GREATER LAFAYETTE PUBLIC TRANSPORTATION CORPORATION
BOARD MEETING NO. 716

DATE: July 22, 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: 244 816 158 720 5 Passcode: 6rB2Bc9g

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. 716 held on July 22, 2026 (pg.1)
   3.2. Review and Approval of Minutes of Meeting No. 715 held on June 24, 2026 (pg.3)

4. Old Business

5. New Business
   5.1. Simulator Presentation
   5.2. Approval of the CEO to sign contract with Mulhaupts for the Fire Panel Procurement pending final legal review (Exhibit 1 pg.6)
   5.3. Approval for the CEO to sign contract with Lesman Instrument Company for the H2 Monitoring System Upgrades Procurement pending final legal review (Exhibit 2 pg.11)
   5.4. Approval of August 2026 Route Modifications (Exhibit 3 pg.16)
   5.5. Approval of the CEO to sign the IFAC Agreement pending final legal review (Exhibit 4 pg.19)
   5.6. Approval of the CEO to sign Scion Apartment Express Route Service Contract pending final legal review (Exhibit 5 pg.71)
   5.7. Discuss upcoming renewal of CEO Contract
   5.8. Consideration of claims list numbering 41938 through 42048, in the amount of $500,065.64 (pg.80)
   5.9. Consideration of payroll for June 1, 2026, through June 30, 2026, in the amount of $829,161.35 (pg.83)

6. Board and Staff Reports
   6.1. Chief Executive Officer Report (pg.84)

7. Public Comments
    7.1. 3 minutes per speaker

8. Adjournment
    8.1. Next meeting is Wednesday, August 26, 2026, at 5PM in the GLPTC Board Room

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

DATE: June 24, 2026

Present: Board	Mike Gibson, Chair Angel Valentin, Treasurer Julie Ginn Tino Atisso Jacques Vanier
Present: Staff	Bryan D. Smith: Chief Executive Officer Emma Cheng: Interim Chief Financial Officer Ron Peters: Operations Manager Shawn Coffman: Fleet Manager Dusty Sturgeon, Human Resources Manager (Virtual) Shelby Yeaman: Customer Experience Manager Brian Karle: Attorney
Guests:	Jennifer Terrell, Nathan Snyder (virtual), Katherine Conrad

Chair, Mr. Mike Gibson, called meeting No. 715 to order at 5:00PM in the GLPTC Board Room, 1250 Canal Road.

COMMUNICATIONS & ANNOUNCEMENTS

With Ms. Zhang departing CityBus, Emma Cheng, our current Assistant Controller, has kindly accepted the interim CFO position. Emma has been with CityBus for a little over two (2) years and is honored to be given this opportunity.

CityBus was awarded $1.2M for a grant for planning with IFACP through DOT. There is no local cost for this grant. This grant will allow us to do a scan of potential leverages for a BOT.

PUBLIC COMMENT

REVIEW AND APPROVAL OF AGENDA ITEMS AND MINUTES

Mr. Mike Gibson made the motion to approve the agenda of meeting No.715 held on June 24, 2026, with the addition of the amendment and adding item 5.7 to the agenda to add claim #41937 with a total amount of $25,184.25. Mr. Angel Valentin seconded the motion. The motion was carried by a vote of 5 ayes and 0 nays.

Mr. Angel Valentin made the motion to approve the minutes of meeting No.714 held on May 27, 2026. Mr. Jaques Vanier seconded the motion. The motion was carried by a vote of 5 ayes and 0 nays.

OLD BUSINESS

Mr. Bryan Smith was originally going to have Ms. Shelby Yeaman run the Board Bylaws Committee, but with her promotion, he has asked to put this at pause until we replace the Executive Assistant position. We will gather the committee as soon as the role is replaced to start work on this.

Ms. Katherine Conrad gave a presentation on what Attain MOU is. She gave a brief background of NEORide and CityBus, mentioning Bryan Smtih being the Vice President and one of the original founders of this organization. The total amount for this grant is $2M, leaving the local match to be roughly $400,000. That $400,000 will be split between agencies that would like to participate in the grant, leaving CityBus' portion to be $75,000 which will be paid within a four (4) year period.

The board had quite a few questions, wanting to understand more about the grant and what CityBus would get out of it. Ms. Conrad let the board know that this grant is more focused on collecting data, and not about making purchases. Collecting data and doing research will take four (4) years, and after that, there will be more costs associated to utilize what was researched and collected.

Mr. Angel Valentin made the motion to approve the CityBus Attain MOU. Mr. Jacques Vanier seconded the motion. The motion was carried by a vote of 5 ayes and 0 nays.

NEW BUSINESS

Ms. Julie Ginn made the motion to approve to authorize the CEO to award Intueor the Fleet Maintenance and Operations Consulting RFP and sign contract pending final legal review. Mr. Angel Valentin seconded the motion. The motion was carried by a vote of 5 ayes and 0 nays.

CityBus will be using federal funds to fund a majority of this contract. This is to give CityBus recommendations on best practices and give an analysis of how things are done and how we could improve our processes in both fleet and operations. We are hopeful using these consulting services will help us, in the long run, save money and improve our proficiency. The contract is for three (3) years with the bulk of the work being done in the first six (6) months.

Mr. Tino Atisso made the motion to approve the Agave HR Amendment. Mr. Angel Valentin seconded the motion. The motion was carried by a vote of 5 ayes and 0 nays.

CityBus leverages Agave services for multiple reasons, two big things recently being the leadership training, which Mr. Smith would like to extend the leadership challenge to supervisors and other administrative staff. The other big thing recently is engaging in the search for the multitude of positions we have open. The current three (3) year contract is not to exceed $108,000, and Mr. Smith is asking to increase that not to exceed amount to incorporate these items mentioned above.

Ms. Julie Ginn made the motion to approve to authorize the CEO to sign contract with Horizon and Muinzer Apartments for Express Service Contracts. Mr. Angel Valentin seconded the motion. The motion was carried by a vote of 5 ayes and 0 nays.

These contracts are for the express service provided to Lindberg Cottages, Station 21, and Village West, all splitting the cost between the three (3) locations. These contracts are all for three (3) years.

As part of the 2030+ Service Changes, Mr. Smith originally talked about implementing the 25% reduction changes starting August 24, 2026, but after further discussion with the board, we have been able to move money around to remain most service, minus a few modifications. We will now be implementing our major reduction, so long as no funding comes available by then, in May of 2027.

The board considered approval of the claims list numbering 41868 through 41936, in the amount of $578,451.59. Mr. Angel Valentin made the motion to approve, and Ms. Julie Ginn seconded the motion. The motion was carried by a vote of 5 ayes and 0 nays.

The board considered approval of payroll for May 1, 2026, through May 31, 2026, in the amount of $1,344,590.17. Mr. Angel Valentin made the motion to approve, and Ms. Julie Ginn seconded the motion. The motion was carried by a vote of 5 ayes and 0 nays.

