

**GREATER LAFAYETTE PUBLIC TRANSPORTATION CORPORATION  
BOARD MEETING NO. 715**

**DATE:** June 24, 2026

**TIME:** 5:00PM

**PLACE:** 1250 Canal Rd. Lafayette, IN. 47904 Conference Room

**MEETING CHAIR:** Mike Gibson

**TEAMS INFORMATION:** [Join the meeting now](#)

**Meeting ID:** 243 427 973 498 61

**Passcode:** n2Bx3eY6

**AGENDA**

Item

1. Communications and Announcements
2. Public Comment
  - 2.1. Comments on the Agenda – 5 minutes
3. Review and Approval of Agenda Items and Minutes
  - 3.1. Review and Approval of Agenda of Meeting No.715 held on June 24, 2026 (pg.1)
  - 3.2. Review and Approval of Minutes of Meeting No.714 held on May 27, 2026 (pg.3)
4. Old Business
  - 4.1 Collect names for the Board Bylaws Committee
  - 4.2 Attain MOU Presentation
  - 4.3 Approval of the CityBus Attain MOU (Exhibit 1 pg.6)
5. New Business
  - 5.1. Approval to Authorize CEO to award Intueor the Fleet Maintenance and Operations Consulting RFP and sign contract pending final legal review (Exhibit 2 pg.10)
  - 5.2. Approval of AgaveHR Amendment (Exhibit 3 pg.46)
  - 5.3. Approval to Authorize CEO to sign contract with Horizon and Muinzer Apartments for Express Service Contracts(Exhibit 4 pg.47)
  - 5.4. Review CityBus 2030+ Service Changes Options
  - 5.5. Consideration of claims list numbering 41868 through 41936, in the amount of \$578,451.59 (pg.63)
  - 5.6. Consideration of payroll for May 1, 2026, through May 31, 2026, in the amount of \$1,344,590.17 (pg.65)
6. Board and Staff Reports
  - 6.1. Chief Executive Officer Report (pg.66)
7. Public Comments
  - 7.1. 3 minutes per speaker

8. Adjournment

8.1. Next meeting is Wednesday, July 22, 2026, at 5PM in the GLPTC Conference Room.

**GREATER LAFAYETTE PUBLIC TRANSPORTATION CORPORATION  
BOARD MEETING NO. 714  
MEETING MINUTES**

**DATE:** May 27, 2026

**Present:** Mike Gibson, Chair  
**Board** Angel Valentin, Treasurer  
Julie Ginn  
Jacques Vanier

**Present:** Bryan D. Smith: Chief Executive Officer  
**Staff** Joanne Zhang: Chief Financial Officer  
Ron Peters: Operations Manager  
Dusty Sturgeon, Human Resources Manager  
Shelby Yeaman: Customer Experience Manager  
Brian Karle: Attorney

**Guests:** Nathan Snyder

Chair, Mr. Mike Gibson, called meeting No.714 to order at 5:00PM in the GLPTC Board Room, 1250 Canal Road.

**COMMUNICATIONS & ANNOUNCEMENTS**

**PUBLIC COMMENT**

**REVIEW AND APPROVAL OF AGENDA ITEMS AND MINUTES**

Mr. Angel Valentin made the motion to approve the amended agenda, removing 5.3 which is approval of the CityBus Attain MOU, of meeting No.714 held on May 27, 2026. Ms. Julie Ginn seconded the motion. The motion was carried by a vote of 4 ayes and 0 nays.

Mr. Jacques Vanier made a motion to approve the minutes of meeting No.713 held on April 22, 2026. Ms. Julie Ginn seconded the motion. The motion carried by a vote of 4 ayes and 0 nays.

**OLD BUSINESS**

Mr. Smith gave the board a reminder of the Board Committee that will focus on creating new Board Bylaws. No names are needed at this moment, but Mr. Smith requests that board members think about whether they'd like to be a part of this committee. Mrs. Shelby Yeaman will send out an email reminder prior to the June board meeting. There can be max three (3) board members on the committee.

**NEW BUSINESS**

Ms. Julie Ginn made the motion to approve the Tip Amendment. Mr. Jacques Vanier seconded the motion. The motion was carried by a vote of 4 ayes and 0 nays.

APC reached out to CityBus to see if we had interest in accepting money, as they did not have use for it and if it didn't get used, they'd lose it, to create a crosswalk at Paramount and Sagamore in West Lafayette. CityBus already provides services in this area, and this specific section is a consistent safety issue. There is already a bus shelter on the other side of the road, so CityBus would use this money to assist with the crosswalk, and we'd add a bus shelter on the North side as well. INDOT is already building sidewalks along Sagamore Parkway going all the way to Meijer. INDOT will run all of the construction, project managing, and make sure all documentation and testing is collected and done, and this is great for CityBus because we will not have to pay an external source to do this project management for us.

Per FTA, we cannot use these funds like we'd like, so this TIP is requesting to take APC funds and use it for bus purchases while we take 5307 money, which we'd originally use for purchases, to put towards the crosswalk project. This project is projected to start in 2028.

Mr. Jacques Vanier inquired about budgeting and whether or not INDOT could go over what we have budgeted for the project. Mr. Smith answered that INDOT will have engineers go out and estimate the cost of the work, and then the bid INDOT will put out will be at a not to exceed amount. The chances that this work goes over the not to exceed isn't impossible, but it would be very slim chances.

Mr. Angel Valentin made the motion to approve the GM Development BOT Amendment. Mr. Jacques Vanier seconded the motion. The motion was carried by a vote of 4 ayes and 0 nays.

GM Developments original BOT contract stated the fueling station would be completed at the end of March, 2026. Due to the compressor continuing to be delayed, GM Development has requested pushing the completion date to be the end of September, 2026, now. Mr. Smith was able to negotiate with GM Development and we are currently holding over \$1Million in invoices. One reason for this is due to the continued delay, but also these invoices are coming from the 2024 Low-No Grant.

Mr. Smith stated that our 2024 Low-No Grant funds have been held up for over one (1) year now and they are currently held up in the DC Offices. Mr. Smith has been in contact and we now currently have a representative from Senator Banks office checking in weekly on our grant status. GM Development understands and is "ok" with CityBus holding their invoices so long as we are good pushing back the completion date.

Mr. Angel Valentin made the motion to approve the plans for Facility Retrofit for Hydrogen. Ms. Julie Ginn seconded the motion. The motion was carried by a vote of 4 ayes and 0 nays.

As part of the 2023 Low-No Grant, some of the funds are to help make upgrades to our facility to help detect hydrogen leaks, which will go along with our already CNG detectors. We already have most of the equipment set up and the biggest thing will be changing the current detector with one that can detect both hydrogen and CNG. The main focus areas for these detectors will be placed in Bay 1, which is where we do major maintenance on the buses, the wash bay, and one single bay where all four (4) hydrogen buses will be housed each evening.

Per our procurement policy and per FTA, we need board approval for anything over \$100,000. DLZ will help run the procurement and they also came up with the plans that we need that will be the scope for the bid.

The board considered approval of the claims list numbering 41788 through 41867, in the amount of \$710,903.81. Mr. Angel Valentin made the motion to approve the claims, and Ms. Julie Ginn seconded the motion. The motion was carried by a vote of 4 ayes and 0 nays.

The board considered approval of payroll for April 1, 2026, through April 30, 2026, in the amount of \$890,003.52. Mr. Angel Valentin made the motion to approve payroll and Ms. Julie Ginn seconded the motion. The motion was carried by a vote of 4 ayes and 0 nays.

## **BOARD AND STAFF REPORTS (CEO REPORT)**

Mr. Bryan Smith let the board know we sent operator Walter Wilson IV to the APTA Rodeo, which was the first operator to go in six (6) years. Walter did an amazing job, and it was a great experience with lots of takeaways. Fleet Manager Shawn Coffman, Safety and Security Specialist Adam Bradley, and CEO Bryan Smith attended alongside Walter and went to the conference. Mr. Smith also participated in a panel discussion.

Mr. Smith left the Mobility Conference early to attend the GLC fly-in event in DC and was able to meet Senator Banks personally, which does not usually happen, nor are people really given the opportunity when they attend the legislative conference. GLC is hopeful they will do a fly-in every 10-12 months.

CityBus hosted an in-person Risk Assessment with our new insurers. They gave us a checklist prior to their visit, and the things on it were either doing but maybe not the best, or it was something we needed to start doing. The visit as a whole went well, no surprises, and Mr. Smith will share the report when we receive it.

Mr. Smith purchased a book for all board members. There are many ideas within the book that match Mr. Smith's ideas on planning.

## **PUBLIC COMMENTS**

## **ADJOURNMENT**

With there being no further business to be transacted, Ms. Julie Ginn made the motion to adjourn. Mr. Angel Valentin seconded the motion. The motion was carried by a vote of 4 ayes and 0 nays at 5:55PM. The next regular Board Meeting is scheduled for Wednesday, June 24, 2026, at 5:00PM, in the GLPTC Board Room, 1250 Canal Road.



Mr. Angel Valentin, Secretary  
CityBus Board of Directors

06/04/2026

Date:

## **LOCAL FUNDING PAYMENT AGREEMENT**

This Local Funding Payment Agreement (the “Agreement”) is entered into effective as of \_\_\_\_\_, 2026, by and between CityBus (“CityBus”) and NEORide, a regional Council of Governments established in Ohio (“NEORide”). NEORide and CityBus will be referred to individually as a “Party” and collectively as “Parties” within this Agreement.

**WHEREAS**, NEORide was awarded Two Million Dollars (\$2,000,000.00) in funding from the Federal Highway Administration (“FHWA”) for their ATTAIN Grant (the “Grant”);

**WHEREAS**, the Grant agreement between FHWA and NEORide is attached hereto as Exhibit A to this Agreement and incorporated fully herein;

**WHEREAS**, the Grant requires a twenty percent (20%) match requirement, making the total match requirement Four Hundred Thousand Dollars (\$400,000.00) between all NEORide Members who are participating in the Grant;

**WHEREAS**, the match requirement is being paid for by various NEORide Members, including CityBus, who are participating in the Grant; and,

**WHEREAS**, this Agreement outlines CityBus’s responsibilities relative to its match funding to meet the match requirements of the Grant.

**NOW, THEREFORE**, in consideration of the promises made and exchanged herein, the Parties agree as follows:

1. **Local Match Payment.** CityBus agrees to pay NEORide Seventy Five Thousand Dollars (\$75,000.00) (the “Local Match Payment”). This amount represents CityBus’s share of the local match funds required under the Grant.

NEORide will invoice CityBus for the Local Match Payment. CityBus shall pay NEORide’s invoice within thirty (30) days after receipt.

2. **ATTAIN Grant Participation.** Upon completion of the payment outlined in Section 1, CityBus shall be eligible to participate in the Grant and Grant-related activities.
3. **Confidential Information.** Each party agrees to obtain prior written consent before disclosing any of the other party's Confidential Information. Each party further agrees to use the other's Confidential Information only in connection with this Agreement. Each party further agrees to protect the other party's Confidential Information using the measures that it employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care.

In the event NEORide receives a request for CityBus’s Confidential Information, including this Agreement and the terms and conditions contained herein, under Ohio’s Public Records Act (R.C. 149.43), or in connection with judicial, arbitral or other action at equity

or law (“Legal Action”), NEORide agrees to provide CityBus timely notice of such a request and to assist CityBus in seeking to protect its Confidential Information under any applicable public records exemption, or in connection with Legal Action, under any applicable legal basis and/or to obtain a protective order, to the extent possible under applicable law.

CityBus agrees and understands that NEORide is the sole entity that determines whether items constitute a public record under Ohio law. Notwithstanding the preceding sentence, if NEORide and CityBus disagree over whether a public records requests or other request for documents involves CityBus’s Confidential Information, CityBus may file a Declaratory Judgment Action in the Medina County Court of Common Pleas pursuant to Chapter 2721 of the Ohio Revised Code. CityBus shall file its Declaratory Judgment Action within five (5) business days after receipt of NEORide’s written notice that requested information does not constitute Confidential Information. NEORide and CityBus are separately responsible for any fees incurred relative to any Declaratory Judgment action filed pursuant to this Section.

4. **Notices.** Any notices that either of the Parties may need to deliver to the other Party shall be sent as follows:

If to NEORide, via Certified US Mail to:

NEORide

ATTN: Katherine Conrad

One Park Center Drive, Suite 300

Wadsworth, Ohio 44281

If to CityBus, via Certified US Mail to:

City Bus

ATTN: Bryan Smith

1250 Canal Rd

Lafayette, IN 47904

5. **Force Majeure.** If a Party’s performance of obligations under this Agreement is materially hampered, materially interrupted, or materially interfered with for unforeseen reasons entirely outside of its control including, but not limited to: fire, casualty, lockout, strike, labor conditions, utility or telecommunications provider service interruption, unavoidable accident, riot, war, earthquake, landslides, public health pandemic, disease, or other acts of God; or by the enactment, issuance, or operation of any municipal, county, State, or federal law, ordinance or executive, administrative, or judicial regulation, order or decree (except that of NEORide acting in its commercial or contracting capacity); or by any local or national emergency, the impacted party shall employ all reasonable mitigation measures; to the extent that a Party’s performance remains materially hampered, interrupted or interfered with notwithstanding such mitigation, and provided that the Party impacted has provided to the other Party notice within seven (7) days of commencement of event materially impeding performance, such Party shall be excused from performance of this Agreement; and to the extent NEORide is the impacted Party, NEORide will not be

responsible for payment of services not yet rendered but shall not be excused from responsibility for payments for work performed or Services provided.

6. **Independent Contractor.** It is the express intention of the Parties that the Parties are independent contractors, and that CityBus is not an employee, agent, joint venturer, or partner of NEORide, and that CityBus is not an employee, agent, joint venturer or partner of NEORide. Neither party can bind the other to any agreement absent express written approval.
7. **Conflicts of Interest.** CityBus represents and warrants the following:
  - a. **No Current or Prior Conflict of Interest.** That CityBus has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
  - b. **Notice of Potential Conflict.** If any such actual or potential conflict of interest arises under this Agreement, CityBus shall immediately inform NEORide in writing of such conflict.
  - c. **Termination for Material Conflict.** If, in the reasonable judgment of NEORide, such conflict poses a material conflict to and with the performance of CityBus's obligations under this Agreement, then NEORide may terminate the Agreement immediately upon written notice to CityBus; such termination of the Agreement shall be effective upon the receipt of such notice by CityBus.
8. **Interest of Members of Congress.** No member of, or delegate to, the Congress of the United States shall share a part of this Agreement or benefit arising therefrom.
9. **Incorporation of RFP Response and FTA Terms.** CityBus further agrees to abide by the additional Federal clauses set forth by the Federal Transit Administration, attached hereto as Appendix A and incorporated into this Agreement as if fully rewritten herein. By signing this Agreement, CityBus hereby certifies that it has reviewed Appendix A in its entirety and agrees to be bound by its terms.
10. **Access to Records.** NEORide shall have access to any books, records, and documents of CityBus that are reasonably related to this Agreement for audits, examinations, excerpts, and transcripts, and copies thereof shall be furnished upon reasonable advance request, during the period the Agreement is in effect and for three years after the Agreement terminates or expires, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case CityBus agrees to maintain same until NEORide has disposed of all such litigation, appeals, or claims related thereto.
11. **Applicable Law.** This Agreement shall be governed by the laws of the State of Ohio.

12. **Choice of Forum.** All claims, counterclaims, disputes and other matters arising out of or correlating to this Agreement, or its breach will be decided in a court of competent jurisdiction within Medina County, Ohio, or for federal matters, within the United States District Court for the Northern District of Ohio.
13. **Captions.** Captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, instruction or meanings and are in no way intended to be construed as part of this Agreement.
14. **Severability.** If any Clause of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
15. **Counterparts.** The Parties agree this Agreement may be executed by facsimile or email and in multiple PDF counterparts by the parties, and the counterparts shall collectively constitute a single, original document, even though the signatures may not appear on the same page.
16. **Entire Agreement; Modification.** This Agreement, including referenced attachments, constitutes the complete and exclusive understanding and agreement of the Parties and supersedes all prior promises, understandings, and agreements, whether written or oral, concerning the subject matter hereof.

## SIGNATURES

Each Party hereby represents and warrants to the other Party that it has the right, power, legal capacity, and authority to enter into and perform its obligations under this Agreement and that the signature and execution of this Agreement have been duly authorized.

# Greater Dayton Transit Authority

# NEORide

|              |      |
|--------------|------|
| Bryan Smith  | Date |
| CEO, CityBus |      |

Katherine Conrad  
Executive Director, NEORide

Barbara Rhoades  
Fiscal Agency, NEORide

Ryan Spitzer  
Legal Counsel, NEORide

Date

**TO:** Board of Directors

**FROM:** Bryan D. Smith

**DATE:** June 9, 2026

**RE:** Recommendation for Award

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CityBus issued an RFP in February for Fleet Maintenance and Operations strategic planning using best practices.

The objective of the solicitation is to partner with CityBus leadership and staff to review current fleet maintenance and operations practices, identify opportunities for improvement, and provide practical, industry-informed recommendations that strengthen existing processes and support team success. The work would also include creation of a five-year plan for implementation and for capital purchases to maintain assets in a state of good repair.

This project will be funded by 80% federal funds and 20% local funds.

Eight vendors submitted proposals, and three were selected for interviews.

Shawn Coffman, Ron Peters, and I interviewed the three firms, ranking them on the criteria called out in the RFP which included industry experience, price, familiarity with CityBus software platforms, and clarity of proposal.

We determined that Intueor Consulting represented the best combination of experience, price, and familiarity with our existing systems and is our recommendation for award by the Board.

I request the Board authorize me to execute a contract with Intueor Consulting for an initial two-year contract, with options for three one-year renewals for a cost not to exceed \$350,000 (\$70,000 local funds). This amount is intended to cover at least the initial contract period. Should additional funds be needed, a request will be brought back for Board authorization.

The scope of work, contract, and Intueor's response are attached.



**GREATER LAFAYETTE PUBLIC TRANSPORTATION CORPORATION  
(CityBus)**

**Section 4: Master Agreement**

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**MASTER SERVICES AGREEMENT  
BETWEEN GREATER LAFAYETTE PUBLIC TRANSPORTATION CORPORATION  
AND \_\_\_\_\_**

This Agreement is made by and between Greater Lafayette Public Transportation Corporation, 1250 Canal Road, Lafayette, Indiana 47904, hereinafter referred to as GLPTC and \_\_\_\_\_, hereinafter referred to as "Contractor", and collectively referred to as the "Parties".

In consideration of our mutual promises and understandings as hereinafter set forth, it is mutually understood and agreed as follows:

**1. Term:**

- a. The term of this Agreement shall be effective \_\_\_\_\_ through \_\_\_\_\_, unless terminated sooner as provided herein.

