



1101 East University Avenue
Urbana, IL 61802-2009

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TTY: (217) 384-7433
Fax: (217) 384-8215
www.cumtd.com

March 15, 2004

Mr. Bill Ferguson
Associate Director for Finance
Institute of Aviation
University of Illinois—Willard Airport
One Airport Road
Savoy, IL. 61874

Dear Mr. Ferguson:

Per your letter dated February 27, 2004, attached are three copies of the "Amendment to the Agreement for Students, Faculty, Staff and Public Transit Services at the Institute of Aviation and Willard Airport" that we did sign. Please note that I did change the District's Office address to 1101 East University. Otherwise, the "Amendment" is fine.

If you need any additional information, please feel free to let me know. Thanks.

Sincerely,

Rena Lee Lenz
Director of Management Information

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attachments

AMENDMENT TO THE AGREEMENT
FOR STUDENTS, FACULTY, STAFF AND PUBLIC TRANSIT SERVICES
AT THE INSTITUTE OF AVIATION AND WILLARD AIRPORT

2

This is an Amendment to the Agreement entered into as of the twentieth day of January 2003, by and between the Board of Trustees of the University of Illinois, hereinafter called "University" and the Champaign-Urbana Mass Transit District, hereinafter called "MTD", with offices at ~~801~~^{1101 E} East University, Urbana, Illinois.

The parties agree that effective January 20, 2004, the following numbered paragraphs of the agreement are amended to read as follows:

Article III - Responsibilities of the University

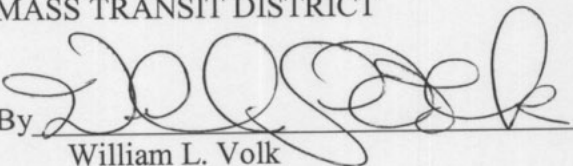
2. The University shall pay MTD an annual amount of \$80,000 for the period of January 20, 2004, through August 19, 2005 for this specific transit services known as "Air Bus" provided by MTD under the terms of this Agreement upon invoices submitted to "Business Office, Institute of Aviation, 1 Airport Road, Savoy, IL 61874", payable in installments on the first day of each month. Along with this invoice, MTD will provide ridership information on a monthly basis for the "Air Bus" route.

Article V - Term of Agreement

1. This Agreement shall be in effect from January 20, 2004, through August 19, 2005, and may be renewed annually thereafter on terms mutually agreeable to both parties. This Agreement may be modified at any time only by a written Agreement executed by both parties.
5. The University or MTD may terminate this contract without cause upon one-year prior written notice to the other party. All accounts shall be settled on a pro-rated basis in the event of termination of this Agreement prior to its full term.

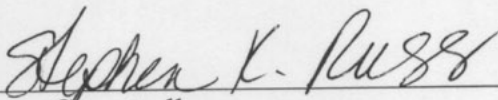
The Agreement shall be effective on the 20th day of January 2004.

CHAMPAIGN-URBANA
MASS TRANSIT DISTRICT

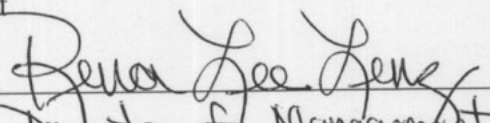
By 
William L. Volk
Managing Director

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

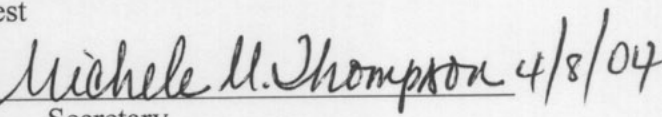
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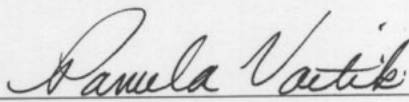
By 
Comptroller

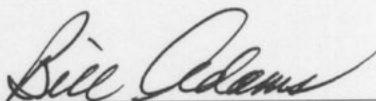
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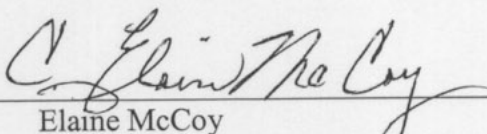
By 
Director of Management
Information

Attest

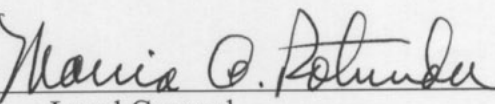
By  4/8/04
Secretary

By 
Pamela Voitik
Director of Campus Services

By 
Richard Herman
Provost

By 
Elaine McCoy
Director, Institute of Aviation

APPROVED AS TO FORM:

By 
Legal Counsel



November 24, 2003

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Mr. Bill Ferguson
Associate Director for Finance
Institute of Aviation
University of Illinois—Willard Airport
One Airport Road
Savoy, IL. 61874

Dear Mr. Ferguson:

Attached are signed copies of the MTD "Air Bus" Agreement for UIUC Institute of Aviation/Willard Airport.

