time may have passed since the original collection.

A same gender observer as the employee will enter the collection room where urination occurs. The observer must request the employee to raise his or her shirt, blouse, or dress/skirt, as appropriate, above the waist, just above the navel; and lower clothing and underpants to mid-thigh; and to show the observer-by turning around - that the employee does not have a prosthetic device or other devices meant to substitute urine in place of the employee's urine collection. After the observer has determined that the employee does not have such a device, the observer may permit the employee to return clothing to its proper position and then conduct the observed collection.

Consistent with 49 CFR Part 40, collection under direct observation (by a person of the same gender) with no advance notice to the employee will occur if:

- 13.3.1 The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to the DER that there was not an adequate medical explanation for the result; or
- 13.3.2 The MRO reports to the DER that the original specimen was positive, adulterated, or substituted result had to be cancelled because the test of the split specimen could not be performed;
- 13.3.3 The DER will direct a collection under direct observation if the drug test is a Return-to-Duty test or a Follow-up test;



- The collector is directed by the DER to do so; or
- The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen; or
- The temperature on the original specimen was out of range; or

13.3.4 The collector, must immediately conduct a collection under direct observation if:

- The original specimen appeared to have been tampered with.
- 13.3.5 -Employees with dilute specimens with creatinine levels in the 2-5 range.

An employee who fails to follow the observer's instructions to raise or lower their clothing and to turn around to permit the observer to determine if the employee has a prosthetic or other device that could be used to interfere with the collection process is considered a refusal to test and subject to termination.

An employee who is found to possess or wear a prosthetic or other device by the observer that could be used to interfere with the collection process will be considered a refusal to test and subject to termination.

In either of these above-mentioned situations, the collector/observer discards any specimen the employee provided previously and notifies the DER as soon as possible.

After the employee has completed urinating into the collection container, the employee and the observer will leave the collection room. The observer will maintain visual contact of the collection container until the employee hands the container to the collector. The observer is permitted to accept the collection container from the employee in the collection room. The observer will then give the collection container to the collector if the observer is not the collector.

If the collector learns that a directly observed collection did not taken place as directed by the DER, the collector must inform the employer that the employee must be directed to return for an immediate recollection under direct observation.

#### 13.4 Shy Bladder:

Insufficient specimens will be discarded, except where the insufficient specimen was out of temperature range or showed evidence of adulteration or tampering. Employees will be urged to drink up to 40 ounces of fluid, distributed randomly through a period of up to three (3) hours (5 or 6 ounces of fluid every 30 minutes is recommended), or until the employee is able to provide a sufficient urine specimen, whichever occurs first. It is not a refusal to test if the employee declines to drink. If the employee refuses to attempt to provide a new urine specimen, the collection will be discontinued and noted in the "Remarks line of the CCF, Step 2. The collector will then immediately notify the CUMTD DER. This constitutes a refusal to test. [49 CFR Part 40.193 / 40.195]

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If the employee has not provided a sufficient specimen within three (3) hours of the first unsuccessful attempt to provide the specimen, the collection will be discontinued and noted on the "Remarks line of the CCF, Step 2. The collector will immediately notify the CUMTD DER. Copy 2 of the CCF will be sent to the MRO, and Copy 4 to the DER within 24 hours or the next business day. The DER will then consult with the MRO and direct the affected employee to obtain a medical evaluation from the MRO, or a licensed physician chosen by CUMTD, within five (5) days of the date of the failure-to-produce incident. The MRO or licensed physician, chosen by CUMTD, must have expertise in the medical issues raised by the employee's failure to provide a sufficient specimen.

A medical condition includes an ascertainable physiological condition (e.g., a urinary system dysfunction) or a documented pre-existing psychological disorder, but does not include unsupported assertions of situational anxiety or dehydration.

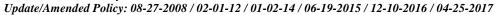
The MRO will provide the physician, if one is chosen other than the MRO, with specific information and instructions as detailed in 49 CFR Part 40, as amended. If the MRO accepts the physician's recommendation, that a medical condition has, or with a high degree of probability could have, precluded the employee from providing a sufficient amount of urine, the MRO will mark the test cancelled, Step 6 on the CCF, and sign and date the CCF. If the MRO agrees with the referral physical evaluation in their recommendation that there is not an adequate basis for determining that a medical condition has, or with a high degree of probability could have, precluded the employee from providing a sufficient amount of urine, the MRO will check "Refusal to test because line, Step 6 on the CCF, and enter the reason in the Remarks line, and sign and date the CCF. Once this is done, the MRO will notify the DER in writing as to their determination. When the DER receives this report from the MRO, and the test was cancelled, no further action will be taken. Tests marked "Refusal to test shall be acted upon the same as any other test refusal (Refer to Section 12.0 of this Policy).

#### 13.5 Split Sample Testing:

Any covered employee who challenges the results of a required drug test under this Policy may request that the split sample be tested. The split sample test must be conducted at a second DHHS-certified laboratory with no affiliation with the laboratory that analyzed the primary specimen test result. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the MRO within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documented facts that were beyond the control of the employee. CUMTD will ensure that the cost for the split sample specimen is covered in order for a timely analysis of the sample, however, CUMTD will seek reimbursement from the employee for the cost of any split sample test that reconfirms the original test result.

If the analysis of the split sample reconfirms a positive test result for a drug or drug metabolite, the MRO will report the reconfirmation to the DER and the employee. In the case of a reconfirmed adulterated or substituted result, a refusal to test will be documented by the MRO and reported to the DER.

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If the analysis of the split sample fails to reconfirm the presence of the drug(s) detected in the primary specimen, if the split specimen cannot be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will report to the DER and the employee that both tests must be cancelled. In the case of the specimen not available for testing, the reason for cancellation must also be reported. The MRO will direct the DER to ensure the immediate collection of another specimen from the employee under direct observation, with no notice given to the employee of this collection requirement until immediately before the collection. Employees do not have access to a test of their split specimen following an Invalid test result.

In the rare situation that a primary specimen tests positive for a drug, and a split specimen does not reconfirm the presence of the drug but the laboratory determines that an adulterant is present, this is not a reconfirmed positive drug test. Should this situation occur, the MRO would contact the employee to ask if there is any legitimate medical explanation for the presence of the adulterant in the split specimen. If there is a legitimate medical explanation for the presence of the adulterant in the split specimen, the entire test is cancelled. If not, the MRO reports the test to the employee and the DER as a refusal to test. The employee will have 72 hours to request a test of the primary specimen to determine if the adulterant is present there as well. If the primary specimen reconfirms the presence of the adulterant found in the split specimen, then the refusal to test result is reconfirmed. If not, then the test is cancelled and the Split invalid procedure applies.

The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split specimen will be discarded. If the primary specimen is positive, the split specimen will be retained for testing if so requested by the employee through the MRO. If the primary specimen is positive, it will be retained in frozen storage for one year and split specimen will also be retained for one year.

### 13.6 Laboratory Procedures:

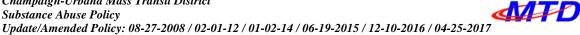
The specimen analysis will be conducted at a DHHS certified laboratory. An initial drug screen test will be conducted on the primary urine specimen and a validity test will also be conducted. The purpose of validity testing is to determine if the specimen is consistent with normal human urine and whether certain adulterates or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

For those specimens that are not negative in the screening test, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the GC/MS test are above the minimum thresholds established in 49 CFR Part 40, as amended. (See Attachment III).

#### 13.7 Medical Review Officer (MRO):

The test results from the DHHS certified laboratory are reported to the Medical Review Officer (MRO). The MRO is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result.

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The MRO will attempt to contact the employee to notify them of the non-negative laboratory result, and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will direct the employer to tell the employee to contact the MRO immediately and warn the employee that the MRO may declare the test a non- contact positive for failure to contact the MRO within the 72 hours. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation if found, but the covered employee has a valid prescription for a medication that interfered with the immunoassay test, and the employee denies having adulterated the specimen, the MRO will mark the test cancelled, Invalid result and Direct observation collection required. The MRO will also report to the DER that the test has been cancelled, the reason for the cancellation, and that a second collection must take place immediately under direct observation. If a legitimate explanation is found, the MRO will mark the test cancelled, Invalid result and "direct observation collection not required. The MRO will also report the test result as cancelled to the DER, the reason for the cancellation, and that no further action will be taken unless a negative test result is required (i.e., pre-employment, return-to-duty, or follow-up tests). The MRO is allowed to accept medical evaluations ruling out signs and symptoms of drug use when employees/applicants have medical reasons for providing invalid results (40.160).

If the employee admits to having adulterated or substituted the specimen, the MRO must then report a refusal to test. The MRO must report the use of any legally prescribed medication to the CUMTD DER or a CUMTD supervisor that could make the employee medically unqualified or pose a significant safety risk. The employee will be given five (5) days to contact their physician to have their physician contact the MRO to determine if the medication can be changed to one that does not make the employee medically unqualified or does not pose a significant safety risk. The results of this contact will be transmitted to any third party the MRO previously provided information about the safety risks of the employee's other medication. The MRO shall have sole authority to make medical judgments about drug test results.

A second Negative Dilute test result when the re-collection was not directly observed as required, the MRO may require a re-collect under Direct Observation.

A second Invalid test result when the re-collection was not directly observed as required, the MRO will require a re-collect test under Direct Observation.

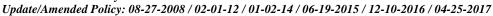
An employee requesting a test of the split sample specimen following an invalid test result, the MRO will advise that split sample specimen testing for this invalid test result is not permitted.

Contact information for CUMTD's MRO can be found in Attachment I of this Policy.

#### **Alcohol Testing Procedures:** 13.8

A trained Breath Alcohol Technician (BAT) will conduct tests for breath alcohol concentration utilizing an approved Evidential Breath Testing device (EBT). Alcohol screening tests may be performed using a nonevidential testing device that is approved by the FTA.

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The BAT or Screening Test Technician (STT) shall take steps to protect the security of the alcohol testing site. In addition, BAT's and STT's are limited to conducting the alcohol test for only one employee at a time to avoid distraction that could compromise security. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be cancelled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test. Determinations will be made in accordance with 49 CFR Part 40.267 through 40.275.

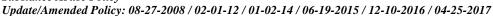
The employee will be handed, or allowed to select an individually wrapped or sealed mouthpiece from the testing materials. The mouthpiece will be inserted into the device and then the employee will be instructed to blow steadily for at least six (6) seconds or until the device indicates that an adequate amount of breath has been obtained. The BAT or STT will then show the employee the displayed test result. The BAT or STT will make sure the test number, testing device name and serial number, time, and result have been printed correctly onto the Alcohol Testing Form (ATF) if the device is capable of doing so, or, if the device is one that prints this information on a separate printout, the BAT or STT will affix the printout of the information to the designated space on the AFT with tamper-evident tape or use a self-adhesive label that is tamper-evident. If the device does not print this information and it is also not being used with a printer, the BAT or STT will record this information on Step 3 of the ATF. [49 CFR Part 40.243]

An alcohol concentration of less than 0.02 on an initial screening test conducted by a BAT or STT will be considered a negative test and no additional alcohol testing will be conducted. The BAT or STT will sign and date Step 3 of the ATF and transmit the result to the DER in a confidential manner. If the screening test is invalid, the BAT or STT will tell the employee that the test is cancelled and note the problem on the Remarks line of the ATF. If practicable, the testing process will be repeated.

If the initial test indicates an alcohol concentration of 0.02 or greater, the employee will be directed to take a confirmation test. To prevent an accumulation of mouth alcohol from leading to an artificially high reading, the confirmatory test will not be conducted for at least fifteen (15) to thirty (30) minutes after the completion of the initial test. The employee will be advised by the BAT or STT not to eat, drink, put anything (e.g. chewing gum, cigarette) into their mouth, or belch. The confirmatory test must occur on an EBT. The employee will then be required to show positive identification to the BAT, who will explain the confirmation procedures and a new ATF will be used.

If more than 30 minutes have elapsed since the time of the screen test, the cause for the delay must be documented, but the test remains valid.

Confirmatory tests will be performed using an approved EBT operated by a trained BAT. If the device used is one that does not print the test number, testing device name and serial number, time, and result, or it is a device not being used with a printer, this information will be recorded by the BAT on Step 3 of the ATF. This information, along with the ATF, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The alcohol testing form (ATF) required by 49 CFR Part 40, as amended, shall be used for all FTA required testing. Failure of an employee to sign Step 2 of the ATF will be considered a refusal to submit to testing. [49 CFR Part 40.251]





Even though an employee who has a confirmed alcohol concentration of 0.02 or greater but less than 0.04 is not considered to have tested positive, the BAT will notify the DER of the confirmed alcohol testing result and the employee will not be permitted to perform or continue to perform safety-sensitive functions until:

- The employee's alcohol concentration measures less than 0.02; or
- The start of the employee's next regularly scheduled duty period, but not less than eight (8) hours following administration of the test.

Employees with confirmed test results between 0.02 and 0.39 will be subject to the consequences described in Section 14.0 of this Policy.

An employee who has a confirmed alcohol concentration of 0.04 or greater will be considered as having a positive alcohol test and in violation of this Policy. The BAT will notify the DER of a positive test result and the mandatory requirement that the covered employee be immediately removed from safety-sensitive job functions and subject to the consequences of a positive alcohol test as described in Section 14.0 of this Policy. The employee will also be referred to a SAP.

Any safety-sensitive covered employee that refuses to take an alcohol test shall be considered as a refusal to test. As an employee, you are considered to have refused to take an alcohol test if you fail to sign the certification at "Step 2" of the Alcohol Testing Form (ATF). Part 40.241(g) and Part 40.251(d).

#### 13.9 Insufficient Amount of Breath - Shy Lung:

If an employee does not provide a sufficient amount of breath to permit a valid breath test, the BAT or STT will instruct the employee to attempt again and advise the employee regarding proper procedures. If the employee refuses to make the attempt, the test will be discontinued, noted in the "Remarks line of the ATF and the BAT or STT will immediately notify the DER. This is a refusal to test. If the employee again attempts and fails to provide a sufficient amount of breath, the BAT or STT will make a determination as to whether to allow the employee to make another attempt with testing to complete the screening test. When the BAT or STT informs the DER that an employee has not provided a sufficient amount of breath, the DER will direct the employee to undertake, within five (5) days, a physical evaluation with the MRO or from a licensed physician who is acceptable to CUMTD and who has expertise in the medical issues raised by the employee's failure to provide a sufficient specimen. CUMTD will provide the physician or MRO who will conduct the physical evaluation with specific information and instructions. After making the evaluation and subsequent determination, the physician or MRO must provide a written statement of a medical conclusion and the basis for it to the DER directly. Upon receipt of the report, the DER will immediately inform the employee and take any appropriate action based upon the MRO report. If the MRO report indicates no medical reason for the inability to provide a specimen, it will be recorded as a "Refusal to Test and the employee will be terminated. [49 CFR Part 40.263 / 40.265]

#### 13.10 Substance Abuse Professional (SAP):

Substance Abuse Professionals have basic knowledge about and clinical experience in the diagnosis and

treatment of alcohol and controlled substance-related disorders. Any employee violating this Policy will be referred to the EAP for assistance from a SAP even though the employee will be discharged.

Payment for SAP evaluations and services is the responsibility of the employee. SAP's will make a face-to-face clinical assessment and evaluation to determine what assistance is needed by the employee to resolve problems associated with alcohol and/or drug use or misuse.

#### 13.11 Continue to Work Pending Test Results

An employee can continue to work pending the drug test results under the following conditions:

- 13.11.1 Post-Accident testing (at the discretion of the supervisor or DER).
- 13.11.2 Random testing.
- 13.11.3 Follow-up testing.

An employee must await a negative test clearance before being allowed to work at a safety-sensitive job function under the following conditions:

- 13.11.4 Pre-employment testing.
- 13.11.5 Reasonable Suspicion testing (directly observed by a supervisor).
- 13.11.6 Transfer to a safety-sensitive position test.
- 13.11.7 Return-to-Duty testing.
- 13.11.8 Return-to-Work pre-employment testing.

NOTE: Employee are encouraged to schedule return-to-work and return-to-duty tests in advance of the employee's return date to avoid being in a non-pay status while awaiting clearance to return to a safety-sensitive job function.

Employees suspended from regularly scheduled work assignments awaiting a test result under this provision will be paid for the scheduled work during the suspension time off only when a negative test result is received that clears the employee to work.

#### 13.12 Cancelled Tests

A cancelled test is neither a positive nor a negative test result. The cancelled test is to be treated as if the test never occurred. In situations where a negative test result is required (i.e., pre-employment, return-to-duty, or follow-up), another test must be performed. A cancelled test does not count toward CUMTD's minimum random test requirement. Additionally, a cancelled test does not provide a valid basis for CUMTD to conduct

a non-DOT test under CUMTD authority.

If the specimen's temperature on the CCF was not checked and there is no entry regarding the temperature being out of range in the "Remarks section of the form, corrective action must be taken, but the error is not sufficient to cancel a drug test.

No person may declare a test cancelled based on an error that does not have a significant adverse effect on the right of the employee to have a fair and accurate test. Mistakes that do not result in a cancelled test and do not require corrective action include the following:

- 13.12.1 Minor administrative mistakes such as omitting an employee's middle initial;
- 13.12.2 An error that does not affect employee protections, such as the failure to add bluing agent to the toilet bowl;
- 13.12.3 Collection of the specimen by a collector that has not met the training requirements;
- 13.12.4 A delay in the collection process;
- 13.12.5 Verification of a test result by an otherwise qualified MRO who has not met the training requirements;
- 13.12.6 Failure to perform an observed or monitored collection when one is required, or performing an unauthorized collection;
- 13.12.7 Use of a facility that does not meet the minimal requirements;
- 13.12.8 Omission of courier name on the CCF;
- 13.12.9 Inadvertent inclusion of personal information on the CCF; or
- 13.12.10 Claims that the employer was improperly selected for testing.
- 13.13 Dilute Test Results
  - 13.13.1 49 CFR 40.155 and 40.197 state that a test reported by the MRO as a "Dilute Positive will be considered a "Verified Positive test result and according to CUMTD Policy will result in discharge as an employee of the District.
  - 13.13.2 A test result reported by the MRO as a "Dilute Negative will result in the employee being required to "Re-test according to CUMTD Policy. The Re-test will NOT be under direct observation. [49 CFR Part 40.197]
  - 13.13.3 A second test result reported by the MRO as a "Dilute Negative will result in the test of record and will not require a third test. [49 CFR 40.197(e)].



#### 13.14 Validity Testing

Specimen validity testing is the evaluation of the specimen to determine if it is consistent with normal human urine or if certain adulterates or foreign substances were added to the urine, the urine was diluted, or the specimen was substituted.

[49 CFR Part 40.91] A specimen is considered to be adulterated when the specimen's physical characteristics are outside the normal expected range for human urine, a substance is present that is not expected in human urine, or a substance is present at concentrations so high that it is not consistent with human urine.

Each primary specimen will be tested for creatinine, pH, and adulterants. If the creatinine level is less than 20 mg/ml, the specific gravity of the specimen will also be measured. If the creatinine concentration is less than 20 mg/ml and the specific gravity is less than 1.003, the specimen is considered dilute. If the specimen is super dilute with a creatinine concentration of less than or equal to 5 mg/ml and the specific gravity is less than or equal to 1.001 or greater than or equal to 1.020, the specimen is considered substitute, as the human body is incapable of providing a specimen with those quantifications.

The laboratory will report these test results in the following manner:

- 13.14.1 Negative requires no further testing.
- 13.14.2 Negative dilute requires a retest (non-observed)
- 13.14.3 Positive requires no further testing but the employee is subject to Section 14.0 Consequences.
- 13.14.4 Positive dilute requires no further testing but the employee is subject to Section 13.13 Consequences.
- 13.14.5 Adulterate or substitute requires a re-test under direct observation.
- 13.14.6 Invalid test requires a re-test under direct observation.

# 14.0 Consequences and Disciplinary Action

#### 14.1 Verified Positive Drug Test (DOT or Non-DOT)

If a positive test for drugs is reported by the Medical Review Officer, it is understood that the screening test was positive and a second confirmatory test, based on a different scientific principle was also positive and the MRO has interviewed the employee and reviewed all information provided by the employee to determine whether the results are indicative of illegal or illicit drug usage. The acceptable method of confirmation is a gas chromatography/mass spectrometry (GC/MS) device.

- 14.1.1 Upon notification by the MRO to the DAPM/DER of a positive drug test result, the employee failing the drug test will be immediately removed from safety-sensitive job functions.
- 14.1.2 Each covered employee who has a verified positive drug test result or refuses to take a drug test shall be provided referral information concerning rehabilitation resources of a substance abuse professional. This is NOT a referral to a SAP for rehabilitation.



14.1.3 A positive drug test will result in termination under this Policy. The CUMTD shall have the exclusive right, to determine, in its sole judgment, whether or not the employee, terminated for a violation of this Policy, shall be eligible for rehire.

#### 14.2 Verified Positive Alcohol Test (DOT or NON-DOT)

If a positive test for alcohol (0.04 or greater) is reported, it is understood that the positive test was the result of the confirmation test on an EBT device by a certified BAT.

- 14.2.1 Failing an alcohol test with a concentration of 0.04 or greater will result in immediate removal of the employee from safety-sensitive job functions.
- 14.2.2 The employee who fails an alcohol test with a concentration of 0.04 or greater shall be provided referral information concerning rehabilitation resources of a substance abuse professional. This is NOT a referral to a SAP for rehabilitation.
- 14.2.3 Failing an alcohol test with a concentration of 0.04 or greater will result in termination under this Policy. The CUMTD shall have the exclusive right, to determine, in its sole judgment, whether or not the employee, terminated for a violation of this Policy, shall be eligible for rehire.

#### 14.3 Alcohol Test result between 0.02 - 0.39 Concentration

Covered employees will not be permitted to perform a safety-sensitive function within eight (8) hours of an alcohol test indicating an alcohol concentration of 0.02 or greater but less than 0.04, unless they are retested with a confirmed test result less than 0.02. The employee is removed from safety-sensitive duties and cannot be allowed to return until the next regularly scheduled duty period, but not less than 8 hours from the time of the test result. The employee must also pass a return-to-duty alcohol test and will be required to sign a Last Chance Return-to-Duty Work Agreement before being allowed to return to duty.

The employee will also receive a CUMTD warning letter for "Conduct Unbecoming a CUMTD Employee. The employee will be subject to six (6) unannounced alcohol tests during the twelve-month period following the incident. Should any of these six alcohol tests register 0.02 or greater, the employee will be terminated.

#### 14.4 Refusal to Test

Any employee who refuses to take a test will be terminated (See section 12.0). Such a "Refusal to Test constitutes a violation of the CUMTD Substance Abuse Policy.

### 14.5 Manufacture, Trafficking, Possession and Use

The use, sale, manufacturing, distribution or possession of prohibited drugs or alcohol while on duty, on CUMTD property, in a CUMTD uniform or while conducting CUMTD business, or representing the CUMTD in any way, constitutes a violation of the CUMTD Substance Abuse Policy and will result in termination.

#### 14.6 Criminal Drug Conviction at the Workplace

Any CUMTD employee who fails to notify the CUMTD of any criminal drug conviction or drug-related offense





will be subject to discipline up to and including termination, depending on the circumstances. This notification must be provided to the CUMTD by the 5<sup>th</sup> day following the drug conviction offense.

Within 10 calendar days of receiving notice that an employee has been convicted of a criminal drug offense occurring in the workplace, the CUMTD must provide written notice of the conviction to the FTA. Within 30 calendar days, the CUMTD will make a determination of action based on the incident. Any employee convicted of a drug-related offense will be subject to discipline up to and including termination.

#### 14.7 Violation of the Last Chance Return-to-Duty Work Agreement

Any employee who violates any of the terms of the Last Chance Return-to-Work Agreement will be terminated (See Attachment VI).

#### 14.8 Alcohol Prohibited Following an Accident

Any safety-sensitive employee required to take a post-accident alcohol test is prohibited from alcohol use for eight (8) hours following the accident or until the employee undergoes a post-accident alcohol test or until the supervisor at the accident scene makes the determination to test or not to test.

Any employee who is subject to post-accident testing, yet fails to remain readily available for such testing or who ingests alcohol prior to a test or decision to post-accident test is deemed to be in violation of the CUMTD Substance Abuse Policy as a Refusal to Test and will be terminated.

#### 14.9 Alcohol Prohibited Four Hours Prior to Work Shift

Safety-sensitive employees are prohibited from consuming alcohol up to four (4) hours prior to the performance of safety-sensitive job functions. Any employee in violation of this provision will be terminated.

# 14.10 Employee Duty to Report

All CUMTD employees have a duty and responsibility to report violations of this Policy to the proper CUMTD officials. Any employee who has actual knowledge of a violation of this Policy by another CUMTD employee must report such violations. Failure to report a known violation of this Policy is grounds for discipline up to and including termination.

#### 14.11 Prescription and Over-the-Counter Medications

Prior to a work shift, a CUMTD employee must report to a CUMTD supervisor or the DAPM/DER the use of prescription or over-the-counter drugs and other substances (See Attachment X).

A Must Report drug listed by the FTA as a dangerous prescription or over-the-counter drug (Attachment X) will require immediate reporting on the part of the employee prior to any work shift. The DAPM/DER will file a Medical Evaluation Form which will indicate the employee has been advised the FTA danger drug cannot be taken while on duty nor 8 hours prior to duty.

Failure to report a Must Report FTA listed drug in Attachment X will result in discipline up to and including termination.

Champaign-Urbana Mass Transit District

Update/Amended Policy: 08-27-2008 / 02-01-12 / 01-02-14 / 06-19-2015 / 12-10-2016 / 04-25-2017



An employee may be tested under CUMTD authority for any of the Must Report FTA danger drugs listed in Attachment X. Any employee in violation of this Policy following a test under CUMTD authority for "Must Report FTA danger list drugs will be subject to termination.

# 15.0 Rehabilitation

An Employee Assistance Program (EAP) is offered to CUMTD employees and their immediate families at no cost for the first six (6) sessions (referrals from the EAP may not be covered by this program). This program includes professionals qualified in the area of substance abuse evaluations and referrals.

A Substance Abuse Professional (SAP) is a professional who can determine what assistance, if any, an individual needs in resolving problems associated with prohibited drug use and/or alcohol misuse.

A Substance Abuse Professional (SAP) is a licensed or certified physician, psychologist, social worker, employee assistance professional, or addiction counselor (certified by one of the agencies in Part 40.281(a)(5) with knowledge of and clinical experience in the diagnosis and treatment of drug and/or alcohol-related disorders. Assessment by a SAP does not shield an employee from termination.