**2. Scope:**

- a. During the term of this Agreement, Contractor shall provide to GLPTC the professional services (the "Services") set forth in Attachment(s) or referred to in future attachments stated as Scope of Work(s) ("SOW") which shall be executed by duly authorized individuals of both GLPTC and Contractor and numbered sequentially as deemed necessary by GLPTC.
- b. Contractor will be readily available to provide and complete the Services in accordance with a mutually acceptable schedule.
- c. Contractor agrees that, in furnishing the Services, it shall be acting as an independent contractor in relation to GLPTC and not as an employee or other agent of GLPTC.
- d. Contractor shall have no authority to act for or on behalf of GLPTC or to bind GLPTC without GLPTC's prior express written consent. Contractor acknowledges that it is responsible for its own federal, state, and local income, social security, unemployment, and all other applicable taxes.

**3. Compensation:**

- a. The fee for the services shall be in accordance with a current service fee and discount schedule according to the terms laid out in the SOW and will not exceed or aggregate total of \$\_\_\_\_\_.

**4. Contractor Personnel:**

- a. Contractor shall, at all times, employ qualified and sufficient personnel to perform the contracted services in the manner and within the period of time requested by GLPTC. Contractor further understands that GLPTC has relied on the qualifications and experience of Contractor personnel as the primary basis for awarding this Agreement.

**5. No Federal Government Obligation to Third Parties:**

- a. GLPTC and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to GLPTC, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.
- b. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**6. Prohibition of Discrimination in State Contracts:**

- a. In accordance with I.C. 22-9-1-1, et seq., The Contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, the Contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
- b. The Contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- c. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
- d. The Contractor or their collective bargaining representative will send to each labor union or representative of workers with which they have a collective

bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments.

- e. The Contractor will comply with all relevant published rules, regulations, directives, and orders of the Indiana Civil Rights Commission, which may be in effect prior to the taking of proposals for any individual state project.
- f. The Contractor will furnish and file compliance reports within such time as upon such forms as provided by the Indiana Civil Rights Commission, said forms may also elicit information as the practices, program, and employment statistics of each subcontractor as well as the Contractor themselves, and said Contractor will permit access to their books, records, and accounts by the Indiana Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Indiana Civil Rights Commission.
- g. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Indiana, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
- h. The Contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Indiana Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

## **7. Program Fraud and False or Fraudulent Statements or Related Acts:**

- a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it

has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.
- c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### **8. Public Disclosure of Proposals and Materials:**

- a. Access to government records, including those held by CityBus, is governed by the State of Indiana.
- b. Proposals, documents, and material pertaining to this RFP become the property of CityBus and shall be open to public inspection.
- c. Proposers are advised that any Proposals, documents, and material they submit to CityBus in response to this RFP or in pursuit of a government-funded contract are open to public inspection. This includes, but is not limited to, Proposals, documents, and material that the Proposer may deem to be confidential or proprietary in nature.
- d. Under the State of Indiana Freedom of Information Act (FOIA), CityBus is obligated to provide access to, or copies of, material it has in its possession when another party makes a FOIA request. CityBus is not allowed to withhold or redact material that the Proposer may find sensitive even if the Proposer identifies the material as confidential, propriety, trade secret, etc.
- e. Proposers should assume that any material they submit to CityBus will be shared with the public.

- f. CityBus will not notify Proposers or Contractors when a FOIA request is made for information it provided to CityBus.
- g. In the event that CityBus needs to view confidential or proprietary information such as, but not limited to, financial statements, schematics, designs, etc., CityBus will view the material in person. In such cases, the Proposer may be required to bring the material to CityBus's offices for viewing. At other times, CityBus staff may view the material in the Proposer's place of business or at another site.
- h. It is the Proposer's responsibility to provide as complete a Proposal as possible so that CityBus may properly evaluate the Proposer for selection of award. Proposers are invited to indicate in their Proposal or other documents that material pertinent to the Proposer's ability or capacity is available for viewing. However, Proposals that, in CityBus's sole opinion, are too heavily dependent on viewing material and provide little written material on which CityBus may evaluate the Proposer, may receive lower evaluation scores and the Proposer will not be considered further.
- i. CityBus is under no obligation to meet with or view material from Proposers whose Proposals do not fall within a competitive range after evaluation.

#### **9. Publicity:**

- a. All publicity releases or releases of reports, papers, articles, maps, or other documents in any way concerning this Contract, which the Contractor or any of its subcontractors' desire to make for purposes of public announcement, in whole or in part, shall be subject to approval by the CityBus's Project Manager, or designee, prior to release.

#### **10. Contract Documents and Precedence:**

- a. The documents embodying the legally binding obligations between CityBus and the Contractor for the work to be performed under the Contract consist of the documents listed below. The Contract documents constituting the Contract between CityBus and the Contractor are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, they shall take precedence in the following order:
  - i. The Contract, together with any written change orders or amendments executed subsequent to the Contract, attached exhibits which are part of the Contract as well as documents incorporated in the Contract by reference.
  - ii. CityBus's Specifications and all Terms and Conditions incorporated in the Contract by reference.
  - iii. The Contractor's Proposal, as accepted by CityBus.

- b. CityBus's Solicitation Package
- c. In CityBus's discretion, an agreement covering terms appropriate for a Contract of this nature not covered in this Request for Proposal and the Contractor's Proposal.

**11. Contract Change:**

- a. Any proposed change in this Contract shall be submitted to CityBus for its prior approval.

**12. Written Change Orders:**

- a. Oral change orders are not permitted. No change in this Contract shall be made unless the Contracting Officer gives prior written approval therefore. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the Contract and signed by the Contracting Officer.

**13. Change Order Procedure:**

- a. As soon as reasonably possible but no later than thirty (30) calendar days after receipt of the written change order to modify the contract, the Contractor shall submit to the Contracting Officer a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the Contractor and the Contracting Officer. At the time a detailed modification shall be executed in writing by both parties. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with the contract disputes clause.

**14. Price Adjustment for Regulatory Changes:**

- a. If price adjustment is indicated, either upward or downward, it shall be negotiated between CityBus and the Contractor for changes that are mandatory as a result of legislation or regulations that are promulgated and become effective after the Due Date. Such price adjustment may be audited, where required.

**15. Parties:**

- a. The parties to the contract are the Procuring Agency and the Offeror as set out in the accepted Offer.

**16. Succession:**

- a. The Contract will be binding on the parties, their successors, and assigns.

**17. Termination for Default:**

- a. If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, GLPTC may terminate this contract for default. GLPTC shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.
- b. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of GLPTC.

**18. Incorporation of FTA Terms:**

- a. This contract shall be subject to a financial assistance contract between GLPTC and the United States Department of Transportation under the Urban Mass Transportation Act of 1964, as amended. Terms and conditions established under the act shall apply.

**19. Remedies:**

- a. Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, GLPTC will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before GLPTC takes action contemplated herein, GLPTC will provide the Contractor with sixty (60) days written notice that GLPTC considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

**20. Disputes:**

- a. In the event of any dispute or disagreement arising out of or related to this Agreement, the Parties agree to engage in good faith negotiations to attempt to resolve such dispute or disagreement. If the Parties are unable to resolve the dispute through negotiations within fourteen (14) days, either Party may initiate mediation. The mediator will be chosen by mutual agreement of the Parties and will have no decision-making authority. The Parties will share equally in the cost of the mediator. If mediation is unsuccessful in resolving the dispute, either Party may pursue any legal remedies available to it. Nothing in this paragraph shall prevent either Party from seeking injunctive relief from the Court.

**21. Performance during Dispute:**

- a. Unless otherwise directed by GLPTC, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**22. Remedies:**

- a. Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the GLPTC and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the GLPTC is located.

**23. Indemnification:**

- a. Subject to any limitations, protections, or immunities under local, state, or federal law, Contractor agrees to indemnify GLPTC, and its trustees, officers, agents, servants, employees, successors or assigns ("Indemnified Parties") and hold the Indemnified Parties harmless from and against all liability, losses, damages, claims, liens, and expenses (including reasonable attorneys' fees) arising out of or connected with the services performed, Contractor's breach of this Agreement, or resulting from damages incurred by GLPTC by reason of any defect in services furnished hereunder (collectively "Indemnifiable Losses") to the proportionate extent that such damages or injuries are caused by Contractor's negligence or willful misconduct, excepting such liability as may result from the acts of negligence of GLPTC or its employees or any other person or entity for whom Contractor is not responsible.

**24. Insurance:**

- a. Contractor and/or its subcontractor(s), if any, shall maintain in force during the period of this Agreement, as appropriate, either (a) commercial general liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence, or (b) professional liability for negligence, bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence.
- b. If work is specified to be conducted on GLPTC's premises, Contractor and/or its subcontractor(s), if any, shall maintain in force during the period of such work the following coverages: (a) worker's compensation, as required by the laws of the State of Indiana; (b) automobile liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence.
- c. Contractor and/or its subcontractor(s) shall furnish GLPTC a Certificate of Insurance as proof of insurance coverage required in this Section 15 prior to commencement of the work. Contractor shall name GLPTC as additional insured.

**25. Conflict of Interest:**

- a. An Indiana criminal statute (IC 35-44.1-1-4) prohibits public servants from knowingly or intentionally having a pecuniary interest in, or deriving a profit from, any Agreement or purchase connected with an action by the governmental entity which such person serves, with certain stated exceptions. Accordingly, if any person having any interest in Contractor is an officer or employee of GLPTC, disclosure of this fact must be made so that the possible application of this statute may be investigated.

**26. Registration:**

- a. Indiana business corporation law requires that certain foreign corporations (i.e., corporations not incorporated under Indiana law) organized for profit, if not already qualified to transact business in Indiana, must procure a certificate of admission from the Secretary of State of Indiana, before transacting any business in said State. Information concerning this statute and its administration, and penalties for non-compliance, may be obtained through the Office of the Secretary of State.

**27. Force Majeure:**

- a. In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy its benefits because of natural disaster, epidemic, pandemic or decrees of governmental bodies not the fault of the affected party (hereinafter referenced to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement with immediate effect.

**28. Survival:**

- a. The following sections shall survive termination of this Agreement:
  - i. No Federal Government Obligation to Third Parties
  - ii. Access to Records and Reports
  - iii. Incorporation of FTA Terms
  - iv. Indemnification

**29. Notices:**

- a. Any notice or other correspondence required or permitted to be given pursuant to this Agreement will be in writing and will be deemed to have been given if: (a) served personally, (b) sent by facsimile with confirmation of receipt, or (c) sent by first class mail, postage prepaid, to the addresses set forth below or to such other addresses as either party hereto may designate by notice to the other party.

GLPTC  
 Greater Lafayette Public  
 Transportation Corp.  
 1250 Canal Road  
 Lafayette, IN. 47904  
 Attn: Bryan D. Smith  
 Email: bsmith@gocitybus.com

## **Contractor Information**

### **30. Governing Law: Exclusive Jurisdiction; Exclusive Venue:**

- a. This Agreement is entered into in Indiana and shall be governed by and construed in accordance with the substantive law (and not the law of conflicts) of the State of Indiana. Courts of competent authority located in Tippecanoe County, Indiana shall have sole and exclusive jurisdiction of any action arising out of or in connection with this Agreement, and such courts shall be the sole and exclusive venue for any such action. Where possible, each provision of this Agreement should be interpreted in such a manner as to be effective and valid and in compliance with applicable federal law. The parties acknowledge that this Agreement is the product of negotiation and among sophisticated business entities and, in the event of any litigation, the Agreement and any ambiguities herein shall not be construed against the "drafter" on the basis that one party drafted this Agreement.

### **31. General:**

- a. In the event any party hereto pursues litigation to enforce this Agreement then, the prevailing party is entitled to recover reasonable attorneys' fees and court costs. If any provision of this Agreement is declared to be invalid by a court of competent jurisdiction, such provision shall be severed from this Agreement and the other provisions hereof shall remain in full force and effect. This Agreement contains the entire understanding of the parties with respect to the matter contained herein. There are no promises, covenants or undertakings other than those expressly set forth herein. Amendments, modifications or changes of or to this Agreement must be made in writing and signed by a duly authorized representative of both parties. Neither party may assign any rights under this Agreement. Subject to the foregoing sentence, this Agreement shall be binding upon GLPTC and Contractor, their successors and assigns.

### **32. FEDERAL TAX LIABILITY AND FELONY CONVICTIONS:**

- a. The Contractor certifies that it:
  - i. Does not have any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

- ii. Was not convicted of a felony criminal violation under any federal law within the preceding 24 months.
- b. Flow Down. Contractor shall include these required certifications in each subcontract entered into as part hereof.

### **33.ACCESS TO RECORDS AND REPORTS:**

- a. Record Retention. The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the Contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors' access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

### **34.CHANGES TO FEDERAL LAWS AND REGULATIONS:**

- a. The Contractor understands that Federal laws, regulations, policies, and related administrative practices applicable to this Agreement on the date the Agreement was executed may be modified from time to time. If changes or modifications are made to any applicable laws, regulations, policies and/or practices which cause a change in Contractor's services or impact the cost of Contractor's services, Contractor shall be entitled to an equitable adjustment pursuant to the change order procedure set forth in this Agreement.
- b. The Contractor agrees that the most recent of such Federal requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in the Agreement of a contrary intent. Likewise, new

Federal laws, regulations, policies, and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement.

- c. To achieve compliance with changing Federal requirements, the Contractor agrees to include in all agreements with subrecipients, and third-party contracts financed with FTA assistance specific notice that Federal requirements may change, and the changed requirements will apply to the project as required. All standards or limits set forth in this Agreement to be observed in the performance of the Project are minimum requirements.

### **35. CIVIL RIGHTS AND EQUAL OPPORTUNITY:**

- a. GLPTC is an Equal Opportunity Employer. As such, GLPTC agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, GLPTC agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.
- b. Under this Agreement, the Contractor shall at all times comply with the following requirements identified in Section 23 (Nondiscrimination), Section 24 (Race, Color, Religion, National Origin, Sex), Section 25 (Age), and Section 26 (Disabilities) of this Agreement, and shall include these requirements in each subcontract entered into as part thereof.

### **36. NONDISCRIMINATION:**

- a. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b. **RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX:**
  - i. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

- ii. The Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- iii. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**c. AGE:**

- i. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**d. DISABILITIES:**

- i. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**37. DISADVANTAGED BUSINESS ENTERPRISE (DBE):**

- a. The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as GLPTC deems appropriate, which may include, but is not limited to:
  - i. Withholding monthly progress payments;
  - ii. Assessing sanctions;
  - iii. Liquidated damages; and/or

- iv. Disqualifying the Contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

### **38. SEAT BELT USE AND DISTRACTED DRIVING:**

- a. Seat Belt Use. The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or GLPTC.
- b. Distracted Driving. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

### **39. PROHIBITION ON COVERED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE:**

- a. The parties agree that this Agreement is not for the purpose of procuring or obtaining equipment, services, or systems that use covered telecommunications equipment or services as described by Public Law 115-232, section 889

### **40. PATENT RIGHTS AND INVENTIONS DEVELOPED UNDER FEDERALLY ASSISTED AGREEMENTS:**

- a. This Project is funded through a federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and data rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 CFR part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements) and any implementing regulations issued by FTA or U.S. DOT.
- b. The terms of any intellectual property agreement and software license rights will related to this Contract and shall, at a minimum, include the following restrictions:
  - i. Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

- c. For purposes of this Contract, the term “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of “subject data” include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.
- d. The federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Federal Government Purposes,” any subject data or copyright described below. “Federal Government Purposes” means use only of the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its federal license to any other party.
  - i. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
  - ii. Any right of copyright purchased by the Contractor using federal assistance in whole or in part by the FTA.
- e. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
- f. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- g. Nothing contained in this Contract on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- h. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into

work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

- i. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

#### **41. DOMESTIC PREFERENCES; BUY AMERICA REQUIREMENTS:**

- a. The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR part 661 and 2 CFR § 200.322 domestic preferences and procurements, which provide that federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR § 661.7.
- b. Build America, Buy America Act. Construction materials used in the project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy American Preferences for Infrastructure Projects," 2 CFR Part 184. This Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.(a), the standards of 49 CFR Part 661 shall be applied to iron, steel, and manufactured products.

#### **42. PROCUREMENT OF RECOVERED MATERIALS:**

- a. The parties shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

#### **43. TERMINATION FOR CONVENIENCE:**

- a. GLPTC, by written notice, may terminate this contract, in whole or in part, when it is in GLPTC's interest. If this contract is terminated, GLPTC shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

#### **44. OPPORTUNITY TO CURE:**

- a. GLPTC, pursuant to Paragraph 31 of this Agreement, in the case of a termination for breach or default, will allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.
- b. If Contractor fails to remedy to GLPTC's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after

receipt by Contractor of written notice from GLPTC setting forth the nature of said breach or default, GLPTC shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude GLPTC from also pursuing all available remedies against Contractor and its sureties for said breach or default.

**45. NOTIFICATION OF FRAUD, WASTE, ABUSE, OR MISCONDUCT:**

- a. The parties shall promptly notify the U.S. DOT Inspector General, in addition to the FTA Chief Counsel or Regional Counsel for the region in which GLPTC is located, if the party has knowledge of potential fraud, waste, or abuse occurring on a project receiving assistance from the FTA—specifically, if a person (i) has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq. or (ii) has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. For purposes of this section, “knowledge” includes but is not limited to knowledge of a criminal or civil investigation by a federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that court support a criminal indictment, or any other credible information in the possession of the parties.
- b. Flow Down. Contractor shall include these requirements in each subcontract entered into as part hereof.

**46. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:**

- a. The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:
  1. Debarred from participation in any federally assisted Award;
  2. Suspended from participation in any federally assisted Award;
  3. Proposed for debarment from participation in any federally assisted Award;
  4. Declared ineligible to participate in any federally assisted Award;
  5. Voluntarily excluded from participation in any federally assisted Award; or
  6. Disqualified from participation in any federally assisted Award.

- b. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:
  - i. The certification in this clause is a material representation of fact relied upon by GLPTC. If it is later determined by GLPTC that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to GLPTC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier-covered transactions.

#### **47. LOBBYING RESTRICTIONS:**

- a. The Contractor certifies, to the best of his or her knowledge and belief, that:
  - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this

certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**48. CLEAN AIR ACT AND FEDERAL WATER POLLUTION ACT:**

- a. The Contractor agrees to comply with all applicable standards, orders, or regulations pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies to contracts of amounts in excess of \$150,000:

- i. Clean Air Act

- 1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
    - 2. The Contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
    - 3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA

- ii. Federal Water Pollution Contract Act

- 1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
    - 2. The Contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
    - 3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

- b. The Contractor agrees:

- 1. It will not use any violating facilities;
    - 2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
    - 3. It will report violations of use of prohibited facilities to FTA; and

4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

**49. REMEDIES FOR BREACH OF CONTRACT:**

- a. In the event that GLPTC elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by GLPTC shall not limit GLPTC's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Signature Page to follow

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Master Services Agreement.