The board considered approval of claims list numbering 41937 in the amount of $25,184.25. Mr. Angel made the motion to approve, and Mr. Tino Atisso seconded the motion. The motion was carried by a vote of 5 ayes and 0 nays.

BOARD AND STAFF REPORTS (CEO REPORT)

Mr. Jacques Vanier inquired whether CityBus has a contingency plan regarding if we get more funds or not. Mr. Smith answered that short term, we do have a good plan and we should be okay, but long term we do not.
We have

PUBLIC COMMENTS

ADJOURNMENT

With there being no further business to be transacted, Ms. Juli Ginn made the motion to adjourn. Mr. Angel Valentin seconded the motion. The motion was carried by a vote of 5 ayes and 0 nays. The next regular Board Meeting is scheduled for Wednesday, July 22, 2026, at 5:00PM, in the GLPTC Board Room, 1250 Canal Road.

Angel J. Valentin

Mr. Angel Valentin, Secretary
CityBus Board of Directors

07/13/2026
Date:

TO: Bryan Smith – Chief Executive Officer

FROM: Adam Bradley – Safety & Security Specialist

DATE: July 20, 2026

RE: Fire Alarm Replacement and Upgrades

A Request for Quotes (RFQ) was issued and advertised for the replacement and upgrade of the facilities Fire Alarm, Intrusion Alarm, and Access Control systems to make them compatible with the Hydrogen Fueling station systems. The RFQ was issued and advertised in June 2026, and bids were due on July 16th,2026. One bid was received from Mulhaupts Incorporated on the due date. No other bids were received for this project.

The total contract amount bid by Mulhaupts Incorporated was $ 113,798.00. Mulhaupts Incorporated has provided all requested documents and appears to fully understand the scope of the project.

It is recommended that Mulhaupts Incorporated be awarded the project contract.

Mulhaupts

Exhibit 1

Project: **Fire Alarm Replacement - City Bus Facility**

Date: July 16, 2026

Estimator: **Nathan Lippai**
765-479-0097, nathanL@mulhaupts.com

Quote #: 26203

We hereby propose the following:

1) **Fire Alarm System:**

Qty	Description	Price
3	Fire alarm control panel & panel components	$4,774.12
1	Fire alarm annunciator panel	$494.28
46	Addressable relay & module	$3,911.04
13	Addressable smoke detector & base	$1,325.69
67	Addressable heat detector & base	$4,777.20
11	Addressable pull station	$1,235.52
1 Lot	Labor	$37,501.50
	Fire Alarm System Total:	**$54,019.35**

2) **Access Control System:**

Qty	Description	Price
2	Access control 8-reader panel & panel components	$7,162.92
2	Access control 2-reader panel & panel components	$3,439.19
16	Card reader	$2,007.04
200	Credential - Proximity card	$2,560.00
1 Lot	Labor	$7,068.75
	Access Control System Total:	**$22,237.90**

3) **Intrusion Detection System:**

Qty	Description	Price
3	Intrusion dectection panel & panel components	$2,675.35
6	Security Keypad	$880.36
19	Motion detector	$576.39
10	Glassbreak sensor	$384.00
5	Low temperature sensor	$198.40
1 Lot	Labor	$17,436.25
	Intrusion Detection System Total:	**$22,150.75**

Allowance to be used at the discretion of the owner and architect	**$8,000.00**
Bond Premium	**$2,590.00**
Grand Total:	**$108,998.00**

We will reuse all cabling
We will reuse all door hardware including electric strikes
We will reuse all notification appliances
We will reuse all power supplies
We will replace all control panels and keypads
We will replace all fire alarm initiating devices
We will replace all card readers
Fire alarm system will integrate with flame detection system
Flame dectection system by others
Access control system will integrate with gate access system
Lift rental is included

Excludes the following:
Network cabling, fiber optic cabling, 110 volt hookups, and network switches.

Exhibit 1

Project: **Fire Alarm Replacement - City Bus Facility**

Date: July 16, 2026

Estimator: **Nathan Lippai**
765-479-0097, nathanL@mulhaupts.com

Quote #: 26203

Alternates:

Alternate #1

Alternate #1 specifies a single control panel serving access control, intrustion, and fire alarm. After reviewing the project requirements, we determined this approach does not satisfy the gate system interface requirements in specification section 00 11 13 and would limit system flexibility for the end user. As a result, we have not included pricing for Alternate #1.

Alternate #2

Alternate #2 includes one (1) additional year of monitoring and subscription fees for the fire alarm, access controls, and security systems following the expiration of the base bid warranty period.

Fire Alarm annual total	$1,440.00
Access Control annual total	$1,920.00
Intrusion Detection annual total	$1,440.00
Alternate #2 annual total before discounts	**$4,800.00**

Access control total includes existing gate access system. Not an increase to current amount, but new total
A bundled services discount of 10% will be applied only if all 3 services are provided
An annual payment discount 5% will be applied if the customer decides to pay annually

Conditions: All orders are subject to credit approval. Clerical errors are subject to correction. No back charges allowed without prior written approval.

Terms: Contact Mulhaupts in advance if you would like to pay by credit card to discuss additional fees. AIA billing does not exempt our invoices from being paid in 30 days. Invoices will be subject to a 1-1/2% monthly service charge after 30 days. Quotation subject to mutual agreement of contract terms. If project is cancelled after submittals have been completed, submittal fee will still apply.

Accepted by:________________________ **Company:**________________________ **Date:** ____________

X 526 N. Earl Avenue, Lafayette, IN 47904 765-423-2610 telephone 765-423-2622 Fax
8227 Northwest Blvd., Indianapolis, IN 46278 317-228-9470 telephone 317-228-9479 Fax

Fire Alarm Replacement
CityBus Facility
Lafayette, IN 2561.4072.90

CONTRACTOR'S QUOTE
(To be completed for all Quotes. Please type or print)

QUOTER (Firm): Mulhaupts

FEDERAL I.D. No./ SOCIAL SECURITY No.: 35-1176951

Address 526 N Earl Avenue P.O. Box

City/State/Zip: Lafayette, IN, 47905

Telephone Number: 765-423-2610

Fax Number: 765-423-2622

Person to contact regarding this Quote: Nathan Lippai

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the project:

NAME OF PROJECT: Fire Alarm Replacement
CityBus Facility

in accordance with plans and specifications prepared by:

NAME OF ARCHITECT: DLZ Indiana, LLC
2211 East Jefferson Boulevard
South Bend, IN 46615

DATED: June 26, 2026

BASE QUOTE

State the total lump sum amount for all work associated with the base Quote scope of work (inclusive of Allowance per 01 21 00)

For a total amount of One Hundred Eight Thousand, Nine Hundred Ninety-Eight Dollars($ 108,998.00)

ALTERNATE NO. 1

State the change to the Base Bid as a total lump sum amount for all labor and material associated with ALTERNATE No. 1.