49 CFR 40.287 requires CUMTD to provide a list of qualified SAP's to every employee and applicant who tests positive or refuses a test. This information must be provided even though the CUMTD Policy has a consequence of termination for any drug or alcohol positive test result and termination for a refusal to test. (See Attachment I.)

Assessment by a SAP or participation in the CUMTD's Employee Assistance Program does not shield an employee from disciplinary action or guarantee employment or reinstatement with the CUMTD. The CUMTD disciplinary code, as outlined in the CUMTD Employee Handbook, should be consulted to determine the penalty for performance based infractions and violation of policy provisions.

If a safety-sensitive or non-safety-sensitive employee is allowed to return-to-duty following rehabilitation (in instances when the employee has not violated this Policy or a refusal to test), the employee must properly follow and complete the rehabilitation program prescribed by the EAP substance abuse professional, the employee must have a negative return-to-duty drug and/or alcohol test, and be subject to unannounced follow-up tests for a period of one to five years. Failure to complete the prescribed rehabilitation program by EAP substance abuse professional will result in discharge.

The costs of any treatment or rehabilitation services will be paid directly by the employee or their insurance provider. Employees will be allowed to take accumulated sick leave and vacation leave to participate in the prescribed rehabilitation program.

Any safety-sensitive employee who tests positive for the presence of illegal drugs above the minimum thresholds set forth in 49 CFR Part 40, as amended, or who tests above 0.04 on an alcohol confirmation test will be terminated. Even though terminated, the employee will be given a list of local and national resources specializing in the treatment of substance and alcohol abuse. Not all agencies may be qualified or willing to



perform the duties of a Substance Abuse Professional (SAP).

An employee who voluntarily comes forward to CUMTD (whether on-duty or off-duty), prior to notification of a pending drug and/or alcohol test and not in violation of this Policy or the DOT Drug and Alcohol regulations, seeking professional rehabilitation services for a substance abuse problem will be eligible for rehabilitation under this Policy. The employee will be required to sign a Last Chance Return-to-Duty Work Agreement and a Release of Information from the EAP. The employee will be removed from safety-sensitive job functions and referred to the EAP for substance abuse professional services. The employee cannot return to work until the employee receives a written release from an EAP substance abuse professional stating the employee has properly followed the rehabilitation treatment program.

Employees who volunteer for rehabilitation to re-enter the workforce must agree to a Last Chance Return-to-Duty Work Agreement prior to rehabilitation. The Last Chance Return-to-Duty Work Agreement contract may include, but is not limited to the following:

- a. A release to work statement from the EAP substance abuse professional
- b. A negative test for drugs and/or alcohol
- c. An agreement to unannounced frequent follow-up testing for a period of one to five years with at least six tests performed the first year
- d. A statement of expected work-related behaviors
- e. An agreement to follow specified after care requirements with the understanding that violation of the re-entry contract is grounds for termination

Under the Last Chance Return-to-Duty Work Agreement, the employee must complete a rehabilitation program and refrain from prohibited drug use and/or alcohol misuse thereafter. The employee will be required to sign a release of information form. Follow-up testing will be required after the employee returns to work. During this time, the employee is still subject to all testing requirements under the provisions of this Policy.

The CUMTD provides access to an Employee Assistance Program. All costs for rehabilitation services over and beyond the CUMTD's EAP program shall be in accordance with the employee's insurance benefit guidelines or at the employee's own expense.

Confidentiality of employees referred to the EAP will be maintained:

- 15.1 Employees must sign a release of information form authorizing EAP personnel and any involved treatment facility to advise the CUMTD Substance Abuse Manager on the progress of treatment.
- 15.2 Employees going through a substance abuse or alcohol detoxification program will be required to submit written documentation from the EAP as to the successful completion of the program.



Those who voluntarily seek treatment in an external treatment program outside the EAP

requires approval from CUMTD. Upon approval by CUMTD, the employee is required to submit regular progress reports during treatment and a statement from the certified Substance

Abuse Professional showing successful completion of the rehabilitation program.

Employees of the Champaign-Urbana Mass Transit District who have problems with drugs and/or alcohol misuse are strongly encouraged to seek help voluntarily. CUMTD, through the EAP assists employees in dealing with drug-and-or-alcohol-related problems. The EAP is one means for rehabilitation and can be contacted at 217-383-3202 (24/7 counseling service). In addition, all CUMTD employees are encouraged to make sue of other available resources for treatment of substance abuse problems.

# 16.0 Proper Application of the Policy

CUMTD is dedicated to assuring fair and equitable application of the Substance Abuse Policy. Therefore, supervisors and managers are required to use and apply all aspects of this Policy in an unbiased and impartial manner. Any supervisor or manager who knowingly disregards the requirements of this Policy, or who is found to deliberately misuse the Policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

# 17.0 Foreign Medications

Foreign medications must have been legally obtained in the foreign country where they were purchased. The medication substance must have a legitimate medical use as per the laws and regulations in the United States of America. The foreign country medical substance must be used in a consistent manner with proper and intended medical purpose. It is the responsibility of the employee to advise CUMTD of these foreign medications and any safety-related adverse side effects that could adversely affect safety.

# 18.0 Information Disclosure

Drug and alcohol testing record shall be maintained by the DER Drug and Alcohol Program Manager at CUMTD and, except as provided below or by law, the results of any drug and/or alcohol test shall not be disclosed without express written consent of the tested employee.

- 18.1 The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs and misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications.
- 18.2 Records of a verified positive drug and/or alcohol test result shall be released to the DER Drug and Alcohol Manager at CUMTD in a confidential manner, on a need to know basis.
- 18.3 Records will be released to a subsequent employer only upon receipt of a written request from the employee.
- 18.4 Records of an employee's drug and/or alcohol tests shall be released to the adjudicator in a



grievance, lawsuit, or other proceeding initiated by or on behalf of the employee or former employee arising from the results of the drug and/or alcohol test. The records will be released to the decision-maker in the proceeding. The information will only be released with binding stipulation that the decision-maker will only make the information available to parties in the proceeding.

- 18.5 Records will be released to the National Transportation Safety Board during an accident investigation.
- 18.6 Records will be released to the FTA or any DOT agency with regulatory authority over the CUMTD or any of its employees.
- 18.7 Records will be released if requested by a Federal, State, or local safety agency with regulatory authority over CUMTD or any of its employees.
- 18.8 If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of 49 CFR Part 40, necessary legal steps to contest the issuance of the order will be taken.

Except as otherwise allowed under FTA rules, CUMTD is prohibited from releasing employee test results or medical information about an employee to a third party without the employee's written consent. Blanket releases are prohibited. As an employer, CUMTD may release information pertaining to an employee's drug and/or alcohol test without the employee's consent in certain legal proceedings when initiated by the employee. In any case, information released for this purpose, CUMTD will notify the effected employee in writing. Employees may refer to 49 CFR Part 40, subpart P - Confidentiality and Release of Information for more specific details.

CUMTD shall maintain records of its substance abuse program for a minimum period as follows:

#### Five (5) Years:

Verified positive test results, documentation of refusal to test, covered employee's referral to the Substance Abuse Professional (SAP) and copies of annual Management Information System (MIS) reports submitted to the FTA.

#### Two (2) Years:

Records related to the collection process, random selections and employee training.

#### One (1) Year:

Records of negative drug testing results.

Such records shall be kept in a secured area with controlled access to only the DAPM and DER of the CUMTD Substance Abuse Program.

Pertinent time-lapsed drug and alcohol testing records may be destroyed after five (5) years at the discretion of the CUMTD DER.

# **Definitions**

#### 19.1 Accident:

19.0

An occurrence associated with the operation of a revenue service vehicle (even when not in revenue service) or a vehicle that requires a Commercial Driver's License to operate, if as a result:

- 19.1.1 An individual dies; or
- 19.1.2 An individual suffers bodily injury and immediately receives medical treatment away from the scene of the accident; or
- 19.1.3 One or more vehicles incur disabling damage as the result of the accident and are transported away from the scene by a tow truck or other vehicle. For purposes of this definition, disabling damage means damage that precludes departure of any vehicle from the scene of the accident in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the accident without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, tail lights, turn signals, horn, mirrors or windshield wipers that makes them inoperative.

#### 19.2 Adulterated Specimen:

A specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

(19.2 amended October 1, 2010)

#### 19.3 Alcohol:

The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl or isopropyl alcohol, contained in any beverage, liquid mixture or preparation, mouthwash, candy, food, or medication.

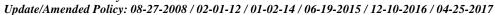
#### 19.4 Alcohol Concentration:

The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as measured by an evidential breath testing device.

#### 19.5 Alcohol Confirmation Test:

A subsequent alcohol breath test using an EBT, following a screening test with a result of 0.02 or greater that provides quantitative data about the alcohol concentration.

#### 19.6 Alcohol Screening Device (ASD):





A breath or saliva device, other than an EBT, that is approved by the National Highway Traffic Safety Administration (NHTSA) and placed on a conforming products list (CPL) for such devices.

#### 19.7 Alcohol Screening Test:

An analytic procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath or saliva specimen.

#### 19.8 Alcohol Testing Site:

A place selected by CUMTD where employees present themselves for the purpose of providing breath or saliva for an alcohol test.

# 19.9 Breath Alcohol Technician (BAT):

A certified person who instructs and assists employees in the alcohol testing process and is qualified and trained and certified to operate an evidential breath testing device (EBT).

#### 19.10 Cancelled Test:

A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or has been declared invalid by the Medical Review Officer (MRO). A cancelled test is neither a positive nor a negative test.

#### 19.11 Chain of Custody:

The procedure used to document the handling of the urine specimens from the time the employee gives the specimen to the collector until the specimen is destroyed by the laboratory. This procedure uses the Federal Drug Testing Custody and Control Form (CCF).

#### 19.12 Collection Site:

A place selected by CUMTD where employees present themselves for the purpose of providing a urine specimen for a drug test.

#### 19.13 Collector:

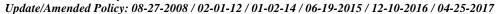
A certified person who instructs and assists employees at a collection site, who receives and makes an initial inspection of the specimen provided by those employees, and who initiates and completes the custody and control form (CCF).

#### 19.14 Contractor:

A person or organization that provides a safety-sensitive service for a recipient, sub-recipient, employer, or operator consistent with a specific understanding or arrangement. The understanding can be a written contract or an informal arrangement that reflects on an ongoing relationship between the parties.

# 19.15 Covered Employee:

An employee who performs a safety-sensitive function including an applicant or transferee whom will be hired to perform a safety-sensitive function (See Attachment II for a list of covered employees).





# 19.16 Designated Employer Representative (DER):

An employee authorized by CUMTD to receive information about certain kinds of test results and take required actions, such as causing an employee to be removed from the performance of safety-sensitive job functions.

#### 19.17 Dilute Specimen:

A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

#### 19.18 Evidential Breath Testing Device (EBT):

A device approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath. Approved devices are listed on the HNTSA conforming products list (CPL) for "Evidential Breath Measurement Devices.

#### 19.19 FTA:

The Federal Transit Administration, an agency of the U. S. Department of Transportation.

#### 19.20 Initial Drug Test:

The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

#### 19.20.1 Initial Specimen Validity Test

The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid. (19.20.1 added to Policy October 1, 2010)

#### 19.21 Invalid Drug Test:

The result reported by a HHS-certified laboratory in accordance with criteria established by HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

(19.21 amended October 1, 2010)

#### 19.22 Medical Review Officer:

A licensed physician responsible for receiving laboratory results generated by the drug program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individuals confirmed positive test result, together with a medical history, and any other relevant biomedical information.

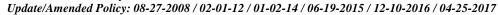
#### 19.23 Negative Dilute:

A drug test that is negative for the five drugs or drug metabolites but has a specific gravity value lower than expected for human urine.

#### 19.24 Negative Test Result for a Drug or Alcohol Test:

Tests for which no verified presence of

the five specified drugs or drug metabolites is identified or the verified presence of the identified drug or its metabolite is below the minimum levels specified in 49 CFR Part 40, as amended. An alcohol concentration of





less than 0.02 BAC is a negative test result.

#### 19.24.1 Negative Drug Result:

The result reported by an HHS-certified laboratory to a MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen.

(Added to Policy October 1, 2010)

### 19.25 Non-Negative Test Result:

A test result found to be adulterated, substitute, invalid, or positive for drug(s) or drug metabolite(s).

### 19.26 Performing a Safety-Sensitive Function:

A covered employee is considered to be performing a safety-sensitive job function and includes any period in which the employee is actually performing, ready to perform, or immediately available to perform such job functions.

#### 19.27 Positive Test Result:

A drug test with a verified presence of the identified drug or its metabolite at or above the minimum levels specified in 49 CFR Part 40, as amended. A positive alcohol test result means a confirmed alcohol concentration of 0.04 BAC or greater.

#### 19.27.1 Positive Drug Result:

The result reported by an HHS-certified laboratory when a specimen contains a drug or drug metabolite equal to or greater than the cutoff concentrations. (Added to Policy October 1, 2010)

#### 19.28 Prohibited Drug:

The drugs for which tests are required under 49 CFR Part 40 and Part 655, as amended, specifically marijuana, cocaine, opiates, amphetamines, or phencyclidine (PCP) at levels at or above the minimum thresholds specified in 49 CFR Part 40, as amended.

#### 19.29 Recipient:

An entity receiving financial assistance under 49 U. S. C. 5307, 5309, 5311, or 3037 (JARC); or under 23 U. S. C. 103(e)(4).

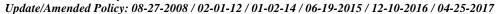
### 19.30 Revenue Service Vehicle:

Includes all transit vehicles that are used for passenger transportation service.

# 19.31 Safety-Sensitive Job Functions:

Includes:

19.31.1 The operation of a transit revenue service vehicle even when the vehicle is not in revenue





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19.31.2	The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Drivers License (CDL);
19.31.3	Maintaining a revenue service vehicle or equipment used in revenue service;
19.31.4	Controlling dispatch or movement of a revenue service vehicle;
19.31.5	Carrying a firearm for security purposes.

#### 19.32 Screening Test Technician (STT):

A certified person who instructs and assists employees in the alcohol testing process and operates an alcohol-screening device (ASD).

### 19.33 Split Specimen:

A part of the urine specimen that is sent to the first laboratory and retained unopened, and which is transported to a second laboratory in the event that the employee requests that it be tested following a verified positive drug test of the primary specimen or a verified adulterated or substituted test result.

#### 19.33.1 Split Specimen Collection:

A collection in which the urine collected is divided into two separate specimen bottles, the primary specimen (Bottle A) and the split specimen (Bottle B). (Added to Policy October 1, 2010)

### 19.34 Substance Abuse Professional (SAP):

A licensed physician or licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium of Alcohol and other Drug Abuse) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders. A SAP evaluates employees who have violated an DOT drug and/or alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

#### 19.35 Substituted Specimen:

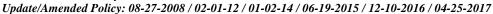
A specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine.

### 19.36 U. S. DOT:

The Federal Government's Department of Transportation, which includes the Federal Transit Administration (FTA) which regulates CUMTD.

#### 19.37 Validity Testing:







The evaluation of the specimen to determine if it is consistent with normal human urine. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine specimen, if the urine was diluted, or if the specimen was substituted.

#### 19.38 Laboratory:

Any U.S. laboratory certified by HHS under the National Laboratory Certification Program as meeting the minimal standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in case of foreign laboratories, a laboratory approved for participation by DOT under this Part. (19.38 added to Policy October 1, 2010)

#### 19.39 Limit of Detection (LOD):

The lowest concentration at which a measurement can be identified, but (for quantitative assays) the concentration cannot be accurately calculated.

(Added to Policy October 1, 2010)

#### 19.40 Limit of Quantification

For quantitative assays, the lowest concentration at which the identity and concentration of the measurement can be accurately established.

(Added to Policy October 1, 2010)

#### 19.41 Reconfirmed:

The result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.

(Added to Policy October 1, 2010)

#### 19.42 Rejected for Testing:

The result by an HHS-certified laboratory when no tests are performed for a specimen because of a fatal flaw or a correctable flaw that is not corrected.

(Added to Policy October 1, 2010)

#### 19.43 Confirmatory Drug Test

A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or drug metabolite.

(19.38 added to Policy October 1, 2010)



#### Attachment I. **System Contacts**

#### **PROGRAM CONTACTS**

Any questions regarding this policy or any other aspect of the drug-free and alcohol-free CUMTD program should contact the following representative:

### **Program Manager:**

Name: **Adam Shanks** 

Title: Dir of Safety & Training/DAPM/DER

Address: **CUMTD** 

> 803 E. University Avenue Urbana, Illinois 61802-2096 Phone: 217-384-8188 217-384-8215 Fax:

### Medical Review Officer(s):

### **Employee Assistance Program / Substance Abuse Professional:**

Occupational Medicine - Carle Employee Assistance Program Dr. Chen, MD PhD Carle Clinic 810 W. Anthony Dr.

Urbana, Illinois 61802 Phone: 217-383-3202 Fax: 217-383-3229

### Safeworks Illinois Champaign

Dr. David J. Fletcher 1806 N Market St I-74 Neil Street Exit Champaign, IL 61822 Phone:(217) 356-6150 Fax: (217) 356-7167



### **Employee Assistance Program / Substance Abuse Professional:**

Occupational Medicine - Carle Employee Assistance Program

Carle Hospital 610 W. Park St.

Urbana, Illinois 61801 Phone: 217-383-3311

Safeworks Illinois Champaign

**Dr. David J. Fletcher** 1806 N Market St I-74 Neil Street Exit Champaign, IL 61822 Phone:(217) 356-6150

Fax: (217) 356-7167

# **Attachment I. - SAP RESOURCES**

American College of Counseling Employee Service Center **Robert Hotes, Ph.D., CEAP** 824 South Park Avenue Springfield, IL. 62704 Phone: (217) 744-2255 Fax: (217) 744-0385

<u>Creative Case Management</u> **Sandra Leister, PhD**701 Devonshire Dr

Champaign, IL 61820

Perspectives, Ltd.
Terry Cahill, LCSW, CSADC
111 North Wabash, Suite 1620
Chicago, IL. 60602
Phone: (312) 558-1563
Fax: (312) 558-1570

CompPsych Corporation
Michael Garfield, CEAP
455 North Cityfront Plaza Drive

Chicago, IL. 60611-5506 Phone: (312) 595-4000 Fax: (312) 595-4029 mpaskellcompsych.com www.compsych.com

Dovetail, Inc.

Evan Peterson, VP

60 West Terra Cotta Avenue, #227

Crystal Lake IL 60014

888-275-3683

dovetailmc.net

Twin City Behavioral Health (formerly BroMenn)

Brian Heatherton, Ph.D.

202 E Locust

Bloomington, IL 61701

Phone: (309) 268-3529



#### www.persp.com

Psych. Associates of Central Illinois

**Brian Heatherton, Ph.D.** 1124 S. Sixth Street Springfield, IL. 62703 Phone: (217) 523-3143 Fax: (217) 523-7695

Safeworks Illinois Champaign

**Dr. David J. Fletcher** 1806 N Market St I-74 Neil Street Exit Champaign, IL 61822 Phone:(217) 356-6150 Fax: (217) 356-7167 **Resource Management Services** 

Bradley Post, LCSW \_ 3020 W. Willow Knolls \_ Peoria, IL. 60614 Phone: (309) 681-5652 Fax: (309) 681-5658

Safeworks Illinois of Coles Co.

Dr David Fletcher

100 Professional Plaza, Suite 2A

Mattoon, IL 61938 Phone: (217) 345-5444 Fax: (217) 345-5458

# Attachment II. Covered Employee Classifications

#### **CUMTD SAFETY-SENSITIVE AND NON-SAFETY-SENSITIVE POSITIONS**

Non-Safety-Sensitive Positions (those not subject to DOT testing)

Customer Service (some temporary positions)
Maintenance (some temporary positions)

#### Safety-Sensitive Positions (those subject to testing)

As mandated by the FTA regulations, all employees in safety-sensitive positions must participate in CUMTD's drug and alcohol testing program. Participation in this program is considered a condition of employment. Failure to comply with the rules of the prohibited substance testing program will result in termination.

All employees, contractors, and volunteers who perform safety-sensitive functions will be subject to testing for drug and alcohol use. The five categories of positions defined as safety-sensitive by the FTA are those that:

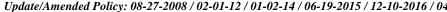
- Operate revenue service vehicles including operation when not in revenue service
- \* Operate non-revenue service vehicles that require drivers to hold CDL's
- \* Dispatch or control of revenue service vehicles
- \* Maintenance of revenue service vehicle or equipment used in revenue service



# Provide security and carry a firearm

The following are a list of the safety-sensitive positions that have been designated as subject to all six types of drug and alcohol testing including random testing (this list may not be all inclusive of all positions and is subject to review and revision at any time):

- -Any employee that operates revenue service vehicles including operation when not in revenue service
- -Any employee that operates non-revenue service vehicles that require the driver to hold a CDL
- -Any employee that dispatches or conducts control of revenue service vehicles
- -Any employee that conducts maintenance of revenue service vehicle or equipment used in revenue service
- -Any employee that provides security and carry's a firearm
- \*Contract service workers who perform safety-sensitive job functions
- \*Volunteer service workers who perform safety-sensitive job functions





#### **Minimum Threshold Drug Screen Levels Attachment III.**

Initial Test Analysis	Initial Test	Cutoff	Confirmatory	Test	Confirmatory Test Cutoff
	Concentration		Analysis		Concentration
Marijuana metabolites	50 ng/ml		THCA		15 ng/ml
Cocaine metabolites	150 ng/ml		Benzolyecgonine		100 ng/ml
Opiate metabolites	2000 ng/ml		Codeine		2000 ng/ml
Codeine/Morphine			Morphine		2000 ng/ml
6-Acetylmorphine	10 ng/ml		6-Acetylmorphine		10 ng/ml
Phencyclidine	25 ng/ml		Phencyclidine		25 ng/ml
Amphetamine	500 ng/ml		Amphetamine		250 ng/ml
AMP / MAMP			Methamphetamine	<u> </u>	250 ng/ml
MDMA	500 ng/ml		MDMA		250 ng/ml
MDA			MDA		250 ng/ml
MDEA			MDEA		250 ng/ml

Delta-9-tetrahydrocannabinol-9-carboxylic acid THCA -

MDMA -Methylenedioxymethamphetamine

MDA -Methylenedioxyamphatamine

MDEA -Methylenedioxyethylamphetamine

(Attachment III amended October 1, 2010)



# Attachment IV. Support Resources

Alcoholics Anonymous	217-373-4200
Alcohol Abuse Helpline	800-672-3727
Alcohol Abuse Accredited Treatment	800-276-6818
Behavior Clinic	217-356-6365
Carle Clinic Alcohol & Drug Recovery	217-373-1700
Carle Clinic Employee Assistance Program	217-383-3202
Catholic Social Services	217-352-5179
Catholic Worker House - St. Jude	217-355-9774
Chestnut Health Systems	217-423-0750
Creative Consultations	217-328-1100
East Central Illinois Intergroup	217-355-2559
Family Service	217-352-0099
Family Service First Call for Help	217-352-6300
Family Service of Champaign County	217-355-5627
Full Circle	217-398-0198
Gateway Youth & Adult Programs	800-444-1331
LW's Place Counseling	217-356-4600
Mental Health	217-398-5724
Pavilion	217-373-1700
Prairie Center for Substance Abuse	217-328-4500
Prairie Center 24 hr Crisis Line	217-359-1160
Safe House	217-344-7223

# **National Hotlines and Help Lines**

800 Cocaine	800-COC-AINE
National Council Alcohol&Drug Dependency Help	800-527-5344
National Institute on Drug Abuse Hotline	800-662-HELP
Alcoholics Anonymous (AA)	212-686-1100
Narcotics Anonymous (NA)	818-780-3951
Al-Anon	213-547-5800

**Drug and Alcohol Fact Sheets** 

**Effects of Substance Abuse Fact Sheets Information** 

#### **Effects of Alcohol Abuse Fact Sheet**

Attachment V.

Alcohol is a socially acceptable drug that has been consumed throughout the world for centuries. It is considered a recreational beverage when consumed in moderation for enjoyment and relaxation during social gatherings. However, when consumed primarily for its physical and mood-altering effects, it is a substance of abuse. As a depressant, it slows down physical responses and progressively impairs mental functions.

#### Signs and symptoms of use:

- \* Dulled mental processes
- \* Lack of coordination
- Odor of alcohol on breath
- \* Possible constricted pupils
- \* Sleepy or stuporous condition
- \* Slowed reaction rate
- \* Slurred speech

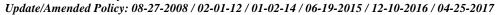
#### Health Effects:

The chronic consumption of alcohol (average of three servings per day of beer [ 12 ounces ], whiskey [ 1 ounce ] , or wine [ 6 ounces ] over time may result in the following health hazards:

- Decreased sexual functioning
- Dependency (up to 10% of all people who drink alcohol become physically and/or mentally dependent on alcohol and can be termed alcoholic)
- Fatal liver diseases
- \* Increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast, and malignant melanoma
- Kidney disease
- \* Pancreatitis
- Spontaneous abortion and neonatal mortality
- \* Illcere
- \* Birth defects (up to 54% of all birth defects are alcohol related)

#### Workplace Issues:

- \* It takes one hour for the average person (150 lbs.) to process one serving of an alcoholic beverage from the body
- \* Impairment in coordination and judgment can be objectively measured with as little as two drinks in the body.
- \* A person who is legally intoxicated is 6 times more likely to have an accident than a sober person





#### **Effects of Amphetamines Fact Sheet**

Amphetamines are central nervous system stimulants that speed up the mind and body. The physical sense of energy at lower doses and the mental exhilaration at higher doses are the reasons for their abuse. Although widely prescribed at one time for weight reduction and mood elevation, the legal use of amphetamines is now limited to a very narrow range of medical conditions. Most amphetamines that are abused are illegally manufactured in foreign countries and smuggled into the U.S. or clandestinely manufactured in crude laboratories.

#### Description:

- \* Amphetamines are sold in counterfeit capsules or as white, flat, double-scored mini-bennies. It is usually taken by mouth.
- \* Methamphetamine is often sold as a creamy white and granular powder or in lumps and is packaged in aluminum foil wraps or sealable plastic bags. Methamphetamine may be taken orally, injected or snorted into the nose.
- \* Trade street names include, Biphetamine, Delcobese, Desotyn, Detedrine, Chetrol, Ritalin, Speed, Meth, Crank, Crystal, Monster, Black Beauties, and Rits.