**CONTRACTOR**

**GREATER LAFAYETTE PUBLIC  
TRANSPORTATION CORPORATION**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:**

**Name:**

**Title:**

**Title:**

**Date:**

**Date:**



**GREATER LAFAYETTE PUBLIC TRANSPORTATION CORPORATION  
(CityBus)**

**Section 3: Scope of Work**

## **Section 3—Scope of Work: Fleet Maintenance and Operations Best Practices Consulting**

### **Objective**

To partner with CityBus leadership and staff to review current fleet maintenance and operations practices, identify opportunities for improvement, and provide practical, industry-informed recommendations that strengthen existing processes and support team success. The work would also include ongoing support for Fleet and Operations Managers to manage implementation of recommendations over time.

### **CityBus Budgetary Range:**

1. CityBus has established a budget of \$175,000 to \$225,000 for the initial effort in year one, and between \$50,000 and \$100,000 for each following year, again, depending on how much time is needed for implementation.

### **Key Areas of Focus**

#### **Fleet Maintenance**

##### **1. Preventive Maintenance Program**

- Review preventive maintenance schedules and practices.
- Recommend strategies to extend vehicle life and reduce downtime.

##### **2. Inventory and Parts Management**

- Evaluate parts ordering and inventory control systems.
- Suggest cost-effective and efficient inventory practices.
- Provide recommendations for disposal of out-of-date/unneeded inventory

##### **3. Fleet Planning**

- Provide recommendations for lifecycle planning and replacement strategies.

##### **4. Staffing and Training**

- Review maintenance staffing levels and skill growth opportunities.

- Recommend training programs or certifications to build expertise and confidence.

## **5. Technology and Tools**

- CityBus has chosen RTAFleet for maintenance software and anticipates using FleetWatch for fluid management
- Suggest modern solutions that fit budget and operational needs for issues beyond those two software solutions.
- Suggest process improvements using existing software.

## **Operations**

### **6. Staffing and Training**

- Review operations staffing levels and skill growth opportunities.
- Recommend training programs or certifications to build expertise and confidence.

### **7. Technology and Tools**

- High-level assessment of current CAD/AVL software and tools for usability and integration.
- Suggest process improvements using existing software.

### **8. Service Reliability and Scheduling**

- Review current scheduling practices and coordination with maintenance.
- Recommend strategies to minimize service disruptions and improve on-time performance.

### **9. Communication and Coordination**

- Evaluate communication between operations and maintenance teams.
- Suggest methods to improve collaboration and reduce delays.

### **10. Compliance and Safety**

- Ensure adherence to federal and state transit regulations for both operations and maintenance.
- Recommend safety protocols and documentation improvements.

## 11. Performance Metrics

- Develop KPIs for service reliability, maintenance efficiency, and cost control.
- Provide templates for ongoing monitoring and reporting.

## 12. Modernization and Best Practices

- Benchmark both maintenance and operations against industry standards.
- Create a prioritized improvement plan with short-term and long-term goals.

### Deliverables

- **Comprehensive Assessment Report** detailing findings and recommendations.
- **Fleet Summary** with lifecycle planning recommendations.
- **Process Improvement Plan** for maintenance and operations workflows.
- **Training Recommendations** for staff development.
- **Technology Review** with suggested software and tools.
- **Performance Metrics Framework** including KPI templates.
- **Modernization Roadmap** with prioritized short-term and long-term actions.
- **Presentation of Findings** to management and key stakeholders.
- **Ongoing support** to staff over the next year, with options to extend for additional year(s).

### Timeline

- **Phase 1:** Initial data collection, staff interviews, and document review.
  - **Estimated 4-6 weeks**
- **Phase 2:** On-site observations of maintenance and operations workflows.
  - **Estimated 2-4 weeks**
- **Phase 3:** Detailed analysis, benchmarking, and preparation of draft report.
  - **Estimated 6-8 weeks**

- **Phase 4:** Final report delivery and presentation of findings and recommendations.
  - **Estimated 2-4 weeks**
- **Phase 5—Ongoing:** Provide timeframe for implementation of recommendations, and implementation support to the Fleet and Operations Manager over the next year or more.

### Consultant Qualifications

- **Extensive experience** in fleet maintenance and transit operations for small to mid-sized urban systems.
- **Proven track record** of implementing best practices that improve efficiency and reliability.
- **Knowledge of industry standards** and compliance requirements for public transit agencies.
- **Familiarity with modern fleet management software** and operational planning tools.
- **Strong communication skills** to work collaboratively with staff and provide practical, actionable recommendations.

### Assumptions

Current software:

1. Inventory/Work Orders/PO/Requisitions is done in FleetNet, on paper, and in Excel. FleetNet is a legacy ERP system that is scheduled to be replaced by NetSuite through Oracle, but a start date has not been set for that project.
2. TripSpark is used for CAD/AVL for fixed routes.
3. Masabi's EZFare product is used for fare collection on fixed routes.
4. Via is used for Paratransit
5. Remix and Swiftly are used for planning fixed routes
6. Paycom is used for HRIS and payroll

Expenses:

1. Billed as a separate line item, reimbursed at cost
2. Please provide an estimated budget of expenses based on the proposals on-site estimated times. This will be used to compare pricing, actual expenses will be approved during contract negotiation and approved changes during the project.

## **Approach**

The consultant will **work alongside staff**, focusing on **support, knowledge-sharing, and practical solutions** rather than criticism. The goal is to **build on what's already working** and introduce proven strategies that make the team's job easier and more effective.



RFP No. 26 03  
Fleet Maintenance & Operations Best Practice Consulting

## Price Proposal

Submitted To  
Greater Lafayette Public Transportation Corporation (CityBus)  
1250 Canal Road Lafayette, IN 47904

Submitted By



May 05, 2026



May 5, 2026

Shelby Yeaman, Executive Assistant & Project Manager  
Greater Lafayette Public Transportation Corporation (CityBus)  
1250 Canal Road  
Lafayette, IN 47904  
Email: syeaman@gocitybus.com

**Subject:** Pricing Form Submission – Fleet Maintenance & Operations Best Practice Consulting  
**RFP No. 26-03**

Dear Ms. Yeaman:

Intueor Consulting, Inc. respectfully submits the enclosed **Pricing Form** in response to **RFP No. 26-03** for Fleet Maintenance & Operations Best Practice Consulting. The proposed pricing has been prepared in accordance with the requirements of the Request for Proposals and reflects the scope of services described in the Statement of Work. Pricing is structured consistently with the assumptions, terms, and conditions outlined in the RFP.

Please do not hesitate to contact us should you require any clarification regarding the enclosed pricing.

Sincerely,



**Vijay Mididaddi**  
Managing Partner  
Intueor Consulting, Inc.

## Pricing Alignment to Updated Scope

Intueor has reviewed the updated Scope of Work provided in Amendment #5 and confirms that the proposed level of effort and associated pricing are aligned with CityBus’s clarified expectations, including the intended level of effort and estimated phase durations.

The proposed hours and not-to-exceed amounts reflect a focused, high-level diagnostic assessment designed to be completed within the general timeframes outlined by CityBus:

- Phase 1: 4–6 weeks
- Phase 2: 2–4 weeks
- Phase 3: 6–8 weeks
- Phase 4: 2–4 weeks

The level of effort is intentionally structured to provide practical, actionable recommendations while avoiding unnecessary analysis, disruption to staff, or activities outside the defined scope.

## PRICING FORM

CityBus is seeking pricing for each phase of the Fleet Maintenance and Operations Best Practices Consulting as a “not-to-exceed” amount to complete that phase. Billing should be by project task, with details in the billing as to hours spent by various consultant staff, with the total amount not to exceed the proposal, unless agreed to in writing by both parties in advance. Consultant should also include a cost per hour for additional services, by type of work (principal, engineer, planner, etc.). Consultant should also include a price to complete each phase. Direct expenses will be reimbursed at cost when approved in writing by CityBus at the time of planning the expenses.

Phase 1: Initial data collection, staff interviews, and document review

Hours (estimate) 204

Not to exceed \$ 57,732.00

Phase 2: On-site observations of maintenance and operations workflow

Hours (estimate) 380

Not to exceed \$ 107,540.00

Phase 3: Detailed analysis, benchmarking, and preparation of draft report

Hours (estimate) 108

Not to exceed \$ 30,564.00

Phase 4: Final report delivery and presentation of findings and recommendations

Hours (estimate) 92

Not to exceed \$ 26,036.00

Total Not-to-Exceed (Phases 1–4): \$221,872

The distribution of effort across phases reflects the relative intensity of each phase of work.

Phase 2 includes concentrated on-site observation and coordination across maintenance and operations functions, enabling efficient validation of current-state practices within a condensed timeframe.

### Phase 5: Year 1 – Ongoing Implementation Support

Phase 5 services will provide light-touch, advisory implementation support to CityBus Fleet and Operations leadership following completion of the assessment and final deliverables. Support will be provided on a as-requested basis and may include:

- Coaching and advisory support to Fleet and Operations Managers
- Assistance with initiation and sequencing of priority recommendations
- Support for refinement and documentation of standard operating procedures (SOPs)
- KPI review, interpretation, and performance monitoring cadence setup
- Quarterly progress check-ins and implementation guidance

Phase 5 support is intended to reinforce recommended practices and support sustained adoption without embedded staffing. Support beyond Year 1 may be provided under a separately negotiated extension, consistent with CityBus needs and priorities. Phase 5 services will be utilized at CityBus’s discretion and may be scaled based on priorities, timing, and available resources.

Hourly Rate Schedule (as requested by CityBus):

| Type                                          | Hourly Rate |
|-----------------------------------------------|-------------|
| Principal in Charge / Transit Operations Lead | \$350/hour  |
| Project Manager                               | \$300/hour  |
| Subject Matter Expert                         | \$250/hour  |

### Estimated Direct Expenses

In accordance with the updated Scope of Work, Intueor has developed an estimated budget for anticipated direct expenses associated with on-site activities.

The approach includes one required on-site visit during Phase 2 (Discovery and Observations), with optional follow-up visits at CityBus’s discretion.

Expense estimates are based on:

- Two consultants per on-site visit
- Approximately 2–3 days per visit
- Applicable GSA per diem rates for lodging and meals and incidentals (M&IE)
- Typical domestic travel and ground transportation costs

Estimated Cost Per On-Site Trip (2 Consultants): \$3,200 - \$3,700

Estimated Total Direct Expenses:

- One trip (required): \$3,200 – \$3,700
- Two trips (with recommendations support): \$6,400 – \$7,400
- Three trips (with implementation support): \$9,600 – \$11,100

These estimates are provided for evaluation purposes only. Actual expenses will be billed at cost, in accordance with CityBus policies, and will be subject to prior approval.

# MEMO



**TO:** Board of Directors

**FROM:** Bryan D. Smith, CEO

**DATE:** June 18, 2026

**RE:** Increase contract not-to-exceed amount for AgaveHR

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In February of 2025, the Board approved a contract with AgaveHR for HR consulting services for an amount not-to-exceed \$108,000 over a three-year period.

I am requesting an increase in that not-to-exceed amount of \$150,000 to cover additional services that are within the scope of the original RFP but not covered by the initial authorized amount. This includes recruiting services and staff training using the Leadership Challenge program. This amount will not require a change to the corporation budget, as we have enough programmed in the consulting services line item to cover these expenses.

BUS TRANSPORTATION AGREEMENT

This Bus Transportation Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_ 2026, by and among Station 21 Partners, herein called “Customer” and the Greater Lafayette Public Transportation Corporation (“GLPTC”).

WHEREAS, CUSTOMER desires to make available certain bus transportation for those of its residents at the apartment communities currently known as **Station 21** in West Lafayette desiring the same at no cost to individual residents; and,

WHEREAS, GLPTC is an Indiana Public Transportation Corporation authorized to provide passenger services under Indiana Code 36-9-4; and,

WHEREAS, GLPTC provides regular, fixed-route bus transit service over established routes during published hours and at published frequencies; and,

WHEREAS, GLPTC owns adequate buses to extend its regular transportation service to serve the route contemplated hereunder at the times and dates specified under this Agreement; and,

WHEREAS, the CUSTOMER wishes to subsidize the fares of GLPTC passengers under the terms and conditions that follow; and,

WHEREAS, GLPTC has arranged for similar service with a second and third nearby customer operating the Village West apartment community and The Cottages apartment community; and

WHEREAS, the service to the second and third nearby customer will serve to reduce the cost to CUSTOMER.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The term of this Agreement shall be for a period beginning on August 1, 2026, and terminating on August 31, 2029, unless otherwise previously terminated pursuant to other terms of this Agreement.

2. The bus transportation service shall be provided by one regular, fixed- route, which will be on the route, service times, days and hours specified on the attached Exhibit A. GLPTC, in its sole discretion, may alter the configuration or scheduling of the routes serving CUSTOMER properties to the extent weather, construction, or safety concerns may require it; any permanent changes in the configuration or scheduling of said route will be subject to mutual agreement of the parties. If permanent changes in configuration or scheduling of said route materially change the service provided to CUSTOMER properties, the compensation payable to GLPTC will be adjusted as follows: if the changes in configuration or scheduling increase the number of hours of service required for the route and CUSTOMER agrees in writing to such change, GLPTC shall be entitled to additional compensation per additional hour of service according to the rate in force as specified on the attached Exhibit B, and a reduction of service shall entitle CUSTOMER to a credit per reduced hour of service according to the rate in force as specified on the attached Exhibit B. In the event that, through the fault of GLPTC, service is not provided for a period of more than one hour on any day scheduled for service hereunder, CUSTOMER will receive a pro-rated credit for the cost of missed service. GLPTC shall provide a service reduction credit at one-half the rate in force as specified on the attached Exhibit B per hour that service on this fixed-route is interrupted by snow storm, ice storm, fire, riot, war, pandemic, public health emergency, act of God, or any other similar cause beyond the control of GLPTC.

3. The location owned or operated by CUSTOMER to be served by the regular, fixed-route contemplated by this Agreement shall be as follows:

Station 21  
2110 McCormick Rd  
West Lafayette, IN 47906

Any person who rides the regular, fixed-route contemplated by this Agreement and who displays

an apartment key or current bus pass issued by CUSTOMER properties may ride these routes without paying the regular fare. Other riders on these routes are subject to paying GLPTC's regular fare (unless another exception to such fare applies).

CUSTOMER agrees to maintain a clear passage to, from, and over these locations. This includes relocating improperly parked vehicles and keeping other obstructions out of the loop that buses will travel on the location. During periods of snow, CUSTOMER agrees to keep the parking areas reasonably plowed and the route traveled by the buses clear and free of impediments at these locations.

CUSTOMER agrees that it shall not issue or permit to be issued any keys, bus passes, or other approved credentials to any person other than a current resident of Customer's apartment community.

4. CUSTOMER shall pay to GLPTC for said bus transportation services as specified on the attached Exhibit B a sum equal to Six Hundred and Ninety-Four Thousand Eight Hundred and Sixty-Eight Dollars and no cents (\$694,868), payable in installments as follows, due on the following dates:

| <b>SY2026-27 Installments</b>  | <b>SY2027-28 Installments</b>  | <b>SY2028-29 Installments</b>  |
|--------------------------------|--------------------------------|--------------------------------|
| \$18,580 on August 31, 2026    | \$19,325 on August 31, 2027    | \$20,001 on August 31, 2028    |
| \$18,580 on September 30, 2026 | \$19,325 on September 30, 2027 | \$20,001 on September 30, 2028 |
| \$18,580 on October 31, 2026   | \$19,325 on October 31, 2027   | \$20,001 on October 31, 2028   |
| \$18,580 on November 30, 2026  | \$19,325 on November 30, 2027  | \$20,001 on November 30, 2028  |
| \$18,580 on December 31, 2026  | \$19,325 on December 31, 2027  | \$20,001 on December 31, 2028  |
| \$18,580 on January 31, 2027   | \$19,325 on January 31, 2028   | \$20,001 on January 31, 2029   |
| \$18,580 on February 29, 2027  | \$19,325 on February 29, 2028  | \$20,001 on February 29, 2029  |

|                            |                            |                            |
|----------------------------|----------------------------|----------------------------|
| \$18,580 on March 31, 2027 | \$19,325 on March 31, 2028 | \$20,001 on March 31, 2029 |
| \$18,580 on April 30, 2027 | \$19,325 on April 30, 2028 | \$20,001 on April 30, 2029 |
| \$18,580 on May 31, 2027   | \$19,325 on May 31, 2028   | \$20,001 on May 31, 2029   |
| \$18,580 on June 30, 2027  | \$19,325 on June 30, 2028  | \$20,001 on June 30, 2029  |
| \$18,580 on July 31, 2027  | \$19,325 on July 31, 2028  | \$20,001 on July 31, 2029  |

5. All passengers shall be required to obey the rules and regulations of GLPTC. At the sole discretion of GLPTC any passenger or holder of a pass may be removed from a bus or refused access to the bus for a failure to obey such rules and regulations.

6. GLPTC shall, at all times, exercise reasonable care to provide the bus service required by this Agreement with buses that are in safe and sanitary condition.

7. All vehicles utilized to supply the service required hereunder shall bear license plates and the titles thereto shall be registered in the name of GLPTC.

8. GLPTC, at its cost, shall be responsible for all maintenance and repair on each of the buses being used to fulfill the terms of this Agreement.

9. GLPTC shall indemnify and hold CUSTOMER (together with the respective members, managers and agents of each entity comprising CUSTOMER) harmless from any and all claims, losses, causes of action and expenses, including legal expenses, arising from or related to the performance of the bus transportation service to be provided by GLPTC under this Agreement; EXCEPT that this indemnification obligation shall not apply to any claims, losses, causes of action or expenses resulting from the negligence or willful misconduct of CUSTOMER or its officers, directors, agents, servants or employees. GLPTC shall at all times carry a commercial auto policy and general liability policy of at least Two Million Dollars (\$2,000,000.00) and an umbrella policy

of One Million Dollars (\$1,000,000.00) on which Station 21 Partners is listed as additional insureds. GLPTC shall provide CUSTOMER with evidence of such insurance in a form acceptable to both of the parties.

Under no circumstances shall GLPTC, its officers, directors, agents, servants, or employees be liable to CUSTOMER, or any successor in interest of CUSTOMER, for damage to property occurring at the location served by this Agreement, including without limitation damage to concrete, that may occur directly or indirectly from the proper performance of the transportation services provided by GLPTC under this Agreement; provided that GLPTC shall reimburse CUSTOMER for the cost to repair any damage to landscaping, signage, vehicles, buildings or other improvements to the extent caused by the negligence of GLPTC or its servants or employees such as driving off the main roadway surface.