For the total amount of NA - Please see attached Mulhaupts quote form Dollars ($ NA) ADD/DEDUCT

Fire Alarm Replacement
CityBus Facility
Lafayette, IN 2561.4072.90

ALTERNATE NO. 2

State the change to the Base Bid as a total lump sum amount for all labor and material associated with ALTERNATE No. 2.

For the total amount of Four thousand, Eight Hundred

Dollars ($ 4,800.00) ADD/DEDUCT

* See Mulhaupts quote form for discounts

DISCOUNT FOR PROMPT PAYMENT

Please note if a prompt payment discount is offered.

2 % @ 15 days

CONDITIONS

The undersigned further agrees to furnish all labor and material required to complete the Work in its entirety.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

AKNOWLEDGEMENT OF ADDENDA

The undersigned acknowledges receipt of the following Addenda: -, -, -.

PROPOSAL TIME

Quoter agrees that this Quote shall remain in force for a period of SIXTY (60) consecutive calendar days from the due date on the Quote, and Quotes may be accepted or rejected during this period.

SCHEDULE

The undersigned Quoter or agent, being duly sworn on oath, that their Quote is in agreement with the project schedule as referenced in Section 00 22 13 and information available to Quoters.

TO: Bryan Smith – Chief Executive Officer

FROM: Adam Bradley – Safety & Security Specialist

DATE: July 20, 2026

RE: Hydrogen Detection System Bid Recommendation

An Invitation for Bids (IFB) was issued and advertised for the Hydrogen Detection System project in June 2026, and bids were due on July 16th,2026. One bid was received from Lesman Instrument Company on the due date. No other bids were received for this project.

The total contract amount bid by Lesman Instrument Company was $109,074.97. Lesman Instrument Company has provided all requested documents and appears to fully understand the scope of the project.

It is recommended that Lesman Instrument Company be awarded the project contract.

ORIGINAL

Hydrogen Detection System Upgrades
CityBus Facility
Lafayette, IN

2561.4072.90

CONTRACTOR'S BID
(To be completed for all Bids. Please type or print)

BIDDER (Firm): LESMAN INSTRUMENT CO.

FEDERAL I.D. No./ SOCIAL SECURITY No.: 36-2498270

Address 135 BERNICE DR P.O. Box

City/State/Zip: BENSENVILLE, IL 60106

Telephone Number: 800.953.7626

Fax Number: 630.595.2386

Person to contact regarding this Bid: TOM PATAKY

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the project:

NAME OF PROJECT: Hydrogen Detection System Upgrades
CityBus Facility

in accordance with plans and specifications prepared by:

NAME OF ARCHITECT: DLZ Indiana, LLC
2211 East Jefferson Boulevard
South Bend, IN 46615

DATED: June 18, 2026

BASE BID

State the total lump sum amount for all work associated with the base Bid scope of work (inclusive of Allowance per 01 21 00)

For a total amount of NINETY NINE THOUSAND SEVEN HUNDRED TWENTY THREE AND 97/100 Dollars ($ 99,723.97)

ALTERNATE NO. 1

State the change to the Base Bid as a total lump sum amount for all labor and material associated with ALTERNATE No. 1.

For the total amount of NINE THOUSAND THREE HUNDRED FIFTY ONE AND 00/100 Dollars ($ 9,351.00) ADD/DEDUCT

CONDITIONS

The undersigned further agrees to furnish all labor and material required to complete the Work in its entirety.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

AKNOWLEDGEMENT OF ADDENDA

The undersigned acknowledges receipt of the following Addenda: 1, ____, ____

PROPOSAL TIME

Bidder agrees that this Bid shall remain in force for a period of SIXTY (60) consecutive calendar days from the due date on the Bid, and Bids may be accepted or rejected during this period.

SCHEDULE

The undersigned Bidder or agent, being duly sworn on oath, that their Bid is in agreement with the project schedule as referenced in Section 00 22 13 and information available to Bidders.

CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned Bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be Bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this Bid is made without reference to any other Bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

E-VERIFY AFFIDAVIT

As required by Indiana Code 22-5-1.7-11 for certain contracts executed after June 20, 2011 for contracts executed after July 1, 2012.

Hydrogen Detection System Upgrades
CityBus Facility
Lafayette, IN 2561.4072.90

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with Greater Lafayette Public Transportation Corporation, Lafayette, Indiana is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with Greater Lafayette Public Transportation Corporation, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Contractor/Vendor is enrolled, or agrees to enroll, in the E-Verify Program and will verify the work eligibility status of all its newly hired employees and has executed the attached Affidavit affirming that it does not knowingly employ unauthorized aliens.

CERTIFICATION REGARDING INVESTMENTS IN IRAN AFFIDAVIT

As required by Indiana Code 5-22-16.5 for contracts executed after July 1, 2012. Pursuant to Indiana Code 5-22-16.5 Greater Lafayette Public Transportation Corporation may not contract with a person who is engaged in investment activities in Iran. The undersigned, on behalf of the contractor, being first duly sworn, deposes and states the contractor is not engaged in investment activities in Iran.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

I, the undersigned Bidder or agent as a contractor, understand my obligation to use steel products made in the United States in accordance with I.C. 5-16-8-2. I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Hydrogen Detection System Upgrades
CityBus Facility
Lafayette, IN

2561.4072.90

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at 2026 this 16th day of JULY, ______

LESMAN INSTRUMENT CO. (Name of Organization)

By TOM PATAKY Tom Pataky

INSIDE SALES MANAGER (Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Illinois)
) ss
COUNTY OF Dupage)

Before me, a Notary Public, personally appeared the above-named Tom Pataky and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 16th day of July, 2026

______________ Notary Public

My Commission Expires: 3/26/2027

County of Residence: Will

OFFICIAL SEAL
JOSEPHINE D KIYABU
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 03/26/2027