If any additional information is needed, please feel free to contact me. Thanks.

Sincerely,

Rena Lee Lenz

Director of Management Information

st

attachments


2. The University shall pay MTD an annual amount of \$80,000 for the period of January 20, 2003, through January 19, 2004 for this specific transit services known as "Air Bus" provided by MTD under the terms of this Agreement upon invoices submitted to "Business Office, Institute of Aviation, 1 Airport Road, Savoy, IL 61874", payable in installments on the first day of each month. Along with this invoice, MTD will provide ridership information on a monthly basis for the "Air Bus" route.

Article IV - Marketing and Information

Both parties to this Agreement shall, through the various means available to each, publish mutually agreed upon information regarding the services provided pursuant to this Agreement. Each party to this Agreement shall bear its full cost of publishing such information in its own publications. Joint University-MTD information and marketing covering services provided pursuant to this Agreement will be given access to University communications channels.

Article V - Term of Agreement

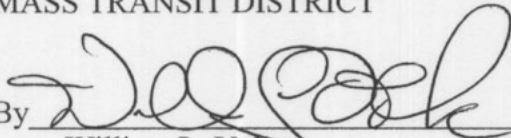
1. This Agreement shall be in effect from January 20, 2003, through January 19, 2004, and may be renewed annually thereafter on terms mutually agreeable to both parties. This Agreement may be modified at any time only by a written Agreement executed by both parties.
2. The parties agree to meet at least semi-annually to discuss any aspects of the service, including but not limited to routing, service periods, and frequencies.

3. The "Air Bus" route will operate during the University of Illinois Fall, Spring, and Summer Semester. It will not operate on All Campus Holidays, Fall Break, Winter Break, and Spring Break. The "Air Bus" will only board and alight passengers at designated stops. It will not board or alight passengers between the Oak Street stop and the Airport stops. 
4. If at any time during the term of this Agreement, either party shall fail to satisfactorily meet the provisions of this Agreement, the dissatisfied party shall so advise the other party by registered mail, indicating in specific detail the nature and basis of its dissatisfaction. If the complaint is based on reasonable cause, the party to whom the complaint is addressed shall have an opportunity to correct the situation giving rise to the complaint within forty-five (45) days written notice by registered mail.
5. All accounts shall be settled on a pro-rated basis in the event of termination of this Agreement prior to its full term.

MTD certifies by signature affixed to this Agreement that said MTD has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has MTD made an admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee been so convicted nor made such an admission.

The Agreement shall be effective on the 20th day of January 2003.

CHAMPAIGN-URBANA
MASS TRANSIT DISTRICT

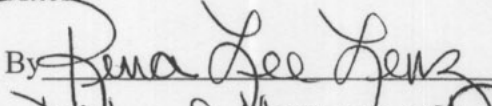
By 
William L. Volk
Managing Director

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

By _____
Comptroller

7

Attest

By 
Director of Management
Information

Attest

By _____
Secretary

By _____
Robert L. Kelley
Director of Parking Operations
Facilities and Services

By _____
Steve Schomberg
Vice Chancellor
Public Engagement

By _____
Elaine McCoy
Director, Institute of Aviation

APPROVED AS TO FORM:

By _____
Legal Counsel

UNIVERSITY OF ILLINOIS
AT URBANA-CHAMPAIGN

Institute of Aviation

Office of the Director
University of Illinois-Willard Airport
One Airport Road
Savoy, IL 61874



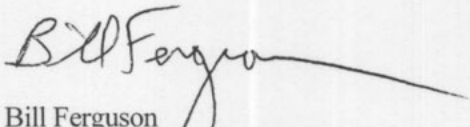
November 20, 2003

Mr. William Volk
Champaign-Urbana MTD
1101 East University
Urbana, IL 61802

Dear Mr. Volk:

We have received invoicing from MTD for the Air Bus, but we did not receive a signed copy of the agreement. Please review and sign all three copies of the enclosed agreement and return them to me at the address shown above. If you have any questions, you may contact me or Mr. Ted Gonsiorowski, who has been working as the liaison in this matter for Dr. Elaine McCoy, Director of the Institute of Aviation and Willard Airport. We will pay the invoices as soon as we have a fully executed agreement.