CUSTOMER, shall indemnify and hold harmless GLPTC, its officers, directors, agents, servants, and employees for any and all claims, losses, causes of action and expenses, including but not limited to legal expenses, to the extent arising from the negligence or willful misconduct of the CUSTOMER or its officers, directors, agents, servants or employees. CUSTOMER shall maintain in full force and effect during the term of this Agreement and any extension thereof a general liability policy of insurance with respect to loss or damage occurring on the real estate owned by CUSTOMER with limits of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate. CUSTOMER shall provide GLPTC with evidence of such insurance in a form acceptable to GLPTC.

10. Time is of the essence of this Agreement. GLPTC at its option, may, by written notice to CUSTOMER, declare this Agreement in default in the event CUSTOMER fails to make timely payment of the amounts required hereunder or fails to abide by any of its other obligations as set forth herein and such default is not cured within ten (10) days after GLPTC gives written notice

thereof to CUSTOMER. In the event of such a default, GLPTC may pursue its remedies at law or equity for specific performance or damages or both and to recover any and all funds due and owing hereunder plus reasonable attorney's fees and litigation costs.

11. CUSTOMER may, by written notice to GLPTC, declare this Agreement in default in the event GLPTC fails to provide the bus service as and when required hereunder, or in the event GLPTC materially fails to abide by any of its other obligations as set forth herein and such default is not cured within ten (10) days after CUSTOMER gives written notice thereof to GLPTC. In the event of such default, CUSTOMER may pursue its remedies at law or equity for specific performance or damages, or both, together with litigation costs and reasonable attorney's fees incurred.

12. GLPTC may terminate this Agreement if GLPTC determines, in its sole discretion, that the level of ridership on the route described in Exhibit A is not reasonable by giving written notice to CUSTOMER no less than sixty (60) days prior to the published start date of Purdue's spring semester. In the event GLPTC terminates this Agreement, CUSTOMER shall make all installment payments through and including the installment due in December of the year GLPTC gives notice of termination and shall not be responsible for any installment payment becoming due thereafter. CUSTOMER may terminate this Agreement effective at the end of the Purdue University Fall Semester, ~~2024~~, by giving written notice to GLPTC no later than December 30, ~~2024~~, and in this event, CUSTOMER shall make all installment payments through the end of the ~~2024~~ contract period.

2027 *Michael Snyder*

2027 *Michael Snyder*

13. GLPTC will not be responsible for failure or delay in performance of this Agreement or its obligations hereunder if the failure or delay is due to inclement weather, unforeseen traffic conditions, labor disputes, strikes, fire, riot, war, pandemic, public health emergency, act of God,

or any other cause beyond the control of GLPTC; provided, however, that such non-performance is excused under this provision only for the time during which the cause persists.

14. Failure of either party, in one (1) or more instance, 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 the breach of the terms of this Agreement, shall not thereafter be construed as a waiver of such terms, which terms shall continue in force and effect as if no such waiver had occurred.

15. Any notices to be given hereunder shall be deemed given when sent by registered or certified mail to the following names and addresses:

CUSTOMER:                      Station 21  
                                         Attention: Stacy DeBruyne  
                                         2110 McCormick Rd  
                                         West Lafayette, IN 47906

GLPTC:                              CityBus  
                                         Attention: Bryan D. Smith  
                                         1250 Canal Road  
                                         Lafayette, IN 47904.

16. This Agreement shall be governed and construed under the laws of the State of Indiana.

17. Both parties agree that this Agreement may not be assigned or transferred, in whole or in part, without the prior written consent of the non-transferring party, which consent may not be unreasonably withheld or delayed, except that CUSTOMER may assign this Agreement to a future owner of CUSTOMER and such assignment shall not require the consent of GLPTC.

18. This Agreement shall be binding upon and inure to the benefit of only the parties, their successors and assigns; and nothing in this Agreement is intended or shall be construed to inure to the benefit of any third party or to bind GLPTC or CUSTOMER to any contractual or other obligation to any other party.

19. GLPTC is solely in charge of the manner and method of delivery of the services identified hereunder. CUSTOMER shall exercise no control over GLPTC's employees, servants, agents, subcontractors or representatives, nor the method or means employed by GLPTC in the performance of work or services provided hereunder.

20. If for any reason any one or more of the provisions of this Agreement shall be found to be inoperative, unenforceable, invalid, or contrary to law, rule, or regulation applying to either party by a court of competent jurisdiction or by a governmental unit or regulatory agency governing either party, either party may terminate this Agreement effective upon receipt of notice of termination by the other party and CUSTOMER shall be obligated to pay GLPTC only for the days of service actually provided under this Agreement, pro-rated to the date of termination.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

WITNESS:

\_\_\_\_\_

Station 21 Partners,  
By: CUSTOMER, its authorized agent

By: Michael Snyder  
Michael Snyder  
Chief Operating Officer

GREATER LAFAYETTE PUBLIC  
TRANSPORTATION CORPORATION  
"GLPTC"

WITNESS:

\_\_\_\_\_

By: \_\_\_\_\_  
Bryan D. Smith  
Chief Executive Officer

BUS TRANSPORTATION AGREEMENT

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WHEREAS, CUSTOMER desires to make available certain bus transportation for those of its residents at the apartment communities currently known as **Village West** in West Lafayette desiring the same at no cost to individual residents; and,

WHEREAS, GLPTC is an Indiana Public Transportation Corporation authorized to provide passenger services under Indiana Code 36-9-4; and,

WHEREAS, GLPTC provides regular, fixed-route bus transit service over established routes during published hours and at published frequencies; and,

WHEREAS, GLPTC owns adequate buses to extend its regular transportation service to serve the route contemplated hereunder at the times and dates specified under this Agreement; and,

WHEREAS, the CUSTOMER wishes to subsidize the fares of GLPTC passengers under the terms and conditions that follow; and,

WHEREAS, GLPTC has arranged for similar service with a second and third nearby customer operating the Station 21 apartment community and The Cottages apartment community; and

WHEREAS, the service to the second and third nearby customer will serve to reduce the cost to CUSTOMER.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The term of this Agreement shall be for a period beginning on August 1, 2026, and terminating on August 31, 2029, unless otherwise previously terminated pursuant to other terms of this Agreement.

2. The bus transportation service shall be provided by one regular, fixed- route, which will be on the route, service times, days and hours specified on the attached Exhibit A. GLPTC, in its sole discretion, may alter the configuration or scheduling of the routes serving CUSTOMER properties to the extent weather, construction, or safety concerns may require it; any permanent changes in the configuration or scheduling of said route will be subject to mutual agreement of the parties. If permanent changes in configuration or scheduling of said route materially change the service provided to CUSTOMER properties, the compensation payable to GLPTC will be adjusted as follows: if the changes in configuration or scheduling increase the number of hours of service required for the route and CUSTOMER agrees in writing to such change, GLPTC shall be entitled to additional compensation per additional hour of service according to the rate in force as specified on the attached Exhibit B, and a reduction of service shall entitle CUSTOMER to a credit per reduced hour of service according to the rate in force as specified on the attached Exhibit B. In the event that, through the fault of GLPTC, service is not provided for a period of more than one hour on any day scheduled for service hereunder, CUSTOMER will receive a pro-rated credit for the cost of missed service. GLPTC shall provide a service reduction credit at one-half the rate in force as specified on the attached Exhibit B per hour that service on this fixed-route is interrupted by snow storm, ice storm, fire, riot, war, pandemic, public health emergency, act of God, or any other similar cause beyond the control of GLPTC.

3. The location owned or operated by CUSTOMER to be served by the regular, fixed-route contemplated by this Agreement shall be as follows:

Village West  
2053 Willowbrook Dr.  
West Lafayette, IN 47906

Any person who rides the regular, fixed-route contemplated by this Agreement and who displays

an apartment key or current bus pass issued by CUSTOMER properties may ride these routes without paying the regular fare. Other riders on these routes are subject to paying GLPTC's regular fare (unless another exception to such fare applies).

CUSTOMER agrees to maintain a clear passage to, from, and over these locations. This includes relocating improperly parked vehicles and keeping other obstructions out of the loop that buses will travel on the location. During periods of snow, CUSTOMER agrees to keep the parking areas reasonably plowed and the route traveled by the buses clear and free of impediments at these locations.

CUSTOMER agrees that it shall not issue or permit to be issued any keys, bus passes, or other approved credentials to any person other than a current resident of Customer's apartment community.

4. CUSTOMER shall pay to GLPTC for said bus transportation services as specified on the attached Exhibit B a sum equal to Six Hundred and Ninety-Four Thousand Eight Hundred and Sixty-Eight Dollars and no cents (\$694,868), payable in installments as follows, due on the following dates:

| <b>SY2026-27 Installments</b>  | <b>SY2027-28 Installments</b>  | <b>SY2028-29 Installments</b>  |
|--------------------------------|--------------------------------|--------------------------------|
| \$18,580 on August 31, 2026    | \$19,325 on August 31, 2027    | \$20,001 on August 31, 2028    |
| \$18,580 on September 30, 2026 | \$19,325 on September 30, 2027 | \$20,001 on September 30, 2028 |
| \$18,580 on October 31, 2026   | \$19,325 on October 31, 2027   | \$20,001 on October 31, 2028   |
| \$18,580 on November 30, 2026  | \$19,325 on November 30, 2027  | \$20,001 on November 30, 2028  |
| \$18,580 on December 31, 2026  | \$19,325 on December 31, 2027  | \$20,001 on December 31, 2028  |
| \$18,580 on January 31, 2027   | \$19,325 on January 31, 2028   | \$20,001 on January 31, 2029   |
| \$18,580 on February 29, 2027  | \$19,325 on February 29, 2028  | \$20,001 on February 29, 2029  |

|                            |                            |                            |
|----------------------------|----------------------------|----------------------------|
| \$18,580 on March 31, 2027 | \$19,325 on March 31, 2028 | \$20,001 on March 31, 2029 |
| \$18,580 on April 30, 2027 | \$19,325 on April 30, 2028 | \$20,001 on April 30, 2029 |
| \$18,580 on May 31, 2027   | \$19,325 on May 31, 2028   | \$20,001 on May 31, 2029   |
| \$18,580 on June 30, 2027  | \$19,325 on June 30, 2028  | \$20,001 on June 30, 2029  |
| \$18,580 on July 31, 2027  | \$19,325 on July 31, 2028  | \$20,001 on July 31, 2029  |

5. All passengers shall be required to obey the rules and regulations of GLPTC. At the sole discretion of GLPTC any passenger or holder of a pass may be removed from a bus or refused access to the bus for a failure to obey such rules and regulations.

6. GLPTC shall, at all times, exercise reasonable care to provide the bus service required by this Agreement with buses that are in safe and sanitary condition.

7. All vehicles utilized to supply the service required hereunder shall bear license plates and the titles thereto shall be registered in the name of GLPTC.

8. GLPTC, at its cost, shall be responsible for all maintenance and repair on each of the buses being used to fulfill the terms of this Agreement.

9. GLPTC shall indemnify and hold CUSTOMER (together with the respective members, managers and agents of each entity comprising CUSTOMER) harmless from any and all claims, losses, causes of action and expenses, including legal expenses, arising from or related to the performance of the bus transportation service to be provided by GLPTC under this Agreement; EXCEPT that this indemnification obligation shall not apply to any claims, losses, causes of action or expenses resulting from the negligence or willful misconduct of CUSTOMER or its officers, directors, agents, servants or employees. GLPTC shall at all times carry a commercial auto policy and general liability policy of at least Two Million Dollars (\$2,000,000.00) and an umbrella policy

of One Million Dollars (\$1,000,000.00) on which Village West Partners is listed as additional insureds. GLPTC shall provide CUSTOMER with evidence of such insurance in a form acceptable to both of the parties.

Under no circumstances shall GLPTC, its officers, directors, agents, servants, or employees be liable to CUSTOMER, or any successor in interest of CUSTOMER, for damage to property occurring at the location served by this Agreement, including without limitation damage to concrete, that may occur directly or indirectly from the proper performance of the transportation services provided by GLPTC under this Agreement; provided that GLPTC shall reimburse CUSTOMER for the cost to repair any damage to landscaping, signage, vehicles, buildings or other improvements to the extent caused by the negligence of GLPTC or its servants or employees such as driving off the main roadway surface.

CUSTOMER, shall indemnify and hold harmless GLPTC, its officers, directors, agents, servants, and employees for any and all claims, losses, causes of action and expenses, including but not limited to legal expenses, to the extent arising from the negligence or willful misconduct of the CUSTOMER or its officers, directors, agents, servants or employees. CUSTOMER shall maintain in full force and effect during the term of this Agreement and any extension thereof a general liability policy of insurance with respect to loss or damage occurring on the real estate owned by CUSTOMER with limits of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate. CUSTOMER shall provide GLPTC with evidence of such insurance in a form acceptable to GLPTC.

10. Time is of the essence of this Agreement. GLPTC at its option, may, by written notice to CUSTOMER, declare this Agreement in default in the event CUSTOMER fails to make timely payment of the amounts required hereunder or fails to abide by any of its other obligations as set forth herein and such default is not cured within ten (10) days after GLPTC gives written notice

thereof to CUSTOMER. In the event of such a default, GLPTC may pursue its remedies at law or equity for specific performance or damages or both and to recover any and all funds due and owing hereunder plus reasonable attorney's fees and litigation costs.

11. CUSTOMER may, by written notice to GLPTC, declare this Agreement in default in the event GLPTC fails to provide the bus service as and when required hereunder, or in the event GLPTC materially fails to abide by any of its other obligations as set forth herein and such default is not cured within ten (10) days after CUSTOMER gives written notice thereof to GLPTC. In the event of such default, CUSTOMER may pursue its remedies at law or equity for specific performance or damages, or both, together with litigation costs and reasonable attorney's fees incurred.

12. GLPTC may terminate this Agreement if GLPTC determines, in its sole discretion, that the level of ridership on the route described in Exhibit A is not reasonable by giving written notice to CUSTOMER no less than sixty (60) days prior to the published start date of Purdue's spring semester. In the event GLPTC terminates this Agreement, CUSTOMER shall make all installment payments through and including the installment due in December of the year GLPTC gives notice of termination and shall not be responsible for any installment payment becoming due thereafter. CUSTOMER may terminate this Agreement effective at the end of the Purdue University Fall Semester, ~~2024~~, by giving written notice to GLPTC no later than December 30, <sup>2027</sup> *Michael Snyder* ~~2024~~, and in this event, CUSTOMER shall make all installment payments through the end of the <sup>2027</sup> *Michael Snyder* contract period.

13. GLPTC will not be responsible for failure or delay in performance of this Agreement or its obligations hereunder if the failure or delay is due to inclement weather, unforeseen traffic conditions, labor disputes, strikes, fire, riot, war, pandemic, public health emergency, act of God,

or any other cause beyond the control of GLPTC; provided, however, that such non-performance is excused under this provision only for the time during which the cause persists.

14. Failure of either party, in one (1) or more instance, 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 the breach of the terms of this Agreement, shall not thereafter be construed as a waiver of such terms, which terms shall continue in force and effect as if no such waiver had occurred.

15. Any notices to be given hereunder shall be deemed given when sent by registered or certified mail to the following names and addresses:

CUSTOMER: Village West  
Attention: Stacy DeBruyne  
2053 Willowbrook Dr  
West Lafayette, IN 47906

GLPTC: CityBus  
Attention: Bryan D. Smith  
1250 Canal Road  
Lafayette, IN 47904.

16. This Agreement shall be governed and construed under the laws of the State of Indiana.

17. Both parties agree that this Agreement may not be assigned or transferred, in whole or in part, without the prior written consent of the non-transferring party, which consent may not be unreasonably withheld or delayed, except that CUSTOMER may assign this Agreement to a future owner of CUSTOMER and such assignment shall not require the consent of GLPTC.

18. This Agreement shall be binding upon and inure to the benefit of only the parties, their successors and assigns; and nothing in this Agreement is intended or shall be construed to inure to the benefit of any third party or to bind GLPTC or CUSTOMER to any contractual or other obligation to any other party.

19. GLPTC is solely in charge of the manner and method of delivery of the services identified hereunder. CUSTOMER shall exercise no control over GLPTC's employees, servants, agents, subcontractors or representatives, nor the method or means employed by GLPTC in the performance of work or services provided hereunder.

20. If for any reason any one or more of the provisions of this Agreement shall be found to be inoperative, unenforceable, invalid, or contrary to law, rule, or regulation applying to either party by a court of competent jurisdiction or by a governmental unit or regulatory agency governing either party, either party may terminate this Agreement effective upon receipt of notice of termination by the other party and CUSTOMER shall be obligated to pay GLPTC only for the days of service actually provided under this Agreement, pro-rated to the date of termination.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

WITNESS:

\_\_\_\_\_

Village West Partners,  
By: CUSTOMER, its authorized agent

By: Michael Snyder  
Michael Snyder  
Chief Operating Officer

GREATER LAFAYETTE PUBLIC  
TRANSPORTATION CORPORATION  
"GLPTC"

WITNESS:

\_\_\_\_\_

By: \_\_\_\_\_  
Bryan D. Smith  
Chief Executive Officer

**CITY BUS --- CLAIMS LISTING FOR  
MAY 28, 2026 THROUGH JUNE 24, 2026**

**Claims UNDER \$20,000 (For Board to select 5 or more for audit)**

| <b>CLAIM#</b> | <b>VENDOR NAME</b>                | <b>CLAIM REASON</b>    | <b>AMOUNT</b> |
|---------------|-----------------------------------|------------------------|---------------|
| 41868         | LUCERIX INTERNATIONAL             | INVENTORY              | \$4,999.00    |
| 41869         | NEORIDE                           | CONTRACTUAL SERVICE    | \$1,960.74    |
| 41872         | T-MOBILE                          | UTILITIES              | \$989.16      |
| 41873         | T-MOBILE                          | UTILITIES              | \$958.49      |
| 41874         | CITY OF LAFAYETTE                 | UTILITIES              | \$386.25      |
| 41875         | DUKE ENERGY                       | UTILITIES              | \$9,042.60    |
| 41876         | CENTER POINT ENERGY               | UTILITIES              | \$383.75      |
| 41877         | CENTER POINT ENERGY               | UTILITIES              | \$5,355.48    |
| 41878         | PURE WATER PARTNERS               | CONTRACTUAL SERVICE    | \$1,050.00    |
| 41879         | PRINCIPAL INSURANCE               | INSURANCE              | \$19,016.30   |
| 41880         | REPUBLIC SERVICE                  | CONTRACTUAL SERVICE    | \$179.56      |
| 41881         | GREGORY & APPEL                   | CONTRACTUAL SERVICE    | \$703.00      |
| 41882         | SUPERFLEET                        | CREDIT CARD - GASOLINE | \$2,105.64    |
| 41883         | CITY OF LAFAYETTE                 | UTILITIES              | \$212.59      |
| 41884         | A & R MECHANICAL CONTRACTORS      | CONTRACTUAL SERVICE    | \$765.00      |
| 41885         | ABC BUS COMPANIES                 | INVENTORY              | \$167.92      |
| 41886         | ADECCO                            | TEMP. EMPLOYMENT       | \$3,680.79    |
| 41887         | ANGI ENERGY SYSTEMS               | SUPPLIES               | \$7,953.91    |
| 41888         | BALL EGGLESTON                    | ATTORNEY FEES          | \$2,737.00    |
| 41889         | BARNES & THORNBURG                | CONTRACTUAL SERVICE    | \$9,500.00    |
| 41890 **      | BEST ONE TIRE SVC                 | CAPITAL ITEMS          | \$7,990.13    |
| 41891         | BETTER MERCHANTS                  | CONTRACTUAL SERVICE    | \$6,580.49    |
| 41892         | CINTAS                            | UNIFORMS - LEASED      | \$1,497.64    |
| 41893         | CUMMINS SALES & SERVICE           | INVENTORY              | \$5,312.91    |
| 41894         | ENTERPRISE LEASING                | CONTRACTUAL SERVICE    | \$4,800.00    |
| 41895         | FRANCISCAN EAP                    | CONTRACTUAL SERVICE    | \$3,963.96    |
| 41896         | FRANKLIN PEST SOLUTIONS           | CONTRACTUAL SERVICE    | \$170.00      |
| 41898 **      | GILLIG                            | CAPITAL ITEMS          | \$13,579.72   |
| 41899         | GWYN NEWSOME                      | CONTRACTUAL SERVICE    | \$1,275.00    |
| 41900         | HUSTON ELECTRIC                   | CONTRACTUAL SERVICE    | \$9,640.45    |
| 41901         | INDOFF                            | SUPPLIES               | \$171.20      |
| 41902         | INDUSTRIAL FINISHES               | SUPPLIES               | \$238.19      |
| 41903         | JIMS GARAGE                       | CONTRACTUAL SERVICE    | \$500.00      |
| 41904 **      | KIRKS AUTOMOTIVE                  | CAPITAL ITEMS          | \$18,955.00   |
| 41905         | L H INDUSTRIAL SUPPLIES           | SUPPLIES               | \$3,206.66    |
| 41906         | MARMIC FIRE & SAFETY              | CONTRACTUAL SERVICE    | \$479.95      |
| 41907         | MIDWEST ECS                       | CONTRACTUAL SERVICE    | \$885.00      |
| 41908         | MIDWEST TRANSIT EQUIPMENT         | INVENTORY              | \$1,500.23    |
| 41909         | NAPA                              | INVENTORY              | \$5,190.16    |
| 41910 **      | NEW FLYER                         | CAPITAL ITEMS          | \$2,769.94    |
| 41911 **      | ORACLE                            | CAPITAL ITEMS          | \$14,959.21   |
| 41912         | OREILLY AUTO PARTS                | SUPPLIES               | \$5.06        |
| 41913         | PLYMATE                           | SUPPLIES               | \$159.45      |
| 41914         | QUILL                             | SUPPLIES               | \$444.23      |
| 41915         | ROWE TRUCK EQUIPMENT              | INVENTORY              | \$988.06      |
| 41916         | SAFETY VISION                     | SUPPLIES               | \$2,421.71    |
| 41917         | THE AFTERMARKET PARTS CO          | INVENTORY              | \$4,995.90    |
| 41918 **      | WIERS INTERNATIONAL TRUCKS        | CAPITAL ITEMS          | \$19,914.93   |
| 41919         | SPECTRIO                          | CONTRACTUAL SERVICE    | \$159.57      |
| 41922         | VAN GORDER JANITORIAL             | CUSTODIAL SERVICES     | \$4,784.00    |
| 41923         | GREGORY & APPEL                   | INSURANCE              | \$8,597.00    |
| 41924         | TRAVELERS INSURANCE               | INSURANCE              | \$3,577.50    |
| 41925         | PARAMOUNT CLAIMS/MOUNT CLAIMS SVC | INSURANCE              | \$5,454.98    |
| 41926         | PROXURVE                          | CONTRACTUAL SERVICES   | \$8,638.85    |
| 41927         | AGAVE HR PARTNERS                 | CONTRACTUAL SERVICES   | \$2,625.00    |

**CITY BUS --- CLAIMS LISTING FOR  
MAY 28, 2026 THROUGH JUNE 27, 2026**

**Claims UNDER \$20,000 (For Board to select 5 or more for audit)**

| <b>CLAIM#</b> | <b>VENDOR NAME</b>      | <b>CLAIM REASON</b>  | <b>AMOUNT</b> |
|---------------|-------------------------|----------------------|---------------|
| 41928         | KLOEPFER CONSULTING LLC | CONTRACTUAL SERVICES | \$9,120.00    |
| 41929 **      | CTE                     | CAPITAL ITEMS        | \$5,717.10    |
| 41930 **      | CTE                     | CAPITAL ITEMS        | \$12,750.00   |
| 41932         | LEVEL365                | CONTRACTUAL SERVICES | \$1,332.17    |
| 41935         | NEORIDE                 | CONTRACTUAL SERVICES | \$1,711.82    |
| 41936         | VIA MOBILITY            | CONTRACTUAL SERVICES | \$5,875.00    |

**TOTAL: \$275,085.35**

**Claims OVER \$20,000 (For Board approval)**

|          |                    |                     |              |
|----------|--------------------|---------------------|--------------|
| 41870    | RAMP               | CREDIT CARD         | \$21,338.96  |
| 41871    | CONSTELLATION      | UTILITIES           | \$22,401.09  |
| 41897 ** | MESMERIZE MEDIA    | CAPITAL ITEMS       | \$33,640.00  |
| 41920    | APTA               | MEMBERSHIP DUES     | \$20,000.00  |
| 41921    | FORVIS MAZARS, LLP | AUDIT FEES          | \$21,000.00  |
| 41931    | AXIANT             | INSURANCE           | \$141,568.50 |
| 41933    | CONSTELLATION      | UTILITIES           | \$23,417.69  |
| 41934    | VIA MOBILITY       | CONTRACTUAL SERVICE | \$20,000.00  |

**TOTAL: \$303,366.24**

**CLAIMS TOTAL: \$578,451.59**

**Payroll Total for                      May-26                                              \$                      1,344,590.17**

| <b>Summary</b>           | Pay Date<br>5/1/2026 | Pay Date<br>5/15/2026 | Pay Date<br>5/29/2025 | Board<br>Members | Grand Total    |
|--------------------------|----------------------|-----------------------|-----------------------|------------------|----------------|
| Gross Wages              | \$335,403.04         | \$334,776.18          | \$291,687.42          | \$200.00         | \$962,066.64   |
| Employer Taxes           | \$25,223.57          | \$23,451.39           | \$21,782.60           |                  | \$70,457.56    |
| Employer Fringe Benefits | \$107,053.77         | \$104,333.81          | \$100,678.39          |                  | \$312,065.97   |
| Total Payroll            | \$467,680.38         | \$462,561.38          | \$414,148.41          | \$200.00         | \$1,344,590.17 |

| <b>Employer Details</b>   | Pay Date<br>5/1/2026 | Pay Date<br>5/15/2026 | Pay Date<br>5/29/2025 | Total        |
|---------------------------|----------------------|-----------------------|-----------------------|--------------|
| Employer Taxes:           |                      |                       |                       |              |
| FICA/Medicare             | \$25,012.70          | \$23,405.52           | \$21,689.70           | \$70,107.92  |
| SUTA                      | \$210.87             | \$45.87               | \$92.90               | \$349.64     |
|                           | \$25,223.57          | \$23,451.39           | \$21,782.60           | \$70,457.56  |
| Employer Fringe Benefits: |                      |                       |                       |              |
| PERF Contributions        | \$37,784.72          | \$34,814.44           | \$32,866.69           | \$105,465.85 |
| Health/Dental/Vision/Life | \$67,497.91          | \$67,497.91           | \$66,055.63           | \$201,051.45 |
| HSA Contributions         |                      |                       |                       | \$0.00       |
| Other Fringes             | \$1,771.14           | \$2,021.46            | \$1,756.07            | \$5,548.67   |
|                           | \$107,053.77         | \$104,333.81          | \$100,678.39          | \$312,065.97 |

# CEO REPORT TO GLPTC BOARD OF DIRECTORS

MEETING DATE: JUNE 24, 2026

## CEO

### Service Realignment

- We are holding our first round of public meetings for **CityBus 2030+** starting June 22<sup>nd</sup> to provide scenarios for comment. We are planning several in-person meetings at various times and locations, as well as a virtual meeting. We will post maps of each scenario on our website that the public will be able to comment on directly, pinning their comment to the area they are interested in. We will take the input from those meetings and develop a final proposal that we will bring back to the Board in July for approval. We will then hold a second round of public meetings to share the plan with the public. Implementation of the new service plan is scheduled for August 24, in time for the school year.

### Legislation/Regulatory:

- The House passed the **Surface Transportation Reauthorization** bill. A summary of notable items will be sent separately. It now needs to pass the Senate and go through reconciliation if it is to become law. Time is running out, however, and it is uncertain if it will be completed before the summer break. The current Act expires September 30<sup>th</sup>, and if not reauthorized for a five-year period, it will likely be reauthorized as part of the 2027 appropriation bill for a one-year extension. This will not include the changes in the five-year bill that was passed in the House and would likely have significant cuts to current funding. If no bill is passed, we would not be able to draw down any funds from our federal grants, so it is important that some version is passed.
- FTA has rescinded the **Equal Employment Opportunity (EEO) Circular**. This is notable because it was not replaced with an update, so there are no regulatory requirements for EEO, although we still must follow Federal laws. This is the first time this has been done in my career.

### Projects:

- We held the first stakeholder meeting for the **Ivy Tech transfer center feasibility study**. The meeting was well attended, and we received good feedback from participants. Etica is now working on the first set of design options based on that meeting.
- We were notified that we were awarded a \$1.2M grant through the US DOT to do a **planning study for a bus rapid transit (BRT) corridor** in Lafayette and West Lafayette. The local match will be from in-kind contributions in the form of staff time from CityBus.
- I am the President this year for the **Public Transportation Council of Indiana (PTCI)**, and we have started a strategic plan to better define our mission and vision, as well as the organizational structure. We held our stakeholder meeting at IndyGo in Indianapolis. We had both members and non-members, including

members of the Indiana Council of Specialized Transportation (INCOST), which represents rural transportation providers. We agreed that we would be better together. We will be working with our consultant team and INCOST on what that would look like. Our mutual goal would be to advocate with one voice for increased funding for transit (both urban and rural) as well as increased coordination of service between urban and rural providers.

- The **hydrogen fueling station** is now on schedule for substantial completion by September, followed by commissioning work and a planned handover from GM Development in November. This is part of the build-operate-transfer procurement method we are using. We will be able to start fueling buses in September or early-October prior to the official handover of the station.

On a personal note, I will be out of the office on vacation July 1<sup>st</sup> through the 7<sup>th</sup>.

## **FINANCE**

- NetSuite implementation is on the right track. NetSuite came on site for a 3-day implementation covering purchasing to payments processes. The new chart of accounts has been incorporated into NetSuite, and the grant tracking function has been programmed. Next step will move to inventory and fixed asset implementations.
- 2025 financial audit has been completed by Forvis. No findings reported, which is great. However, in early 2025, the team corrected a batch of fixed asset disposal done improperly in 2022. Although it had no financial impact and our own team discovered it and corrected it, the auditor did notice it as a passed deficiency.
- Grant management is going well. One more amendment submitted.
- Followed up with NTD and closed annual report of 2025.
- CFO position is being transitioned, and Emma is acting interim CFO until the position is officially filled.
- Working with Enterprise to correct their invoice issues.

## **HUMAN RESOURCES**

- Received the signed offer for the Planning and Business Development Manager position. Our candidate is set to begin June 29, 2026.
- Continuing the search for the Executive Assistant to the CEO.
- Interviewing candidates for additional Bus Operator openings.
- We conducted an emergency table-top exercise with the TSA on Wednesday, June 17th.
- Working on Continuity of Operations (COOP) plan, Crisis Communication plan, and Threat and Risk Analysis (TRA).
- Working on a recommended severe weather shelter guide for bus routes.
- Continuing to work on Hydrogen Fuel Cell technology safety plans.
- Working on repairing or installing some security surveillance cameras that need attention.
- Recently obtained Learning Management System (LMS) for operator training.

## **MAINTENANCE**

- 6006 Radiator replacement
- 5001 Engine rebuild
- 7003 Front brakes
- 0915 Camera, radio, AVL install

## **OPERATIONS**

- Congratulations to our drivers for maintaining zero preventable accidents during the reporting period. We experienced only one non-preventable accident last month, reflecting the continued commitment of our operators to safe service delivery.
- Dispatch continues to manage daily operations despite having insufficient driver staffing to cover all scheduled routes. This challenge is particularly pronounced during the summer months as driver bid changes and scheduled vacations increase staffing demands. The team has worked diligently to maintain service levels while navigating these constraints.

## **INFORMATION TECHNOLOGY**

- Fully rolled out VIA's Interactive Voice Response (IVR) solution for ACCESS paratransit service to all riders on June 1. The system will allow riders to check the status of their trip(s) and cancel an upcoming trip 24 hours a day. About one-third of callers are selecting to use the IVR system.
- Continued work with VIA Remix to develop route and service change options for August.

## PROFIT AND LOSS STATEMENT

## GREATER LAFAYETTE PUBLIC TRANSPORTATION CORPORATION

| OPERATING REVENUE  | May-26        | May-25        | %DIFF/MO | YTD2026         | YTD2025         | %DIFF   | BUDGETED     |
|--------------------|---------------|---------------|----------|-----------------|-----------------|---------|--------------|
| PASSENGER FARES    | \$ 195,684.97 | \$ 338,341.46 | -42.16%  | \$ 1,109,477.90 | \$ 1,887,952.74 | -41.23% | \$ 3,926,050 |
| ADVERTISING INCOME | 1,108.00      | 14,666.67     | -92.45%  | 47,732.00       | 82,083.35       | -41.85% | 189,720      |
| INTEREST INCOME    | 8,996.78      | 13,082.26     | -31.23%  | 60,489.11       | 86,431.26       | -30.01% | -            |
| MISC. INCOME       | 8,646.17      | 17,719.99     | -51.21%  | 84,580.21       | 70,214.99       | 20.46%  | 50,000       |
|                    | \$ 214,435.92 | \$ 383,810.38 | -44.13%  | \$ 1,302,279.22 | \$ 2,126,682.34 | -38.76% | \$ 4,165,770 |

| OPERATING EXPENSE       | May-26        | May-25       | %DIFF/MO | YTD2026         | YTD2025         | %DIFF   | BUDGETED   | BALANCE      |
|-------------------------|---------------|--------------|----------|-----------------|-----------------|---------|------------|--------------|
| <b>PERSONNEL</b>        |               |              |          |                 |                 |         |            |              |
| OPERATOR WAGES          | \$ 327,224.88 | 504,739.17   | -35.17%  | \$ 2,131,578.13 | \$ 2,488,739.01 | -14.35% | 5,239,313  | \$ 3,107,735 |
| ADMINISTRATIVE WAGES    | 124,998.30    | 193,497.79   | -35.40%  | 799,911.20      | 835,220.55      | -4.23%  | 2,208,815  | \$ 1,408,904 |
| MAINTENANCE WAGES       | 64,613.70     | 86,864.59    | -25.62%  | 396,274.90      | 395,053.24      | 0.31%   | 1,015,104  | \$ 618,829   |
| FICA TAX                | 38,897.83     | 58,131.56    | -33.09%  | 249,975.79      | 280,269.94      | -10.81% | 647,437    | \$ 397,462   |
| PERF                    | 57,734.11     | 88,993.63    | -35.13%  | 370,116.16      | 419,342.49      | -11.74% | 1,014,147  | \$ 644,030   |
| LIFE & HEALTH INSURANCE | 113,037.06    | 217,993.77   | -48.15%  | 710,902.90      | 801,377.97      | -11.29% | 2,189,200  | \$ 1,478,297 |
| UNEMPLOYMENT INSURANCE  | (2,420.91)    | 562.51       | -530.38% | 9,761.15        | 14,585.60       | -33.08% | 70,000     | \$ 60,239    |
| WORK COMP INSURANCE     | 7,642.60      | 9,614.20     | -20.51%  | 24,168.60       | 45,106.20       | -46.42% | 115,526    | \$ 91,357    |
| UNIFORMS                | 4,843.84      | 2,629.76     | 84.19%   | 18,986.53       | 16,366.92       | 16.01%  | 50,000     | \$ 31,013    |
| FRINGE BENEFITS         | 4,351.40      | 5,580.53     | -22.03%  | 23,622.47       | 32,319.98       | -26.91% | 88,960     | \$ 65,338    |
|                         | 740,922.81    | 1,168,607.51 | -36.60%  | 4,735,297.83    | 5,328,381.90    | -11.13% | 12,638,502 | \$ 7,903,204 |

|                           |            |            |          |            |            |          |           |             |
|---------------------------|------------|------------|----------|------------|------------|----------|-----------|-------------|
| <b>COMMODITIES</b>        |            |            |          |            |            |          |           |             |
| DIESEL FUEL               | (3,441.09) | (1,717.27) | 100.38%  | 25,044.78  | 45,789.96  | -45.31%  | 81,975    | \$ 56,930   |
| CNG FUEL                  | 29,847.36  | 34,775.49  | -14.17%  | 183,729.76 | 167,608.08 | 9.62%    | 368,636   | \$ 184,906  |
| HYDRoGEN FUEL             |            |            |          |            |            |          | 200,000   | \$ 200,000  |
| GASOLINE                  | 2,734.30   | 2,013.90   | 35.77%   | 7,616.18   | 7,150.33   | 6.52%    | 23,264    | \$ 15,648   |
| LUBRICANTS                | 13,277.58  | 3,898.09   | 240.62%  | 27,090.24  | 10,306.82  | 162.84%  | 22,562    | \$ (4,528)  |
| REPAIR PARTS--STOCK       | 33,635.65  | 64,998.81  | -48.25%  | 148,738.62 | 138,372.46 | 7.49%    | 458,969   | \$ 310,230  |
| REPAIR PARTS--FIXED EQUIP | -          | -          | 0.00%    | 3,643.88   | 408.57     | 791.86%  | 3,671     | \$ 27       |
| TIRES & BATTERIES         | 5,415.60   | 2,202.20   | 145.92%  | 14,223.58  | 8,264.68   | 72.10%   | 20,198    | \$ 5,974    |
| CLEANING SUPPLIES         | 2,071.98   | 1,263.19   | 64.03%   | 18,137.12  | 11,546.03  | 57.09%   | 34,444    | \$ 16,307   |
| BUILDING MATERIALS        | -          | -          | 0.00%    | 111.18     | -          | 0.00%    | 5,000     | \$ 4,889    |
| POSTAGE & FREIGHT         | 611.34     | 59.72      | 923.68%  | 1,468.49   | 1,616.54   | -9.16%   | 5,446     | \$ 3,978    |
| OFFICE SUPPLIES           | 957.50     | 1,658.23   | -42.26%  | 9,494.89   | 6,866.98   | 38.27%   | 22,660    | \$ 13,165   |
| MAT & SUPP--GENERAL       | 12,351.53  | 2,042.51   | 504.72%  | 54,746.18  | 28,456.26  | 92.39%   | 38,997    | \$ (15,749) |
| MAT & SUPPLIES--BILLABLE  | -          | 49.28      | -100.00% | -          | 58.53      | -100.00% | -         | \$ -        |
| MAT & SUPPLIES--VEHS      | -          | -          | 0.00%    | 41.95      | 83.99      | -50.05%  | 170       | \$ 129      |
|                           | 97,461.75  | 111,244.15 | -12.39%  | 494,086.85 | 426,529.23 | 15.84%   | 1,285,992 | \$ 791,906  |