END OF SECTION 00 41 13

Transit Network Optimization

Service Change Scenarios: Updated July 2026

July, 2026

August Bid Service Changes

Exhibit 3

Transit Network Optimization

August Bid Service Changes

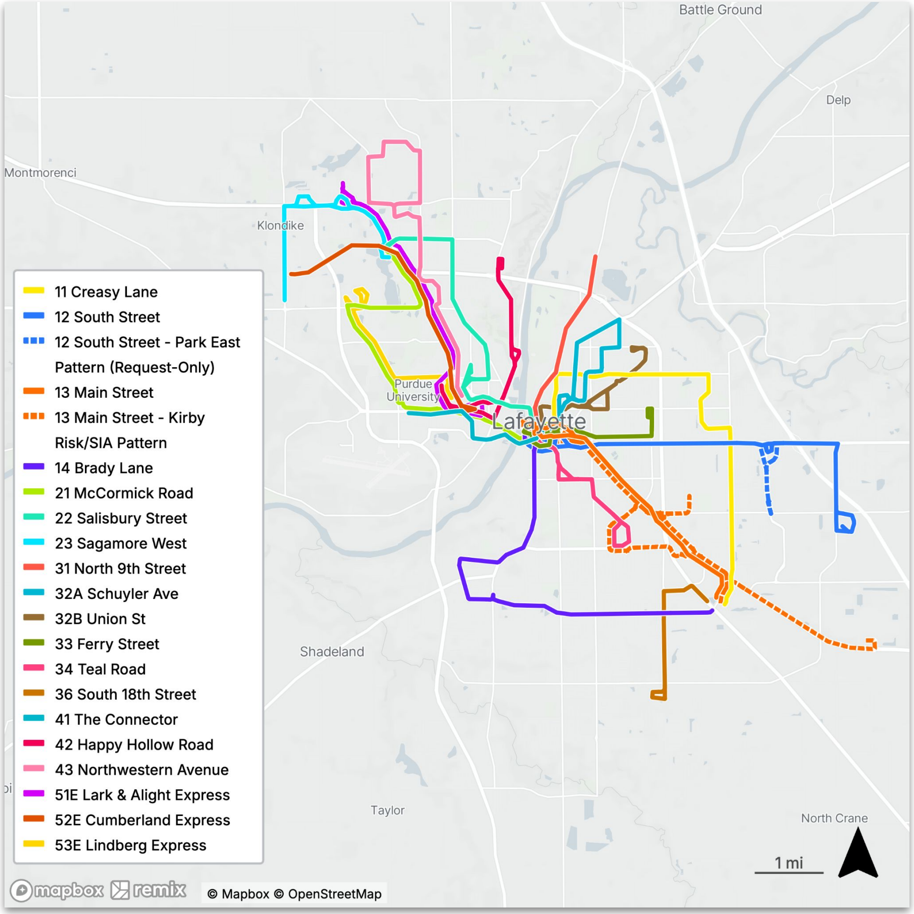
Summary Changes

Route Alignments: Route 12, Route 13, Route 36

Route Consolidations: Park East segment of Route 35 consolidated with Route 12, Route 32 segmented into Route 32A and 32B

Route Frequency (Peak): N/A

Key Network Attributes	Proposed	Change
Total Regular Service routes	16	No Change
Total Purdue Service routes	19	No Change
Routes with <30 minute peak frequency, Regular Service	1	No Change
Routes with <30 minute peak frequency, Purdue Service	3	No Change
Population within walking* distance of fixed route	89k	↓ 8%
Jobs within walking distance of fixed route*	58k	↓ 1%
Low-income Population within walking distance of fixed route*	27k	No Change
Annual Operating Cost	$7.3M	↓ 4%



*Includes only all-day corridors, not temporary or partial service patterns.

Innovative Finance and Asset Concession Grant Program Cooperative Agreement

Contents

COOPERATIVE AGREEMENT TERMS AND CONDITIONS

This Cooperative Agreement (Agreement) funds and sets out the terms and conditions (Provisions) governing a collaborative effort between the Department of Transportation (DOT) and the **«Applicant_Name_Preferred»** (Recipient) for project**, «Project_Name»**.

This is a cost reimbursement Cooperative Agreement. The responsibility for conducting activities under this Agreement lies primarily with the organization named in this Agreement (Recipient). DOT, through its designated representatives, shall consult and coordinate in the conduct of the activities performed during the period of this Agreement. By signing the signature page, the Recipient accepts the terms and conditions, as stated.

APPLICABLE AUTHORITIES

Unless otherwise noted, this Agreement incorporates the provisions from DOT's Notice of Funding Opportunity (NOFO**)** for the **Innovative Finance and Asset Concession Grant Program (IFACGP or the Program)** for the Fiscal Years 2024, 2025 and 2026, the Recipient's federal assistance application submitted in response to the NOFO, and the documents submitted to DOT to execute this Agreement.

This Agreement requires the Recipient to comply with the applicable requirements of part 200 of Title II of the Code of Federal Regulations (2 CFR part 200) and the DOT's implementation of those requirements at 2 CFR part 1201. Program Evaluation is encouraged for grant recipients and subrecipients, however is not required.

ADDITIONAL AUTHORITIES

The authority for funding this Agreement incorporates Public Law No. 117-58, the Consolidated Appropriations Act, 2022, Section 71001 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58).

SUBPART A. GENERAL PROVISIONS

The purpose and scope of this Agreement is to facilitate and evaluate public-private partnerships in which the private sector partner could assume a greater role in project planning, development, financing, construction, maintenance, and operation, including by assisting eligible entities in entering into Asset Concessions consistent with the Budget Details of the award and the eligible activities and requirements outlined in the NOFO through technical assistance or expert services, as amended by this Agreement. All activities, services, and products completed under this Agreement must align with this general scope and purpose. The Recipient is expected to implement the project via a proposal and quarterly reporting, which require collaboration with and approval by DOT's Grant Management Specialist (GMS) and DOT's Grant Technical Advisor (GTA). Approved work products are incorporated by reference in this Agreement. The award must not be used in the implementation of any other matters not set forth in this Agreement, except as may be reasonably related or incidental to the implementation of the purpose and scope of this Agreement.

Definitions

This Agreement applies and incorporates the same meaning of terms, defined directly, or incorporated by reference, in the NOFO and at 2 CFR 200.1, unless otherwise specified within the applicable and additional authorities (above) or within these Provisions.

Order of Precedence

In the event of an inconsistency in the provision or execution of this Agreement, the following order of precedence applies: (a) applicable Federal laws and regulations, (b) these Provisions, and (c) work products approved by DOT.

Flow Down Requirement

The Recipient is legally and financially responsible for all aspects of the activities funded under this Agreement, including funds provided to contractors (including consultants) and subrecipients as referenced in 2 CFR 200.332. Further, as required by 2 CFR 200.327, in all applicable contracts, the Recipient must include and require compliance with the provisions at Appendix II of 2 CFR part 200.

Period of Performance

The Period of Performance (POP) for this Agreement is included on the award document signature page. Performance period extensions shall be made consistent with 2 CFR 200.308 and 2 CFR 200.309.

Contracting

Prior approval of all contracting services will be required in coordination with DOT's Grant Program Manager (GPM), along with final GPM approval. Procurements for and contracts with grantee-contracted advisors procured for this award must comply with the requirements set forth in the 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**;** also refer to contractor determinations in 2 CFR 200.331.

Budget

DOT's financial obligations to the Recipient will not exceed the amount of federal funding awarded to date, as reflected on the signature page of this agreement. DOT is not liable for any costs the Recipient incurs in anticipation of receiving additional funds from DOT or any costs the Recipient incurs in a manner inconsistent with the terms of this Agreement.