Sincerely,



Bill Ferguson
Associate Director for Finance

Attachment: MTD "Air Bus" Agreement for UIUC Inst. of Aviation/Willard Airport

AGREEMENT BETWEEN CHAMPAIGN-URBANA MASS TRANSIT DISTRICT
AND
THE UNIVERSITY OF ILLINOIS AT URBANA-CHAMPAIGN
INSTITUTE OF AVIATION AND WILLARD AIRPORT
FOR STUDENTS, FACULTY, STAFF AND PUBLIC TRANSIT SERVICES

Agreement made by and between the Board of Trustees of the University of Illinois, hereinafter called "University" and the Champaign-Urbana Mass Transit District, hereinafter called "MTD", with offices at 801 East University, Urbana, Illinois.

ARTICLE I - RECITALS

1. Whereas MTD provides regular bus service over established routes during published hours and at published frequencies; and
2. Whereas such MTD transit service provides a satisfactory means of transporting many University faculty, staff, and students, as well as staff members of University affiliated agencies and the general public to and from Willard Airport and the University campus; and
3. Whereas this use of the MTD transit services by faculty, staff, students and the general public is advantageous to the University as well as the cities of Urbana and Champaign; and
4. Whereas the University has agreed to pay a fee in order to obtain access to this MTD bus service;

Therefore, be it resolved that the following responsibilities be carried out by the parties to this agreement as set forth below.

ARTICLE II - RESPONSIBILITIES OF MTD

1. MTD shall honor the University faculty, staff and student photo identification card when presented by current University faculty, staff, and students to MTD agents and bus drivers and regard it as an MTD bus pass.
2. MTD shall operate and maintain bus service with its own employees over a Campus area bus route to be known as the "Air Bus". University faculty, staff, students and the general public shall be provided unlimited access to this route without charge. 10
3. In providing the aforementioned transit service, MTD shall act as an independent contractor, contracting for service with each University faculty, staff and student member individually as residents of the MTD service area, and not as agents or employees of the University. Additionally, the University shall not have, and shall not exercise any control over MTD operations in connection with providing the aforementioned services. The University shall not have, and shall not exercise any control or supervision whatsoever over drivers in said service who shall be employed by MTD, shall constitute MTD's employees only, shall not constitute agents or employees of the University, and shall be subject solely to MTD's supervision and control.

Article III - Responsibilities of the University

1. The University shall identify current faculty, staff and students at the Urbana-Champaign campus of the University through the issuance of a photo identification card.

AMENDMENT TO THE AGREEMENT
FOR STUDENTS, FACULTY, STAFF AND PUBLIC TRANSIT SERVICES
AT THE INSTITUTE OF AVIATION AND WILLARD AIRPORT

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11

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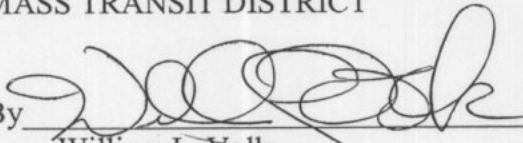
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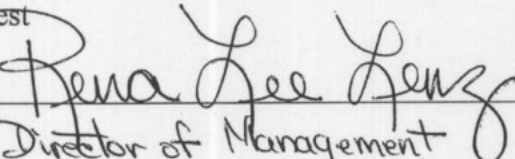
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CHAMPAIGN-URBANA
MASS TRANSIT DISTRICT

By 
William L. Volk
Managing Director

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

By _____
Comptroller

Attest
By 
Director of Management
Information

Attest
By _____
Secretary

12

By _____
Pamela Voitik
Director of Campus Services

By _____
Richard Herman
Provost

By _____
Elaine McCoy
Director, Institute of Aviation

APPROVED AS TO FORM:

By _____
Legal Counsel

UNIVERSITY OF ILLINOIS
AT URBANA-CHAMPAIGN

Institute of Aviation

Office of the Director
University of Illinois-Willard Airport
One Airport Road
Savoy, IL 61874



February 27, 2004

Mr. William Volk
Champaign-Urbana MTD
1101 East University
Urbana, IL 61802

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Dear Mr. Volk:

Last week Ted Gonsiorowski and I met with Tom Costello and Mike Stubbe regarding the amendment to the current agreement to provide the "Air Bus" service to the Inst. of Aviation and Willard Airport. The attached amendment has been prepared per our discussion. The main points of this amendment are that we end the current period of the agreement on the same date as the master agreement with the University and that we allow either party of the agreement to unilaterally end the agreement with a one-year advance notice. Please review and sign all three copies of the enclosed agreement and return them to me at the address shown above. If you have any questions, you may contact me or Ted Gonsiorowski, who has been working as the liaison in this matter for Dr. Elaine McCoy, Director of the Institute of Aviation and Willard Airport.

Sincerely,

Bill Ferguson
Associate Director for Finance

Attachment: MTD "Air Bus" Amendment for UIUC Inst. of Aviation/Willard Airport