#### Signs and Symptoms of use:

- \* Hyperexcitability, restlessness
- \* Dilated pupils
- \* Increased heart rate and blood pressure
- \* Heart palpitations and irregular beats
- Profuse sweating
- \* Rapid respiration
- \* Confusion
- \* Panic
- \* Talkativeness
- \* Inability to concentrate
- Heightened aggressive behavior

#### Health Effects

- \* Regular use produces strong psychological dependence and increasing tolerance to the drug
- \* High doses may cause toxic psychosis resembling schizophrenia
- \* Intoxication may induce a heart attack or stroke due to spiking of blood pressure
- \* Chronic use may cause heart and brain damage due to severe constriction of capillary blood vessels
- \* The euphoric stimulation increases impulsive and risk-taking behaviors, including bizarre and violent acts
- \* Withdrawal from the drug may result in severe physical and mental depression



#### Effects of Cocaine Fact Sheet

Cocaine is used medically as a local anesthetic. It is abused as a powerful physical and mental stimulant. The entire central nervous system is energized. Muscles are tenser, the heart beats faster and stronger, and the body burns more energy. The brain experiences an exhilaration caused by a large release of neuro-hormones associated with mood elevation.

#### Description:

Cocaine Hydrochloride or "Snorting coke is a white to creamy granular or lumpy powder that is chopped into a fine powder before use. It is snorted into the nose, rubbed on the gums, or injected in the veins. The effect is felt within minutes and lasts 40 to 50 minutes per "line (about 60 to 90 milligrams). Common paraphernalia include a single- edged razor blade or small mirror or a piece of smooth metal, a half straw or metal tube, and a small screw cap vial or folded paper packet containing the cocaine.

- \* Cocaine Base is a small crystalline rock about the size of a small pebble. It boils at a low temperature, is not soluble in water, and is up to 90% pure. It is heated in a glass pipe and the vapor is inhaled. The effect is felt within 7 seconds. Common paraphernalia includes a "crack pipe (a small glass smoking device for vaporizing the crack crystal) and a lighter, alcohol lamp, or small butane torch for heating
- \* Trade or street names include Coke, Rock, Crack, Free Base, Flake, Snow, Smoke, and Blow

#### Signs and Symptoms of use:

- \* Financial problems
- \* Frequent and extended absences from meetings or work assignments
- \* Increased physical activity and fatigue
- \* Isolation and withdrawal from friends and normal activities
- Secretive behaviors, frequent non-business visitors, delivered packages, phone calls
- \* Unusual defensiveness, anxiety, agitation
- Wide mood swings
- \* Runny or irritated nose
- \* Difficulty in concentration
- \* Dilated pupils and visual impairment
- Restlessness
- Formication (sensation of bugs crawling on skin)
- \* High blood pressure, heart palpitations, and irregular rhythm
- \* Hallucinations
- \* Hyper excitability and overreaction to stimulus
- \* Insomnia
- \* Paranoia
- \* Profuse sweating and dry mouth
- \* Talkativeness

#### Health Effects:



- \* Research suggests that regular cocaine use may upset the chemical balance of the brain. As a result,
- it may speed up the aging process by causing irreparable damage to critical nerve cells. The onset of nervous system illnesses such as Parkinson's disease could also occur.
   Cocaine use causes the heart to beat faster and harder and rapidly increases blood pressure. In
- \* Cocaine use causes the heart to beat faster and harder and rapidly increases blood pressure. In addition, cocaine causes spasms of blood vessels in the brain and heart. Both effects lead to ruptured vessels causing strokes or heart attacks
- \* Strong psychological dependency can occur with one "hit of crack. Usually, mental dependency occurs within days (crack) or within several months (snorting coke). Cocaine causes the strongest mental dependency of any known drug
- \* Treatment success rates are lower than for other chemical dependencies
- \* Cocaine is extremely dangerous when taken with depressant drugs. Death due to overdose is rapid. The fatal effects of an overdose are not usually reversible by medical intervention. The number of cocaine overdose deaths has tripled in the last 4 years.
- \* Cocaine overdose was the second most common drug emergency in 1986, up from 11<sup>th</sup> place in 1980

#### Workplace Issues

- \* Extreme mood and energy swings create instability. Sudden noises can cause a violent reaction
- \* Lapses in attention and ignoring warning signals greatly increase the potential for accidents
- \* The high cost of cocaine frequently leads to workplace theft and/or dealing
- \* A developing paranoia and withdrawal create unpredictable and sometimes violent behavior
- \* Work performance is characterized by forgetfulness, absenteeism, tardiness, and missed assignments

#### Effects of Marijuana (Cannabinoids) Fact Sheet

Marijuana is one of the most misunderstood and underestimated drugs of abuse. People use marijuana for the mildly tranquilizing and mood- and perception-altering effects it produces.

#### Description:

- \* Usually sold in plastic sandwich bags, leaf marijuana will range in color from green to light tan. The leaves are usually dry and broken into small pieces. The seeds are oval with one slightly pointed end. Less prevalent, hashish is a compressed, sometimes tar like substance ranging in color from pale yellow to black. It is usually sold in small chunks wrapped in aluminum foil. It may also be sold in an oily liquid.
- \* Marijuana has a distinctly pungent aroma resembling a combination of sweet alfalfa and incense
- \* Cigarette papers, roach clip holders, and small pipes made of bone, brass, or glass are commonly found. Smoking "bongs (large bore pipes for inhaling large volumes of smoke) can easily be made from soft drink cans and toilet paper rolls
- \* Trade or street names include Marinol, THC, Pot, Grass, Joint, Reefer, Acapulco Gold, Sinsemilla, Thai Sticks, Hash, and Hash Oil



#### Signs and Symptoms of use:

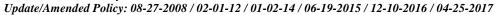
- \* Reddened eyes (often masked by eye drops)
- \* Slowed speech
- \* Distinctive odor on clothing
- \* Lackadaisical "I don't care attitude
- \* Chronic fatigue and lack of motivation
- \* Irritating cough, chronic sore throat

#### Health Effects:

- \* When marijuana is smoked, it is irritating to the lungs. Chronic smoking causes emphysema-like conditions
- \* One joint causes the heart to race and be overworked. People with undiagnosed heart conditions are at risk
- \* Marijuana is commonly contaminated with the fungus Aspergillus, which can cause serious respiratory tract and sinus infections
- \* Marijuana smoking lowers the body's immune system response, making users more susceptible to infection. There is a possibility that a connection exists between marijuana smoking and the activation of AIDS in positive human immunodeficiency virus (HIV) carriers
- \* Multiple pregnancy problems and birth defects are directly related to marijuana
- \* Delayed decision-making mental function
- \* Diminished concentration mental function
- \* Impaired short-term memory, interfering with learning mental function
- \* Impaired tracking (ability to follow a moving object with the eyes) and visual distance measurements mental function
- \* Erratic cognitive function mental function
- \* Distortions in time estimation mental function
- \* Long-term negative effects on mental function known as "acute brain syndrome, which is characterized by disorders in memory, cognitive function, sleep patterns, and physical condition

#### Acute Effects:

- \* Aggressive urges
- \* Anxiety
- \* Confusion
- \* Fearfulness
- \* Hallucinations
- \* Heavy sedation
- \* Immobility
- \* Mental dependency
- \* Panic
- \* Paranoid reaction





\* Unpleasant distortions in body image

#### Workplace Issues:

- \* The active chemical, THC, stores in body fat and slowly releases over time. Marijuana smoking has a long-term effect on performance
- \* An 800% to 1000% increase in THC concentration in the past few decades make smoking three to five joints a week today the equivalent to 15 to 40 joints a week in 1978
- \* Combining alcohol or other depressant drugs and marijuana can produce a multiplied effect, increasing the impairing effect of both the depressant and marijuana

#### Effects of Opiates (Narcotics) Fact Sheet

Opiates (also called narcotics) are drugs that alleviate pain, depress body functions and reactions and, when taken in large doses, cause a strong euphoric feeling.

#### Description:

- \* Natural derivatives are opium, morphine, codeine, and heroin
- \* Synthetic opiates are Meperidine (Demerol), Oxymorphone (Numorphan), and Oxycodone (Percodan)
- \* May be taken in pill form, smoked, or injected, depending upon the type of narcotic used
- \* Trade or street name include Smack, Horse, Emma, Big D, Dollies, Juice, Syrup, and China White

#### Signs and Symptoms of Use:

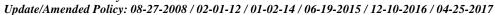
- Mood changes
- \* Impaired mental functioning and alertness
- \* Constricted Pupils
- Depression and apathy
- \* Impaired coordination
- Physical fatigue and drowsiness
- \* Nausea, vomiting, and constipation
- \* Impaired respiration

#### Health Effects:

- \* IV needle users have a high risk for contracting hepatitis and AIDS due to the sharing of needles
- \* Narcotics increase pain tolerance. As a result, people could more severely injure themselves or fail to seek medical attention after an accident due to the lack of pain sensitivity
- \* Narcotics' effects are multiplied when used in combination with other depressant drugs and alcohol, causing increased risk for an overdose

#### Workplace Issues:

- \* Unwanted side effects such as nausea, vomiting, dizziness, mental clouding, and drowsiness place the legitimate user and abuser at higher risk for an accident
- \* Narcotics have a legitimate medical use in alleviating pain. Workplace use may cause





#### impairment of physical and mental functions

#### Effects of Phencyclidine (PCP) Fact Sheet

Phencyclidine (PCP) was originally developed as an anesthetic, but the adverse side effects prevented its use except as a large animal tranquilizer. Phencyclidine acts as both a depressant and a hallucinogen, and sometimes as a stimulant. It is abused primarily for its variety of mood-altering effects. Low doses produce sedation and euphoric mood changes. The mood can change rapidly from sedation to excitation to agitation. Larger doses may produce a coma-like condition with muscle rigidity and a blank stare with the eyelids half closed. Sudden noises or physical shocks may cause a "freak out in which the person has abnormal strength, extremely violent behavior, and an inability to speak or comprehend communication. *Description:* 

- \* PCP is sold as a creamy, granular powder and is often packaged in one-inch square aluminum foil or folded paper "packets
- \* It may be mixed with marijuana or tobacco and smoked. It is sometimes combined with procaine, a local anesthetic, and sold as imitation cocaine
- \* Trade or street names include Angel Dust, Dust, and Hog

#### Signs and Symptoms of Use:

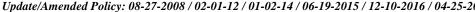
- \* Impaired coordination
- Severe confusion and agitation
- \* Extreme mood shifts
- Muscle rigidity
- Nystagmus (jerky eye movements)
- Dilated pupils
- Profuse sweating
- \* Rapid heartbeat
- \* Dizziness

#### Health Effects:

- \* The potential for accidents and overdose emergencies is high due to the extreme mental effects combined with the anesthetic effect on the body
- \* PCP is potentiated by other depressant drugs, including alcohol, increasing the likelihood of an overdose reaction
- \* Misdiagnosing the hallucinations as LSD induced, and then treating with Thorazine, can cause a fatal reaction
- \* Use can cause irreversible memory loss, personality changes, and thought disorders
- \* There are four phases to PCP abuse. The 1<sup>st</sup> phase is acute toxicity. It can last up to three days and can include combativeness, catatonia, convulsions, and a coma. Distortions of size, shape, and distance perception are common. The 2<sup>nd</sup> phase, which does not always follow the 1<sup>st</sup>, is a toxic psychosis. Users may experience visual and auditory delusions, paranoia, and agitation. The 3<sup>rd</sup> phase is a drug-induced schizophrenia that may last a month or longer. The 4<sup>th</sup> phase is PCP-induced depression. Suicidal tendencies and mental dysfunction can last for months.

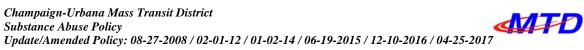
#### Workplace Issues:

\* PCP abuse is less common today than in recent years. It is also not generally used in a workplace setting because of the severe disorientation that occurs





Attac	hment	VI. Last Chance Return-To-Duty Work Agre	<u>eement</u>
THIS AC	GREEMEN	IT is entered into by and between the Champaign-Urbana M (Employee). The Champaign-Urbana Mass Transit	
commit	ted in his, rstood th	tance for employees seeking rehabilitation. However, the employ /her efforts to remain free of drug use and/or alcohol misuse. Ther hat the employee's continuation of employment at CUMTD, for e Policy, is based upon and constrained by the following terms:	efore, as part of the commitment, it
1.	Agreem	(Employee) and CUMTD mutually ment for the next five years is contingent upon your satisfactorily tent and that failure to do so may subject you to disciplinary action ment with the Champaign-Urbana Mass Transit District.	meeting the terms outlined in this
2.		ist submit to evaluation of potential drug and/or alcohol probional. This evaluation must be completed within days	
3.	by the E. progress terms of	st participate in and attend rehabilitation, treatment, or communit FAP substance abuse professional, The EAP or a program counselor s reports regarding your participation and attendance at all requ f the program recommended by the EAP substance abuse profession including termination.	shall provide CUMTD with periodic ired sessions. Failure to follow the
4.	must at professi return-t	ng satisfactory completion of the program recommended by the EAR a minimum, report to the CUMTD DER within 24 hours following re ional and be tested for drug use and/or alcohol misuse before you o to-duty testing must be negative for drugs and/or show an alcohol on the pay also be additional stipulations by CUMTD and/or the SAP at the	elease by your EAP substance abuse are allowed to return-to-duty. Such concentration of less than 0.02 BAC.
5.	testing. Such tes	the five (5) year period following your return-to-duty, you will be There will be a minimum of six (6) tests in the twelve (12) months j sts are in addition to any tests necessitated by CUMTD's Substance of the program to monitor your compliance with the EAP's recom	following your return-to-duty date. Abuse Policy or required by the EAP
6.	or relate	re absent from work during the five (5) year period and it is determed to, the use of drugs and/or misuse of alcohol, then CUMTD margetermination.	
7.	to be te under a	olate the conditions of this Agreement, the CUMTD Substance Abusted, or have a positive drug test and/or an alcohol test with a cony testing circumstance within the five (5) year period, you will be a substantial to the substantial testing circumstance.	ncentration of 0.04 BAC or greater e terminated.
_		is voluntarily entered into by all parties, and in consideration for s are hereby agreed to:	continuation of employment, the
		Dated this day of	, 20
SIGNAT			
Employ			ate:
CUIVITD	DER:	D	ate:





## Attachment VII.

Reasona	able Suspicion Short-Term Indicators Guide									
Date:										
Employee Name:										
Supervisor Name:										
Supervis	or Name:									
A.	Incident/Cause for Suspicion		Excessive blinking							
	Apparent drug or alcohol intoxication		Diminished blinking							
	Abnormal or erratic behavior		Staring inappropriately							
	Observed/reported possession, dispensation or		Eyelid tremors							
	use prohibited substance		Averting eye contact							
	Arrest/conviction for drug offense(s)		Wearing glasses indoors or at night							
В.	Body Behavior	F.	Speech							
	Nausea or vomiting		Slurred or incoherent speech							
	Extreme fatigue/sleeping on job		Repetitious, rambles							
	Dizziness or fainting		,							
	Highly excited or nervous	G.	Behavioral Indicators Noted							
	Odor of alcohol		Verbal abusiveness							
			Physical abusiveness							
С.	Body Appearance		Extreme aggressiveness or unresponsiveness							
	Very flushed or very pale		Inappropriate response to questioning or							
	Excessive sweating/skin clamminess		instructions							
	Dry mouth, frequent swallowing, wetting lips		Erratic/inappropriate behavior							
	frequently		Hallucinations							
	Disheveled appearance/out of uniform		Disorientation							
	•		Confusion							
D.	Body Movements		Talkativeness							
	Unsteady walk, poor coordination		Euphoric							
	Shaking hands/body tremors/twitches		Sudden weight loss							
	Breathing irregularly, or with difficulty		Skin abrasions/bruises							
	Loss of physical control		Neglected appearance/hygiene							
	• •		Sick more frequently							
E.	Eyes		Depression							
	Bloodshot or watery									
	Dilated pupils									
	Constricted pupils									
	Glassy appearance									
Written	Summary including any pertinent information not	noted a	bove:							
	ble Suspicion Test Performed: YES NO Date:									
Reasona	ble Suspicion Test Refused:YESNO Date:	//	/ Time:am/pm							
Signatur	e Supervisor:		Date:							

**List of New Medications Being Prescribed:** 

<u>Dosage</u>

Name Drug

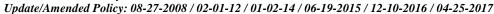


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## Attachment VIII. Medical Approval Form for **Prescription and Over-the-Counter Medications Medication Approval Form** Employee Name: \_\_\_\_\_ Social Security #: \_\_\_\_\_ Job Title: Drugs I Am Taking: Name of Drug Approximate Date Prescribed: Doctor This information is true and correct to the best of my knowledge. Employee Signature The employee's physician is asked to please complete the remainder of this form so that your patient can work in his/her CUMTD job position. By signing below, you are acknowledging that you are aware of this employee's job requirements and day-to-day responsibilities and that the newly prescribed medication(s) in conjunction with medications currently being taken will not impair performance or endanger safety of this individual, co-workers,

CUMTD customers, or the public. Please indicate below what, if any, restrictions should be placed upon the time between when a medication is taken and the time that individual can safely and effectively perform their job duties.

Use Instructions #issued/# refills Restrictions Expires





#### Attachment IX. CUMTD Board of Trustees Policy Approval

**Champaign-Urbana Mass Transit District Board of Trustees** 

**Approval of Substance Abuse Policy** 

**Champaign-Urbana Mass Transit District Substance Abuse Policy** 

The Champaign-Urbana Mass Transit District's Substance Abuse Policy, as amended, August 1, 2001, has been reviewed and is hereby adopted by the Champaign-Urbana Mass Transit District Board of Trustees.

It is the policy of the Champaign-Urbana Mass Transit District that the riding public is provided safe, courteous, and dependable transportation services. In order to provide a healthy and safe environment for public riders and employees of the District, it is the policy of the District to: 1) assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner; 2) create a workplace environment free from the adverse effects of drug abuse and alcohol misuse; 3) prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances; and 4) to encourage employees to seek professional assistance anytime personal problems, including alcohol or drug dependency, adversely affect their ability to perform their assigned duties.

The Champaign-Urbana Mass Transit District Board of Trustees, by adoption of this policy, certifies that this policy is compliant with all applicable federal regulations in accordance with the terms of <u>49 CFR part 655</u>. The Board of Trustees further certifies that the employee training conducted under this part meets the requirements of <u>49 CFR part 655</u>, as amended. The Board of Trustees certifies compliance with the U. S. Department of Transportation publication 49 CFR part 40, as amended, that sets standards for the collection and testing of urine and breath specimens as outlined in this policy. In addition, The Board of Trustees certifies compliance with 49 CFR part 29, "The Drug-Free Workplace Act of 1988," which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA is incorporated within this policy.

Therefore, the Champaign-Urbana Mass Transit Board of Trustees does adopt and certify this Substance										
Abuse Policy, as amended, <u>August 1, 2001 this date of August</u> , 2001.										
Isaaca I Dham	AGIII I Nell.									
James L. Dhom	William L. Volk									
Substance Abuse Director	Managing Director									
Champaign-Urbana Mass Transit District	Champaign-Urbana Mass Transit District									
Geo	rge Friedman									

George Friedman
Chair of the Board
Champaign-Urbana Mass Transit District



#### Attachment X.

#### **Prescription and Over-The-Counter Drugs**

Addendum to Substance Abuse Policy, Adopted by Board of Trustees, March 31, 2004 -amended, May 12, 2004

#### The following behaviors are prohibited:

- Xa1. Using a prescription (Rx) medication that is not legally prescribed for the employee.
- Xa2. Using a Rx or over-the-counter (OTC) medication in excess of the prescribed dosage.
- Xa3. Using any medication that contains alcohol within four (4) hours before performing safety-sensitive job functions.
- Xa4. Using any medication that adversely impacts the employee's ability to safely perform their safety-sensitive job functions.
- Xa5. The Champaign-Urbana Mass Transit District (CUMTD) requires that all safety-sensitive employees complete a Medical Evaluation Form (which can be obtained from the department head or the DER) with their physician for the following:
  - Xa5.1 If the employee's medication is on the FTA List of Dangerous Rx and OTC medications list.
  - Xa5.2 If the employee's medication adversely affects the employee's ability to safely perform their safety-sensitive job function.
  - Xa5.3 If the employee's medication is on the MANDATORY MUST REPORT list of Rx and OTC medications.

All Rx and/or OTC medications not listed within this Policy must be reported to the DER or your department supervisor immediately.

A Medical Approval Form is required for the above-mentioned criteria for **Rx and/or OTC medication** prescribed for use while in working status indicating whether they should be medically disqualified from performing safety-sensitive functions during the duration of the treatment.

Employees who reported their Rx and/or OTC medications prior to the issue of this Addendum to Policy must again report their medications they are taking to the DER in order to update the records and bring the employee in compliance with our Policy.

Xb1. Employees in possession of a completed form disqualifying them from performing safety-sensitive

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duties are to turn this form in to their immediate supervisor or the Department head to explain their absence.

- Xb2. Employees medically withheld from their job duties shall be carried as sick on their attendance record. This will be counted as an occurrence under the CUMTD absenteeism policy.
- Xb3. Employees released to work while taking a prescribed medication may report to work without further notice as long as they have turned in the release to their immediate supervisor or their Department head.
- Xb4. Employees who are required to obtain a Medical Approval Form from their physician must do so within 24 hours of notification. Extension of the 24-hour time limit must be approved by their department head.

It is the responsibility of safety-sensitive employees when selecting an over-the-counter medication, to read all warning labels before selecting it for use while performing safety- sensitive job functions.

- Xc1. Medications whose labels indicate they may affect mental functioning, motor skills or judgment should not be selected.
- Xc2. If no alternate medication is available for the condition, employees should seek professional assistance from their physician.

Employees have the personal responsibility to assess their fitness for duty while using a Rx or OTC medication. The employee should not report for, or remain on, duty while being adversely affected by a prescription medicine even if they have a release from a prescribing physician, or if the over-the-counter medication being taken has no warning label but is adversely affecting the employee safe job performance.

For the purposes of this policy, a legally prescribed drug is one that is documented using the CUMTD provided medical approval form by a person licensed to prescribe controlled substances for medical treatment in the State of Illinois. The prescription bottle alone is not sufficient to meet the requirements of this policy.

#### Prescription Medications/Obtaining the prescription.

- Xd1. The employee is responsible for providing the prescribing physician with the CUMTD Medical Approval Form. The employee shall directly advise the physician of their safety-sensitive job duties.
- Xd2. The employee is responsible for discussing the potential effects of any prescription medication with the prescribing physician, including its potential to impair mental functioning, motor skills or judgment, as well as any adverse impact on the safe performance of their safety-sensitive job duties.

Prescribing physician's certification.



- Xe1. The Medical Approval Form (MAF) and any other Rx and/or OTC medication information provided to the employee may be required by the DER or a supervisor. If required, the MAF must be provided by a registered certified physician, psychiatrist, dentist or physician assistant.
- Xe2. An employee will be medically disqualified from the performance of safety-sensitive functions if the physician determines that the employee's medical history, current condition, side effects of the medication being prescribed and other indications pose a potential threat to the safety of coworkers, the public and/or the employee.
- CUMTD will make a Medical Approval Form available to employees for the guidance of their Xe3. prescribing physician. The DER or a supervisor may also file a Medical Evaluation Form (MEF) in which the DER or supervisor will make a determination whether or not the medication is on the FTA danger list and make the appropriate comments on the MEF and instruct the employee according to the guidelines of the MEF if the medication is deemed safe for use prior to duty, while on duty or subject to duty.
- Xe4. The prescribing physician's MAF determination is subject to review by the CUMTD's physician who may consult with the prescribing physician to obtain additional information as necessary. Based on the information provided, the CUMTD physician may overrule the prescribing physician and disqualify the employee. The CUMTD physician's decision will be deemed final.

Using the prescription.

Xf1. Ultimately, the employee may be the best judge of how a substance is impacting their performance. As such, the employee has the responsibility to inform the prescribing physician of performance altering side effects and request medical disqualification from performance of safety-sensitive job duties. Employees on duty should immediately contact their supervisors for relief from safetysensitive job duties should they feel their performance is being adversely affected.

Over-The-Counter Medications/Selecting an over-the-counter medication

- Xg1. It is the responsibility of safety-sensitive employees, when selecting an over-the-counter medication, to read all warning labels before selecting it for use while performing a safety-sensitive job function.
- Xg2. Medications whose labels indicate the drug may affect mental functioning, motor skills or judgment should not be selected. The advice of a pharmacist, if available at the purchase site, may be helpful in making a selection appropriate to the employee's job duties.





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Xg3. If no alternate medication is available for the medical condition, employees should seek professional assistance from their pharmacist or physician.

How the pharmacist or physician can assist with selection:

- Xh1. The pharmacist has knowledge of a variety of medicines and medicinal ingredients and possible side effects, and may be able to offer guidance concerning alternative medicines available.
- Xh2. The physician may be able to select an over-the-counter medication that will be effective without having the potential for negative impact.
- Xh3. The physician may determine that no satisfactory over-the-counter remedy exists, and may prescribe a controlled medication under Prescribing Medications above.
- Xh4. The physician may determine that an over-the-counter medication with potentially negative impact is the preferred choice for treatment. As with a prescription medication, employees must secure a medical approval form to be filled out by their physician in order to work while taking this medication. The standard sick leave policy will be in effect should the employee be unable to work as a result of taking this medication which adversely effected their safety-sensitive job performance.

#### Using over-the-counter medication.

Xi1. Ultimately, the employee may be the best judge of how a substance is impacting their job performance. As such, the employee has the responsibility to refrain from using any over-thecounter medication that causes performance altering side effects, whether or not the label contains any such warnings. The on-duty employee is to contact their supervisor to be relieved from safetysensitive job duties and seek the assistance of their physician in selecting an alternative treatment medication.

#### **Discipline Consequences**

- Xj1. A safety-sensitive employee who violates this policy will be removed from safety-sensitive duties immediately.
- Xj2. Violation of this policy will subject an employee to disciplinary action up to and including termination of employment.
- Xj3. An employee who self-reports a problem with the abuse of prescription or over-the-counter medications or other substances that have performance altering effects in violation of this policy prior to reporting to safety-sensitive job duties and prior to notification of testing will be referred to the CUMTD EAP substance abuse professional for rehabilitation assistance without incurring disciplinary action.