Budget Period

The budget period for the award is 36 months in length beginning on the start date of the performance period. The Recipient is authorized to expend funds awarded based on DOT-approved work products. Requested budget period extensions for both the award and the work product must be made consistent with 2 CFR 200.308.

Cost Sharing or Matching Funds

The maximum value of cooperative agreements is $2 million. Cooperative agreements of up to $1 million are offered at 100 percent federal share (no required non-federal match). Amounts in excess of $1 million are offered at 50 percent federal share (50 percent required non-federal match). For example, a cooperative agreement of $2 million in federal aid would be matched by $1 million of non-federal funds, supporting a $3 million effort.

Direct Assistance

If the Proposed Activities include direct assistance for an Asset Concession, the following conditions apply:

(1) the Asset Concession shall not prohibit, discourage, or make it more difficult for a Recipient to construct new infrastructure, to provide or expand transportation services, or to manage associated infrastructure in publicly beneficial ways, along a transportation corridor or in the proximity of a transportation facility that was a part of the Asset Concession;

(2) the Recipient shall have adopted binding rules to publish all major business terms of the proposed Asset Concession not later than the date that is 30 days before entering into the Asset Concession, to enable public review, including a certification of public interest based on the results of an assessment under subparagraph (4);

(3) the Asset Concession shall not result in displacement, job loss, or wage reduction for the existing workforce of the Recipient or other public entities;

(4) the Recipient or the concessionaire shall carry out a value-for-money analysis, or similar assessment, to compare the aggregate costs and benefits to the Recipient of the Asset Concession against alternative options to determine whether the Asset Concession generates additional public benefits and serves the public interest;

(5) the full amount of any Asset Concession payment received by the Recipient under the Asset Concession, less any amount paid for transaction costs relating to the Asset Concession, shall be used to pay infrastructure costs of the Recipient; and

(6) the terms of the Asset Concession shall not result in any increase in costs under the asset concession being shifted to taxpayers the annual household income of whom is less than $400,000 per year, including through taxes, user fees, tolls, or any other measure, for use of an approved infrastructure asset.

(7) Not later than three years after the date on which a Recipient enters into an Asset Concession as a result of a grant under this section—

i. the Recipient shall hire an independent auditor to evaluate the performance of the concessionaire based on the requirements described in subparagraphs (1) through (6); and

ii. the independent auditor shall submit to the Recipient, and make publicly available, a report describing the results of the audit under subparagraph (i).

Role of the Recipient

The Recipient must:

(1) Comply with the terms and conditions of this Agreement;
(2) Collaborate with DOT staff in implementation and monitoring of the project, including identifying specific metrics and deliverables within the first 90 days of Period of Performance;
(3) Comply with IFACGP deliverable table below:

<table>
<tr><th>Deliverable</th><th>Approximate Due Date</th><th>Section 508 Compliant?</th></tr>
<tr><td>Kick-off Meeting

Conduct a kick-off meeting with USDOT at a mutually agreed-upon location, date and time.</td><td>Within 4 weeks of Period of Performance Start Date</td><td>No</td></tr>
<tr><td>Reporting & Meeting

Submit semi-annual Performance Goals Progress report and quarterly Federal Financial (SF-425) and Quarterly Narrative reports to document activities performed, anticipated activities, progress toward meeting performance goals and metrics, and any changes to schedule or anticipated issues.

Quarterly meetings or as needed to discuss the quarterly report, performance goals report, work plan updates, and project status will be coordinated and scheduled by the Grant Program Manager.

For grants with asset scanning activities, provide asset information including, but not limited to, asset description, current use, potential zoning uses, objectives for the asset, any known environmental, technical, or financial issues, and market analysis to be shared by DOT with private entities for potential project analysis, business plan development, and contact information to share proposals with potential project sponsors.</td><td>Semi-annual reporting is due 30 days after the end of the Federal Fiscal Year Q2 and Q4. Quarterly reporting is due 30 days after the end of every Federal Fiscal quarter.

Asset Information at completion of asset scan activities</td><td>Yes</td></tr>
<tr><td>Project Management Plan

The Recipient shall submit to USDOT’s GTA for approval a Project Management Plan, which shall include, at a minimum:
a) A Statement of Work, with a description of Tasks and Sub-Tasks by which the project work activities will be organized, executed, and monitored;
b) A Project Schedule (Gantt Chart or equivalent) displaying begin and end times for each Task and Sub-Task, plus achievement of Project Milestones;
c) A Project Budget, displaying planned expenditures for each Task, with a further breakdown by Cost Element for each Task, and by the federal share vs. non-federal share, if applicable.
d) A description of major Project Milestones, including key Reports, start of operations of important systems or subsystems, and other important deliverables or events;
e) A Risk Management Plan, which includes identification and assessment and of all known risks, assignment of risk roles and responsibilities, processes for monitoring and controlling risks, and a risk registry;</td><td>Within 45 days of Period of Performance Start Date</td><td>No</td></tr>
</table>

Closeout Report Submit a closeout report to the Build America Bureau that describes the findings and effectiveness of the program. The specific format and contents of this report shall be discussed during the kickoff meeting and approved by the Grant Program Manager (GPM), Grants Technical Advisor (GTA), and Grant Management Specialist (GMS).	Within 120 calendar days after the performance period or termination of this Agreement	Yes

Role of DOT's Grant Program Director (GPD)

The GPD is the DOT official authorized to execute and/or administer this award. The GPD is identified as the DOT official on the award document. The GPD is responsible for approving awards and amendments that obligate or de-obligate funds, suspending and terminating awards, and performing other responsibilities that are set forth in this Agreement.

Role of DOT's Grant Program Manager (GPM)

The GPM is responsible for oversight of the Grant Management Team (GTA & GMS) activities to include but not limited to, all financial and administrative aspects of the award and all business management aspects of the award.

Role of DOT's Grant Technical Advisor (GTA)

The GTA will have overall responsibility for monitoring the conduct and progress of the project, including conducting site visits, and reviewing financial and performance reports with the Grant Management Specialist (GMS) and other appropriate DOT staff. The GTA will provide substantial input, in collaboration with both the Recipient and DOT subject matter experts, in the planning and implementation of work products approved by the Grant Team. The GTA will provide written recommendations to the Grant Team regarding work product approval and performance period extensions. Also, the GTA will participate in the acceptance and publication of work products and materials, to make them available to the public.

Role of DOT's Grant Management Specialist (GMS)

The GMS is responsible for all financial and administrative aspects of the award. The GMS will also assist the GTA in monitoring the conduct and progress of the project, including conducting site visits, and reviewing financial and performance reports. Further, the GMS will ensure that the award is operated in compliance with this Agreement. Questions concerning the applicability of regulations and policies to this Agreement, and all requests for required prior approvals, such as requests for permission to expend funds for certain items, should be directed to the GMS. Required approvals, including work product approvals, must be provided in writing to the Grant Team to include: GPD, GPM, GTA, & GMS. The GMS will be responsible for communicating the required approvals.