|                               |            |            |          |             |             |          |           |              |
|-------------------------------|------------|------------|----------|-------------|-------------|----------|-----------|--------------|
| <b>SERVICES &amp; CHARGES</b> |            |            |          |             |             |          |           |              |
| VANPOOL SUBSIDY               | 4,800.00   | 2,000.00   | 140.00%  | 16,000.00   | 7,796.00    | 105.23%  | 43,200    | \$ 27,200    |
| VANPOOL RENTAL                | -          | -          | 0.00%    | 24,620.00   | -           | 0.00%    | -         | \$ (24,620)  |
| ATTORNEY & AUDIT FEES         | 2,737.00   | -          | 0.00%    | 39,597.50   | 3,767.50    | 951.03%  | 100,000   | \$ 60,403    |
| CONTRACT MAINTENANCE          | 32,318.07  | 37,528.45  | -13.88%  | 178,202.48  | 188,161.54  | -5.29%   | 460,079   | \$ 281,877   |
| CUSTODIAL SERVICES            | 4,784.00   | -          | 0.00%    | 23,920.00   | 18,737.34   | 27.66%   | 70,000    | \$ 46,080    |
| CONTRACTUAL SERVICES          | 47,194.79  | 42,620.48  | 10.73%   | 325,427.19  | 232,600.92  | 39.91%   | 1,038,872 | \$ 713,445   |
| UTILITIES--TELEPHONE          | 1,086.29   | 1,437.11   | -24.41%  | 4,844.83    | 7,535.39    | -35.71%  | 18,763    | \$ 13,918    |
| UTILITIES--ELECTRIC           | 4,648.60   | 4,729.61   | -1.71%   | 11,082.02   | 14,198.80   | -21.95%  | 75,000    | \$ 63,918    |
| UTILITIES--WATER & SEWAGE     | 2,200.93   | 2,253.21   | -2.32%   | 12,442.71   | 12,973.70   | -4.09%   | 31,482    | \$ 19,039    |
| UTILITIES--GAS HEAT           | 24,585.63  | 5,341.99   | 360.23%  | (30,929.59) | 8,971.40    | -444.76% | 34,785    | \$ 65,715    |
| ADVERTISING & PROMOTION       | 6,580.49   | 5,500.30   | 19.64%   | 38,364.16   | 23,415.79   | 63.84%   | 125,000   | \$ 86,636    |
| EXTERIOR ADVERTISING          | -          | -          | 0.00%    | -           | -           | 0.00%    | 10,000    | \$ 10,000    |
| PRINTING                      | -          | 96.27      | -100.00% | 168.36      | 5,566.26    | -96.98%  | 42,097    | \$ 41,929    |
| ADVERTISING FEES              | -          | 37.85      | -100.00% | 4,437.16    | 1,706.53    | 160.01%  | 3,000     | \$ (1,437)   |
| DUES & SUBSCRIPTIONS          | -          | 110.00     | -100.00% | 10,457.00   | 524.00      | 1895.61% | 56,027    | \$ 45,570    |
| TRAVEL & MEETINGS             | 9,103.55   | 7,569.56   | 20.27%   | 35,228.83   | 26,879.05   | 31.06%   | 71,610    | \$ 36,381    |
| PREMIUM PL & PD INSURANCE     | 42,370.75  | 57,937.68  | -26.87%  | 214,372.75  | 289,688.40  | -26.00%  | 776,249   | \$ 561,876   |
| PAYOUTS--PL & PD INS.         | 11,389.90  | 5,994.61   | 90.00%   | 48,296.90   | 29,973.05   | 61.13%   | 100,000   | \$ 51,703    |
| RECOVERY/PHYSICAL DAMAGE      | (125.00)   | (4,482.65) | -97.21%  | (125.00)    | (13,881.66) | -99.10%  | -         | \$ 125       |
| OTHER CORPORATE INS.          | -          | 3.00       | -100.00% | 2,300.00    | 2,503.00    | -8.11%   | 5,234     | \$ 2,934     |
| VEHICLE REGISTRATION          | -          | -          | 0.00%    | -           | 45.00       | -100.00% | 200       | \$ 200       |
| INTEREST--SHORT TERM          | -          | -          | 0.00%    | 1,000.00    | -           | 0.00%    | -         | \$ (1,000)   |
| BAD DEBT EXPENSE              | -          | -          | 0.00%    | 1,124.00    | -           | 0.00%    | 2,000     | \$ 876       |
| MISC. EXPENSE                 | -          | -          | 0.00%    | -           | 75.00       | -100.00% | 8,000     | \$ 8,000     |
| CASH (OVER)/SHORT             | (38.00)    | (0.40)     | 9400.00% | (156.35)    | 203.60      | -176.79% | -         | \$ 156       |
|                               | 193,637.00 | 168,677.47 | 14.80%   | 960,674.95  | 861,237.01  | 11.55%   | 3,071,597 | \$ 2,110,923 |

|                       |                 |                 |         |                 |                 |        |               |               |
|-----------------------|-----------------|-----------------|---------|-----------------|-----------------|--------|---------------|---------------|
| <b>TOTAL EXPENSES</b> | \$ 1,032,021.56 | \$ 1,448,529.13 | -28.75% | \$ 6,190,059.63 | \$ 6,616,148.14 | -6.44% | \$ 16,996,092 | \$ 10,806,032 |
|-----------------------|-----------------|-----------------|---------|-----------------|-----------------|--------|---------------|---------------|

| OTHER INCOME                | May-26        | May-25        | %DIFF/MO | YTD2026         | YTD2025         | %DIFF   | BUDGETED     |
|-----------------------------|---------------|---------------|----------|-----------------|-----------------|---------|--------------|
| COUNTY PROPERTY TAX         | \$ 262,399.92 | \$ 252,189.00 | 4.05%    | \$ 1,311,999.60 | \$ 1,260,945.00 | 4.05%   | \$ 2,944,215 |
| LOCAL INCOME TAX            | 239,899.00    | 203,594.00    | 17.83%   | 554,495.00      | 497,458.00      | 11.47%  | 930,484      |
| STATE OPERATING GRANT       | 362,804.75    | 362,804.75    | 0.00%    | 1,814,023.75    | 1,814,023.75    | 0.00%   | 4,353,657    |
| FEDERAL OPERATING GRANT     | -             | -             | 0.00%    | -               | -               | 0.00%   | 5,225,612    |
| FEDERAL PLANNING ASSISTANCE | -             | -             | 0.00%    | -               | -               | 0.00%   | -            |
| FEDERAL PLANNING ASSISTANCE | 1,273,829.00  | 515,890.00    | 146.92%  | 3,663,924.00    | 825,784.00      | 343.69% | -            |
| ALTERNATIVE FUEL TAX CREDIT | -             | -             | 0.00%    | -               | -               | 0.00%   | -            |

|                           |                 |                 |        |                 |                 |        |               |
|---------------------------|-----------------|-----------------|--------|-----------------|-----------------|--------|---------------|
| STATE/LOCAL CONTRIBUTION  | -               | -               | 0.00%  | 24,620.00       | -               | 0.00%  | -             |
| <b>TOTAL OTHER INCOME</b> | \$ 2,138,932.67 | \$ 1,334,477.75 | 60.28% | \$ 7,369,062.35 | \$ 4,398,210.75 | 67.55% | \$ 13,453,968 |

| OTHER EXPENSES              | May-26        | May-25        | YTD2026         | YTD2025         |
|-----------------------------|---------------|---------------|-----------------|-----------------|
| (GAIN)/LOSS--ASSET DISPOSAL | \$ -          | \$ -          | \$ -            | \$ 418.38       |
| INTERGOVERNMENTAL FUNDS XFI | \$ -          | \$ -          | \$ -            | \$ -            |
| DEPRECIATION EXPENSE        | \$ 355,277.10 | \$ 341,662.76 | \$ 1,776,807.57 | \$ 1,710,967.58 |
| <b>TOTAL OTHER EXPENSES</b> | \$ 355,277.10 | \$ 341,662.76 | \$ 1,776,807.57 | \$ 1,711,385.96 |

|                          | May-26        | May-25         | YTD2026       | YTD2025           |
|--------------------------|---------------|----------------|---------------|-------------------|
| <b>NET PROFIT/(LOSS)</b> | \$ 966,069.93 | \$ (71,903.76) | \$ 704,474.37 | \$ (1,802,641.01) |

# REVENUE COMPARISON

May 2026

|                                     | May 2026             | May 2025             | % DIFF         | YTD2026                | YTD2025                | YTD2026        |
|-------------------------------------|----------------------|----------------------|----------------|------------------------|------------------------|----------------|
| <b>NON-CONTRACT REVENUE</b>         |                      |                      |                |                        |                        |                |
| CASH FARES                          | \$ 14,676.32         | \$ 18,320.90         | -19.89%        | \$ 81,713.37           | \$ 82,295.07           | -0.71%         |
| TOKENS                              | -                    | 2,725.00             | -100.00%       | -                      | 12,420.65              | -100.00%       |
| REGULAR PASS                        | 28,598.00            | 16,059.00            | 78.08%         | 75,728.75              | 54,033.00              | 40.15%         |
| DAY PASS                            | 32,423.32            | 4,230.00             | 666.51%        | 156,387.80             | 20,270.00              | 671.52%        |
| ELDERLY/DISABLED                    | 4,094.00             | 2,396.00             | 70.87%         | 11,372.54              | 11,801.00              | -3.63%         |
| SEMESTER PASS                       | 175.00               | 18,900.00            | -99.07%        | 190,377.00             | 320,802.35             | -40.66%        |
| <b>TOTAL NON-CONTRACT</b>           | <b>\$ 79,966.64</b>  | <b>\$ 62,630.90</b>  | <b>27.68%</b>  | <b>\$ 515,579.46</b>   | <b>\$ 501,622.07</b>   | <b>2.78%</b>   |
| <b>TOTAL WITH ACCESS</b>            | <b>\$ 85,685.97</b>  | <b>\$ 67,724.76</b>  | <b>26.52%</b>  | <b>\$ 545,213.90</b>   | <b>\$ 529,869.24</b>   | <b>2.90%</b>   |
| <b>CONTRACT REVENUE</b>             |                      |                      |                |                        |                        |                |
| CAMPUS                              | \$ -                 | \$ 167,838.70        | -100.00%       | \$ -                   | \$ 839,193.50          | -100.00%       |
| IVY TECH                            | -                    | -                    | 0.00%          | -                      | 5,000.00               | -100.00%       |
| WLSC                                | -                    | -                    | 0.00%          | -                      | -                      | 0.00%          |
| APARTMENTS                          | 109,999.00           | 102,778.00           | 7.03%          | 564,264.00             | 513,890.00             | 9.80%          |
| WABASH NATIONAL                     | -                    | -                    | 0.00%          | -                      | -                      | 0.00%          |
| TRIPPERS                            | -                    | -                    | 0.00%          | -                      | -                      | 0.00%          |
| SUPPLEMENTAL SVC.                   | -                    | -                    | 0.00%          | -                      | -                      | 0.00%          |
| <b>TOTAL CONTRACT</b>               | <b>\$ 109,999.00</b> | <b>\$ 270,616.70</b> | <b>-59.35%</b> | <b>\$ 564,264.00</b>   | <b>\$ 1,358,083.50</b> | <b>-58.45%</b> |
| <b>AUXILIARY REVENUE</b>            |                      |                      |                |                        |                        |                |
| EXTERIOR ADVER.                     | \$ -                 | \$ 14,666.67         | -100.00%       | \$ 45,000.00           | \$ 82,083.35           | -45.18%        |
| MISC / CONCESSIONS                  | 9,754.17             | 17,719.99            | -44.95%        | 87,312.21              | 70,214.99              | 24.35%         |
| <b>TOTAL AUXILLARY</b>              | <b>\$ 9,754.17</b>   | <b>\$ 32,386.66</b>  | <b>-69.88%</b> | <b>\$ 132,312.21</b>   | <b>\$ 152,298.34</b>   | <b>-13.12%</b> |
| <b>INTEREST REVENUE</b>             |                      |                      |                |                        |                        |                |
| INTEREST                            | \$ 8,996.78          | \$ 13,082.26         | -31.23%        | \$ 60,489.11           | \$ 86,431.26           | -30.01%        |
|                                     | <b>\$ 8,996.78</b>   | <b>\$ 13,082.26</b>  | <b>-31.23%</b> | <b>\$ 60,489.11</b>    | <b>\$ 86,431.26</b>    | <b>-30.01%</b> |
| <b>TOTAL REVENUE WITHOUT ACCESS</b> |                      |                      |                |                        |                        |                |
|                                     | May 2026             | May 2025             | % DIFF         | YTD2026                | YTD2025                | YTD2026        |
| NON-CONTRACT                        | \$ 79,966.64         | \$ 62,630.90         | 27.68%         | \$ 515,579.46          | \$ 501,622.07          | 2.78%          |
| CONTRACT                            | 109,999.00           | 270,616.70           | -59.35%        | 564,264.00             | 1,358,083.50           | -58.45%        |
| AUXILIARY                           | 9,754.17             | 32,386.66            | -69.88%        | 132,312.21             | 152,298.34             | -13.12%        |
| INTEREST                            | 8,996.78             | 13,082.26            | -31.23%        | 60,489.11              | 86,431.26              | -30.01%        |
|                                     | <b>\$ 208,716.59</b> | <b>\$ 378,716.52</b> | <b>-44.89%</b> | <b>\$ 1,272,644.78</b> | <b>\$ 2,098,435.17</b> | <b>-39.35%</b> |
| <b>TOTAL REVENUE WITH ACCESS</b>    |                      |                      |                |                        |                        |                |
|                                     | May 2026             | May 2025             | % DIFF         | YTD2026                | YTD2025                | YTD2026        |
| ALL SOURCES                         | \$ 208,716.59        | \$ 378,716.52        | -44.89%        | \$ 1,272,644.78        | \$ 2,098,435.17        | -39.35%        |
| ACCESS                              | 5,719.33             | 5,093.86             | 12.28%         | 29,634.44              | 28,247.17              | 4.91%          |
| <b>TOTAL REVENUE</b>                | <b>\$ 214,435.92</b> | <b>\$ 383,810.38</b> | <b>-44.13%</b> | <b>\$ 1,302,279.22</b> | <b>\$ 2,126,682.34</b> | <b>-38.76%</b> |