The employee may not return to safety-sensitive duties until evaluated and released by a CUMTD physician. Release to Return-To-Duty will involve a Return-To-Duty test.

Xj4. Employees who are directed to obtain a Medical Approval Form from their physician must do so within 24 hours of notification or be disqualified from performing safety-sensitive job duties and the employee will receive an unexcused absence on their attendance record.

The employee will also receive a written work order directing the employee to obtain the Medical Approval Form by a specified date. Violation of the directive will be cause for insubordination and the employee subject to termination.

Employees failing to promptly notify CUMTD, prior to reporting for duty, that the employee is taking Xj5. a MUST REPORT Rx and/or OTC medication is subject to discipline up to and including discharge.

#### **Prescription and Over-the-Counter Medications Procedures**

- Xk1. Safety-sensitive employees are required to discuss their safety-sensitive job duties with their prescribing physician and ask if the new medication will impair their ability to safely perform their job duties. Physicians must complete a CUMTD Medical Approval Form indicating approval with any restrictions or instructions so noted.
- Xk2. The CUMTD has classified prescribed and over-the-counter medications into two categories: those that NEED NOT BE REPORTED and those that MUST BE REPORTED. Medications that do not need to be reported include antibiotics, birth control pills, vitamins, local dental injections, creams, ointments, and lotions. All other prescribed medications must be reported.
- Xk3. To report a medication that is listed on the Must Be Reported list, the employee must take a CUMTD Medical Approval Form to the physician. The physician must be aware of the employee's job requirements, medical history, and other medications being taken by the employee. Once the form is completed, the employee returns the form to their supervisor or department head. The ultimate responsibility for ensuring that use of the medication does not pose a safety risk lies with the employee. If an employee's use of an Rx or OTC medication creates a safety hazard, the employee is subject to discipline up to and including termination.



#### XI1. **DRUGS WHICH NEED NOT BE REPORTED:**

The following drugs do not need to be reported unless known by CUMTD or the employee to adversely affect the employee or directed not to take by a physician.

#### **Antibiotics**

ΑII

#### Allergy, Asthma & Decongestants

Alph-pned

**Brethaire** 

**Entex** 

Guaifensin

Hismanal

Ipratropium Inhaler

Kenalog

Nasalide

Phyenylpropanolamine

PPA-GG-LA

Seldane

Sine-Aid

Terbutaline Inhaler

Terbutaline

Terienadine

Theo-Dur

Theopnilline

Zephrex

#### **Analgesics**

Acetominophen

Advil

Anacin-3

Anaprox

**Aspirin** 

Datril

Ibuprofen

Indocin

Medipren

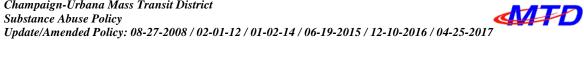
Motrin

Nalfon

Naprosyn

Nuprin

Panadol





Rufin

Trendar

Tylenol

#### **Antihypertensives**

\*applies only if used for hypertension specifically

Aldactide

Aldactone

Aldomet

Calan

Capoten

Captopril

**Catapres TTS** 

Catapress

Chlorothiazide

Diuril

Enalapril

**HCTZ** 

Hydrodiuril

Hydrochlorothiazide

Lasix

Lisinopril

Lopressor

Methyldopa

Moduretic

Prinvil

Procardia

Vasoretic

Vasotec

#### **Birth Control Pills**

ΑII

#### **Dental**

Lidocaine

Xylocaine

#### **Immunizations**

ΑII

#### **Topical Agents (Lotions, Creams, etc...)**

\*Drugs dispensed via patches are not included ΑII



#### **Vitamins**

ΑII

#### Miscellaneous

Ablalon A Opth Drops

Acyclovir

Aristocort

Beconase

Carafate

Cimetidine

Colbenemid

Cortosone

Digoxin

Donnagel

**Ergotec** 

Lanoxin

Meclomen

Prednisone

Prilosec

Synthroid

**Tagamet** 

Vancenase

Viagra

Zantac

#### MANDATORY DRUGS WHICH MUST BE REPORTED:

All drugs not listed above must be reported, whether taken alone or in combination with other drugs. Drugs which may require restrictions, with typical constraints, include but are not limited to the following.

#### DRUG

Adapin

Alurate

Amitriptyline

Antivert

Asendin

Aspirin w/Codiene

Atarax

Ativan

Benadryl

Bromfed

Butisol

Centrax

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#### Chlortrimetron

Codiene

Compazine

Comtrex

Contac

Dalmane

Darvocet

Darvon

Deconamine

Demerol

Denadryl

Deprol

Desyrel

Diazepam

Dilantin

Dilaudid

Dimetane

Dimetapp

Dramamine

Dristan

Drixoral

Elavil

Empirin w/Codeine

Endep

Equagesic

Equanil

Etrafon

Externdryl

Fedahist

Flexeril

Halcion

Haldol

Hydrocodone

Hyophen

Kronofed

Levo-Dromoran

Levsin

Libritabs

Librium

Limbitrol

Lioresal

Lithium

Lomotil

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Lortab

Ludiomil

Marezine

Marplan

Mebaral

Meperdine

Mepergan

Meprobamate

Methadone

Morphine

Naldecon

Nardil

Nembutal

Nolamin

Norgesic

Norgesic Forte

Norpramin

Novafed

Ornade

**Pamelor** 

**Paraflex** 

Parafon

Parafon Forte

Parnate

**Paxipam** 

Pentobarbital

Percocet

Percoddan

Percogesic

Petrofrane

Phenergan/Phen w/Codeine

Phenobarbital

Probamate

Prolixin

Promethazine

Pyridium

Reglan

Robaxin

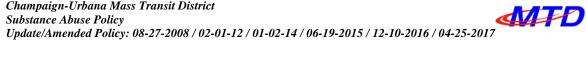
Robaxisol

Rondec

Rutuss

Rutuss w/Codeine

Rynatan





Secobarbital

Seconal

Sedapap

Serax

Sinequan

Sinubid

Sinulin

Skelaxin

Soma

Soma w/Codeine

Stadol

Stelazine

Surmontil

Talacet

Talwin

Tavist-D

Thorazine

Tigan

Tofranil

Torecan

Transderm-Scop

Tranxene

Triavil

Tuinal

Tylenol w/Codeine #2,#3,#4

Valium

Valrelease

Vicodin

Vistaril

Vivactil

Wygesic

Xanax



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#### **MTD Medications Must Report List**

Amosene

Amrix

Ansaid

Aricept

Aventyl

Balcofen

Bamate

Bonine

Buspar

Claritin-D

Codafen

Cogentin

Depakene

Divalproex

Dolophine

Donatussin

Donnatal

Doxepin

Duragesic

Duramorph

**Endocet** 

Effexor

Eskalith

Femara

**Floricet** 

Glyset

Guiatuss w/Codeine

Hycodan

Hycotuss

Imodium-AD

Iophen w/Codeine

Kadian

Keppra

Klonopin

Lantuss

Lispro

Lorcet

Loxitane

Loxipine

Medrol

Mirapex

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Mysoline

Navane

Neurontin

Norco

Nytol

Oxydone

Pristiq

Primidone

Prozac

Quartuss

Quetiapine

Remeron

Revia

Ridafed

Risperdal

Sarisol

Seroquel

Sertraline

Siladryl

Strifon

Talacen

Topamax

Tramadol

Travist-D

Trilafon

Trileptal

Tylenol-PM

Ultracet

Ultram

Unisom

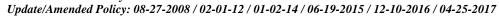
Viibryd

Wellbutrin

Xodol

Zoloft

Zonegran





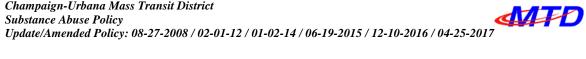
## **Attachment XI.**

#### **Medical Evaluation Form**

An employee must notify their department head or a supervisor when taking any medication (whether prescription or over-the-counter) which may interfere with the safe and effective performance of duties or operation of CUMTD equipment, or which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected.

Emplo	oyee completes this section - all information is confiden	ntial:
Emplo	oyee Name:	Employee #:
Job Ti	tle:	Department:
Name	e of medication(s):	
How	often and when is medication taken?	
When	n did you start taking this medication?	
Descr	ibe any side effects:	
Physic	cian name prescribing medications:	
Depai	rtment head or supervisor completes this section: Give discussion and agreement of the following me is approved to take Yes No	
a.	This medication has been determined to potentially in employee is in a safety-sensitive position and/or drive this medication should not be taken within eight (8) In during the hours that the employee is subject to duty medication contains alcohol, the pre-duty abstinence reporting for duty, during the hours that the employed on duty.	es Illinois Terminal/CUMTD vehicles, then nours of the employee reporting for duty, or while the employee is on duty. If the is within four (4) hours of the employee
b.	The employee should contact their physician to discu medication or obtain another medication which will r with their Illinois Terminal/CUMTD work schedule.	
	ave discussed the above medication(s). The employee again the apployee again.	grees to follow the above medical
	oyee Signature:	Date:
Super	visor Signature:	
	more than one medication to be listed, use one form for	

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## **Attachment XII.**

## **Post-Accident Drug and Alcohol Testing**

Post-Accident Drug and Alcohol Test Decision-Making Documentation Form

Locatio	n Accident:							
Accide	nt Date:		Accident	Time:				
Detern	nination to FTA	-DOT Test:						
	Fatality (man	datory drug & alcohol D	OT tests) <i>(F1</i>	A-DOT tests	) *Notify DER			
	performance	_	-		cident (unless transit e actor to accident) (FTA-			
	_	can be completely disco	_		scene (unless transit ector to accident)	employee's		
	•		oved from re	venue servic	e following the accident	t (FTA-DOT		
	test)				•			
Type o	f Vehicle Involv	ved in Accident:						
	Bus involved							
	Van involved							
	Fixed guide w	ay involved						
	ADA vehicle ir	ivolved						
	Other service	vehicle involved						
Detern	nination of NO	N-DOT Authorized Test	<u>:</u>					
	discount perfo		loyee as con	tributing fac	e to vehicle but cannot of tor to accident. Notify O			
		nt for a post-accident te				_		
	on to test: & Alcohol tests	FTA test:	CUMTD t	est (NON-DO	<b>ЭТ):</b>			
	-	termination to test:						
		Date:						
	onducted:							
	Drug:	Date:		Time:				
	Alcohol:							
Did the		ccur more than 2 hours						



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If yes, explain:	
If no alcohol test occurred because of more tha explain:	n <b>8 hours</b> elapsed from the time of the accident, please
Did the employee leave the scene of the accider If yes, explain:	
If no drug test was performed because more the explain why:	
the Medication and usage.	ion or over-the-counter medication? If yes, please identify
over-the-counter medications reported	
Supervisor Signature:	Date:

\*Disabling damage means damage, which precludes departure of any vehicle from the scene of the accident or occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the accident or occurrence without special tools or parts, tire disablement, without damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, mirrors, or windshield wipers that makes them inoperative.



Update/Amended Policy: 08-27-2008 / 02-01-12 / 01-02-14 / 06-19-2015 / 12-10-2016 / 04-25-2017

#### **Attachment XIII.**

#### Prescription and Over-the-Counter Medication /

#### **Post-Accident Investigation**

This form should be completed anytime the initial accident investigation indicates that prescription or OTC drugs could be a contributing factor to the accident. The information obtained should be kept confidential and is considered a medical report and afforded the same protections.

Do not ask the employee the reason they were/are taking a specific drug. However, if the employee volunteers information about the medication(s) they are taking, this information should be noted.

Accident Date:	Time:	
Accident Location:		
Employee Name:		
Please list all prescription and OTC drugs that you are curren		in the past 7 days.
Fill out a copy of the Medication Information Form for each	of the listed medications.	
Prescription Medication		
1.		
2.		-
3.		-
4.		-
5.		-
6.		
7.		-
Over-the-Counter Medication		
1.		
2.		-
3.		-
4.		_
5.		_
6.		_
7.		_



Champaign-Urbana Mass Transit District
Substance Abuse Policy
Update/Amended Policy: 08-27-2008 / 02-01-12 / 01-02-14 / 06-19-2015 / 12-10-2016 / 04-25-2017

## **Attachment XIV.**

Medication Information Form										
Name of medication:										
How much do you take dosage?										
How often do you take it?										
How long have you been taking this medication?										
For prescription medications, is the prescription in your name? (Y/N)										
When was the last time you took a dose?										
How much did you take?										
Did you take a dose prior to the last one?										
How much did you take?										
How many times have you taken it in last 7 days?										
Did you experience any side effects? If so, describe:										
When did the side effects first appear?										
When did the side effects disappear?										
Have you discussed the use and potential side effects of this prescription or OTC										
medications with your physician? (Y/N) If yes, Who, When?										
Is the physician aware of your safety-sensitive job duties?(Y/N)										
Have you discussed the use and potential side effects of this prescription or OTC										
medications with your pharmacist? (Y/N) If yes, Who, When?										
Is the physician and pharmacist aware of your safety-sensitive job duties?(Y/N)										
Do you have the medication with you? If yes, write down the information from the label.										
If not, ask for the following information from the employee:										
Name of medication (exactly):										
Expiration date:										
Dosage information (exactly):										
Note any warning labels:										
Medication in form of:										
pill capsule gelcap liquid spray										
other:										
Place of purchase:										
Pharmacist name:										
Physician name:										
Supervisor Signature: Date:										
Employee Signature: Date:										



#### Attachment XV.

Champaign-Urbana Mass Transit District
Board of Trustees Approval

Board Action Taken on Approval of an amendment to the MTD Substance Abuse Policy, Prescription and Over-the-Counter Medication

Attached is an Addendum to the CUMTD Substance Abuse Policy for consideration and Board approval

The Champaign-Urbana Mass Transit District Substance Abuse Policy, as amended, March 31, 2004, has been reviewed and is hereby adopted by the Champaign-Urbana Mass Transit District Board of Trustees.

It is the policy of the Champaign-Urbana Mass Transit District that the riding public is provided safe, courteous, and dependable transportation services. In order to provide a healthy and safe environment for public riders and employees of the District, it is the policy of the District to: 1) assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner; 2) create a workplace environment free from the adverse effects of drug abuse and alcohol misuse; 3) prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances; and 4) to encourage employees to seek professional assistance anytime personal problems, including alcohol or drug dependency, adversely affect their ability to perform their assigned duties.

The Champaign-Urbana Mass Transit District Board of Trustees, by adoption of this policy, certifies that this policy is compliant with all applicable federal regulations in accordance with the terms of <u>49 CFR part 655</u>. The Board of Trustees further certifies that the employee training conducted under this part meets the requirements of <u>49 CFR part 655</u>, as amended. The Board of Trustees certifies compliance with the U. S. Department of Transportation publication <u>49 CFR part 40</u>, as amended, that sets standards for the collection and testing of urine and breath specimens as outlined in this policy. In addition, the Board of Trustees certifies compliance with <u>49 CFR part 29</u>, The "Drug-Free Workplace Act of 1988," which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA is incorporated within this policy.

Therefore, the Champaign-Urbana Mass Transit Board of Trustees does adopt and certify this Substance Abuse Policy, as amended, *this date of March 31, 2004*.

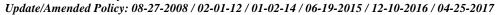
James L. Dhom

William L. Volk

Substance Abuse Director Champaign-Urbana Mass Transit District

Managing Director
Champaign-Urbana Mass Transit District

George Friedman
Chair of the Board
Champaign-Urbana Mass Transit District





#### Attachment XVI.

<u>Champaign-Urbana Mass Transit District</u> Board of Trustees Approval

Board Action Taken on Approval of an update and amendment to the MTD Substance Abuse Policy, DOT Urine Specimen Collection Guidelines - Effective August 25, 2008 and an update of the MTD Substance Abuse Policy in accordance with 49 CFR Part 40 and 49 CFR Part 655, as amended.

The Champaign-Urbana Mass Transit District Substance Abuse Policy, as updated and amended, August 1, 2008, has been reviewed and is hereby adopted by the Champaign-Urbana Mass Transit District Board of Trustees.

It is the policy of the Champaign-Urbana Mass Transit District that the riding public is provided safe, courteous, and dependable transportation services. In order to provide a healthy and safe environment for public riders and employees of the District, it is the policy of the District to: 1) assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner; 2) create a workplace environment free from the adverse effects of drug abuse and alcohol misuse; 3) prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances; and 4) to encourage employees to seek professional assistance anytime personal problems, including alcohol or drug dependency, adversely affect their ability to perform their assigned duties.

The Champaign-Urbana Mass Transit District Board of Trustees, by adoption of this policy, certifies that this policy is compliant with all applicable federal regulations in accordance with the terms of <u>49 CFR part 655</u>. The Board of Trustees further certifies that the employee training conducted under this part meets the requirements of <u>49 CFR part 655</u>, as amended. The Board of Trustees certifies compliance with the U. S. Department of Transportation publication <u>49 CFR part 40</u>, as amended, that sets standards for the collection and testing of urine and breath specimens as outlined in this policy. In addition, The Board of Trustees certifies compliance with <u>49 CFR part 29</u>, "The Drug-Free Workplace Act of 1988," which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA is incorporated within this policy.

Therefore, the Champaign-Urbana Mass Transit Board of Trustees does adopt and certify this Substance Abuse Policy, as updated and amended, *this date of August 27, 2008*.

James L. Dhom

Substance Abuse Director

Managing Director

Champaign-Urbana Mass Transit District Champaign-Urbana Mass Transit District

**Alfred Anderson** 

Chair of the Board of Trustees Champaign-Urbana Mass Transit District



#### Attachment XVII.

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

#### **Board of Trustees Approval**

Board Action Taken on Approval of an update and amendment to the MTD Substance Abuse Policy, DOT Urine Specimen Collection Guidelines - Effective August 25, 2008 and an update of the MTD Substance Abuse Policy in accordance with 49 CFR Part 40 and 49 CFR Part 655, as amended.

The Champaign-Urbana Mass Transit District Substance Abuse Policy, as updated and amended, August 1, 2008, has been reviewed and is hereby adopted by the Champaign-Urbana Mass Transit District Board of Trustees.

It is the policy of the Champaign-Urbana Mass Transit District that the riding public is provided safe, courteous, and dependable transportation services. In order to provide a healthy and safe environment for public riders and employees of the District, it is the policy of the District to: 1) assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner; 2) create a workplace environment free from the adverse effects of drug abuse and alcohol misuse; 3) prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances; and 4) to encourage employees to seek professional assistance anytime personal problems, including alcohol or drug dependency, adversely affect their ability to perform their assigned duties.

The Champaign-Urbana Mass Transit District Board of Trustees, by adoption of this policy, certifies that this policy is compliant with all applicable federal regulations in accordance with the terms of 49 CFR part 655. The Board of Trustees further certifies that the employee training conducted under this part meets the requirements of 49 CFR part 655, as amended. The Board of Trustees certifies compliance with the U. S. Department of Transportation publication 49 CFR part 40, as amended, that sets standards for the collection and testing of urine and breath specimens as outlined in this policy. In addition, The Board of Trustees certifies compliance with 49 CFR part 29. The "Drug-Free Workplace Act of 1988," which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA is incorporated within this policy.

Therefore, the Champaign-Urbana Mass Transit Board of Trustees does adopt and certify this Substance Abuse Policy, as updated and amended, *this date of May 31, 2017*.

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Adam Shanks

Safety and Training Director / DAPM

Champaign-Urbana Mass Transit District

Karl P. Gnadt

Managing Director

Champaign-Urbana Mass Transit District

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**Bradley Diel** 

Chair of the Board of Trustees Champaign-Urbana Mass Transit District

~80°



To: Board of Trustees

From: Karl Gnadt

Date: May 31, 2017

Subject: Resolution Ascertaining Prevailing Wages

- **A.** Introduction: This resolution approves and establishes the Illinois Department of Labor prevailing wage rates for Champaign County as the prevailing wage rate for any public works coming under the jurisdiction of the Champaign-Urbana Mass Transit District (CUMTD).
- **B. Recommended Action**: Staff recommends that the Board authorize the Chair to execute the resolution ascertaining prevailing wages.
- C. Prior Trustee Action: The Board annually approves the prevailing wage rates for public works projects.
- **D. Requirements:** The Illinois statutes (820 ILCS 130/1 et. seq) requires all public bodies "every year during the month of June" to establish prevailing wage rates for "laborers, mechanics, and other workers" under contract for public works projects. The wage must be at a rate "no less than the general prevailing wage rate as paid for work of a similar character in the locality in which the work is performed." In the past, the Illinois Department of Labor has issued updated prevailing wage rates on a monthly basis, but has not provided an update since July 2015. Therefore, CUMTD will adopt prevailing wages for Champaign County from July 2015 as the prevailing wage for CUMTD projects in FY2018.

Revised resolution and attachment to include June 2017 Department of Labor rates for Champaign County

#### **RESOLUTION NO. 2017–4**

## A RESOLUTION ASCERTAINING PREVAILING WAGES (2017-2018)

# BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE CHAMPAIGN-URBANA MASS TRANSIT DISTRICT OF URBANA, ILLINOIS AS FOLLOWS:

SECTION 1: The general prevailing rate of wages in this locality for laborers, mechanics, and other workers engaged in the construction of public works coming under the jurisdiction of the Champaign-Urbana Mass Transit District is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Champaign County area as determined by the Illinois Department of Labor as of June 5, 2017, as amended, a copy of that determination being attached hereto as Exhibit "A" and made a part hereof.

SECTION 2: The Secretary shall (a) publicly post or keep available for inspection by an interested party in the Administrative Offices of the Champaign-Urbana Mass Transit District at 1101 East University Avenue, Urbana, Illinois this determination of the prevailing rate of wages; (b) mail a copy of this determination to any person who requests a copy of the prevailing rate of wages; (c) promptly file a certified copy of this Resolution with the Illinois Department of Labor; and (d) cause a notice to be published in a newspaper of general circulation within Champaign County that the determination of prevailing wages has been made and is effective.

ADOPTED this 31st day of May, 2017, pursuant to a roll call vote as follows:

AYES: 6 - Bauer, Chaplan Cho, Diel, Faron, Hannon,

NAYS: —

ABSENT: 1 - Uehtmann

Bradley Diel, Chair Champaign-Urbana Board of Trustees

ATTEST:

Jack Waaler, Secretary

This schedule contains the prevailing wage rates required to be paid for work performed on or after Monday, June 5, 2017 on public works projects in this County. Pursuant to 820 ILCS 130/4, public bodies in this County that have active public works projects are responsible for notifying all contractors and subcontractors working on those public works projects of the change (if any) to rates that were previously in effect. The failure of a public body to provide such notice does not relieve contractors or subcontractors of their obligations under the Prevailing Wage Act, including the duty to pay the relevant prevailing wage in effect at the time work subject to the Act is performed.

CHAMPAIGN COUNTY PREVAILING WAGE RATES EFFECTIVE JUNE 5, 2017

				Base	Foreman	M-F						
TradeTitle	Region	Type	Class	Wage	Wage	OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	All	BLD		31.56	32.81	1.5	1.5	2.0	6.30	14.05	0.00	0.90
ASBESTOS ABT-MEC	All	BLD		22.40	23.40	1.5	1.5	2.0	6.80	6.55	0.00	0.50
BOILERMAKER	All	BLD		38.00	41.00	2.0	2.0	2.0	7.07	15.99	0.00	0.40
BRICK MASON	All	BLD		31.32	32.82	1.5	1.5	2.0	8.00	13.07	0.00	0.85
CARPENTER	All	BLD		35.70	37.95	1.5	1.5	2.0	8.20	11.50	0.00	0.52
CARPENTER	All	HWY		35.50	37.25	1.5	1.5	2.0	8.20	12.20	0.00	0.52
CEMENT MASON	All	BLD		32.26	33.76	1.5	1.5	2.0	8.00	9.50	0.00	0.50
CEMENT MASON	All	HWY		33.09	34.59	1.5	1.5	2.0	8.00	9.50	0.00	0.50
CERAMIC TILE FNSHER	All	BLD		29.58	0.00	1.5	1.5	2.0	7.20	8.20	0.00	0.00
ELECTRIC PWR EQMT												
OP	All	All		42.47	48.52	1.5	1.5	2.0	6.52	11.89	0.00	0.42
ELECTRIC PWR												
GRNDMAN	All	All		29.14	48.52	1.5	1.5	2.0	6.12	8.16	0.00	0.29
ELECTRIC PWR												
LINEMAN	All	All		47.16	48.52	1.5	1.5	2.0	6.66	13.20	0.00	0.47
ELECTRIC PWR TRK												
DRV	All	All		30.55	32.55	1.5	1.5	2.0	6.17	8.56	0.00	0.31
ELECTRICIAN	All	BLD		37.96	39.96	1.5	1.5	2.0	6.85	8.80	0.00	0.57
ELECTRONIC SYS TECH	All	BLD		30.34	32.09	1.5	1.5	2.0	6.85	8.36	0.00	0.40

ELEVATOR												
CONSTRUCTOR	All	BLD		42.52	47.84	2.0	2.0	2.0	14.43	8.96	3.40	0.60
FENCE ERECTOR	All	All		32.21	34.11	1.5	1.5	2.0	8.84	10.02	0.00	0.90
GLAZIER	All	BLD		35.63	37.63	1.5	1.5	2.0	6.25	8.40	0.00	0.68
HT/FROST INSULATOR	All	BLD		31.23	32.23	1.5	1.5	2.0	7.51	6.16	0.00	0.25
IRON WORKER	All	All		32.61	34.51	1.5	1.5	2.0	9.64	11.37	0.00	0.90
LABORER	All	BLD		29.06	30.31	1.5	1.5	2.0	6.30	14.05	0.00	0.80
LABORER	All	HWY		30.65	31.65	1.5	1.5	2.0	6.30	14.13	0.00	0.80
LATHER	ΑII	BLD		35.60	37.85	1.5	1.5	2.0	8.00	10.25	0.00	0.52
MACHINIST	ÀΙΙ	BLD		45.35	47.85	1.5	1.5	2.0	7.26	8.95	1.85	0.00
MARBLE FINISHERS	All	BLD		29.58	0.00	1.5	1.5	2.0	7.20	8.20	0.00	0.00
MARBLE MASON	All	BLD		31.08	0.00	1.5	1.5	2.0	7.20	8.55	0.00	0.00
MILLWRIGHT	All	BLD		31.56	33.81	1.5	1.5	2.0	8.20	16.10	0.00	0.52
MILLWRIGHT	All	HWY		33.58	35.33	1.5	1.5	2.0	8.20	16.67	0.00	0.52
OPERATING												
ENGINEER	All	All	1	40.25	41.25	1.5	1.5	2.0	8.50	9.90	0.00	0.95
OPERATING		A 11	_	22.25	44.05	4 =			0 = 0			
ENGINEER OPERATING	All	All	2	39.25	41.25	1.5	1.5	2.0	8.50	9.90	0.00	0.95
ENGINEER	All	All	3	25.00	41.25	1.5	1.5	2.0	8.50	9.90	0.00	0.95
PAINTER	All	All	J	35.16	36.66	1.5	1.5	2.0	8.00	4.98	0.00	0.60
PAINTER SIGNS	All	All		35.16	36.66	1.5	1.5	2.0	8.00	4.98	0.00	0.60
PILEDRIVER	All	BLD		36.70	38.95	1.5	1.5	2.0	8.20	11.50	0.00	0.52
PILEDRIVER	All	HWY		36.50	38.25	1.5	1.5	2.0	8.20	12.20	0.00	0.52
PIPEFITTER	All	BLD		41.06	43.56	1.5	1.5	2.0	7.00	11.45	0.00	1.57
PLASTERER	All	BLD		32.05	34.05	1.5	1.5	2.0	8.00	11.43	0.00	0.50
PLUMBER	All	BLD		41.06	43.56	1.5	1.5	2.0	7.00	11.45	0.00	1.57
ROOFER	All	BLD		30.50	32.00	1.5	1.5	2.0	9.25	8.43	1.00	0.24
SHEETMETAL	All	DLD		30.30	32.00	1.5	1.5	2.0	9.23	0.43	1.00	0.24
WORKER	All	BLD		35.74	37.74	1.5	1.5	2.0	8.85	14.59	0.00	0.52
SPRINKLER FITTER	All	BLD		39.87	41.62	1.5	1.5	2.0	8.77	6.05	0.00	0.45
STONE MASON	All	BLD		31.32	32.82	1.5	1.5	2.0	8.00	13.07	0.00	0.85
	- •••								5.50		5.55	5.05

TERRAZZO FINISHER	All	BLD		31.52	31.52	1.5	1.5	2.0	8.00	9.71	0.00	0.10
TERRAZZO MASON	All	BLD		31.08	0.00	1.5	1.5	2.0	7.20	8.55	0.00	0.00
TILE MASON	All	BLD		31.08	0.00	1.5	1.5	2.0	7.20	8.55	0.00	0.00
TRUCK DRIVER	All	All	1	35.02	38.55	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	All	All	2	35.54	38.55	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	All	ΑΊΙ	3	35.77	38.55	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	All	All	4	36.10	38.55	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	All	All	5	37.05	38.55	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	All	O&C	1	28.02	31.14	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	All	O&C	2	28.43	31.14	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	All	O&C	3	28.62	31.14	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	All	O&C	4	28.88	31.14	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TRUCK DRIVER	All	O&C	5	29.64	31.14	1.5	1.5	2.0	11.92	5.66	0.00	0.25
TUCKPOINTER	All	BLD		31.32	32.82	1.5	1.5	2.0	7.20	11.57	0.00	0.85

### Explanations

#### **CHAMPAIGN COUNTY**

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given

local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

#### **EXPLANATION OF CLASSES**

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

#### CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

#### **ELECTRONIC SYSTEMS TECHNICIAN**

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life

safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air

compressor and welding machines and brooms, including those pulled by
separate units, truck driver helpers, warehouse employees, mechanic
helpers, greasers and tiremen, pickup trucks when hauling materials,
tools, or workers to and from and on-the-job site, and fork lifts up
to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more.

Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two Drum Machine, One Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Dredging Equipment, or Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or similar type machine, Concrete Pump, Truck or Skid Mounted, Engineer or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with dual attachment, Tractor Mounted Loaders, Hydro Crane, Standard or Dinkey Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machine, including Well Testing, Caissons, Shaft or any similar type drilling machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Head Equipment Greaser), Barber-Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra

Ax, Span Saw, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver-Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart- Self-Propelled, Hydra Seeder, Straw Blower, Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker, Lull (or similar type Machine), Two Air Compressors, Compressors hooked in Manifold, Chip Spreader, Mud Cat, Sull-Air, Fork Lifts (except when used for landscaping work), Soil Stabilizer (Seaman Tiller, Bo Mag, Rago Gator, and similar types of equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck-Operator, Backhoe, Farm Tractors (with attachments), 4 Point Lift System (Power Lift or similar type), Skid-Steer (Bob Cat or similar type), Wrecking Shears, Water Blaster.

Class 2. Concrete Mixers without Skips, Rock Crusher, Ditching Machine under 6', Curbing Machine, One Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machine Mounted Post Hole Digger, two to four Generators, Water Pumps or Welding Machines, within 400 feet, Air Compressor 600 cu. ft. and under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lift (when used for landscaping

work), Concrete and Blacktop Curb Machine, One Water Pump, Oilers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for hoisting material, Engine Tenders, Fireman, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operator on Trucks, Tampers, Self-Propelled Power Broom, Striping Machine (motor driven), Form Tamper, Bulk Cement Plant, Equipment Greaser, Deck Hands, Truck Crane Oiler-Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Super Sucker (and similar type of equipment).

Class 3. Power Cranes, Truck or Crawler Crane, Rough Terrain Crane (Cherry Picker), Tower Crane, Overhead Crane.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the

Department generally has on file such definitions which are available.

If a task to be performed is not subject to one of the

classifications of pay set out, the Department will upon being

contacted state which neighboring county has such a classification and

provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment-used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.



To: Board of Trustees

From: Karl Gnadt

Date: May 31, 2017

Subject: Developmental Service Center (DSC) Contract

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

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

This contract, effective this 1<sup>st</sup> day of July, 2017, is made by and between the Developmental Services Center, a not-for-profit corporation of the State of Illinois ("DSC"), and the Champaign-Urbana Mass Transit District ("MTD").

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

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

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

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

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

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

- 1. DSC will provide regular bus service for disabled mobility-limited persons over routes established by the MTD. At the time of the execution of this contract, the routes and schedules are set forth in Attachment "1" hereto, and such routes and schedules are hereby approved by the MTD. The routes and schedules, however, are subject to revision by the MTD and DSC provided that the proper consultation takes place between both parties.
- 2. The MTD shall pay DSC an annual amount of \$473,523.00 for the services provided by DSC under the terms of this Agreement upon invoice submitted to the MTD, 1101

East University Avenue, Urbana, Illinois, payable in 12 equal installments on the 1<sup>st</sup> of each month commencing on the 1<sup>st</sup> day of July, 2017.

- 3. DSC will pay over to the MTD on the 10<sup>th</sup> day of the month following the month in which fares collected, if any, the full amount of fares collected from all persons utilizing the services provided by DSC under this Agreement, plus any amount necessary to bring such payment up to 1/12 of the guaranteed of DSC to the MTD of fares collected. The DSC guarantees to the MTD payments under this paragraph annually shall amount to \$165,733.00. The DSC guaranteed annual payment will be adjusted according to the rate of reimbursement that the MTD receives from the State of Illinois.
- 4. DSC will provide to the MTD a monthly ridership/usage report by the 15<sup>th</sup> of the month following the month reported on. DSC will also supply to the MTD, as required, any other relevant information requested by the MTD regarding ridership and other operating data.
- 5. DSC shall purchase and maintain the necessary equipment and employ the necessary labor to operate the bus service described in this Agreement. Purchases shall be coordinated as feasible with the MTD so as to conform with applicable regulations and to maximize efficiency and savings. The MTD shall not have any control or supervision over the drivers of the buses used in said service. The drivers shall be employed by DSC and shall constitute DSC's employees only and shall not constitute agents or employees of the MTD, and shall be subject solely to DSC's supervision and control.
- 6. DSC agrees to continue to maintain in force insurance with the following minimum coverage:

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

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

- 7. This Agreement shall continue each year unless either party serves notification of their intent to terminate this Agreement sixty (60) days prior to the Agreement termination date. Such continuance may be subject to changes in this Agreement as may be mutually agreed upon.
- 8. The parties each recognize that in the performance of this Agreement they may encounter unforeseen obstacles and difficulties that would make continuation under this Agreement difficult or impossible and it may thus be best to terminate this Agreement if the parties cannot agree on the necessary amendments to accommodate the problem. Thus, if either party finds that the imposition of regulations or requirements of any kind or nature by the federal, state or local governments make the contractual relationship under this Agreement more expensive or difficult than it is worth, or if a disagreement arises regarding the correct

interpretation or application of this Agreement and such dispute is not resolved to the mutual satisfaction of the parties, either party can terminate this Agreement by serving written notice on the other party, to be effective on the last day of the month following the month in which such notice is served. If this Agreement is terminated pursuant to this paragraph, the financial obligation of the parties to each other will be settled according to equitable principles of accounting.

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

CHAMPAIGN-URBANA MASS TRANSIT DISTRICT	DEVELOPMENTAL SERVICES CENTER
BY: CHAIR-BOARD OF TRUSTEES	BY:CHIEF EXECUTIVE OFFICER
Attest:	Attest:
BY: SECRETARY	BY: SECRETARY
DATED:	DATED:

\$ 473,523.00

**DSC Routes** 

AMOUNT FOR CONTRACT:

DSC-MTD FY 2018 SUMMA	ARY															
ACTUAL COSTS:	BUS #45	BUS #38	BUS #59	BUS #58	BUS #40	CRA #1 (L)	CRA #2 (K)	CRA #4 (G)	CRA #5 (H)	CRA #6 (J)	CRA #7 (T)	CRA #8 (C)	CRA #9 (R)	DT #1 & #2	VOC S/W/G	
Wages	\$ 27,556.13	\$ 27,556.13	\$ 27,556.13	\$ 27,556.13	\$ 27,556.13	\$ 4,790.36	\$ 4,790.36	\$ 4,790.36	\$ 4,790.36	\$ 4,790.36	\$ 4,790.36	\$ 4,790.36	\$ 4,790.36	\$ 9,580.72	\$ 9,580.72 \$	195,264.97
Taxes / Benefits	\$ 8,377.06	\$ 8,377.06	\$ 8,377.06	\$ 8,377.06	\$ 8,377.06	\$ 1,456.27	\$ 1,456.27	\$ 1,456.27	\$ 1,456.27	\$ 1,456.27	\$ 1,456.27	\$ 1,456.27	\$ 1,456.27	\$ 2,912.54	\$ 2,912.54 \$	59,360.54
Vacation Coverage	\$ 2,421.25	\$ 2,421.25	\$ 2,421.25	\$ 2,421.25	\$ 2,421.25										\$	12,106.25
Taxes / Benefits	\$ 736.06	\$ 736.06	\$ 736.06	\$ 736.06	\$ 736.06										\$	3,680.30
Fuel	\$ 8,821.21	\$ 13,491.37	\$ 8,862.15	\$ 8,305.50	\$ 8,758.36	\$ 829.03	\$ 2,375.47	\$ 1,203.35	\$ 1,642.79	\$ 2,274.61	\$ 1,634.04	\$ 1,296.10	\$ 1,016.62	\$ 5,832.58	\$ 5,875.03 \$	72,218.21
Maintenance	\$ 10,522.13	\$ 16,656.18	\$ 15,053.44	\$ 16,155.74	\$ 13,982.70	\$ 2,347.83	\$ 2,751.91	\$ 1,105.13	\$ 7,146.80	\$ 1,524.06	\$ 2,736.95	\$ 3,619.00	\$ 3,056.18	\$ 2,817.26	\$ 6,613.60 \$	106,088.91
Insurance	\$ 1,756.00	\$ 1,680.80	\$ 1,575.80	\$ 1,575.80	\$ 1,575.80	\$ 598.00	\$ 663.00	\$ 598.00	\$ 704.00	\$ 709.00	\$ 814.00	\$ 619.00	\$ 796.00	\$ 3,996.00	\$ 1,908.00 \$	19,569.20
Transportation Manager	\$ 9,144.10	\$ 9,144.10	\$ 9,144.10	\$ 9,144.10	\$ 9,144.10										\$	45,720.50
Admin. Expense @ 9%	\$ 6,240.05	\$ 8,107.47	\$ 6,644.34	\$ 7,170.45	\$ 6,529.63	\$ 901.93	\$ 1,083.33	\$ 823.78	\$ 1,416.62	\$ 967.89	\$ 1,028.85	\$ 1,060.27	\$ 1,000.39	\$ 2,262.52	\$ 2,420.09 \$	47,657.61
DIRECT COSTS:	\$ 75,573.99	\$ 88,170.42	\$ 80,370.33	\$ 81,442.09	\$ 79,081.09	\$ 10,923.42	\$ 13,120.34	\$ 9,976.89	\$ 17,156.84	\$ 11,722.19	\$ 12,460.47	\$ 12,841.00	\$ 12,115.82	\$ 27,401.62	\$ 29,309.98 \$	561,666.49
FY 2018 ADJUSTMENTS:																
COLA @ 3% for drivers	\$ 1,172.72	\$ 1,172.72	\$ 1,172.72	\$ 1,172.72	\$ 1,172.72	\$ 187.40	\$ 187.40	\$ 187.40	\$ 187.40	\$ 187.40	\$ 187.40	\$ 187.40	\$ 187.40	\$ 374.80	\$ 374.80 \$	8,112.40
5% increase in fuel cost	\$ 441.06	\$ 674.57	\$ 443.11	\$ 415.28	\$ 437.92	\$ 41.45	\$ 118.77	\$ 60.17	\$ 82.14	\$ 113.73	\$ 81.70	\$ 64.81	\$ 50.83	\$ 291.63	\$ 293.75 \$	3,610.91
TOTAL COSTS (PROJECTED)	<u>:</u> \$ 77,187.77	\$ 90,017.71	\$ 81,986.16	\$ 83,030.09	\$ 80,691.73	\$ 11,152.27	\$ 13,426.51	\$ 10,224.46	\$ 17,426.38	\$ 12,023.32	\$ 12,729.57	\$ 13,093.21	\$ 12,354.05	\$ 28,068.05	\$ 29,978.53 \$	573,389.80
INTOWN USAGE:	100%	6 50%	100%	100%	50%	100%	100%	100%	100%	100%	100%	100%	100%	75%	75%	
TOTAL TOWN USAGE COST:	\$ 77,187.77	\$ 45,008.85	\$ 81,986.16	\$ 83,030.09	\$ 40,345.86	\$ 11,152.27	\$ 13,426.51	\$ 10,224.46	\$ 17,426.38	\$ 12,023.32	\$ 12,729.57	\$ 13,093.21	\$ 12,354.05	\$ 21,051.04	\$ 22,483.90 \$	473,523.44
SUMMARY OF USAGE COSTS	<u>S:</u>															

5.7 % increase

AMOUNT FOR FY 2018 CONTRACT:



To: Board of Trustees

From: Drew Bargmann, Special Services Manager

Date: May 31, 2017

Subject: Long-term Intergovernmental Agreement between Champaign County and Champaign-Urbana

Mass Transit District between July 1, 2017 and June 30, 2020

**A.** Introduction – To ensure the continued transportation services of the Champaign County Area Rural Transit System (C-CARTS) through June 30, 2020.

- **B.** Recommended Action: Staff recommends approval of the attached Intergovernmental Agreement (IGA) and Vehicle Lease Agreement between Champaign County (RPC) and CUMTD by authorizing the Managing Director to sign the IGA and the lease agreement on behalf of CUMTD.
- **C. Background:** In September 2015, an Intergovernmental Agreement between Champaign County and CUMTD was approved for FY 2016 through FY 2018. The attached agreement maintains the same terms of this agreement, with the following changes:
  - a. Timeframe is through June 30, 2020;
  - b. Maintenance rates and language were updated to reflect the yearly increases, matching our agreement with U of I Department of Disability Resources and Educational Services (DRES);
  - c. Mention of specific fiscal years have been removed, since it stretches across several;
  - d. Responds to updates made to the yearly Downstate Operating Assistance Program grant application process and reporting requirements.

These agreements will be brought to the Champaign County Board during their June 2017 meeting.

**D.** Alternatives – advantages/disadvantages: If not approved, the current agreement will expire on June 30, 2018 and would not reflect updated IDOT - OIPI requirements.

# 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 ("CUMTD") 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 CUMTD 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 CUMTD in its provision of public transportation in the County of Champaign;

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

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

WHEREAS, CUMTD 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 CUMTD as follows:

- I. <u>Incorporation of Recitals.</u> The Preamble Recitals of this Intergovernmental Agreement ("Agreement") are hereby adopted and incorporated as if fully set forth herein.
- II. <u>Limitations.</u> This Agreement shall not limit or supersede any specified Grant Agreement funding requirements executed between the County and IDOT-OIPI.
- III. Representations and Compliance with the Intergovernmental Cooperation Act. The County and CUMTD hereby represent on their behalf as follows:
  - A. Each is a public agency as defined in 5 ILCS 220/2 (Intergovernmental Cooperation Act).

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- **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 CUMTD 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 CUMTD through a leasing agreement.
- V. <u>Powers, Rights, and Responsibilities of RPC.</u> The RPC shall provide transportation services oversight on behalf of the County by:
  - A. Facilitating the Champaign County Rural Transit Advisory Group ("RTAG"), a subcommittee of the County's Board as described in the adopted bylaws. In doing so, will ensure that the subcommittee is in compliance with the Illinois Open Meetings Act (5 ILCS 1201 et seq.);
  - **B.** Maintaining Champaign County copies of current CUMTD service operation and vehicle maintenance policies;
  - C. Collecting CUMTD 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-6b & OP-6c: Vehicle Use & Passengers
- 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

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- **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 CUMTD;
  - **ii.** Maintaining vehicle titles and tracking all corresponding liability insurances purchased by CUMTD 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 CUMTD 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 CUMTD within two weeks upon receipt of said grant funds.

### VI. CUMTD Responsibilities.

- **A.** To the extent it has the legal authority; CUMTD shall provide rural public transportation in the County of Champaign, Illinois.
- **B.** CUMTD 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.** CUMTD 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.** CUMTD 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
- **E.** CUMTD 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, CUMTD shall be responsible for all current and future applicable state, federal, and/or funding program rules, requirements, and regulations listed below in <a href="Section VIII.">Section VIII. Identification of Applicable Transportation Service Regulations</a>, 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, CUMTD 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, CUMTD shall establish a DBE plan as federally required and amend this Agreement accordingly.
- H. CUMTD, 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. CUMTD 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. CUMTD 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. CUMTD 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 CUMTD employ, promote or demote a family member of an existing CUMTD employee, CUMTD will notify Champaign County's PCOM before the hire or promotion.
- J. CUMTD 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.

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- i. Between July 1<sup>st</sup>, 2017 and June 30<sup>th</sup>, 2020 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. <u>Minimum Service Days & Hours.</u> Barring natural disasters, unsafe weather conditions, mutually agreed upon holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day), and unforeseen reduction of available fleet size; CUMTD 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 1<sup>st</sup>, 2017 and June 30<sup>th</sup>, 2020.
- B. <u>Service Reporting & Approval.</u> CUMTD 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, CUMTD 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 CUMTD and RPC will agree in writing about the changes to rural transportation services before CUMTD 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 CUMTD 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 CUMTD, and work with CUMTD to develop a strategy to access these other local funds. CUMTD will be responsible for providing all cost estimates associated with the development of any service contracts.
- ii. CUMTD 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, CUMTD 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 CUMTD 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, CUMTD 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 CUMTD a copy of all oversight administrative services performed as well as all documentation required by CUMTD Auditor. CUMTD shall quarterly prepare and submit to RPC the requisitions along with any other IDOT-OIPI and/or County required documentation. CUMTD shall ensure the eligibility of all expenditures within the prepared requisition. CUMTD 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 CUMTD has provided RPC with any documents requested by RPC.

- E. <u>Rolling Stock Lease Agreement</u>. CUMTD 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 CUMTD 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. <u>Vehicle Maintenance</u>. CUMTD shall provide for leased vehicle preventative and comprehensive maintenance in compliance with all federal, state, and/or funding program requirements by following IDOT-OIPI compliant vehicle maintenance plan and policies. CUMTD 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 FY2018 FY2020 Downstate Operating Assistance Program Grant Agreements and are reimbursed to CUMTD upon receipt of DOAP funds. CUMTD shall ensure compliance of vehicle maintenance as required under federal regulations and funding program requirements. CUMTD shall keep comprehensive maintenance records and have these records annually available for RPC oversight. Cost parameters for vehicle maintenance include:
  - i. CUMTD 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 FY2018 hourly rate for all services is \$42.85.
  - ii. CUMTD will charge the cost of any required parts at current pricing.
  - iii. The hourly rate for service will increase to \$43.92 in FY2019 and \$45.02 in FY2020. CUMTD will reconcile these rates to the audited actual rates each year, and increase or decrease the rate for the following fiscal year.
  - iv. CUMTD will fuel C-CARTS vehicles as requested. The cost per gallon will be calculated as a monthly average based on overall CUMTD fuel purchases.
  - v. CUMTD will wash, sweep, and empty the trash of each C-CARTS vehicle during the weekend. Each wash will be charged at \$3 a wash.
- H. <u>Vehicle Liability Insurance.</u> CUMTD shall maintain adequate liability insurance to operate the public services as specified by IDOT to be primary, and not excessive or contributory, and at minimum afford the following coverage levels:

Combined single limit \$1 million Medical Payments \$5,000

Hired and Non-Owned \$1 million

- VIII. <u>Identification of All Applicable Transportation Service Regulations.</u> The provision of rural public transportation services within the County of Champaign, Illinois is subject to the rules and regulations found in the following documents:
  - A. The United States Department of Transportation (USDOT) Federal Transit Administration (FTA) Master Agreement as published on FTA's website and authorized by the Federal Ledger;
  - **B.** 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
  - C. 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 1<sup>st</sup>, 2017 to June 30<sup>th</sup>, 2020. Upon written notice:
  - CUMTD 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 CUMTD'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 CUMTD 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 CUMTD 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 CUMTD shall be sent to:

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

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

**IN WITNESS WHERE OF,** the County has caused this Agreement to be executed by the Chair of the Champaign County Board and attested by the County Clerk pursuant to authority given by the Champaign County Board, and CUMTD has caused this Agreement to be executed by its Managing Director pursuant to authority given by its Board of Directors this <u>31st of May, 2017</u>.

COUNTY OF CHAMPAIGN	CHAMPAIGN URBANA MASS TRANSIT DISTRICT
By:	Ву:
C. Pius Weibel, Chair	Karl P. Gnadt, Managing Directo
Champaign County Board	CUMTD
Attest:	
By:	
Gordy Hulten,	
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").

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

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

FY2018 Audited Fully Allocated Cost Per Hour	Level of State Reimbursement	Local Share = Cost to Customer	Hourly Rate Charged to Customer
\$122.42	65%	35%	\$42.85
\$122.42	60%	40%	\$48.97
\$122.42	55%	45%	\$55.09

### Exhibit B

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

\$15.00/sf March 1, 2017 through June 30, 2018 or \$1034.38/month for office space; and

\$11,170 March 1,2017 through June 30, 2018 only or \$698.13/month for office furniture (inventory attached); and

\$5.00/sf March 1, 2017 through June 30, 2018 or \$666.67/month for interior parking for 8 service vehicles; and

\$3.00/sf March 1, 2017 through June 30, 2018 or \$300.00/month for exterior parking for 6 service vehicles.

Monthly rent total for March 1, 2017 through June 30, 2018 totals \$43,186.80 or \$2,699.18/month.

### ALL RENT PAYMENTS SHALL BE MADE PAYABE TO CUMTD AT:

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

# 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 ('CUMTD'), 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 Lessee, on the terms and conditions herein contained the following motor vehicles:

- 1) 2011-2012 Ford El Dorado E-450 Super Duty, 14 passenger medium duty bus, VIN 1FDFE4FS1BDB22613, commonly known as "C54"
- 2) <u>2011-2012 Ford El Dorado E-450 Super Duty, 14 passenger medium duty bus, VIN 1FDFE4FS2CDA19153, commonly known as "C56"</u>
- 3) 2012 Dodge Caravan/Gran, 6 passenger mini-van, VIN 2C4RDGCG7CR139811, commonly known as "C57"
- 4) 2012 Dodge Caravan/Gran, 6 passenger mini-van, VIN 2C4RDGCG9CR139812, commonly known as "C58"
- 5) 2014 Ford Starcraft Bus, 14 Passenger medium duty, VIN 1FDEE4FL9EDA86288, commonly known as "C59"
- 6) 2014 Ford Starcraft Bus, 14 passenger medium duty, VIN 1FDEE4FL0EDA86292, commonly known as "C60"
- 7) 2014 Ford Starcraft Bus, 14 passenger medium duty, VIN 1FDEE4FL3EDA86321, commonly known as "C61"
- 8) <u>2016 Ford Starcraft Bus, 14 Passenger medium duty, VIN 1FDFE4FS5GDC04206, commonly known as "C62"</u>
- 9) <u>2016 Ford Starcraft Bus, 14 Passenger medium duty, VIN 1FDFE4FS8GDC04247, commonly known as "C63"</u>
- 10) 2016 Ford Starcraft Bus, 14 Passenger medium duty, VIN 1FDFE4FS6GDC06479, commonly known as "C64"
- 11) 2016 Ford Starcraft Bus, 14 Passenger medium duty, VIN 1FDFE4FSXGDC04251, commonly known as "C65"
- 12) 2016 Ford Starcraft Bus, 14 Passenger medium duty, VIN 1FDFE4FS1GDC04252, commonly known as "C66"
- 13) 2016 Ford Starcraft Bus, 14 Passenger medium duty, VIN 1FDFE4FS8GDC04202, commonly known as "C67"
- 14) 2016 Ford Starcraft Bus, 14 Passenger medium duty, VIN 1FDFE4FSXGDC04248, commonly known as "C68"
- 15) 2017 Ford Starcraft Bus, 14 Passenger medium duty, VIN (to be determined), commonly known as "C70"

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

1) Contract No. 1089CVP State Grant No. CAP-10-942-CVP; Federal Grant No. IL-18-X027 (C54 and C56)

- 2) Contract No. 1089CVP State Grant No. CAP-04-879-CVP; Federal Grant No. IL-18-X026 (C57 and C58)
- 3) <u>Contract No. 1170CVP State Grant No. CAP-13-1020-CVP, IJN; Federal Grant No. IL-18-</u> X028 (C59, C60, and C61)
- 4) Contract No. 1385CVP State Grant No. CAP-13-1022-CVP; Federal Grant No. IL-18-X030 (C62)
- 5) Contract No. 4490-CVP State Grant No. CAP-13-1021-CVP (C63, C64, C65, C66, C67, and C68)
- 6) Contract No. TBD State Grant No. TBD; Federal Grant No. TBD (C70)

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 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 1<sup>st</sup>, 2017, and ending June 30<sup>th</sup>, 2020, 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 CUMTD is still the selected operator for the Champaign County rural public 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 CUMTD, the Lessee shall notify 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 CUMTD 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, nor 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 nor 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 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 (15<sup>th</sup>) 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 the 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 attorneys 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.