Degree of DOT Involvement

The DOT anticipates substantial Federal involvement with the Recipient during performance period of this project. The anticipated Federal involvement will include:

- Review of deliverables as defined by the proposal from the Recipient
- Reviewing draft project documents and plans for approval and comment
- Reviewing semi-annual performance reports and final reports from the Recipient
- Convening quarterly meetings with the recipient to review project activities, schedule, and progress toward the scope of work

- Identifying relevant federal technical assistance programs aligned with the IFACGP efforts to share with grantee as additional funding, finance, and technical assistance opportunities.
- Assigning federal agency staff to serve as liaisons with grantee.
- Reviewing and approving changes in key personnel or scope changes
- Oversight of ongoing compliance with applicable federal regulations
- Budget oversight, including reviewing and reimbursing monthly invoices for incurred costs and receiving notification when budgets are 50% and 90% expended.

Monitoring and Reporting Requirements

(1) **Requirements**. This Agreement incorporates the reporting requirements of 2 CFR 200.512 (Report submission), 2 CFR 200.328 (Financial reporting), 2 CFR 200.329 (Monitoring and reporting program performance), and 2 CFR 200.330 (Reporting on real property). Accordingly, the reporting frequencies are identified below. DOT may adjust these frequencies to respond to award management deficiencies or to implement requirements of the applicable authorities. Failure to comply with these reporting requirements is considered a material noncompliance.

Reporting Requirements for Recipients	Frequency
Project Management Reporting • Performance Report • Narrative Report • Financial Report (SF-425)	 SA Q Q
Closeout Reporting • Final Performance Report • Final Property Report (SF-428 & SF-428B)	 F F
Other Reporting (where applicable) • Intellectual Property Report • Invention Report • Equipment/Property Report (SF-428) • Annual Financial Statement Audit (not the same as a Single Audit)	 A Y Y RA
A – Within a week after the event F – Final; within 120 calendar days after the performance period or termination of this Agreement, whichever is first. Q – Quarterly; within the 30 days following the end of the Federal fiscal year quarters SA – Semi-Annually; within the 30 days following the end of two Federal fiscal year quarters Y – Yearly; within 90 calendar days after the end of the annual report period RA - Within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.	

(2) **Performance reporting**. The Recipient will include the requirements of the "Performance Goals and Measurements" provision, of this Agreement, in its work products and track for inclusion in its performance report for each work product.

(3) **Submission to DOT**. The Recipient must submit reports to both the GTA and GMS, in a manner directed by DOT and provided guidance in Attachment 1.

(4) **Restrictions**. Reports submitted in non-DOT systems must not contain any Protected Personal

Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

Site Visits and Desk Review

DOT may perform site visits and desk reviews, as per 2 CFR 200.329(f), to monitor project progress and to ensure full accountability for Federal funds and compliance with this Agreement.

Unauthorized Promotion or Endorsement of Goods or Services

While receiving technical assistance, the Recipient or any of its personnel will not sell or promote its own or any other products or services. Neither the Recipient nor its personnel may imply that DOT endorses any product or service produced by non-DOT funding, nor use the name of DOT or any division of DOT to sell any product or service. For funding jointly administered by DOT and another Federal agency, the Recipient provides the same assurances to both agencies.

Work Products

(1) **Sharing Work Products**. The Recipient agrees to make available to the public the work products produced under this Agreement. Work products include studies, plans, market analyses, estimates, schedules, agreements, asset information, public outreach materials, performance reports, audits and any other documents produced while effectuating the purpose of this Agreement. Work products will be made publicly available in a manner and location determined by DOT.

(2) **Draft and Final Products**. The GTA and GMS may review and will accept or deny draft and final products. The Recipient must submit to the GTA and the GMS draft and final products developed under this Agreement. DOT will determine the manner in which products are submitted. Deliverables, quotations therefrom, paraphrasing, and disclosures of draft or interim findings must not be published by the Recipient or other participants in the work without DOT approval. In addition, except for open-source code, DOT reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work products, in whole or in part (including creating derivative works), for federal government purposes and to authorize others to do so, DOT's license applies to: (1) the copyright in any work developed under this award, sub-award, or contract awarded under this cooperative agreement; and (2) any rights of copyright to which the Recipient or its personnel, including contractors, purchases ownership with award funds from this Agreement. In addition, DOT may make any work that was developed under this Agreement publicly available by any means without restriction, including on a DOT website, or social media account, as a hard copy, or in electronic form. DOT also reserves the right, at its discretion, not to publish deliverables and other materials (e.g., reports, publications, manuals, and training curricula) developed under this cooperative agreement as DOT resources.

(3) **Acknowledgment of Support**. Products, including tools, publications, training materials, and online resources (material), developed under this Agreement, may include the DOT's logo, provided the GMS has approved the products and provides written permission to use the DOT logo. In addition, the Recipient must include the following acknowledgment and disclaimer on all products unless another version is authorized:

> "This material is based upon work supported, in whole or in part, by Federal award number [insert award number] awarded to [name of Recipient] by the U.S. Department of Transportation."

The substance and findings of the work are dedicated to the public. Neither the United States Government nor any of its employees make any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately-owned rights. Reference herein to any individuals, agencies, companies, products, process, services, service by trade name, trademark, manufacturer, or otherwise does not constitute or imply an endorsement, recommendation, or favoring by the author(s), contributor(s), the U.S. Government, or any agency thereof. Opinions contained herein are those of the author(s) and do not necessarily reflect the official position of, or a position that is endorsed by, DOT or any Federal agency.

News Releases

All press releases or public issuances regarding the underlying Project made during the performance period for this Agreement must be reviewed and approved by DOT before release.

Property Standards

The property standards at 2 CFR 200.310 through 200.316, as modified by 2 CFR 1201.313, apply to this Agreement and set forth the requirements for insurance coverage, real property, equipment, supplies, intangible property, and other property.

Intangible Property

(1) This Agreement incorporates the requirements of 2 CFR 200.315.

(2) DOT will not retain exclusive rights to technical data, software, and analytic code previously developed by the Recipient or its personnel and used in the performance of work supported by this award. Computer software and "open-source" code available to the public prior to the work of this award may remain in the public domain.

Computer Software

(1) Software, especially computer software used for online products, must be commercially available off-the-shelf.

(2) Requests for exceptions to computer software standards must be submitted in writing to DOT.

Record Retention and Access to Records Monitoring

This Agreement incorporates the requirements at:

- 200.334 Retention requirements for records.
- 200.335 Requests for transfer of records.
- 200.336 Methods for collection, transmission, and storage of information.
- 200.337 Access to records.

Restrictions on Public Access to Records and Privacy Act

This Agreement incorporates the requirements of 2 CFR 200.338. In the event of improper use or disclosure of protected personally identifiable information, the Recipient agrees to immediately report the incident to the GMS.