## BALANCE SHEET

## GREATER LAFAYETTE PUBLIC TRANSPORTATION CORPORATION

| ASSETS                                              | Dec-25                 | Current                | LIABILITIES                                        | Dec-25               | Current              |
|-----------------------------------------------------|------------------------|------------------------|----------------------------------------------------|----------------------|----------------------|
| <b>CASH &amp; CASH ITEMS</b>                        |                        |                        | <b>PAYABLES</b>                                    |                      |                      |
| CASH IN BANK-GENERAL FUND                           | 3,076,295.92           | 4,519,113.88           | TRADE PAYABLES                                     | -                    | -                    |
| CASH IN PAYROLL ACCOUNT-GEN FD                      | 101,895.09             | 46,318.10              | ACCOUNTS PAYABLE                                   | 1,898,435.68         | 36,982.72            |
| LEVY EXCESS FUND                                    | -                      | -                      | ACCOUNTS PAYABLE - CNG UTILITIES                   | -                    | -                    |
| WORKING FUNDS                                       | -                      | -                      | <b>TOTAL PAYABLES</b>                              | <b>1,898,435.68</b>  | <b>36,982.72</b>     |
| UNITED HEALTHCARE HRA IMPREST-GEN FD                | -                      | -                      |                                                    |                      |                      |
| HEALTHCARE IMPREST-GEN FD                           | -                      | -                      | <b>ACCRUED PAYROLL LIABILITIES</b>                 |                      |                      |
| RAINY DAY FUND                                      | 256,256.66             | 256,256.66             | ACCRUED WAGES PAYABLE                              | 177,262.45           | -                    |
| <b>TOTAL CASH &amp; CASH ITEMS</b>                  | <b>3,434,447.67</b>    | <b>4,821,688.64</b>    | ACCR COMPENSATED ABSENCES PAYABLE                  | 360,758.26           | 360,758.26           |
|                                                     |                        |                        | DEDUCTIONS-AUTO                                    | -                    | -                    |
| <b>RECEIVABLES</b>                                  |                        |                        | UNION DUES WITHHELD                                | 1,702.00             | -                    |
| ACCOUNTS RECEIVABLE                                 | 52,588.65              | 63,517.61              | DEDUCTION-FICA/MEDICARE EE                         | -                    | -                    |
| SHOP INVENTORY                                      | -                      | -                      | DEDUCTION-UNION DUES                               | -                    | -                    |
| A/R - CITY OF LAFAYETTE                             | -                      | -                      | DEDUCTION-WELLNESS                                 | -                    | -                    |
| CONTRACT RECEIVABLE-PURDUE                          | -                      | -                      | DEDUCTION-HEALTH INSURANCE                         | 30,913.02            | 45,437.85            |
| A/R-TICKET VENDING MACHINE COLLECTIONS              | -                      | -                      | DEDUCTION-HEALTH INS - COBRA                       | -                    | -                    |
| A/R - OFF-SITE PASS SALES COLLECTIONS               | 20,746.81              | 49,989.09              | DEDUCTION - CHARITABLE DONATIONS                   | -                    | -                    |
| ACCTS RECV-EMPLOYEE P/R WASH                        | 20,702.96              | 14,423.82              | DEDUCTION - LIFE DISABILITY INS                    | 4,256.85             | (57.71)              |
| A/R CAPITAL GRANTS-FTA                              | 6,407,443.00           | 5,761,549.00           | DEDUCTION-GARNISHMENTS                             | -                    | -                    |
| A/R OPERATING ASSISTANCE-FTA                        | -                      | -                      | DEDUCTION-UNITED WAY                               | 133.57               | 935.00               |
| A/R TAX DRAW-COUNTY/LOCAL                           | -                      | 1,311,999.60           | DEDUCTION-CABLE                                    | -                    | -                    |
| A/R GRANTS-STATE                                    | -                      | (1,068,528.25)         | DEDUCTION-PERF EE                                  | 8,428.14             | (59.80)              |
| A/R PLANNING ASSISTANCE-FTA                         | -                      | -                      | DEDUCTION-SUPPORT                                  | -                    | -                    |
| A/R OPERATING ASSISTANCE-STATE                      | -                      | -                      | DEDUCTION-EE LOANS                                 | 599.65               | 42.93                |
| A/R FEDERAL TAX CREDITS                             | -                      | -                      | DEDUCTION-BOSTON MUTUAL                            | 71.38                | -                    |
| PROPERTY TAX RECEIVABLE                             | 3,421,913.62           | 3,421,913.62           | DEFERRED COMPENSATION                              | 3,285.26             | -                    |
| <b>TOTAL RECEIVABLES</b>                            | <b>9,923,395.04</b>    | <b>9,554,864.49</b>    | ACCURED PERF PAYABLE ER                            | 30,106.02            | 4,785.11             |
|                                                     |                        |                        | <b>TOTAL PAYROLL LIABILITIES</b>                   | <b>617,516.60</b>    | <b>411,841.64</b>    |
| <b>MATERIALS &amp; SUPPLIES INVENTORY</b>           |                        |                        | <b>ACCRUED TAX LIABILITIES</b>                     |                      |                      |
| BUS PARTS INVENTORY                                 | 485,050.30             | 539,134.40             | FIT TAXES                                          | 70,308.34            | -                    |
| PARTS INVENTORY-CLEARING ACCT                       | -                      | -                      | FICA/MEDICARE                                      | -                    | -                    |
| DIESEL & GASOLINE INVENTORY                         | 20,650.29              | 36,787.40              | STATE TAX                                          | -                    | -                    |
| OIL, LUBE, ANTIFREEZE INVENTORY                     | -                      | 1,953.77               | STATE UNEMPLOYMENT TAX                             | -                    | -                    |
| TIRES, TUBES, BATTERIES INVENTORY                   | 1,713.07               | 755.11                 | COUNTY TAX                                         | -                    | -                    |
| FACILITIES PARTS INVENTORY                          | 7,934.19               | 7,934.19               | <b>TOTAL TAX LIABILITIES</b>                       | <b>70,308.34</b>     | -                    |
| <b>TOTAL MATERIALS &amp; SUPPLIES INVENTORY</b>     | <b>515,347.85</b>      | <b>586,564.87</b>      |                                                    |                      |                      |
|                                                     |                        |                        | <b>SHORT TERM DEBT</b>                             |                      |                      |
| <b>TANGIBLE PROPERTY TRANSIT OPS</b>                |                        |                        | SHORT TERM DEBT                                    | -                    | -                    |
| REVENUE EQUIPMENT                                   | 38,367,246.43          | 38,513,949.13          | AUTO INSURANCE PAYOUT LIABILITY                    | -                    | -                    |
| SUPPORT VEHICLES                                    | 724,215.30             | 728,906.95             | WORKERMAN COMP INSURANCE PAYOUT LIABILITY          | -                    | -                    |
| BUILDING & STRUCTURE                                | 22,561,258.87          | 22,592,103.39          | INSURANCE PAYOUT LIABILITY                         | -                    | -                    |
| EQUIPMENT SHOP & GARAGE                             | 1,056,053.88           | 1,056,053.88           | ACCURED INTEREST PAYABLE - BANK OF AMERICA-CNG     | -                    | -                    |
| REVENUE COLLECTION FAREBOX                          | 1,680,594.51           | 1,680,594.51           | <b>TOTAL SHORT TERM DEBT</b>                       | -                    | -                    |
| COMMUNICATIONS EQUIPMENT                            | 1,853,923.45           | 1,864,482.45           |                                                    |                      |                      |
| OFFICE EQUIPMENT & FURNISHINGS                      | 493,051.35             | 494,487.11             | <b>OTHER CURRENT LIABILITIES</b>                   |                      |                      |
| CONSTR. IN PROGRESS-SHOP                            | -                      | 24,679.08              | UNREDEEMED TOKENS                                  | -                    | -                    |
| CONSTR. IN PROGRESS - HYDROGEN                      | 6,892,179.16           | 9,719,654.00           | UNREDEEMED REGULAR PASSES                          | -                    | -                    |
| CONSTR. IN PROGRESS - PROJECTS                      | -                      | 16,693.36              | UNREDEEMED DAY PASSES                              | -                    | -                    |
| CONSTR. IN PROGRESS - SHELTERS                      | -                      | -                      | UNREDEEMED E & D PASSES                            | -                    | -                    |
| LAND                                                | 926,471.26             | 926,471.26             | UNREDEEMED SEMESTER PASSES                         | -                    | 117,578.00           |
| <b>TOTAL PROPERTY COST</b>                          | <b>74,554,994.21</b>   | <b>77,618,075.12</b>   | UNREDEEMED LOOP PASSES                             | -                    | -                    |
|                                                     |                        |                        | DEFERRED REVENUE-COUNTY/LOCAL                      | -                    | -                    |
| <b>ACC DEPR-REVENUE EQUIPMENT</b>                   | <b>(27,218,118.45)</b> | <b>(28,412,817.15)</b> | DEFERRED REVENUE-ADVERTISING & PAINTED TRANSIT     | -                    | -                    |
| ACC DEPR-SUPPORT VEHICLES                           | (536,358.31)           | (557,245.03)           | FEDERAL TAX PAYABLE                                | -                    | -                    |
| ACC DEPR-BUILDING & STRUCTURE                       | (12,592,663.57)        | (12,988,782.22)        | UNREDEEMED 50 FARESAVERS                           | -                    | -                    |
| ACC DEPR-EQUIPMENT SHOP & GARAGE                    | (583,056.07)           | (621,361.01)           | UNREDEEMED PASS STUDENT                            | -                    | -                    |
| ACC DEPR-REVENUE COLLECTION FAREBOX                 | (1,301,530.34)         | (1,338,619.32)         | UNREDEEMED REVENUE                                 | 171,600.00           | 146,980.00           |
| ACC DEPR-COMMUNICATIONS EQUIPMENT                   | (1,273,332.05)         | (1,344,195.24)         | UNREDEEMED TVM CHG/STRD VALUE CARDS                | 10,527.19            | 4,288.24             |
| ACC DEPR-OFFICE EQUIPMENT & FURNISHINGS             | (331,033.52)           | (349,879.91)           | NET PENSION LIABILITY                              | 4,931,104.00         | 4,931,104.00         |
| ACC DEPR-CONSTR IN PROGRESS-WLAF                    | -                      | -                      | <b>TOTAL OTHER CURRENT LIABILITIES</b>             | <b>5,113,231.19</b>  | <b>5,199,950.24</b>  |
| ACC DEPR-CONSTR IN PROGRESS-LAF                     | -                      | -                      |                                                    |                      |                      |
| <b>TOTAL ACCUMULATED DEPRECIATION</b>               | <b>(43,836,092.31)</b> | <b>(45,612,899.88)</b> | <b>LONG-TERM DEBT</b>                              |                      |                      |
| <b>TOTAL PROPERTY LESS DEPRECIATION</b>             | <b>30,718,901.90</b>   | <b>32,005,175.24</b>   | BANK OF AMERICA LONG-TERM PAYABLE-CNG              | -                    | -                    |
|                                                     |                        |                        | <b>TOTAL LONG-TERM DEBT</b>                        | -                    | -                    |
| <b>SPECIAL FUNDS</b>                                |                        |                        | <b>ESTIMATED LIABILITIES</b>                       |                      |                      |
| SPECIAL FUNDS                                       | -                      | -                      | FTA EST RES FOR ENCUMBRANCES                       | -                    | -                    |
| BONDS & INTEREST CASH ACCT                          | -                      | -                      | <b>TOTAL ESTIMATED LIABILITIES</b>                 | -                    | -                    |
| INVESTMENTS-BON & INTEREST FUND                     | -                      | -                      |                                                    |                      |                      |
| ACA MLR PREMIUM REBATE                              | -                      | -                      | <b>DEFERRED CREDITS</b>                            |                      |                      |
| BUS AUTO INS CASH FUND                              | 400,000.00             | 400,000.00             | DEFERRED CR - MYERS PED BRIDGE PROJECT             | -                    | -                    |
| PAYROLL ACCRUAL                                     | -                      | -                      | <b>TOTAL DEFERRED CREDITS</b>                      | -                    | -                    |
| DIRECTOR & OFFICERS SPEC CASH                       | 74,870.36              | 74,870.36              |                                                    |                      |                      |
| ELTF DEDUCTIBLE FUNDS                               | 15,000.00              | 15,000.00              | <b>DEFERRED INFLOWS</b>                            |                      |                      |
| INVESTMENTS                                         | -                      | -                      | DEFERRED INFLOW - EXPECTED AND ACTUAL EXPERIENCE   | -                    | -                    |
| CUMULATIVE CAPITAL FUND                             | -                      | -                      | DEFERRED INFLOW - EXPECTED AND ACTUAL INV EARNINGS | -                    | -                    |
| CAPITAL IMPROV RESERVE FUND                         | -                      | -                      | DEFERRED INFLOW - PROPORTIONATE SHARE              | 27,133.00            | 27,133.00            |
| CAPITAL IMPROV. INVESTMENTS                         | -                      | -                      | DEFERRED INFLOW - ASSUMPTIONS                      | -                    | -                    |
| <b>TOTAL SPECIAL FUNDS</b>                          | <b>489,870.36</b>      | <b>489,870.36</b>      | DEFERRED INFLOW FROM PROPERTY TAXES                | 3,421,913.62         | 3,421,913.62         |
|                                                     |                        |                        | <b>TOTAL DEFERRED INFLOWS</b>                      | <b>3,449,046.62</b>  | <b>3,449,046.62</b>  |
| <b>OTHER ASSETS</b>                                 |                        |                        |                                                    |                      |                      |
| PRE-PAID INSURANCE                                  | 378,215.50             | 186,051.15             | <b>CONTRIBUTIONS</b>                               |                      |                      |
| PRE-PAID EXPENSES                                   | 100,825.97             | 272,691.20             | INVESTMENTS IN TRANSIT SYS-LAF                     | 24,682.75            | 24,682.75            |
| PRE-PAID PAYOUT INSURANCE                           | 25,000.00              | 11,276.35              | FED GOVERN CAP GRANT SEC 3 (5309)                  | 23,056,883.82        | 23,056,883.82        |
| OTHER ACCRUALS                                      | -                      | -                      | FED GOVERN CAP GRANT SEC 5                         | 2,633,996.56         | 2,633,996.56         |
| <b>TOTAL OTHER ASSETS</b>                           | <b>504,041.47</b>      | <b>470,018.70</b>      | FED GOVERN CAP GRANT SEC 9 (5307)                  | 43,879,641.65        | 48,196,679.65        |
|                                                     |                        |                        | STATE CAP GRANT CONTRIBUTION                       | 788,343.85           | 788,343.85           |
| <b>DEFERRED OUTFLOWS</b>                            |                        |                        | STATE CAP GRANT SEC 9                              | 657,682.35           | 657,682.35           |
| DEFERRED OUTFLOW - PERF EMPLOYER CONTRIBUTIONS      | 467,505.00             | 467,505.00             | STATE CAP GRANT SEC 5                              | 601,488.98           | 601,488.98           |
| DEFERRED OUTFLOW - PROPORTIONATE SHARE              | 85,407.00              | 85,407.00              | CONTRIBUTIONS NON GOVERNMENTAL                     | -                    | -                    |
| DEFERRED OUTFLOW - EXPECTED AND ACTUAL EXPERIENCE   | 505,378.00             | 505,378.00             | ACCUMULATED EARNINGS/LOSSES                        | (35,494,069.10)      | (35,418,211.88)      |
| DEFERRED OUTFLOW - EXPECTED AND ACTUAL INV EARNINGS | 652,895.00             | 652,895.00             | <b>TOTAL CONTRIBUTIONS</b>                         | <b>36,148,650.86</b> | <b>40,541,546.08</b> |
| DEFERRED OUTFLOW - CHANGE IN ASSUMPTION             | -                      | -                      |                                                    |                      |                      |
| <b>TOTAL DEFERRED OUTFLOWS</b>                      | <b>1,711,185.00</b>    | <b>1,711,185.00</b>    |                                                    |                      |                      |
| <b>TOTAL ASSETS</b>                                 | <b>47,297,189.29</b>   | <b>49,639,367.30</b>   | <b>TOTAL LIABILITIES &amp; CONTRIBUTIONS</b>       | <b>47,297,189.29</b> | <b>49,639,367.30</b> |

May 2026

**EXPENDITURES TO DATE AND REMAINING BUDGET**

GREATER LAFAYETTE PUBLIC TRANSPORTATION CORPORATION

Budget to date 41.7%

|                                   | <b>BUDGET<br/>FY2025</b> | <b>Budget<br/>to Date</b> | <b>Expenditures<br/>to Date</b> | <b>Expenditures<br/>to Date %</b> | <b>Remaining<br/>Budget</b> |
|-----------------------------------|--------------------------|---------------------------|---------------------------------|-----------------------------------|-----------------------------|
| <b>PERSONNEL</b>                  |                          |                           |                                 |                                   |                             |
| Operator Wages                    | 5,239,313                | 2,183,047                 | 2,131,578                       | 40.7%                             | 3,107,735                   |
| Administrative Wages              | 2,208,815                | 920,340                   | 799,911                         | 36.2%                             | 1,408,904                   |
| Maintenance Wages                 | 1,015,104                | 422,960                   | 396,275                         | 39.0%                             | 618,829                     |
| FICA                              | 647,437                  | 269,766                   | 249,976                         | 38.6%                             | 397,462                     |
| PERF                              | 1,014,147                | 422,561                   | 370,116                         | 36.5%                             | 644,030                     |
| Life & Health Insurance           | 2,189,200                | 912,167                   | 710,903                         | 32.5%                             | 1,478,297                   |
| Unemployment Insurance            | 70,000                   | 29,167                    | 9,761                           | 13.9%                             | 60,239                      |
| Work Comp Insurance               | 115,526                  | 48,136                    | 24,169                          | 20.9%                             | 91,357                      |
| Uniforms                          | 50,000                   | 20,833                    | 18,987                          | 38.0%                             | 31,013                      |
| Tool Allowance/Fringe Benefits    | 88,960                   | 37,067                    | 23,622                          | 26.6%                             | 65,338                      |
| Affordable Care Act Fees          | -                        | -                         | -                               | 0.0%                              | -                           |
|                                   | <b>12,638,502</b>        | <b>5,266,043</b>          | <b>4,735,298</b>                | <b>37.5%</b>                      | <b>7,903,204</b>            |
| <b>COMMODITIES</b>                |                          |                           |                                 |                                   |                             |
| Diesel Fuel                       | 81,975                   | 34,156                    | 25,045                          | 30.6%                             | 56,930                      |
| Natural Gas Fuel                  | 368,636                  | 153,598                   | 183,730                         | 49.8%                             | 184,906                     |
| Hydrogen Fuel                     | 200,000                  | -                         | -                               | 0.0%                              | -                           |
| Gasoline                          | 23,264                   | 9,693                     | 7,616                           | 32.7%                             | 15,648                      |
| Oil & Antifreeze                  | 22,562                   | 9,401                     | 27,090                          | 120.1%                            | (4,528)                     |
| Repair Parts, Revenue Vehicles    | 458,969                  | 191,237                   | 148,739                         | 32.4%                             | 310,230                     |
| Repair Parts, Fixed Equipment     | 3,671                    | 1,529                     | 3,644                           | 99.3%                             | 27                          |
| Tires and Batteries               | 20,198                   | 8,416                     | 14,224                          | 70.4%                             | 5,974                       |
| Cleaning Supplies                 | 34,444                   | 14,352                    | 18,137                          | 52.7%                             | 16,307                      |
| Building Materials                | 5,000                    | 2,083                     | 111                             | 2.2%                              | 4,889                       |
| Postage & Freight                 | 5,446                    | 2,269                     | 1,468                           | 27.0%                             | 3,978                       |
| Office Supplies                   | 22,660                   | 9,442                     | 9,495                           | 41.9%                             | 13,165                      |
| Other Materials, General Business | 38,997                   | 16,249                    | 54,746                          | 140.4%                            | (15,749)                    |
| Other Materials, Billable         | -                        | -                         | -                               | 0.0%                              | -                           |
| Other Materials, Vehicles         | 170                      | 71                        | 42                              | 24.6%                             | 129                         |
|                                   | <b>1,285,992</b>         | <b>452,497</b>            | <b>494,087</b>                  | <b>38.4%</b>                      | <b>591,906</b>              |
| <b>SERVICES &amp; CHARGES</b>     |                          |                           |                                 |                                   |                             |
| Vanpool Subsidy                   | 43,200                   | 18,000                    | 16,000                          | 37.0%                             | (16,000)                    |
| Vanpool Rental                    | -                        | -                         | 24,620                          | 0.0%                              | (24,620)                    |
| Attorney & Audit                  | 100,000                  | 41,667                    | 39,598                          | 39.6%                             | 60,403                      |
| Contract Maintenance              | 460,079                  | 191,700                   | 178,202                         | 38.7%                             | 281,877                     |
| Custodial Services                | 70,000                   | 29,167                    | 23,920                          | 34.2%                             | 46,080                      |
| Contractual Services              | 1,038,872                | 432,863                   | 325,427                         | 31.3%                             | 713,445                     |
| Utilities, Telephone              | 18,763                   | 7,818                     | 4,845                           | 25.8%                             | 13,918                      |
| Utility Expense, Electric         | 75,000                   | 31,250                    | 11,082                          | 14.8%                             | 63,918                      |
| Utility Expense, Water & Sewage   | 31,482                   | 13,118                    | 12,443                          | 39.5%                             | 19,039                      |
| Utilities, Natural Gas Heat       | 34,785                   | 14,494                    | (30,930)                        | -88.9%                            | 65,715                      |
| Advertising & Promotions          | 125,000                  | 52,083                    | 38,364                          | 30.7%                             | 86,636                      |
| Exterior Advertising              | 10,000                   | 4,167                     | -                               | 0.0%                              | 10,000                      |
| Printing                          | 42,097                   | 17,540                    | 168                             | 0.4%                              | 41,929                      |
| Advertising Fees (Legal Ads)      | 3,000                    | 1,250                     | 4,437                           | 147.9%                            | (1,437)                     |
| Dues & Subscriptions              | 56,027                   | 23,345                    | 10,457                          | 18.7%                             | 45,570                      |
| Travel & Meeting Expenses         | 71,610                   | 29,838                    | 35,229                          | 49.2%                             | 36,381                      |
| Premium on PL & PD                | 776,249                  | 323,437                   | 214,373                         | 27.6%                             | 561,876                     |
| Payouts PL & PD                   | 100,000                  | 41,667                    | 48,297                          | 48.3%                             | 51,703                      |
| Recovery/physical Damage          | -                        | -                         | (125)                           | 0.0%                              | 125                         |
| Other Corporate Ins               | 5,234                    | 2,181                     | 2,300                           | 43.9%                             | 2,934                       |
| Vehicle Registration              | 200                      | 83                        | -                               | 0.0%                              | 200                         |
| Interest - Short Term             | -                        | -                         | 1,000                           | 0.0%                              | (1,000)                     |
| Bad Debt Expense                  | 2,000                    | 833                       | 1,124                           | 56.2%                             | 876                         |
| Misc. Expense                     | 8,000                    | 3,333                     | -                               | 0.0%                              | 8,000                       |
|                                   |                          |                           | (156)                           | 0.0%                              | 156                         |
|                                   | <b>3,071,597</b>         | <b>1,279,832</b>          | <b>960,675</b>                  | <b>31.3%</b>                      | <b>2,067,723</b>            |
| <b>TOTAL OPERATING EXPENSE:</b>   | <b>16,996,092</b>        | <b>6,998,372</b>          | <b>6,190,060</b>                | <b>36.4%</b>                      | <b>10,562,832</b>           |
| (GAIN)/LOSS--ASSET DISPOSAL       | -                        | -                         | -                               | 0.0%                              | -                           |
| <b>TOTAL EXPENSES</b>             | <b>16,996,092</b>        | <b>6,998,372</b>          | <b>6,190,060</b>                | <b>36.4%</b>                      | <b>10,562,832</b>           |