<u>Right of Each Party to Terminate:</u> 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 parties' 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 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 of 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 the 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 of 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. 4490CVP between IDOT and Lessor.
- (j) Lessee not abiding by the terms set forth in [Grant Number TBD] Contract No. [TBD] between IDOT and Lessor.
- (k) Lessee not abiding by the terms and conditions of the Federal Section 5311 Operating Assistance Program.
- (l) Lessee not abiding by the terms and conditions of the Illinois Downstate Operating Assistance Program.
- (m) 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 of 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 addresses 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 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.

### 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: C. Pius Weibel, Chair Champaign County Board	Date:	
Attest:	Date:	
LESSEE:		
Champaign Urbana Mass Transit District		
By: Karl P. Gnadt, Managing Director CUMTD	Date:	
Attest:	Date:	



To: Board of Trustees

From: Karl Gnadt, Managing Director

Date: May 31, 2017

Subject: FY2017 – FY2021 Financial Audit Services

**A.** Introduction – The District issued an RFP for auditing services on April 17, 2017 and opened the proposals on May 8, 2017. The term for the auditing services is for FY2017 – FY2-2019, with an optional two years (FY2020 - FY2021).

- **B.** Recommended Action: The evaluation committee that consisted of Brenda Eilbracht, Chief Administrative Officer; Jolene Gensler, Comptroller; Amber McCoy, Assistant Comptroller; Andrew Johnson, Chief Operating Officer; and Jane Sullivan, Grant Manager/Sustainability Planner evaluated each proposal that the District received. They recommended awarding the agreement to Martin, Hood, Friese & Associates for a first year amount of \$28,500.00. Therefore, staff asks the Board to authorize the Managing Director to execute the agreement with Martin, Hood, Friese & Associates.
- **C. Prior Trustee Action:** In May of 2012 the Board authorized the Managing Director to enter into an agreement with CliftonLarsonAllen. CliftonLarsonAllen did not submit a proposal this time.
- **D.** Summary: The evaluation committee looked at three primary criteria to evaluate the proposals: 1) Qualification & Experience, 2) Scope of Work, and 3) Cost. Baker Tilly received an overall score of 83.08 and Martin, Hood, Friese & Associates received 92.44.

From: <u>Jolene Gensler</u>
To: <u>Karl Gnadt</u>

Subject: Audit Firm Recommendation

Date: Tuesday, May 23, 2017 11:03:17 AM

Hi Karl.

Based upon the evaluation results for the Financial Audit Services RFP, shown below, the evaluation team is recommending that the District award Martin, Hood, Friese & Associates the financial audit services contract for FY17, FY18 & FY19 with two (2) one (1) year extension options for FY20 & FY21.

		Baker '	Tilly			Martin, Ho	od, Friese	
	Qualification & Experience of Audit Firm	Scope of Work	Cost Proposal Evaluation	Total	Qualification & Experience of Audit Firm	Scope of Work	Cost Proposal Evaluation	Total
Maximum Points Available	40.00	40.00	20.00	100.00	40.00	40.00	20.00	100.00
Evaluation # 1	40.00	35.00	20.00	95.00	35.00	40.00	17.13	92.13
Evaluation # 2	35.00	30.00	20.00	85.00	38.00	40.00	17.13	95.13
Evaluation # 3	30.00	40.00	20.00	90.00	33.00	40.00	18.12	91.12
Evaluation # 4	32.29	20.00	20.00	72.29	38.57	36.00	17.13	91.70
Evaluation # 5	35.00	18.11	20.00	73.11	35.00	40.00	17.13	92.13

 Total Average

 Score
 83.08
 92.44

#### Jolene Gensler, CPA Comptroller

Champaign-Urbana Mass Transit District 1101 E. University Avenue Urbana, IL 61802 217.384.8188 217.384.8215 (fax) jgensler@cumtd.com www.cumtd.com



To: Board of Trustees

From: Karl Gnadt, Managing Director

Date: May 31, 2017

Subject: Purchase Agreement: 209 S. Water St.

- **A. Introduction** The purpose of this agreement is to purchase 209 S. Water Street, which is contiguous property to the long-term parking lot on the east side of the tracks at Illinois Terminal.
- B. Recommended Action: Staff recommends approval of the Purchase Agreement.
- **C. Prior Trustee Action:** In previous closed sessions, trustees have indicated an interest in purchasing said property.
- **D. Summary:** Controlling the property that is contiguous to our parking lot gives us freedom to determine the fate of the parcels and block. If we need additional parking, we can use the properties for that. If we think that the area is ripe enough for development, then we can exercise our right to develop the land or partner with someone else to develop the property. 209 S. Water St. is the final piece of property within the block bounded by the railroad tracks on the west, Chester St. on the north, Water St. on the east, and Logan St. on the south that the District does not currently own.
- **E.** Alternatives advantages/disadvantages: The alternative to approving the Purchase Agreement is to not approve it. This would mean that the District would lose the opportunity to control this final contiguous property. The advantage to us controlling all the properties within the aforementioned block is that we are not at the mercy of other entities or owners when deciding when or how to expand our Illinois Terminal operations and facility.
- **F. Community Input:** There has been no community input on this matter.
- **G. Budget & Staffing Impacts:** \$225,000 will be taken out of the capital reserve fund to pay for the purchase of these properties. It is anticipated that the auction (June 22, 2017) of the Bush Brothers Building at 64 E. Chester St. will bring in sufficient funds to reimburse the capital reserve fund. There will be no immediate discernable staffing impact.

#### **RESOLUTION NO. 2017-3**

# A RESOLUTION APPROVING A CONTRACT TO ACQUIRE 209 S. WATER STREET, CHAMPAIGN, ILLINOIS FROM MNM3 PROPERTIES, LLC, a/k/a Baribldgs, LLC a/k/a MICHELLE MCGOUGAN

**BE IT RESOLVED** by the Board of Trustees of the Champaign-Urbana Mass Transit District, as follows:

- 1. That the purchase of the property at 209 S. Water Street, Champaign, Illinois in the amount of \$225,000.00 from MNM3 Properties, LLC, a/k/a Baribldgs, LLC, a/k/a Michelle McGougan, is hereby approved.
- 2. That the Managing Director is authorized and directed to execute a contract between the Champaign-Urbana Mass Transit District and MNM3 Properties, LLC, a/k/a Baribldgs, LLC a/k/a Michelle McGougan, and all other documents necessary to effectuate the acquisition approved in Section 1 in substantially the same form as attached hereto.

This Resolution is hereby passed by the affirmative vote, the "Ayes" and "Nays" being called, of a majority of the members of the Board of Trustees of the Champaign-Urbana Mass Transit District at a duly called regular meeting of the said Board of Trustees on the 31<sup>st</sup> day of May, 2017.

"Ayes":	
"Nays":	
"Ahstained":	

			DISTRICT,
		BY:	Bradley Diel, Chair
APPROVE	D by the Board of Trustees of the 0	Champa	nign-Urbana Mass Transit District
this	_ day of	, 20	017.
			CHAMPAIGN-URBANA MASS TRANSIT DISTRICT,
		BY:	

CHAMPAIGN-URBANA MASS TRANSIT

Jack Waaler, Secretary

CONTRACT FOR SALE OF REAL ESTATE AND ADDITIONAL UNDERTAKINGS is the

(209 S. Water Street)

THIS AGREEMENT is made by and between the Champaign-Urbana Mass Transit

District, an Illinois municipal corporation ("Buyer"), and MNM3 PROPERTIES, LLC, a/ka/

Baribldgs, LLC a/k/a MICHELLE MCGOUGAN, ("Seller"), and is entered into on the date last signed by the parties.

### RECITALS:

The Seller is the Owner of Record of real estate having the common street address of 209 S. Water Street, Champaign, Illinois, referred to in this Agreement as the "Subject Property" or "the Property."

The Seller agrees to sell to the Buyer and the Buyer agrees to buy from the Seller the Subject Property according to the terms and conditions set forth in this Contract.

It is understood that said property is being purchased by the Buyer and sold by the Seller as a voluntary arms-length transaction but that Buyer would, if the parties had failed to reach agreement, exercise its power of Eminent Domain to acquire the property.

In consideration of the foregoing and the benefits accruing to the Buyer and the Seller by virtue of this Contract, the Buyer and the Seller hereby agree as follows:

<u>Section 1. Mutual Covenants</u>. The Seller agrees to sell and the Buyer agrees to purchase the Subject Property which is legally described as follows:

Lot 4 of a Subdivision of Lots 1 and 2 in Block 11 of the Railroad Addition to Urbana, now a part of the City of Champaign, as per plat recorded in Deed Record "U" at Page 548, in Champaign County, Illinois (PIN #42-20-12-488-012)

Commonly Known As: 209 S. Water Street, Champaign, Illinois together with all improvements, fixtures and appurtenances thereon.

Section 2. Purchase Price. Buyer agrees to pay to Seller the total sum of Two Hundred and Dollars (\$200,000 pp) for the purchase of the Subject Property. The purchase price,

adjusted by prorations, credits or hold backs allowed the parties by this Contract, shall be paid to Seller at closing in cash, by cashier's check, by check issued by the Buyer, or other form of payment acceptable to Seller.

Section 3. Possession and Closing. Seller shall deliver possession of the premises to Buyer concurrently with the closing of this transaction. The closing shall be held on or before May 1; 2017. The closing shall take place at Buyer's offices, or at such other place as the parties may agree. Seller shall deliver possession of the Tract, together with all improvements and appurtenances thereto, except as otherwise provided herein, to the Buyer upon closing, free and clear of any persons in possession, except persons in possession pursuant to the leases attached hereto between MNM3 PROPERTIES, LLC and ERIC CAIN AND BUDDY RITCHIE.

Possession shall be deemed delivered on the date of closing. This Contract shall constitute an assignment of the aforementioned leases and for the rights to rent and obligations therewith. Buyer shall receive credit for \$1,520 towards the purchase price in lieu of transferring the security deposit received by the Seller under the assigned leases.

Section 4. Deed of Conveyance. As soon as practicable, Seller shall execute a recordable Warranty Deed sufficient to convey the real estate to Buyer or its nominee, in fee simple absolute title, subject only to exceptions permitted herein, to be delivered to Buyer at the closing of this transaction upon Buyer's compliance with the terms of this Contract.

<u>Section 5. Condition of the Premises</u>. Buyer acknowledges that it has inspected the real estate and the improvements thereon, and Buyer is acquainted with the condition thereof and that it accepts the same as of the time the Buyer executed this Contract in "as is" condition, provided

however, Buyer represents that the electrical, plumbing, water, heating and air conditioning are in good working order in the building commonly known as 209 S. Water Street.

Prior to closing, buyer shall have the right to inspect the property at any reasonable time and to perform such tests as may be required in order to further inform itself of the condition of the Property.

Seller expressly warrants that Seller has received no notice from any city, village or other governmental authority of a pending reassessment or special assessment proceeding affecting the premises.

If inspection of the building at 209 S. Water Street reveals defects in the systems asserted by the Seller to be in good working order or hazardous materials (as defined in Section 11) including asbestos, the Seller shall either repair such defects or provide a credit at the closing for the good faith estimate by the Buyer of the cost of repair or removal of such defects.

Section 6. Keys and Documents. Seller shall provide keys to the premises for the premises and all parts thereof at or before the closing. Additionally, Seller shall provide any receipts, warranties or documentation of any work done on the premises at 209 S. Water for the time period beginning January 12, 2012 until the date of closing.

Section 7. Encumbrances. Seller warrants that no contract for the furnishing of any labor or material to the Subject Property or the improvements thereon and no security agreements or leases in respect to any goods or chattels that have been or are to become attached to the Subject Property or any improvements thereon as fixtures will, at the time of closing, be outstanding and not fully performed and satisfied, and further warrants that there are not and will not be at the time of closing any unrecorded leases or contracts relating to the Property, except as permitted in writing by the Buyer.

## Section 8. Taxes and Assessments.

- A. Real estate taxes apportioned up to the date of possession shall be the Seller's expense. The proration thereof shall be calculated upon the basis of the most current tax information, including confirmed multipliers.
- B. Special assessments which are a lien upon the real estate as of the date of this Contract shall be paid by the Seller at or before the closing.
- C. All such taxes and special assessments shall constitute a credit to Buyer against the purchase price, and shall release Seller from any further liability to Buyer in connection therewith.

Section 9. Stamp Tax and Real Estate Transfer Disclosure. Seller shall pay the amount of any stamp tax imposed by Illinois law or by the County in which the Property is located, each on the transfer of title and shall furnish a completed Real Estate Transfer Declaration signed by the applicable parties in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois and required by any other applicable governmental authority.

Section 10. Evidence of Title. Within a reasonable time, and at least fourteen (14) days prior to closing, Seller shall deliver to Buyer, as evidence of Seller's title, a commitment for title insurance issued by a title company regularly doing business in Champaign County, committing the company to issue a policy in the usual form insuring title to the real estate in the Buyer's name for the amount of the purchase price. Seller shall pay the cost of abstract entries for releases and other curative documents or entries regarding title insurance. Seller shall be responsible for payment of the Owner's premium and Seller's search charges.

Permissible exceptions to title shall include only the lien of general taxes not yet billed and special assessments; zoning laws and building ordinances; easements, covenants and

restrictions of record which do not restrict reasonable use of the real estate.

If title evidence discloses exceptions other than those permitted, Buyer shall give written notice of such exceptions to Seller within a reasonable time. Seller shall have a reasonable time, but in no event longer than fourteen (14) days without express written agreement by the Buyer, to have such title exceptions removed, or any such exception which may be removed by the payment of money may be cured by deduction from the purchase price at the time of closing. If Seller is unable to cure such exception, then Buyer shall have the option to terminate this Contract and recover reasonable attorneys fees related to the transaction, in addition to any other remedy allowed at law or equity, including specific performance.

## Section 11. Environmental Matters.

A. Seller warrants that it has not received any written claim, written complaint, written notice, or written request for information from any government authority alleging violation of or asserting any exceedance or a noncompliance with any Environmental Laws by it in relation to this Tract.

- B. Seller warrants that it has not received from any government authority:
  - 1. written complaint or written notice asserting potential liability;
  - 2. written request for information; or
  - 3. written request to investigate any site,

under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), or under any domestic state law comparable to CERCLA or any foreign law comparable to CERCLA, in each case.

C. To the knowledge of the Seller after due inquiry, there has not been any discharging, spilling, leaking, dumping, or burying of hazardous substances, as defined in CERCLA, or

disposal of Hazardous Wastes, as defined in RCRA, or of any other pollutant or contaminant that is likely to form the basis for any written claim by any government authority seeking to impose liability for remedial action under CERCLA or RCRA on these Tracts.

D. To the knowledge of Seller there are no underground storage tanks located on the property to be sold.

E. To the knowledge of Seller, there are no hazardous substances stored on the premises or asbestos.

Section 12. Default. If the Buyer fails to make any payment or to perform any obligation imposed upon it by this Contract, then Seller may serve written notice of default upon the party in default and if such default is not corrected within fourteen (14) days thereafter, this Contract shall terminate. In the event of Seller's failure to perform the obligations imposed upon it by this Contract, Buyer may terminate this Contract upon similar notice served upon Seller and similar expiration of the time period. The foregoing remedies in the event of a default are not intended to be exclusive and the parties shall have the right to all other lawful remedies, including Specific Performance.

Default by any party of this Contract shall entitle the non-defaulting party to damages, reasonable costs, attorney's fees and expenses incurred by reason of the breach of this Contract.

<u>Section 13. Notices</u>. Any notice required under the Contract to be served upon Seller or Buyer shall be effective when actually received or when mailed by certified mail to such parties

as follows:

Buyer

Champaign-Urbana Mass Transit District c/o Managing Director 1101 E. University Avenue Urbana, IL 61801 Seller

MNM3 Properties, LLC a/k/a Baribldgs, LLC a/k/a Michelle McGougan 1609 Park Haven Drive Champaign, IL 61820

AND

Champaign-Urbana Mass Transit District Co Corporate Counsel
Legal Department – City of Champaign
102 N. Neil Street
Champaign, IL 61820

Bodd & Maaturka 303 5 mouths the Ste 201

Champagn, PL 101821

Section 14. RESPA/TRA. Seller and Buyer hereby agree to make all disclosures and to sign all documents necessary to allow full compliance with the provisions of all state and federal laws including the Real Estate Settlement Procedures Act of 1974, as amended, and the Tax Reform Act of 1986.

Section 15. Binding Contract. This Contract shall constitute an irrevocable, binding offer to sell the Subject Property, all improvements, plantings and fixtures on the Parcel described in Section 1 to the Buyer upon the terms and conditions set forth in this Contract. The offer shall be irrevocable. The Buyer shall have until April 24, 2017 to accept this offer as evidenced by official action of the Champaign-Urbana Mass Transit District Board.

<u>Section 16. Vendor and Risk Provisions</u>. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract.

<u>Section 17. Seller's Representations</u>. All representations, agreements and warranties made in this Contract by the parties shall be deemed to be remade on the closing and shall survive the closing. This Contract shall not be canceled or merged on the closing.

Section 18. Entirety of Agreement. This Contract contains the entire agreement between the parties and no oral representation, warranty or covenant exists other than those herein set forth.

<u>Section 19. Warranties Survive Closing</u>. It is agreed by and between the parties hereto that the warranties and agreements herein contained shall survive the closing herein contemplated and shall not be merged in the deed given herein.

<u>Section 20. Time of the Essence</u>. The time for performance of the obligations of the parties is of the essence of this Contract.

<u>Section 21. Real Estate Fees</u>. Seller acknowledges that the Seller is responsible for all claims for real estate fees from this transaction.

<u>Section 22. Counterparts, Facsimile and Electronic Signatures</u>. This Contract may be executed in one or more counterparts, each of which shall constitute an original Contract, but all of which together shall constitute one and the same instrument. A facsimile or electronic signature will have the same effect as an original signature.

<u>Section 23. Assignment</u>. Except as hereinafter set forth, this Contract may not be assigned by the parties without the other's prior written consent, not to be unreasonably withheld, conditioned or delayed.

<u>Section 24. Amendment</u>. This Contract may not be modified or amended unless such amendment is set forth in writing and executed by both Seller and Buyer.

<u>Section 25. Waiver</u>. No term or provision hereof shall be deemed waived and no performance shall be excused hereunder unless prior waiver or consent shall be given in writing signed by the party against whom it is sought to be enforced. Any waiver of any default by either party shall not constitute a waiver of the same or different default on a separate occasion.

Section 26. Governing Law. This Contract shall be governed by and construed in

accordance with the laws of the State of Illinois.	
MNM3 PROPERTIES, LLC a/k/a BARIBLDGS, LLC a/k/a MICHELLE MCGOUGAN, Seller	CHAMPAIGN-URBANA MASS TRANSIT DISTRICT, Buyer
By: Mchill De	Ву:
Its: Memples	Managing Director
APPROVED AS TO FORM:	APPROVED AS TO FORM:
Attorney for Seller	Corporate Counsel
McGougan and personally known to me to be the foregoing instrument, appeared before me this day signed, sealed and delivered the said instrument a and voluntary act of MNM3 Properties, LLC a/k/a for the uses and purposes therein set forth, including	C a/k/a Baribldgs, LLC a/k/a Michelle same person whose name is subscribed to the y in person and acknowledged that he/she s his/her free and voluntary act, and as the free a Baribldgs, LLC a/k/a Michelle McGougan, and the waiver of the right of homestead.

STATE OF ILLINOIS	)			
COUNTY OF CHAMPAIGN	) ss.			
	, 			
I, the undersigned Notary DO HEREBY CERTIFY that	Public, in and for t	he County of Chan	npaign, State of III	linois, Ionacina
Director of the Champaign-Urba	na Mass Transit Dis	trict, and personal	v known to me to	ianaging be the
person whose name is subscribed	I to the foregoing in	strument, appeared	before me this da	ıy in
person and acknowledged that he	signed, sealed and	delivered said inst	rument as his free	and
voluntary act and as the free and for the uses and purposes therein	set forth, and that h	u Cnampaign-Oroa e was duly authori	ma Mass Transit L zed to execute the	District,
by the Board of Directors of the				Bullio
Given under my hand and	Notarial seal this _	day of	, 20	·
	,	Natara Dalila		
		Notary Public		

PREPARED BY:

Champaign-Urbana Mass Transit District Corporate Counsel 102 North Neil Street Champaign, IL 61820 (217) 403-8765

J:\Leg\Word\Mtd\209 S. Water\Contract For Purchase Of 209 South Water.Doex



To: Board of Trustees

From: Jane Sullivan, Grant Manager/Sustainability Planner

Date: May 31, 2017

Subject: Rejection of Bids for Illinois Terminal Boiler Replacement

A. Introduction – The District is utilizing Debt Service funds from the Downstate Operating Assistance Program to replace seventeen-year-old boilers at Illinois Terminal. The existing boilers are failing, and installation of new high efficiency condensing boilers will improve overall building performance and reduce the building's gas usage. The Illinois Department of Transportation (IDOT) rejected the District's request to award a contract to Reliable Plumbing & Heating because of failure to fulfill the DBE requirement.

- **B. Recommended Action**: Staff recommends that the Board reject the bids and authorize the Managing Director to re-let bids and enter into a contract with the lowest responsive, responsible bidder.
- **C. Prior Trustee Action:** On March 28, 2017, the Board authorized the Managing Director to enter into a contract with Reliable Plumbing & Heating Company in the amount of \$132,984, pending IDOT concurrence.
- **D. Summary:** Staff will revise and reissue the Invitation to Bid following Board action. The technical specifications will remain the same.
- **E. Background:** On February 23, 2017, the District opened bids for the Illinois Terminal Boiler Replacement Project. Upon review by District staff and Legal Counsel, the bid submitted by Reliable Plumbing & Heating was determined to be the lowest responsive and responsible bid. Reliable Plumbing & Heating did not meet the DBE goal for the project but did include good faith efforts. A request was submitted to the Illinois Department of Transportation (IDOT) for concurrence on this contract award.

On April 19, 2017 IDOT sent a letter to the District's attorney indicating Reliable Plumbing & Heating did not meet the threshold to warrant a good faith effort waiver for the DBE requirement. IDOT offered the following options:

- 1) Provide IDOT with any additional information about the good faith efforts made by Reliable Plumbing & Heating and permit IDOT to make a complete, final determination about whether Reliable satisfied the requirements for a goal waiver.
- 2) Award the contract to one of the bidders that properly complied with the DBE program regulations through a proposed DBE firm subcontractor participant.
- 3) Re-let the procurement with clarification regarding bidder compliance with DBE regulations.

The District began with pursuing Option #1, allowing Reliable Plumbing & Heating to submit additional information about their good faith efforts. Reliable submitted additional information, which was provided to IDOT for review on April 27, 2017. On May 2, 2017 IDOT provided a response, indicating that they will not accept the additional information as adequate and therefore will not approve an award to Reliable Plumbing & Heating Company.

The District then pursued Option #2. The next lowest bidder submitted a bid that is 33 percent (\$43,916) higher than the bid submitted by Reliable Plumbing & Heating. The District does not feel that it is

responsible to accept this bid because of the significantly higher cost. We are now faced with Option #3, to re-let the procurement with clarification regarding bidder compliance with DBE regulations.

- **F.** Alternatives advantages/disadvantages: Rejection of the bids received on February 23, 2017 will allow the District to reissue the Invitation to Bid and award a contract to the lowest responsive, responsible bidder.
- **G. Budget & Staffing Impacts:** This project will be funded with 65% state funds through the Illinois Downstate Operating Assistance Program (DOAP) and 35% local funds.

## **BID TABULATION**

Project: Illinois Terminal Boiler Replacement

Architect/Engineer: GHR Engineers and Associated, Inc.

Bid Opening: February 23, 2017 2:00 PM Independent Cost Estimate: \$170,200

Bidder	Addendum 1	Addendum 2	Base Bid Amount	Performance Bond	IDOT Requirements	DBE
Mechanical Inc.	<b>√</b>	✓	\$129,970	✓	X	No paperwork provided
Reliable Plumbing & Heating Company	✓	✓	\$132,984	1	<b>✓</b>	0% DBE participation Good Faith Efforts included
A&R Mechanical	✓	✓	\$176,900	<b>√</b>	✓	9.25% DBE participation
Davis-Houk Mechanical, Inc.	✓	✓	\$192,000	1	<b>√</b>	5% DBE participation
EL Pruitt	✓	✓	\$197,500	✓	✓	4.15% DBE participation

Signature of authorized official of the Champaign-Urbana Mass Transit District:

Jane Sullivan, Grant Manager

Date

April 19, 2017

APR 2 4 2017 LEGAL DEPT

Ms. Jennifer L. Gover Bannon Assistant Attorney for the CUMTD Legal Department 102 N. Neil St. Champaign, Illinois 61520 legaldepartment@champaignil.gov

### CERTIFIED-RETURN RECIEPT REQUESTED

Re: Contract for Terminal Boiler Replacement, CU-MTD No. 16-04

Dear Ms. Gover Bannon:

This letter responds to your March 15, 2017 letter to Mr. George Vartzikos, Project Manager for the Office of Intermodal Project Implementation ("OIPI") at the Illinois Department of Transportation ("IDOT"). In your letter, you stated that the Champaign-Urbana Mass Transit District ("CUMTD") would be awarding the above-referenced contract to Reliable Mechanical, Inc., because, in your opinion, it had fulfilled the criteria for a waiver of meeting the Disadvantaged Business Enterprise ("DBE") 4.63% subcontracting requirement included on said contract.

Over the past few weeks, CUMTD staff have communicated with OIPI staff at IDOT about the responsiveness and legal sufficiency of the Reliable Mechanical, Inc. bid. Whether a prime contractor may receive a waiver of a DBE goal requirement on a contract is addressed in the federal DBE program regulations outlined in Title 49, Part 26 of the Code of Federal Regulations. Specifically, Appendix A of Part 26 outlines the criteria to determine whether the actions of a bidder have constituted a good faith effort and warrant a DBE goal waiver.