Performance Goals and Measurements

To implement 2 CFR 200.301, 2 CFR 200.329, and the applicable authorities, in collaboration with the responsible DOT parties to this Agreement, the Recipient must develop a specific performance plan based on DOT-provided performance measures. The Recipient's performance plan must track progress and report on the effectiveness of each deliverable. The Recipient must propose, track and report project accomplishments against the following performance measures:

Goal	Metric
Goal 1: Provide benefits to the community through transportation projects.	• Increase collaboration with the private sector during project planning
Goal 2: Increase grant recipient's capacity, knowledge, and skills to execute transportation projects.	• Hire staff and/or procure consultants to serve as advisors within six months of the project's performance period start date
Goal 3: Engage, educate, and listen to the community throughout the project planning process.	• Conduct at minimum one stakeholder outreach initiative • Create a best practices document based on learnings from the project
Goal 4: Advance the transformational project(s) closer to delivery.	• Complete all planned asset analyses for all existing assets • Provide an implementation plan or next steps for each asset at the conclusion of the project

SUBPART B. FINANCIAL PROVISIONS

Basic Considerations

This Agreement, including the work products, incorporates the basic cost principles of 2 CFR part 200:

- 200.402 Composition of costs.
- 200.403 Factors affecting allowability of costs.
- 200.404 Reasonable costs.
- 200.405 Allocable costs.
- 200.406 Applicable credits.
- 200.407 Prior written approval (prior approval).
- 200.408 Limitation on allowance of costs.
- 200.409 Special considerations.
- 200.410 Collection of unallowable costs.
- 200.411 Adjustment of previously negotiated indirect (F&A) cost rates containing unallowable costs.

Failure to provide adequate supporting documentation may result in a determination by DOT that those costs are unallowable.

Labor Rates

This Agreement incorporates the labor rate submitted in the recipient's cost estimate. These rates are used for the purposes of determining reasonableness of direct labor costs, in accordance with 2 CFR part 200, including 2 CFR 200.404. All direct labor costs charged to this award require DOT approval, unless otherwise authorized by the GMS.

Indirect Costs

(1) This Agreement incorporates the requirements of 2 CFR 200.414 and the NOFO.

(2) If indirect costs are included in the budget, the Recipient must include documentation to support the indirect cost rate it is using. The Recipient is only entitled to reimbursement of indirect costs. The Recipient may use a current Federally-approved and negotiated indirect cost rate agreement with DOT concurrence. If the Recipient does not have a negotiated indirect cost rate agreement, it must submit its first indirect cost rate proposal to its cognizant federal agency for review and approval. The Recipient may elect to use, if eligible, up to 15 percent de minimis rate per 2 CFR 200.414(f).

(3) If the Recipient is seeking reimbursement of indirect costs, the Recipient is responsible for maintaining an approved rate for the life of the award. The Recipient is required to reconcile the difference between its provisional indirect cost rate and final rate for the same year. The Recipient is not entitled to more than the unspent award amount, for underpayments.

Pre-Award Costs

The Recipient will incur pre-award costs at its own risk, after the date of the DOT selection announcement and prior to the start date of the award performance period.

The incurrence of pre-award costs in anticipation of an award imposes no obligation on DOT either to make the award or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

Program Income

Pursuant to 2 CFR 200.307(a), any program income earned during the award period, as a result of award activities, must be added to the funds committed to the award and used to further eligible activities supported by this Agreement. Program income earned after the award must be returned to the Federal government. Before using program income, any affected work product shall be revised and approved by DOT to include the use of program income.

Profit or Fee

No increment (fee or profit) above cost may be paid to the Recipient or subrecipient under this award, except as otherwise expressly provided by law. The term "subrecipient" does not include the Recipient's procurement of goods and services, such as maintenance contracts for equipment or facilities, contracts for communication services, etc.

Federal Payment

(1) **Payment Method**. Payment by reimbursement is the only payment method under this Agreement. This Agreement incorporates the payment requirements of 2 CFR 200.305. The Debt Collection Improvement Act of 1996 requires payment be made by electronic funds

transfer. Electronic transfer shall be made from DOT's Delphi system to the Recipient's bank account on file with DOT. DOT will reimburse labor and direct costs incurred by the Recipient, including subcontractors. See attachment 3 for billing requirements.

(2) **Labor and Direct Costs**. DOT will reimburse labor and direct costs incurred by the Recipient, including subcontractors. Recipient should maintain a system for recording all project costs. Invoices may be transmitted to DOT monthly.

(3) **Reimbursement Limitation**. DOT financial obligations to the Recipient are limited by the amount of federal funding awarded to date as reflected on the award document. If the Recipient incurs costs in anticipation of receiving additional funds from DOT, it does so at its own risk.

(4) **Timing of Submittals**. Invoices should be transmitted to DOT monthly with a completed SF270, all corresponding invoices, and timesheets.

(5) **Payment approval**. Consistent with 2 CFR 200.305(b)(3), DOT will determine approval of payment requests submitted through Delphi as soon as practical, but not later than 30 days after the Recipient's request is received, unless the billing is improper, or an extenuating circumstance requires additional DOT time to approve a payment request.

(6) **Unauthorized Drawdown of Federal Funds**. The Recipient must immediately refund DOT any amounts drawn down in excess of the authorized amounts. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOT interest earned on advances drawn in excess of disbursement needs and shall comply with the procedure for remitting interest earned to the Federal government per 2 CFR 200.305, as applicable. The GPD, in collaboration with the Technical Assistance Division, will determine the appropriate refund method.

Financial Management and Internal Controls

This Agreement incorporates the financial management systems requirements in 2 CFR 200.302, and internal controls set forth in 2 CFR 200.303.

Audit

(1) **Single or Program-Specific Audits**. This Agreement incorporates the audit requirements of 2 CFR 200.501, 2 CFR 200.514 and 2 CFR 200.507.

DOT may require the Recipient to complete a Program-Specific Audit in accordance with 2 CFR 200.507. Audits must be guided by Appendix XI of 2 CFR part 200.

(2) **Financial Statement Audit Required**. DOT may require the Recipient to have an annual financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS).

(3) Audits must be submitted in a manner either described at 2 CFR 200 Subpart F or reference in this Agreement, within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. This requirement applies to all Recipients, including commercial and not-for-profit organizations.

(4) Failure to comply with these audit requirements is considered material noncompliance.

(5) DOT will reimburse the Recipient for eligible costs associated with audits allowed by this Agreement as indicated within the Recipient's award budget.

Transportation and Travel

This Agreement incorporates the requirements of 2 CFR 200.475. All travel activities require prior approval from the GMS, as per 2 CFR 200.407.