# May 2026

| Route                         | RouteName             | Passengers     | Total Miles       | Total Hours     | P/Mi        | %DIFF<br>FROM 2025 | P/Hrs        | %DIFF<br>FROM 2025 |
|-------------------------------|-----------------------|----------------|-------------------|-----------------|-------------|--------------------|--------------|--------------------|
| 11                            | Creasy Lane           | 9,877          | 10,084.61         | 773.05          | 0.98        |                    | 12.78        |                    |
| 12                            | South Street          | 8,518          | 7,410.74          | 738.86          | 1.15        |                    | 11.53        |                    |
| 13                            | Main Street           | 8,791          | 8,842.29          | 764.81          | 0.99        |                    | 11.49        |                    |
| 14                            | Brady Lane            | 8,936          | 12,292.69         | 864.17          | 0.73        |                    | 10.34        |                    |
| 21                            | McCormick Road        | 21,345         | 13,740.83         | 1,024.40        | 1.55        |                    | 20.84        |                    |
| 22                            | Salisbury Street      | 15,821         | 8,951.28          | 752.68          | 1.77        |                    | 21.02        |                    |
| 23                            | Sagamore West         | 6,356          | 5,834.69          | 384.20          | 1.09        |                    | 16.54        |                    |
| 31                            | North 9th Street      | 1,505          | 2,174.85          | 109.97          | 0.69        |                    | 13.69        |                    |
| 32                            | Schuyler Avenue       | 4,597          | 3,420.73          | 285.02          | 1.34        |                    | 16.13        |                    |
| 33                            | Ferry Street          | 2,293          | 2,282.53          | 182.62          | 1.00        |                    | 12.56        |                    |
| 34                            | Teal Road             | 2,746          | 3,347.36          | 281.90          | 0.82        |                    | 9.74         |                    |
| 35                            | Park East Boulevard   | 922            | 4,519.81          | 286.26          | 0.20        |                    | 3.22         |                    |
| 36                            | South 18th Street     | 2,536          | 8,201.07          | 576.51          | 0.31        |                    | 4.40         |                    |
| 41                            | The Connector         | 3,320          | 3,614.27          | 340.04          | 0.92        |                    | 9.76         |                    |
| 42                            | Happy Hollow Road     | 5,717          | 4,028.22          | 365.21          | 1.42        |                    | 15.65        |                    |
| 43                            | Northwestern          | 7,063          | 5,045.62          | 388.59          | 1.40        |                    | 18.18        |                    |
| <b>Sub Total:</b>             |                       | <b>110,343</b> | <b>103,791.59</b> | <b>8,118.29</b> | <b>1.06</b> | <b>▼-29.44%</b>    | <b>13.59</b> | <b>▼-31.92%</b>    |
|                               |                       |                |                   |                 |             |                    |              |                    |
| 51E                           | Lark & Alight Express | 5,996          | 1,878.29          | 139.42          | 3.19        | ▲ 25.25%           | 43.01        | ▲ 29.16%           |
| 52E                           | Cumberland Express    | 1,730          | 1,047.22          | 71.74           | 1.65        | ▲ 197.46%          | 24.11        | ▲ 139.49%          |
| 53E                           | Lindberg Express      | 9,214          | 2,471.46          | 196.68          | 3.73        | ▲ 79.98%           | 46.85        | ▲ 78.27%           |
| <b>Sub Total:</b>             |                       | <b>16,940</b>  | <b>5,396.97</b>   | <b>407.84</b>   | <b>3.14</b> | <b>▲ 67.27%</b>    | <b>41.54</b> | <b>▲ 60.73%</b>    |
|                               |                       |                |                   |                 |             |                    |              |                    |
| <b>MB Total:</b>              |                       | <b>127,283</b> | <b>109,188.56</b> | <b>8,526</b>    | <b>1.17</b> | <b>▼-25.55%</b>    | <b>15</b>    | <b>▼-26.44%</b>    |
|                               |                       |                |                   |                 |             |                    |              |                    |
| DR                            | Paratransit           | 2798           | 13,482.58         | 992.55          | 0.21        | ■ -0.22%           | 2.82         | ■ 2.42%            |
| <b>Demand Response Total:</b> |                       | <b>2,798</b>   | <b>13,482.58</b>  | <b>992.55</b>   | <b>0.21</b> | <b>■ -0.95%</b>    | <b>2.82</b>  | <b>▲ 10.64%</b>    |
|                               |                       |                |                   |                 |             |                    |              |                    |
| VP                            | Vanpool               | 2,163          | 9,774.02          | 229.00          | 0.22        | ▼ -52.31%          | 9.45         | ▼ -37.41%          |
| <b>Vanpool Total:</b>         |                       | <b>2163.00</b> | <b>9,774.02</b>   | <b>229.00</b>   | <b>0.22</b> | <b>▼-52.31%</b>    | <b>9.45</b>  | <b>▼-37.41%</b>    |
|                               |                       |                |                   |                 |             |                    |              |                    |
| <b>Grand Total:</b>           |                       | <b>132,244</b> | <b>132,445.16</b> | <b>9,747.68</b> | <b>1.00</b> | <b>▼-29.82%</b>    | <b>13.57</b> | <b>▼-26.41%</b>    |



### May 2026

| Route             | Route Name          | Passengers     |
|-------------------|---------------------|----------------|
| 11                | Creasy Lane         | 9,877          |
| 12                | South Street        | 8,518          |
| 13                | Main Street         | 8,791          |
| 14                | Brady Lane          | 8,936          |
| 21                | McCormick Road      | 21,345         |
| 22                | Salisbury Street    | 15,821         |
| 23                | Sagamore West       | 6,356          |
| 31                | North 9th Street    | 1,505          |
| 32                | Schuyler Avenue     | 4,597          |
| 33                | Ferry Street        | 2,293          |
| 34                | Teal Road           | 2,746          |
| 35                | Park East Boulevard | 922            |
| 36                | South 18th Street   | 2,536          |
| 41                | The Connector       | 3,320          |
| 42                | Happy Hollow Road   | 5,717          |
| 43                | Northwestern        | 7,063          |
| <b>Sub Total:</b> |                     | <b>110,343</b> |

|                   |                       |               |
|-------------------|-----------------------|---------------|
| 51E               | Lark & Alight Express | 5,996         |
| 52E               | Cumberland Express    | 1,730         |
| 53E               | Lindberg Express      | 9,214         |
| <b>Sub Total:</b> |                       | <b>16,940</b> |

|                  |  |                |
|------------------|--|----------------|
| <b>MB Total:</b> |  | <b>127,283</b> |
|------------------|--|----------------|

|                               |             |              |
|-------------------------------|-------------|--------------|
| DR                            | Paratransit | 2,798        |
| <b>Demand Response Total:</b> |             | <b>2,798</b> |

|                       |         |              |
|-----------------------|---------|--------------|
| VP                    | Vanpool | 2,163        |
| <b>Vanpool Total:</b> |         | <b>2,163</b> |

|                     |  |                |
|---------------------|--|----------------|
| <b>Grand Total:</b> |  | <b>132,244</b> |
|---------------------|--|----------------|

### May 2025

|  | Route Name | Passengers |
|--|------------|------------|
|--|------------|------------|

|                    |                |
|--------------------|----------------|
| All Regular Routes | 174,506        |
| <b>Sub Total:</b>  | <b>174,506</b> |

|                   |               |
|-------------------|---------------|
| Campus Routes     | 12,541        |
| <b>Sub Total:</b> | <b>12,541</b> |

|                    |               |
|--------------------|---------------|
| Express/Apt Routes | 12,111        |
| <b>Sub Total:</b>  | <b>12,111</b> |

|                  |  |                |
|------------------|--|----------------|
| <b>MB Total:</b> |  | <b>199,158</b> |
|------------------|--|----------------|

|                               |             |              |
|-------------------------------|-------------|--------------|
| DR                            | ACCESS/FLEX | 2,904        |
| <b>Demand Response Total:</b> |             | <b>2,904</b> |

|                       |         |            |
|-----------------------|---------|------------|
| VP                    | Vanpool | 664        |
| <b>Vanpool Total:</b> |         | <b>664</b> |

|                     |  |                |
|---------------------|--|----------------|
| <b>Grand Total:</b> |  | <b>202,726</b> |
|---------------------|--|----------------|

# OPERATIONS REPORT

May-26

|            | 2026<br>MONTH | 2025<br>MONTH | 2026<br>YTD | 2025<br>YTD |
|------------|---------------|---------------|-------------|-------------|
| MILES      | 132,445       | 142,480       | 732,510     | 765,950     |
| PAID HOURS | 20,022        | 16,077        | 77,977      | 81,573      |

|                     | 2026  | 2025  | YTD 2026 | YTD 2025 | % DIFF MO  | % DIFF YTD |
|---------------------|-------|-------|----------|----------|------------|------------|
| ACCIDENTS           | 1     | 5     | 16       | 23       | ▼ -80.00%  | ▼ -30.43%  |
| PER 100,000 MILES   | 0.76  | 3.51  | 2.18     | 3.00     | ▼ -78.48%  | ▼ -27.26%  |
| PREVENTABLE         | 0     | 3     | 6        | 14       | ▼ -100.00% | ▼ -57.14%  |
| PER 100,000 MILES   | 0.00  | 2.11  | 0.82     | 1.83     | ▼ -100.00% | ▼ -55.19%  |
| NON-PREVENTABLE     | 1     | 2     | 10       | 8        | ▼ -50.00%  | ▲ 25.00%   |
| PER 100,000 MILES   | 0.76  | 1.40  | 1.37     | 1.04     | ▼ -46.21%  | ▲ 30.71%   |
|                     |       |       |          |          |            |            |
| OVERTIME IN HOURS   | 3,597 | 3,051 | 11,594   | 13,090   | ▲ 17.91%   | ▲ -11.43%  |
| % OF OVERTIME HOURS | 18.0% | 19.0% | 14.9%    | 16.0%    | ▲ -5.32%   | ▲ -7.35%   |
|                     |       |       |          |          |            |            |
| SAFETY MEETINGS     | 1     | 0     | 5        | 3        |            |            |
|                     |       |       |          |          |            |            |

NO PAY HOURS: 2073

## ROADCALLS 2026

|             | May-26 | May-25 | % DIFF  |
|-------------|--------|--------|---------|
| MECHANICAL  | 1      | 1      | 100.00% |
| OTHER       | 0      | 0      | #DIV/0! |
| DELAYS      | 0      | 0      | #DIV/0! |
| TOTAL-MONTH | 1      | 1      | 100.00% |
| TOTAL-YTD   | 14     | 10     | 14.00%  |

| BUS# | PROBLEM      | DATE      | MECH OR OTHER |
|------|--------------|-----------|---------------|
| 7003 | Coolant Leak | 5/22/2026 | M             |
|      |              |           |               |
|      |              |           |               |
|      |              |           |               |
|      |              |           |               |
|      |              |           |               |

### DIESEL COST COMPARISON FOR 2026 (CURRENT YEAR VS LAST YEAR)

| Month | Total Gallons<br>2026 | Total Gallons<br>2025 | % Difference | Avg Cost<br>Gallon 2026 | Avg Cost Gallon<br>2025 | Different per<br>Gallon | Total Diesel<br>spend 2026 | Total Diesel<br>spend 2025 |
|-------|-----------------------|-----------------------|--------------|-------------------------|-------------------------|-------------------------|----------------------------|----------------------------|
| JAN   | 1,889                 | 2,700                 | -30.04%      | \$2.4200                | \$2.2800                | \$0.1400                | \$4,571                    | \$6,156                    |
| FEB   | 3,070                 | 1,824                 | 68.31%       | \$2.4200                | \$2.1800                | \$0.2400                | \$7,429                    | \$3,976                    |
| MAR   | 2,400                 | 2,648                 | -9.37%       | \$3.3300                | \$2.1800                | \$1.1500                | \$7,992                    | \$5,773                    |
| APR   | 1,800                 | 3,330                 | -45.95%      | \$3.3200                | \$2.1300                | \$1.1900                | \$5,976                    | \$7,093                    |
| MAY   | 426                   | 1,349                 | -68.42%      | \$3.3200                | \$2.1300                | \$1.1900                | \$1,414                    | \$2,873                    |
| JUN   |                       |                       | #DIV/0!      |                         |                         | \$0.0000                |                            |                            |
| JUL   |                       |                       | #DIV/0!      |                         |                         | \$0.0000                |                            |                            |
| AUG   |                       |                       | #DIV/0!      |                         |                         | \$0.0000                |                            |                            |
| SEP   |                       |                       | #DIV/0!      |                         |                         | \$0.0000                |                            |                            |
| OCT   |                       |                       | #DIV/0!      |                         |                         | \$0.0000                |                            |                            |
| NOV   |                       |                       | #DIV/0!      |                         |                         | \$0.0000                |                            |                            |
| DEC   |                       |                       | #DIV/0!      |                         |                         | \$0.0000                |                            |                            |
| TOTAL | 9,585                 | 11,851                | -19.12%      | \$2.9620                | \$2.1800                | \$0.7820                | \$27,383                   | \$25,871                   |

### CNG ACCESS BUSES (CURRENT YEAR VS LAST YEAR)

| Month | Total DGE<br>Used 2026 | Total DGE Used<br>2025 | % Difference | Avg Cost CNG<br>per DGE 2026 | Avg Cost CNG per<br>DGE 2025 | Different per<br>Gallon | Total CNG DGE<br>spend 2026 | Total CNG DGE<br>spend 2025 |
|-------|------------------------|------------------------|--------------|------------------------------|------------------------------|-------------------------|-----------------------------|-----------------------------|
| JAN   | 1,838                  | 1,140                  | 61.2281%     | \$0.9870                     | \$1.5100                     | -\$0.5230               | \$1,814                     | \$1,721                     |
| FEB   | 1,859                  | 1,480                  | 25.6506%     | \$1.0790                     | \$0.9063                     | \$0.1727                | \$2,006                     | \$1,341                     |
| MAR   | 2,181                  | 1,878                  | 16.1342%     | \$1.2000                     | \$1.1100                     | \$0.0900                | \$2,617                     | \$2,085                     |
| APR   | 2,226                  | 2,108                  | 5.5977%      | \$1.2400                     | \$1.1600                     | \$0.0800                | \$2,760                     | \$2,445                     |
| MAY   | 2,001                  | 1,845                  | 8.4553%      | \$0.9700                     | \$0.9063                     | \$0.0637                | \$1,941                     | \$1,672                     |
| JUN   |                        |                        | #DIV/0!      |                              |                              | \$0.0000                |                             |                             |
| JUL   |                        |                        | #DIV/0!      |                              |                              | \$0.0000                |                             |                             |
| AUG   |                        |                        | #DIV/0!      |                              |                              | \$0.0000                |                             |                             |
| SEP   |                        |                        | #DIV/0!      |                              |                              | \$0.0000                |                             |                             |
| OCT   |                        |                        | #DIV/0!      |                              |                              | \$0.0000                |                             |                             |
| NOV   |                        |                        | #DIV/0!      |                              |                              | \$0.0000                |                             |                             |
| DEC   |                        |                        | #DIV/0!      |                              |                              | \$0.0000                |                             |                             |
| TOTAL | 10,105                 | 8,451                  | 19.5787%     | \$1.0952                     | \$1.1185                     | -\$0.0233               | \$11,138                    | \$9,264                     |

### CNG FIXED ROUTE (CURRENT YEAR VS LAST YEAR)

| Month | Total DGE<br>Used 2026 | Total DGE Used<br>2025 | % Difference | Avg Cost CNG<br>per DGE 2026 | Avg Cost CNG per<br>DGE 2025 | Different per<br>Gallon | Total CNG DGE<br>spend 2026 | Total CNG DGE<br>spend 2025 |
|-------|------------------------|------------------------|--------------|------------------------------|------------------------------|-------------------------|-----------------------------|-----------------------------|
| JAN   | 28,516                 | 27,620                 | 3.2438%      | \$0.9868                     | \$1.5100                     | -\$0.5232               | \$28,140                    | \$41,706                    |
| FEB   | 29,251                 | 31,886                 | -8.2632%     | \$1.0790                     | \$0.9063                     | \$0.1727                | \$31,562                    | \$28,898                    |
| MAR   | 39,326                 | 37,045                 | 6.1574%      | \$1.2000                     | \$1.1100                     | \$0.0900                | \$47,191                    | \$41,120                    |
| APR   | 39,749                 | 39,151                 | 1.5274%      | \$1.2400                     | \$1.1600                     | \$0.0800                | \$49,289                    | \$45,415                    |
| MAY   | 32,846                 | 32,722                 | 0.3789%      | \$0.9700                     | \$0.9063                     | \$0.0637                | \$31,861                    | \$29,656                    |
| JUN   |                        |                        | #DIV/0!      |                              |                              | \$0.0000                |                             |                             |
| JUL   |                        |                        | #DIV/0!      |                              |                              | \$0.0000                |                             |                             |
| AUG   |                        |                        | #DIV/0!      |                              |                              | \$0.0000                |                             |                             |
| SEP   |                        |                        | #DIV/0!      |                              |                              | \$0.0000                |                             |                             |
| OCT   |                        |                        | #DIV/0!      |                              |                              | \$0.0000                |                             |                             |
| NOV   |                        |                        | #DIV/0!      |                              |                              | \$0.0000                |                             |                             |
| DEC   |                        |                        | #DIV/0!      |                              |                              | \$0.0000                |                             |                             |
| TOTAL | 169,688                | 168,424                | 0.7506%      | \$1.0952                     | \$1.1185                     | -\$0.0234               | \$188,042                   | \$186,795                   |

\*\*Numbers for Average and Total Cost CNG are based on current invoices for prior month's consumptions\*\*