After a review of your March 15, 2017 letter and consideration of the information provided by your CUMTD staff, IDOT has determined that, given the information available, Reliable Mechanical has not met the threshold to warrant a good faith effort waiver. At this time, IDOT would consider the award of the contract to Reliable Mechanical a breach the FY2017 Grant Agreement between CUMTD and IDOT entered into on October 19, 2016 due to CUMTD's violation the provisions of Appendix A of 49 CFR 26. A copy of the agreement is included with this letter for your reference, and, among other

Ms. Jennifer L. Gover Bannon April 19, 2017 Page Two

obligations, requires that CUMTD seek written concurrence from IDOT prior to awarding the contract for CU-MTD 16-04 (See, <u>Grant Agreement No. 4722 between the State of Illinois and CUMTD</u>, Part III (E), Eligible Expenses and <u>Public Transportation Capital Improvement Grants Manual</u>, Part III, pg. 20 (1982)). Accordingly, in order to remedy this situation, IDOT would invite CUMTD to take one of the following actions:

- Provide IDOT with any additional information about the good faith efforts made by Reliable Mechanical and permit it to make a complete, final determination about whether Reliable Mechanical satisfied the requirements for a goal waiver.
- Award the contract to one of the bidders that properly complied with the DBE program regulations through a proposed DBE firm subcontractor participant.
- Re-let the procurement with clarification regarding bidder compliance with DBE regulations.

Again, IDOT will consider proceeding with an award of the contract to Reliable Mechanical, without any of the remedial action outlined above, as a material breach of the Grant Agreement. A breach may result in IDOT withholding or seeking reimbursement of the up to 65% funding assistance provided to CUMTD on this contract. Please feel free to contact my office should you decide to seek a good faith effort review by IDOT.

Sincerely

Pam R. Simon, Director

Office of Business and Workforce Diversity

## Reliable Plumbing and Heating Company

1411 Interstate Drive PO Box 8098

Champaign, Illinois 61826-8098 Telephone: 217-356-1841

Fax: 217-356-7655

website: www.reliable-mechanical.com

\* Plumbing

\* Heating

\* Air Conditioning

\* Ventilation

\* Sheet Metal

\* Refrigeration

Mechanical Contractors Since 1902

April 26, 2017

Ms. Jane Sullivan
Grant Manager/Sustainability Planner
Champaign-Urbana Mass Transit District
1101 East University Avenue
Urbana, Illinois 61802

Re: DBE Participation

Champaign Urbana Mass Transit District Illinois Terminal Boiler Replacement Project

45 East University Avenue

Champaign, Illinois

Dear Ms. Sullivan:

Our office is in receipt of your April 26, 2017, email to John Meerdink of GHR Engineers, regarding the DBE participation waiver requested by our company for the above referenced project. With your email, there was a letter from the Illinois Department of Transportation (IDOT), regarding the DBE participation requirement and information to obtain grant money for this project.

I spoke to you via telephone prior to the bid date, regarding the DBE requirement and procedure for requesting the DBE participation requirement being waived. You instructed me to include a narrative letter with our company's bid proposal, detailing the reason for requesting a waiver and providing details of how our company's "good faith effort" was completed.

Our company downloaded a list of IDOT approved DBE companies, from the website. (attached exhibit A) A fax transmittal was sent to the companies asking for material/equipment quotations applicable to this project. (attached exhibit B) Our company received no responses. Therefore, a waiver was requested with the narrative letter being included with our company's bid proposal. (attached exhibit C)

Our company is able to fulfill the DBE requirement, utilizing minority business enterprise (MBE) and/or female business enterprise (FBE) that are approved by the State of Illinois Central Management Services (CMS). If an MBE and/or FBE approved by CMS can be utilized to fulfill the DBE requirement, please notify our office and I can provide the name of the company that our company can utilize.

If IDOT and/or the Champaign Urbana Mass Transit District can provide our company with an IDOT approved DBE that can provide materials/equipment/services and a proposal for this project, our company would be agreeable to contact the DBE(s) in an attempt to retain a quotation applicable to this project.

In an attempt to properly respond to the April 19, 2017, letter from the Illinois Department of Transportation, and your April 26, 2017, email to John Meerdink, we ask that this letter and attached exhibits be utilized to satisfy the IDOT goal waiver requirement.

Page 2
April 26, 2017
Ms. Jane Sullivan
Grant Manager/Sustainability Planner
Champaign-Urbana Mass Transit District
1101 East University Avenue
Urbana, Illinois 61802

Re: DBE Participation

Champaign Urbana Mass Transit District Illinois Terminal Boiler Replacement Project

45 East University Avenue

Champaign, Illinois

We appreciate the opportunity to address and reply to your email, with the result being the awarding of this project contract to our company. If you have any questions, please contact myself, or Mike Meislahn at your convenience.

Sincerely,

Jeff Clasey Vice Presidentg

attachments:

exhibit A exhibit B

exhibit C

April 26, 2017 email April 19, 2017 IDOT letter

cc: John Meerdink, GHR Engineers

Mike Meislahn, President, Reliable Plumbing and Heating Company

file

			GLASS, GLAZING			
MBE	HAROLD GAUTHIER	GAUTHIER GLASS	GLASS, WINDOWS, GLAZING	HAROLDGAUTHIER@GAUTHIERGLASS.COM	312-371-9097	312-276-4548
MBE	MARLA WILLIAMS	GLASS DEPOT INC.	GLASS, WINDOWS, GLAZING	GLASSDEPOT-SALES@SBCGLOBAL NET	219-949-1705	219-949-1706
FBE	RENE SLAYDEN	BETHALTO GLASS INC.	GLASS, WINDOWS, GLAZING	RENESLAYDEN40@AOL.COM	618-377-3974	618-377-3970
			LANDSCAPING			
FBE	DEBBIE HEINZ	PRAIRIE RESTORATIONS INC	LANDSCAPING	DEB@PRILANDSCAPE_COM	217-598-2407	314-535-4206
MBE	DEXTER DAVIS	BUDDY'S GROUNDS & MAINTENANCE	LANDSCAPING	DEXTERDAVIS2@AOLCOM	309-824-9211	773-375-4765
			8.66.000.100.4			
MBE	PAUL MORENO	MILLENNIA PROFESSIONAL SERVICES	MASONRY MASONRY	DATODERIO MATOR III COMA	309-321-8141	309-321-8142
11100	TAGE MORENG	INICELINIA PROFESSIONAL SERVICES	MAGNIKI, CONCRETE	PMORENO@MPS-IL.COM	303-321-8141	303-321-8142
			PAINTING, DRYWALL, DRAPERIES, WALLPAPER			
FBE	TRACIE FOLTZ	TRACIE'S PAINTING	PAINTING, TAPING, PLASTER, WALLPAPER	TRACIE77@MCHSI.COM	217-202-7062	NI
MBE	BRUCE HOPGOOD	HOPGOOD PAINTING	INTERIOR AND EXTERIOR PAINTING	HOPGOODPAINTING@OUTLOOK.COM	309-826-4981	NI
MBE	FERRELL J ROBINSON	FJ ROBINSON	INTERIOR AND EXTERIOR PAINTING	FJROB1000@AOL.COM	678-478-7715	Nt
FMB	VICKY RIDGE	RIDGE PAINTING	INTERIOR AND EXTERIOR PAINTING	RIDGE.PAINTING@YAHOO.COM	309-966-3075	309-966-0348
MBE	LARRY ADAMS	LARRY ADAMS PAINTING	INTERIOR AND EXTERIOR PAINTING	ADAMSPAINTINGLA@SBCGLOBAL.NET	618-628-1860	309-321-8142
MBE	PROCESSES CREEKAAN IN	D. L. EDETLAND COLUDANY	PLUMBING, HEATING, MECHANICAL, TEMP CONTROL			
	PRENTICE FREEMAN, JR	P.L. FREEMAN COMPANY	PLUMBING SERVICES, MECHANICAL SERVICES, HEATING SERVICES	PRENTICEJR@PLFREEMAN.COM	262-784-6860	262-784-6868
MBE	ANTHONY SINOPLE	APPLIED CONTROLS & CONTRACTING	ENERGY CONTROLS, TEMPERATURE CONTROLS, METERS, METERIN		708-596-7400	708-597-1020
MBE	HAROLD HARVEY	A & H MECHANICAL	PIPING, STEAMFITTERS, BOILERMAKERS, BOILERS, AIR CONDITIONIN		773-933-2400	773-933-2424
MBE	ARTHUR MILLER	MZI BUILDING & SERVICES	PIPEFITTERS, MECHANICAL SERVICES, ELECTRICAL SERVICES	AMILLER@MZIGROUP.COM	312-492-8740	312-492-8741
FMB	VIRGINIA REYES	TOLTEC PLUMBING CONTRACTORS	PLUMBING, PIPING, PIPE MAINTENANCE	VLREYES99@GMAIL.COM	773-521-8790	773-521-8792
MBE	VIRGIL ANDERSON	VARIO MECHANICAL, LLC	MECHANICAL PIPING CONTRACTOR	VANDERSON@VARIOMECHANCIAL.COM	630-834-4600	630-833-1737
FBE	SUSAN NELSON	AUTUMN MECHANICAL	PIPEFITTERS, HEATING, A/C TEMP CONTROL	SUSAN.NELSON@AUTUMNCONSTRUCTION.COM	<u>N</u> 630-588-9585	630-588 <del>-9</del> 586
			ROOFING			
FBE	BRENDA BOCIAN	COOK FASSER INC.	ROOFING	COOKFASSER@YAHOO.COM	309-682-1600	309-682-1667
FBE	KERRY KELLER	CAD CONSTRUCTION INC	ROOFING	CADCONSTRUCTION@FRONTIER.COM	309-925-2092	309-925-2091
MBE	PRAVIN PAUL SHAH	ANDERSON & SHAH ROOFING INC	ROOFING, WATERPROOFING, WEATHERPROOFING	OFFICE@ANDERSONSHAH.COM	815-741-0909	815-741-3565
FBE	DANA OLSON	RIS CONSTRUCTORS INC	ROOFING	DANA@RISCONSTRUCTORS.COM	309-691-5611	309-691-5611
MBE	DARRELL REYNOLDS	NEW BEGINNINGS CONTRACTORS	ROOFING, GENERAL CONTRACTING, CARPENTRY	NEWBEGINNINGS01@LIVE.COM	217-519-4452	NI
			SUPPLIES, SUPPLIERS			
MBE	STEPHEN BROCK	SUPPLIED INDUSTRIAL SOLUTIONS	CONSTRUCTION MATLS, PLUMBING, HEATING, VENT SUPPLIES	SBROCK@SUPPLIEDINDUSTRIAL.COM	618-452-8151	618-257-8013
FMB	EDNA BAILEY	E.E. BAILEY BLDG MATLS & SUPPLIES	CONSTRUCTION MATLS, PLUMBING, HEATING, VENT SUPPLIES	ABAILEY@EEBAILEY,ORG	773-264-9425	773-264-9647
FBE	MARSHA NORRIS	MLN ENTERPRISE	CONSTRUCTION MATLS, PLUMBING, HEATING, VENT SUPPLIES	MUNENTERPRISE@GMAIL.COM	217-787-1443	217-787-6160
FBE	PHYLLIS FAVERO	CENTRAL ILLINOIS HSS INC	CONSTRUCTION MATLS, PLUMBING, HEATING, VENT SUPPLIES	P.FAVERO@COMCAST.NET	217-398-9808	217-398-9808
FBE	JULIE HERMANN	JRH ENTERPRISES	CONSTRUCTION MATLS, PLUMBING, HEATING, VENT SUPPLIES	JULIE@JRHINC.BIZ	618-236-9500	61B-236-9578
FBE	ADRIENNE RUSS	EVERY BLOOMIN INDUSTRIAL SUPPLY	CONSTRUCTION MATLS, PLUMBING, HEATING, VENT SUPPLIES	EBIS2@SBCGLOBALNET	773-227-1144	773-227-1188
FBE	DONNA GRUENBERG	RAE PRODUCTS & CHEMICALS	CONSTRUCTION MATLS, PLUMBING, HEATING, VENT SUPPLIES	RAEPRODUCTS@AOL.COM	708-396-1984	708-396-2332
FBE	GINA MUDGE	TARGET SUPPLY CORPORATION	CONSTRUCTION MATLS, PLUMBING, HEATING, VENT SUPPLIES	TARGETSUPPLYCORP@GMAIL.COM	815-220-1005	815-220-1005
FBE	DONNA MAUZEY	ILLINI SUPPLY	CONSTRUCTION MATLS, FURNITURE	DONNA.MAUZEY@ILLINISUPPLY.COM	800-252-3370	217-877-6551
FMB	TERESA SCHALTENBRAND	AVIAN INC	CONSTRUCTION MATLS, PLUMBING, HEATING, VENT SUPPLIES	TERESA@AVIANINC.BIZ	618-236-9500	618-236-9578

Exh.b. TA

BEP DESIGNATION	INDIVIDUAL NAME	COMPANY NAME	TYPE(S) OF WORK	E-MAIL ADDRESS	COMPANY PHONE	COMPANY FAX #
MBE	JOE THORNTON	THORNTON-RAVE CONSTRUCTION	CONCRETE, CONCRETE-RELATED CONCRETE, EXCAVATION, STEEL FABRICATION, PRECAST PIPE	THORNTONRAVEO1@GMAIL.COM	309-585-2376	309-585-2472
MBE	PATRICK THOMPSON	VEYA, INC.	CONCRETE, EXCAVATION, STORM SEWER	PATRICK@VEYAINC.COM	217-621-7293	217-607-1500
MBE	CHARLES CURRIE	CCG CONSTRUCTION CO LLC	CONCRETE, ROOFING	CCGCONSTRUCTION@YAHOO.COM	217-519-2625	217-877-1100
FBE	MARY WILSON	MICHEL CONCRETE CONSTRUCTION	CONCRETE	MARY@MICHELCONCRETE.COM	217-698-9800	309-683-3076
MBE	EDWARD TAIWO	TABITHA VENTURES	CONCRETE	INFORMATION@TABITHAINC.COM	309-692-1473	217-877-1100
MBE	JODY THOMPSON	ACCUGAGE CONSTRUCTION LLC	CONCRETE FINISHING, GENERAL CONTRACTING	JTHOMPSON@ACCUGAGECONSTRUCTION.COM		217-793-3562
MBE	STEFAN CRIDER	S CRIDER CONSTRUCTION & SUPPLY	CONCRETE FINISHING, REBAR, DRYWALL, METALS, MATERIALS	SCRIDERCONSTRUCTION@YAHOO.COM	217-222-8330	217-222-7403
FBE	KELLY WILHELM	K & A REBAR, INC	CONCRETE FOUNDATION, REBAR, STAIRWELLS, HANDRAILS	KA REBAR INC@YAHOO.COM	217-578-3880	217-578-3880
			DEMOLITION			
MBE	PATRICK THOMPSON	VEYA, INC.	SELECTIVE DEMOLITION	PATRICK@VEYAINC.COM	217-621-7293	217-607-1500
MBE	OSCAR BAEZA	MIDWEST REM ENTERPRISES	DEMOLITION, EXCAVATION	OBAEZA@MIDWESTREM.COM	708-345-8099	708-345-8196
MBE	RASHEED BONDS	DYNAMIC WRECKING & EXCAVATION	DEMOLITION, EXCAVATION	DYNAMICWRECKING@AOL.COM	708-339-7633	708-333-2973
			ELECTRICAL, ELECTRICAL SUPPLIES			
MBE	WILBER STUART II	CENTREX ELECTRICAL SUPPLY CORP	ELECTRICAL SUPPLIES, LIGHT FIXTURES, LAMPS, ETC	DANAS@CENTREXELECTRIC.COM	314-535-3900 X12	314-535-4206
FBE	COLLEEN KRAMER	EVERGREEN SUPPLY CO INC	ELECTRICAL SUPPLIES, LIGHT FIXTURES, LAMPS, ETC	CKRAMER@EVERGREENSUPPLY.COM	773-375-4750	773-375-4765
FBE	JENNIFER BIAS	FICEK ELECTRIC & COMMUNICATION	ELECTRICAL SUPPLIES, LIGHT FIXTURES, LAMPS, ETC	JBIAS@FICEKELECTRIC.COM	815-223-2775	815-224-5097
MBE	CARL TUTT, JR	INTEGRATED LIGHTING TECHNOLOGY	ELECTRICAL SUPPLIES, LIGHT FIXTURES, LAMPS, ETC	CARL@IGT2030.COM	630-750-3786	815-609-1496
MBE	RODNEY THOMPSON	EXPRESS ELECTRIC SUPPLY	ELECTRICAL SUPPLIES, LIGHT FIXTURES, LAMPS, ETC	EXPRESSELECTRIC.THOMPSON@COMCAST.NET	708-478-5330	708-478-5331
FBE	CARA POTTER GORDON	GORDON ELECTRIC SUPPLY INC	ELECTRICAL SUPPLIES, LIGHT FIXTURES, LAMPS, ETC	CPOTTER@GORDONELEC.COM	815-936-4700	815-932-7484
MBE	SIM DAWSON	CODE ENGINEERING	ELECTRICAL CONTRACTING, LOW VOLTAGE WIRING	CODE.SIM@COMCAST.NET	630-953-8586	630-728-5314 (CELL
			EXCAVATION			
MBE	JAMIE POWELL	JP EXCAVATING & TRUCKING	EXCAVATION, BULK MATERIALS HAULING, TRUCKING	JAMIEJPINC@ATT.NET	217-304-5431	217-446-1644
MBE	RASHEED BONDS	DYNAMIC WRECKING & EXCAVATION	DEMOLITION, EXCAVATION	DYNAMICWRECKING@AOLCOM	708-339-7633	708-333-2973
				<u></u>	100 000 1000	
			ELEVATORS			
MBE	KENNETH MASON	PROFESSIONAL ELEVATOR SERVICES	ELEVATOR SERVICES	KENNETH@PROELEVATOR.COM	312-842-6715	312-842-4450
FBE	BETH CUNNINGHAM	BCE SPECIALTIES INC	ELEVATOR SERVICES —	BCUNNING@BCESPECIALTIES.COM	817-829-6944	817-488-9158
MBE	JEROME SALTER	TECHNICAL WORLD INDUSTRIAL INC	ELEVATOR SERVICES	JEROME@TECHWORLDINDUSTRIAL.COM	866-238-9595	630-812-1823
MBE	GERARD RANGEL	MUNICIPAL ELEVATOR SERVICE, INC	ELEVATOR SERVICES	MUNICIPALELEVATOR2000@YAHOO.COM	773-777-8355	773-777-8357
MBW	SHUKARULLAH MALIK	PASCAL ELEVATOR SERVICES	ELEVATOR SERVICES	PASCALELEVATOR@YAHOO.COM	708-890-9792	708-788-5979
FBE	SUZY MARTIN	SMART ELEVATORS dba SMART CONTRA	C ELEVATOR SERVICES	SMARTIN@SMARTELEVATORS.COM	630-544-9829	630-369-7430
			ENVIRONMENTAL			
MBE	JEROME BROWN	SB ENTERPRISES. INC.	ENVIRONMENTAL REMEDIATION AND ABATEMENT	JBROWN@SBENTING.COM	773-221-7221	773-221-7272
	SAMPA DAS OSTREM	DAS CONSULTING SERVICES	ENVIRONMENTAL REMEDIATION AND ABATEMENT	SOSTREM@DAS-CS.COM	217-793-9246	217-793-9246
	PAUL FREEMAN	FREEMAN ENVIRONMENTAL SERVICES	ENVIRONMENTAL REMEDIATION AND ABATEMENT	FECS@MIDWEST,NET	618-988-1515	618-988-6699
	CINDY DAVIS	CSD ENVIRONMENTAL SYS	ENVIRONMENTAL REMEDIATION AND ABATEMENT	JTRUESDALE@CSDENVIRO.COM	217-522-4085	217-522-4087
FBE	AMY WILLIAMS	RELIABLE ENVIRONMENTAL SOLUTIONS	ENVIRONMENTAL REMEDIATION AND ABATEMENT	AMY, WILLIAMS@RELIABLEENV, COM	217-787-9800	217-787-9801
	KYLA LAWSON	NES INCORPORATED	ENVIRONMENTAL REMEDIATION AND ABATEMENT	KLAWSON@NESINCORP.COM	708-478-5497	708-478-5801
				nestigenes in equipment of the control of the contr	700 470 3437	100 470 2002
			FLOORING			
FBE	MARCISMITH	PRECISION FLOOR & TILE INC	FLOORING	MSMITH@PRECISIONFLOOR.NET	217-328-2557	217-239-5028
			GENERAL CONTRACTING			
MBE	DARRELL REYNOLDS	NEW BEGINNINGS CONTRACTORS	GENERAL CONTRACTING, CARPENTRY, ROOFING	NEWBEGINNINGS01@LIVE.COM	217-519-4452	NI
MBE	BILL BAILEY	DAVIS & ASSOCIATES INC	GENERAL CONTRACTING			217-787-6160
FBE	PATRICIA WILLIAMS	PRECISION BUILDERS & ASSOCIATES	GENERAL CONTRACTING		// / / / / / / / / / / / / / / / / / /	217-398-9808
MBE	JODY THOMPSON	ACCUGAGE CONSTRUCTION LLC	GENERAL CONTRACTING, CONCRETE FINISHING	JTHOMPSON@ACCUGAGECONSTRUCTION.COM		217-793-3562
MBE	FERRELL J ROBINSON	FJ ROBINSON	GENERAL CONTRACTING			MI =
				700 10 10 10 10 10 10 10 10 10 10 10 10 1		··· /

			STEEL CONSTRUCTION MATERIALS			
MBE	RICH TORRES	MBE CONSTRUCTION SERVICES	STEEL PLATES, STEEL RODS, STEEL STUDS, STEEL CONSTR MATLS	RICHT@RTMATERIALS.COM	312-810-8808	773-342-1906
MBE	MAX SCHMIDT	SCHMIDT STEEL INC	STEEL PLATES, STEEL RODS, STEEL STUDS, STEEL CONSTR MATLS	MAXSSI@LIVE.COM	630-460-3523	630-549-6477
MBE	ROLANDO VILLEGAS	EXPERT SUPPLIERS INC	STEEL PLATES, STEEL RODS, STEEL STUDS, STEEL CONSTR MATLS	ROLANDO, VILLEGAS 15 @GMAIL.COM	708-374-0057	708-357-9405
FBE	DONNA HERPICH	GREAT LAKES METALS CORP	STEEL PLATES, STEEL RODS, STEEL STUDS, STEEL CONSTR MATLS	DHERPICH@GREATLAKESMETALS.COM	708-430-0500	708-430-0505
FBE	MARGARET HANLEY	A. LUCAS AND SONS STEEL	STEEL PLATES, STEEL RODS, STEEL STUDS, STEEL CONSTR MATLS	MARGARET@ALUCASIRON.COM	309-673-8547	309-673-7213
MBE	STEFAN CRIDER	5 CRIDER CONSTRUCTION & SUPPLY	CONCRETE FINISHING, REBAR, DRYWALL, METALS, MATERIALS	SCRIDERCONSTRUCTION@YAHOO.COM	217-222-8330	217-222-7403
FBE	MARY ANN LAFLER	CONSTRUCTION MATERIALS & SUPPLY	RE STEEL PLATES, STEEL RODS, STEEL STUDS, STEEL CONSTR MATLS	CMSR.01@GMAIL.COM	708-567-9620	847-439-1210
MBE	MAURICE COATES, JR	C & K UNITED SHEET METAL AND MECH	HA STEEL PLATES, STEEL RODS, STEEL STUDS, STEEL CONSTR MATLS	M.COATESIR@CKUNITED.COM	812-423-5090	812-423-5499
			TEMPERATURE CONTROLS			
MBE	ANTHONY SINOPLE	APPLIED CONTROLS & CONTRACTING	ENERGY CONTROLS, TEMPERATURE CONTROLS, METERS, METERII	NG ASINOPLE@ACCSHOME.COM	708-596-7400	708-597-1020
MBE	ANGELITO CAPATI	A.C. GENTROL	ENERGY CONTROLS, TEMPERATURE CONTROLS, METERS, METERS	NG LCAPATI@ACGENTROL.COM	309-274-5486	309-274-9001
MBE	SIM DAWSON	CODE ENGINEERING	ELECTRICAL CONTRACTING, LOW VOLTAGE WIRING	CODE,SIM@COMCAST.NET	630-953-8586	630-728-5314 (CELL
			TRUCKING AND HAULING			
FBE	CINDRA CARTER	ALL UNITED TRUCKING, LLC	TRUCKING	CAIDDAD CHOTALLI COLO		
MBE	JAMIE POWELL	IP EXCAVATING & TRUCKING		CINDRA9@HOTMAIL.COM	217-386-9904	217-386-9904
MBE	JAMIE POWELL	IP EXCAVATING & INDCKING	TRUCKING, BULK MATERIALS HAULING, EXCAVATION	JAMIEJPINC@ATT.NET	217-304-5431	217-446-1544
			SITE UTILITIES, UTILITIES			
FBE	SUSAN DEWAR	CUSTOM UNDERGROUND UTILITY CONS		MAIL@CUSTOMUG.COM	309-683-3677	309-683-3076
			VENTILATION, VENTILATION SERVICES			
MBE	COURTNEY ESTON	DESIGN AIR INC	VENTILATION SERVICES, VENTILATION DUCT CLEANING	CLE@DESIGNAIR-INC.COM	309-693-8632	309-693-8541

gxh. his A

## ~ Transmittal ~

Reliable Plumbing and Heating Company 1411 Interstate Drive PO Box 8098 Champaign, Illinois 61826-8098 Fax: 217-356-7655

Telephone: 217-356-1841

Date: February 21, 2017 To: All Vendors/Subcontractors Project: Champaign Urbana Mass Transit District Illinois Terminal Boiler Replacement Message: Our company intends to submit a bid proposal for the above referenced project. This project has a Disadvantaged Business Enterprise (DBE) goal. In an attempt to fulfill this goal, we ask you to review the following, and advise our company via the return of this transmittal: We will submit proposal(s) for material/equipment/services for this project (proposal attached) We will not submit proposal(s) for material/equipment/services for this project We are a DBE approved by the Illinois Department of Transportation (IDOT) We are not a DBE approved by the Illinois Department of Transportation (IDOT) Company Name: Company Address:

9xh.h.7 B

## Reliable Plumbing and Heating Company

1411 Interstate Drive PO Box 8098 Champaign, Illinois 618

Champaign, Illinois 61826-8098 Telephone: 217-356-1841

Fax: 217-356-7655

website: www.reliable-mechanical.com

\* Plumbing

\* Heating

\* Air Conditioning

\* Ventilation

\* Sheet Metal

\* Refrigeration

Mechanical Contractors Since 1902

February 23, 2017

Champaign Urbana Mass Transit District 1101 West University Avenue Urbana, Illinois 61801

Re: DBE Participation

Champaign Urbana Mass Transit District Illinois Terminal Boiler Replacement Project

45 East University Avenue

Champaign, Illinois

To Whom It May Concern:

The above referenced project specifications has detailed and Disadvantaged Business Enterprise (DBE) utilization goal of 4.63%. In addition, the project specifications references the DBE to be certified by the Illinois Department of Transportation (IDOT).

Our company typically utilizes DBE's that are certified with the Central Management Services (CMS), State of Illinois. Find attached a list of MBE/FBE/DBE that are certified with CMS. They are not certified with IDOT. We have attempted to contact all of the entities to determine if the following applies:

(1) they are certified by IDOT

( 2 ) they are providing bid proposals for materials, equipment and/or subcontract work for this project

We have received no bid proposals or the entities are not certified by IDOT.

Therefore, we ask the DBE utilization goal of 4.63% be waived for this project.

Sincerely,

MD Meislahn President

47 j. jc

May 2, 2017

Ms. Jane Sullivan Grant Manager/Sustainability Planner Champaign-Urbana Mass Transit District 1101 E. University Ave. Urbana, Illinois 61802 jsullivan@cumtd.com

#### VIA E-MAIL AND POSTAL MAIL

Re: Contract for Terminal Boiler Replacement, CU-MTD No. 16-004

Dear Ms. Sullivan:

This letter is in regard to the Illinois Department of Transportation ("IDOT" or "Department") Office of Intermodal Project Implementation ("OIPI") approval of the contract award for Champaign-Urbana Mass Transit District ("CUMTD") contract for procurement CU-MTD No. 16-004 ("contract" or "project"). CUMTD is seeking partial funding (65%) from IDOT for the project under an Illinois Downstate Operating Assistance Program ("DOAP") grant. As a condition to receive DOAP funding on the contract, the Department required CUMTD to include a 4.63% Disadvantaged Business Enterprise ("DBE") participation goal designated under the federal DBE program, which is governed by Part 26 of Title 49 of the Code of Federal Regulations (49 CFR §26).

These DBE regulations state that a bidder can comply with the DBE program contract goal requirements either by actually obtaining DBE firm participation on the contract or by seeking a goal waiver after demonstrating good faith efforts ("GFE") to obtain participation where "the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal." Part I, Appendix A, 49 CFR §26. When a GFE waiver request is made for the project, IDOT and CUMTD are charged with "the responsibility to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for [IDOT and CUMTD] to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made Part II, Appendix A, 49 CFR §26. "In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal." Part V, Appendix A, 49 CFR §26.

Ms. Jane Sullivan May 2, 2017 Page 2

In the case of CU-MTD No. 16-004, Reliable Plumbing & Heating Company ("RPHC") submitted the lowest base bid amount of four bidders, and sought to obtain a DBE goal waiver through GFE documentation. On April 26, 2017, RPHC submitted a letter in response to an offer from CUMTD to provide all documentation in RPHC's possession to establish that it made a good faith effort to meet the DBE goal on the contract. The letter stated, in part, that RPHC "downloaded a list of IDOT approved DBE companies, from the website" and that it sent a "fax transmittal to the companies asking for material/equipment quotations applicable to this project" but "received no responses." The letter enclosed the list of firms that RPHC claimed to have contacted, along with a blank form template fax transmittal sheet. RPHC submitted no other documentation.

Upon review of the list of firms, the Department noted that the list was not actually from a directory provided by IDOT or available from IDOT, including its website. The firms listed by RPHC appear to be certified under the Illinois Central Management Services ("CMS") Business Enterprise Program, and not the IDOT DBE program. DBE certified firms available to meet IDOT DBE program contract goals are contained in the Unified Certification Program directory, which is accessible through IDOT's website.

Accordingly, both Section 1.10 of the Project Manual, as well as Addendum No. 1 to the Manual, provided to all bidders, directed bidders only to the UCP directory to find certified DBE firms to meet the contract goal. Specifically, Addendum No. 1 contained a hyperlink to the online UCP Directory with the statement "Bidders must use the UCP list on the link above." The Addendum also contained DBE program Form 2025 and Form 2026, which clearly state that the project contains a goal under the DBE program. Further, even if RPHC had contacted certified DBE firms, it did not provide evidence of actually contacting or attempting to contact any firms to meet the goal, such as a facsimile log, phone records, e-mails, notes reflecting conversations, or other similar documented action. The letter only included a blank fax template along with the aforementioned BEP program list of firms. Finally, the other three bidders for the project submitted proposed DBE participation of 9.25%, 5% and 4.15%, which demonstrates that other bidders were able to solicit and obtain participation by certified DBEs.

Consequently, with respect to the use of DOAP funding for the contract, IDOT will not approve an award of project CU-MTD No. 16-004 to the bidder Reliable Plumbing & Heating Company due to its failure to meet the DBE goal and failure to demonstrate a good faith effort to attempt to meet the goal. The Department has reviewed the proposed DBE participation for the other bidders for CU-MTD No. 16-004, and would not object to the award of the contract to any otherwise eligible bidder on the basis of a violation of the provisions of 49

Ms. Jane Sullivan May 2, 2017 Page 3

CFR §26. Please contact my office for final approval of the award for the project, once CUMTD chooses a winning bidder.

Sincerely,

Beth McCluskey

Director

Office of Intermodal Project

Implementation

Illinois Department of Transportation

Cc: Pamela Simon, Director, IDOT Office of Business of Workforce Diversity Cassandra Mullins, DBE EEO Contract Compliance Manager, IDOT William M. Barnes, Chief Counsel, IDOT Jennifer L. Gover Bannon, CUMTD, Assistant City Attorney



To: Board of Trustees

From: Jane Sullivan, Grant Manager/Sustainability Planner

Date: May 31, 2017

Subject: Approval of Rooftop A/C Unit Replacement Contract

**A. Introduction** – The District is utilizing Debt Service funds from the Downstate Operating Assistance Program to replace the fifteen-year-old rooftop air conditioning unit at the Administration & Operations Facility.

- **B.** Recommended Action: Staff recommends authorization of the Managing Director to enter into a contract with E.L. Pruitt Company in the amount of \$98,647. IDOT concurrence was received before bids were advertised for this project. IDOT concurrence prior to contract award is not required.
- **C. Prior Trustee Action:** On March 28, 2017 the Board authorized the Managing Director to enter into a contract with Reliable Plumbing & Heating Company in the amount of \$97,590.00.
- **D. Summary:** After further review, the District is unable to award the contract to Reliable Plumbing & Heating and recommends contract award to the next low bidder, E.L. Pruitt Company.
- E. Background: On March 9, 2017, the District opened bids for the Rooftop A/C Unit Replacement Project. Five bids were received. Upon review by District staff and Legal Counsel, the bid submitted by Reliable Plumbing & Heating was determined to be the lowest responsive and responsible bid. Reliable Plumbing & Heating did not meet the DBE goal for the project but did include good faith efforts. IDOT concurrence prior to contract award is not required. However, IDOT rejected the District's request to award a contract to Reliable Plumbing & Heating for the Illinois Terminal Boiler project because of failure to fulfil the DBE requirement. Reliable's submittal for this project was identical. Therefore, the District determined it necessary to reject Reliable's bid for this project as well. As referenced in the previous memo for the Illinois Terminal Boiler Project, IDOT offered the following options:
  - 1) Provide IDOT with any additional information about the good faith efforts made by Reliable Plumbing & Heating and permit IDOT to make a complete, final determination about whether Reliable satisfied the requirements for a goal waiver.
  - 2) Award the contract to one of the bidders that properly complied with the DBE program regulations through a proposed DBE firm subcontractor participant.
  - 3) Re-let the procurement with clarification regarding bidder compliance with DBE regulations.

The District began with pursuing Option #1 without success, as detailed in the Illinois Terminal Boiler Project memo. The District then pursued Option #2 for this project. The next lowest bidder, E.L. Pruitt Company, submitted a responsive and responsible bid, achieving 2.38% DBE participation. E.L. Pruitt submitted adequate good faith efforts for not achieving the goal of 4.63% DBE participation.

- **F.** Alternatives advantages/disadvantages: Authorizing the Managing Director to enter into a contract with E.L. Pruitt Company allows the District to move forward with the Rooftop A/C Unit Replacement Project.
- **G.** Budget & Staffing Impacts: This project will be funded with 65% (\$64,120.55) state funds through the Illinois Downstate Operating Assistance Program (DOAP) and 35% (\$34,526.45) local funds.

## **BID TABULATION**

Project: Administration & Operations Facility Rooftop A/C Unit Replacement

Architect/Engineer: GHR Engineers and Associates, Inc.

Bid Opening: March 9, 2017 2:00 PM

Independent Cost Estimate: \$85,000 (base bid only)

Bidder	Addendum 1	Base Bid Amount	Alternate Bid	Performance Bond	IDOT Requirements	DBE
Reliable Plumbing & Heating Company	✓	\$97,590	\$21,890	✓	✓	0% DBE participation Good Faith Efforts rejected by IDOT
E.L. Pruitt	✓	\$98,647	\$19,767	✓	✓	2.38% DBE participation Good Faith Efforts provided
Davis-Houk Mechanical, Inc.	✓	\$101,500	\$16,600	✓	✓	4.363% DBE Participation
Mechanical, Inc.	✓	\$104,872	\$17,009	✓	✓	36% DBE Participation
A&R Mechanical	✓	\$115,255	\$14,900	✓	✓	36% DBE Participation

Signature of authorized official of the Champaign-Urbana Mass Transit District:

Jane Sullivan	3/19/2017
ane Sullivan, Grant Manager	Date



May 17, 2017

JN Gleason, PE, LEED AP Chief Executive Officer

> JW Aquino, AIA President

KM Siuts Secretary-Treasurer

Associates GW Gaither, CET TL Hinton, EIT, LEED AP

LR Kienzler, PE DB White, CDT/CCCA Ms. Jane Sullivan Grant Manager / Sustainability Planner Champaign-Urbana Mass Transit District 1101 East University Avenue Urbana, IL 61802-2009

SUBJECT:

6996

RTU-1 Replacement

1101 East University

C-U MTD

Dear Jane,

Since the Reliable Mechanical bid was rejected by IDOT, GHR recommends using EL Pruitt who had a bid of \$98,647.00 with a qualified DBE for electrical work of \$2,350. The \$98,647 is still within the budget amount I gave you earlier.

Let me know if you have questions.

Very truly yours,

GHR ENGINEERS and ASSOCIATES, Inc.

Larry Kienzler, PE

LRK/smh

CC:

Jim Gleason - GHR

20170517 JS.LRK.wpd



E. L. Pruitt Co. PO Box 3306 • 3090 Colt Road Springfield, IL 62708

Phone: 217.789.0966 Fax: 217.789.2694 www.elpruitt.com

IL Lic. #058-120726 IL Lic. #FSC 0028

5/4/17

Company:

**GHR** Engineering

Attention:

Larry Kienzler

Subject:

CUMTD RTU Change Out

Regarding:

HVAC (Electric) Good Faith Efforts

Our total price is \$98,647.00 and the goals for the project would be (\$4,735) to meet the 4.8% DBE requirements. Unfortunately we have come up a bit short. We have however been able to reach a total of \$2,350.00 of DBE participation. The electrical sub-contractor we have used is self-performing who we regularly engage to perform work for us. We have utilized the only available avenue to meet the DBE requirements of this project. Our price breakdown is as you see below:

Total Bid:

\$98,647.00

Electric:

\$2,350.00 (DBE)

TOTAL DBE:

\$2,350.00 (Bautista Electric)

Remaining Contract:

\$96,297

Flat Spec Controls:

\$15,561.00 (no DBE opportunity by specification) \$61,810.00 (no DBE opportunity by specification)

Trane Direct Replacement RTU:

\$7,116.00 (work we perform by union contract)

Sheet Metal Labor:

\$3,205.00 (work we perform by union contract)

Sheet Metal Fab Materials: Hoisting:

\$2,200.00 (only feasible for local rentals)

Test and balance:

\$1,605.00 (only feasible for local contractor/ no DBE available)

Overhead and Profit:

\$4,800.00

If you have any questions please do not hesitate to give me a call.

Sincerely,

Bob McCready

Project Manager

Bob M Eleady

• plumbing • heating

• air conditioning • sheet metal

ventilating
 fire sprinklers

## BAUTISTA ELECTRIC ENTERPRISES, INC.

Residential \* Commercial \* Industrial \* Agricultural

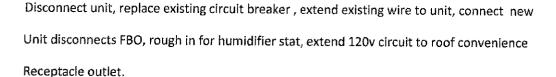
## Proposal for CUMTD RTU-1 Replacement project.



Name of Place:

CUMTD

Scope of Work:





Base bid to include labor, permit and material: \$2350.00

Alternate 1: install new humidifier feed, raceway inside EMDP panel, and disconnect at unit, Labor material, and permit: \$1070



Deposit required to start work and balance due immediately upon completion of electrical work.

\*Payment types accepted are Visa, Master Card, Paypal, Check, and Cash



Gustavo Bautista, President Bautista Electric Enterprises Incorporated

1102 W Eads Urbana, IL

(217) 637-0659

Sincerely,





ngies list views you can trust.



## Form 2025

## **DBE Participation Statement**

Prime Contractor	r: E.L. Pruitt Company	Bid Date	: 3-9-17	
Job Location:	Street	City		County
	101 University Ave.	Urbana	(	Champaign
Job Description:	CUMTD RTU-1 Replacement	Project		
shall be submitted	e completed for each disadvantaged I in accordance with the special prov s needed, complete an additional for	ision and will be at	ting in the Utiliza lached to the Util	tion Plan. This form ization Plan form. I
2. Work				
Please indicate	:ManufacturerSupplier	r (60%)Sub	contractor	Trucking
ltem	Description of Work	Quantity	Unit Price	Total
	Dase Bud			4350,00
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A. Commitment The undersigned of the below has agreed to execute a contribute statement may be complete and accumulate.	ent Items  ve items which are partial pay items,  certify that the information included to perform a commercially useful funct act with the prime contractor. The u made without prior approval from  urate information regarding actual we to the Champaign-Urbana Mass	herein is true and ction in the work of undersigned further the Champaign-Ur ork performed on th	correct, and that the contract item understand that bana Mass Trans is project and the	the DBE firm lister (s) listed above and no changes to this sit District and tha
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## Unified Certification Program - Search

**Contractor Details** 

Browse F.A.Q. Sheet (/UCP/Search/Help)

Print

### **Bautista Electric**

## Enterprises Inc.

Gustavo Bautista 1102 W. Eads St. Urbana, IL 61801

County:

Champaign

Email: Bautistaelectricinc@gmail.com

Phone: (217) 637-0659

Fax:

Categories: Construction

**NAICS** 

Speciality

238210-Electrical

238210- MISC: ELECTRICAL

Contractors

SERVICES

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Version: 1.1.27.5458



To: Board of Trustees

From: Jane Sullivan, Grant Manager/Sustainability Planner

Date: May 31, 2017

Subject: Approval of Illinois Terminal Lavatories and Hand Dryer Replacement Contract

**A. Introduction** – The District is utilizing Debt Service funds from the Downstate Operating Assistance Program to replace the lavatories and hand dryers in the first and second floor restrooms at Illinois Terminal.

- **B.** Recommended Action: Staff recommends authorization of the Managing Director to enter into a contract with Davis-Houk Mechanical, Inc. in the amount of \$27,290. IDOT concurrence was received before bids were advertised for this project. IDOT concurrence prior to contract award is not required.
- C. Prior Trustee Action: None.
- **D. Summary:** On May 23, 2017, the District opened bids for the Illinois Terminal Lavatories and Hand Dryer Replacement Project. Three bids were received. The low bid was submitted by Davis-Houk Mechanical in the amount of \$27,290. Davis-Houk Mechanical exceeded the DBE goal by achieving 21.59% DBE participation.
- **E. Background:** The lavatories and hand dryers in the restrooms at Illinois Terminal are in need of replacement. The equipment is 17 years old and has not been replaced since the facility was originally constructed in 1999. The equipment in this highly-traveled public facility is now damaged because of old age and extended use.
- **F.** Alternatives advantages/disadvantages: Authorizing the Managing Director to enter into a contract with Davis-Houk Mechanical allows the District to move forward with the Illinois Terminal Lavatories and Hand Dryer Replacement Project.
- **G.** Budget & Staffing Impacts: This project will be funded with 65% (\$17,738.50) state funds through the Illinois Downstate Operating Assistance Program (DOAP) and 35% (\$9,551.50) local funds.

## **BID TABULATION**

Project: Illinois Terminal Lavatories and Hand Dryer Replacement

Architect/Engineer: GHR Engineers and Associates, Inc.

Bid Opening: May 23, 2017 10:00 AM Independent Cost Estimate: \$30,000

Bidder	Addendum 1	Addendum 2	Bid Amount	Performance Bond	IDOT Requirements	DBE
Davis-Houk Mechanical, Inc.	✓	✓	\$27,290	✓	✓	21.59% DBE participation
A&R Mechanical	✓	✓	\$28,000	✓	✓	48% DBE participation
Reliable Mechanical	✓	✓	\$31,100	✓	✓	4.63% DBE participation

Signature of authorized official of the Champaign-Urbana Mass Transit District:

Jans Sullivan	5/23/2017
Jane Sullivan, Grant Manager	Date



To: Board of Trustees

From: Jane Sullivan, Grant Manager/Sustainability Planner

Date: May 31, 2017

Subject: Approval of Maintenance Truck Replacement Contract

**A.** Introduction – The District is utilizing Debt Service funds from the Downstate Operating Assistance Program to replace a maintenance truck.

- **B.** Recommended Action: Staff recommends retroactive authorization of the Managing Director to enter into a contract with Rick Ridings Ford, Inc. in the amount of \$38,671. IDOT concurrence was received before bids were advertised for this project. IDOT concurrence prior to contract award is not required.
- C. Prior Trustee Action: None.
- **D. Summary:** On May 23, 2017, the District opened bids for Maintenance Truck Replacement Project. Two bids were received.

Bidder	Bid Amount	
Champaign Chrysler Dodge Jeep Ram	\$38,138	
Rick Ridings Ford, Inc.	\$38,671	

Both bids are considered responsive and responsible. Both bidders did not meet the DBE goal but did provide adequate good faith efforts. Both bidders were asked to guarantee delivery and project completion prior to June 30, 2017, because of the funding deadline. Rick Ridings was able to locate a vehicle in order to meet this deadline. Champaign Chrysler was not able to locate a vehicle and would need to place a special order, resulting in a failure to meet the deadline.

**E. Background:** The District's Maintenance Department operates a fleet of four trucks for daily maintenance use and seasonal snow plowing. The Maintenance truck to be replaced is 15 years old and is in poor condition. The frame is beginning to rust, problems are developing with the drive train, and the cost to continue to maintain the vehicle is high. This vehicle is eligible for replacement.

Because of the extremely tight timeframe to complete this project before the funding expires, the Managing Director determined that an emergency procurement was required and was unable to delay contract award to obtain approval from the Board of Trustees prior to contract execution.

- **F.** Alternatives advantages/disadvantages: If the contract was not awarded immediately, we would have faced the risk of not completing the project before the June 30, 2017 deadline. This would have eliminated the ability for the District to receive state funding for this project.
- **G.** Budget & Staffing Impacts: This project will be funded with 65% (\$25,136.15) state funds through the Illinois Downstate Operating Assistance Program (DOAP) and 35% (\$13,534.85) local funds.



To: Board of Trustees

From: Jane Sullivan, Grant Manager/Sustainability Planner

Date: May 31, 2017

Subject: Rejection of Demolition Bids for 59 E Chester & 207 S Water Street

**A.** Introduction – The District solicited bids to demolish structures located at 59 E Chester Street and 207 S. Water Street and restore the property to a vacant lot. Due to the lack of a responsive, responsible bid at a reasonable price, staff recommends that all bids be rejected at this time.

**B. Recommended Action**: Staff recommends that the Board reject demolition bids and authorize the Managing Director to re-let bids and enter into a contract with the lowest responsive, responsible bidder.

#### C. Prior Trustee Action:

- 1) On June 29, 2016, the Board approved a Purchase Agreement for 51, 55, 59 E. Chester Street and 207 S. Water Street.
- 2) On March 28, 2017, the Board voted to reject all bids received on the first bid letting on March 16, 2017. The Board's vote also included the decision to re-let bids with the DBE requirements included.
- **D. Summary:** Staff will revise and reissue the Invitation to Bid following Board action. Staff recommends eliminating the DBE requirement due to the time sensitivity of this project. The technical specifications will otherwise remain the same.
- **E. Background:** On April 28, 2017, the District opened bids for this project for the second time. Three bids were received. The lowest bidder, ICD Ironhorse, does not meet the DBE goal. ICD Ironhorse submitted, as part of its request for a waiver, evidence that it had contacted only one qualified DBE, for the purpose of excavating and trucking. The company contacted is not certified as a DBE for trucking purposes. The company is certified as a DBE for excavation, but it is one of a total of 272 DBEs certified as DBEs for excavation in Illinois. Based on the very limited quantity and quality of outreach to DBEs, MTD Staff and Legal Counsel determined that ICD Ironhorse has not made sufficient good faith efforts to qualify for a waiver of the DBE goal.

The next lowest bidder, Owen's Excavating, does not meet the DBE goal, and submitted no evidence of good faith efforts beyond a letter stating that one of its subcontractors used to be a DBE but is no longer certified as one. MTD Staff and Legal Counsel determined that this is not sufficient. The next lowest bidder is approximately 135% (over \$50,000) higher than the lower two bidders, but exceeds the DBE goal.

- **F.** Alternatives advantages/disadvantages: Rejecting the bids will allow the District to reissue the Invitation to Bid and award a contract to the lowest responsive, responsible bidder.
- **G.** Budget & Staffing Impacts: This project will be funded with 65% state funds through the Illinois Downstate Operating Assistance Program (DOAP) and 35% local funds. There will be no immediate discernable staffing impact.

## **BID TABULATION**

Project: Water St. & Chester St. Property Demolition

Architect/Engineer: N/A

Bid Opening: April 28, 2017 2:00 PM Independent Cost Estimate: N/A

Bidder	Base Bid Amount	Bid Bond	Disclosure Affidavit	Affidavit Regarding Pending & Incomplete Work	Subcontractor and Major Materials Suppliers Lists	References	DBE Participation / Good Faith Efforts
ICD Ironhorse	\$38,000.00	✓	✓	✓	✓	✓	0% DBE participation GFE: contacted one DBE
Owen's Excavating & Trucking	\$38,145.00	<b>√</b>	✓	✓	✓	✓	0% DBE participation GFE: DBE no longer certified
Duce Construction Company	\$89,515.00	✓	✓	· 🗸	✓	✓	4.92% DBE participation

Signature of authorized official of the Champaign-Urbana Mass Transit District:

Jane Sullivan, Grant Manager

Date

From: Jennifer L Bannon

To: Jane Sullivan; Frederick C Stavins
Cc: Karl Gnadt; Kirk Kirkland

Subject: Re: MTD property Demolition - Bid Opening #2

Date: Tuesday, May 2, 2017 3:23:14 PM

Hi Jane,

Thanks for your email. Let me be sure that I understand all of the facts:

- 1. The DBE requirements (including Form 2026) were included as part of the bid packet, and all three of the lowest bidders completed Form 2026.
- 2. The lowest bidder, ICD Ironhorse, does not meet the DBE goal, and submitted as part of its request for a waiver evidence that it had contacted only one qualified DBE, for the purpose of excavating and trucking. The DBE contacted is not certified as a DBE for trucking purposes, and it is one of a total of 272 DBEs certified as DBEs for excavation in Illinois.
- 3. The next lowest bidder, Owen's Excavating, does not meet the DBE goal, and submitted no evidence of good faith efforts beyond a letter stating that one of its subcontractors used to be a DBE but is no longer certified as one.
- 4. The next lowest bidder is approximately \$50,000 higher than the lower two bidders, but exceeds the DBE goal.

Is all of the above correct?

Based on the determination we received from IDOT last week on the boiler contract, and based on the very limited quantity and quality of outreach to DBEs by the two lower bidders, I do not believe IDOT would consider Ironhorse or Owen's Excavating to have made sufficient good faith efforts to qualify for a waiver of the DBE goal.

Please feel free to call me to discuss if I have misunderstood any of the above.

Jennifer

From: Jane Sullivan

**Sent:** Monday, May 1, 2017 10:00:01 AM **To:** Jennifer L Bannon; Frederick C Stavins

Cc: Karl Gnadt; Kirk Kirkland

Subject: MTD property Demolition - Bid Opening #2

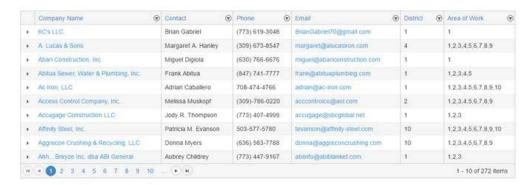
Fred, Jennifer: we opened bids on Friday for the demolition project—see bid tab attached here. I am unsure of whether the Good Faith Effort evidence submitted by ICD Ironhorse is adequate... see page 17–20 in ICD Ironhorse attachment.

You will see that the DBE that Ironhorse contacted, Anderson Backhoe Service, is qualified by IDOT's UCP under multiple NAICS codes. I asked Ironhorse to clarify which work they intended Anderson to complete and the response was: "Some excavating or trucking depending on what equipment, trucks or time he would have available." Anderson does not qualify as a DBE for trucking. Based on the a search of the NAICS code <u>237310 – Excavating & Grading – Construction Clearing and Grubbing – Construction Demolition – Construction on IDOT's DBE site, 272 DBEs are certified in Illinois for this category.</u>



#### Search Results

Export To Excel Export To CSV View Directory



Could you provide an opinion on this, please?

If Ironhorse is determined non-responsive, then I have the same question for the next low bid, Owen's Excavating.

Let me know if you have any questions. Thank you,

#### Jane Sullivan

Grant Manager/Sustainability Planner Champaign-Urbana Mass Transit District 1101 E. University Ave. Urbana, Illinois 61802 217.384.8188