SUBPART C. MISCELLANEOUS PROVISIONS

Federal Law and Public Policy Requirements

(1) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

(2) The Recipient hereby agrees that, as a condition of receiving any Federal financial assistance under this agreement, it will certify that it will comply with the assurances listed in Attachment 4 of this agreement. The Recipient must sign each of the assurances located in Attachment 4. The assurances attached cover the following:

- Certification regarding debarment, suspension, and other responsibility matters
- Requirements regarding delinquent tax liability or a felony conviction under any federal law
- Recipient policy to ban text messaging while driving - DOT Order 3902.10
- Certification regarding drug-free work-place requirements
- Compliance with the Trafficking Victims Protection Act (TVPA) of 2000 and implementing regulations in 2 CFR 175
- Lobbying and 49 CFR 20

Prior Written Approvals

The Agreement incorporates and applies the prior approval requirements of 2 CFR 200.407 to the entire project, including changes to the award and the associated work product. The Recipient must comply with 2 CFR 200.407 before incurring certain costs under the award, including costs incurred pursuant to a work plan.

Key Personnel

Definition. "Personnel" means employees of the Recipient, or any contractor(s), or team members, and consultants engaged by any of those entities.

The key personnel specified in the Recipient's application are considered essential to the work being performed under this Agreement. Any change to the key personnel assigned to a work product or included in the Recipient's application is considered a revision of program plans and requires compliance with 2 CFR 200.407 and advance written notice to and approval by the GPM. The notice must include a revised application along with a justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the award or work product.

Procurement

The Recipient's process for acquiring goods and services under this award must comply with 2 CFR

200.317 through 200.327, as modified by 2 CFR 1201.317. Agreements executed by the Recipient must comply with this Agreement, as applicable, and include the contract provisions set forth in Appendix II to 2 CFR part 200, as applicable to the contract. The recipient will need to submit specific procurement documents for review prior to the entering into agreements with contractors and consultants. The documents include but are not limited to solicitations, specifications, contract agreements and any other document requested by DOT.

Subawards

The use of sub-awards is subject to the specific written, prior approval of DOT. Any subaward made by a Recipient must comply with the requirements in 2 CFR 200.331- 200.333. When making subawards, the Recipient must comply with the reporting requirements of 2 CFR 170. This requirement provides guidelines for reporting of information on subawards and executive total compensation, as required by the Federal Funding Accountability and Transparency Act of 2006.

In-Person Conferences, Trainings, and Other Events

This Agreement incorporates the requirements of 2 CFR 200.432, including the regulations referenced in the same section, and the related DOT standards.

System of Award Management and Unique Entity Identifier Requirements

This Agreement incorporates the requirements of 2 CFR part 25, including Appendix A to part 25, which includes the requirement for the Recipient to maintain an active registration in the System of Award Management (www.sam.gov). An active SAM registration with the unique entity identifier (UEI) is required until the Recipient submits its final financial report or receives the final payment under this Agreement, whichever is later. The Recipient may not make a subaward to any entity that has not provided its unique entity identifier number.

Remedies for Noncompliance

This Agreement incorporates the remedies for noncompliance included at:

- 200.339 Remedies for noncompliance.
- 200.340 Termination.
- 200.341 Notification of termination requirement.
- 200.342 Opportunities to object, hearings and appeals.
- 200.343 Effects of suspension and termination.

Objections, Hearings and Appeals

The Recipient may object to any remedy for noncompliance as outlined in 2 CFR 200.342, the Recipient may submit written objections or appeals to DOT via email, within 60 days of an initial DOT decision. A decision from the GPD or the appropriate DOT senior executive official shall be the final decision of DOT.

Suspension of Agreement

DOT may suspend this Cooperative Agreement by giving written notice of this suspension to **«Applicant_Name_Preferred»**, instructing the Recipient not to incur additional obligations, or disburse funds, pending the Recipient's action to correct violations of the terms and conditions of this Cooperative Agreement.

Failure by **«Applicant_Name_Preferred»** to take the corrective actions specified in the Notice of Suspension within thirty (30) days of receipt of said notice may result in termination of this Cooperative Agreement.

Termination of Agreement

Consistent with 2 CFR 200.340, DOT may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(1)(a) The Recipient fails to obtain or provide any Recipient matching funds as required by the agreement;

(b) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;

(c) The Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Recipient;

(d) Circumstances cause changes to the Project that DOT determines are inconsistent with DOT's basis for selecting the Project to receive an award; or

(e) DOT determines that termination of this agreement is in the public interest.

(2) In terminating this agreement under this section, DOT may elect to consider only the interests of DOT.

(3) The Recipient may request that DOT terminate the agreement under this section.

Termination/Expiration of Agreement Procedures

DOT may provide additional time and/or resources to closeout upon expiration or termination of this Cooperative Agreement. The Recipient must provide DOT a written report detailing all open business within five (5) days of expiration or termination of this Cooperative Agreement.

Non-Discrimination

The Recipient hereby agrees that, as a condition of receiving any Federal financial assistance under this agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d) and implementing regulations (49 CFR part 21, including any amendments thereto), related nondiscrimination statutes (i.e., 23 U.S.C. 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance.

The specific requirements of the Department of Transportation Civil Rights assurances (required by 49 CFR 21.7 and 27.9) are incorporated in the agreement and are in located in Attachment 5. The assurances in Attachment 4 must be executed and signed by the Recipient with a separate signature in addition to the Recipient's signature for this agreement.

Closeout

This Agreement incorporates the requirements of 2 CFR 200.344. DOT will initiate the administrative closeout of the cooperative agreement after receiving evidence that all technical work and administrative requirements have been completed. The Recipient shall furnish all required documents in support of the closeout of the cooperative agreement within the timeframes requested by the Government. The anticipated timeframe to complete administrative closeout of the cooperative agreement will not exceed six (6) months.

After-the-Award Requirements

This Agreement incorporates the requirements of 2 CFR 200.345 and 2 CFR 200.346 for post-closeout adjustments and the collection of amounts due.

ENTIRE AGREEMENT

This document embodies the entire Agreement between the **«Applicant_Name_Preferred»** and the DOT. This Cooperative Agreement may be amended, altered, or any of its provisions waived only in writing and signed by both parties. **The agreement will become effective when all parties have signed. The effective date of this agreement will be the date this agreement is signed by the last party.**

PARTIES EXECUTING THIS COOPERATIVE AGREEMENT

Federal Award and Obligation Amount: «Federal_Award_Amount»
Non-Federal Match Amount: «Match_Amount»
Period of Performance: «Performance_Start_Date» - «Performance_End_Date»

This Cooperative Agreement is entered on this day __________ of ______by the United States Department of Transportation, Build America Bureau, District of Columbia.

By: ____________________________________
Morteza Farajian, Executive Director
Build America Bureau
U.S. Department of Transportation

This Cooperative Agreement is entered by **«Applicant_Name_Preferred».**

By: ____________________________________ Date: ______________
(Signature) (month/day/year)

____
(Print Name)

Title: ____________________________________

ATTACHMENT 1. U.S DEPARTMENT OF TRANSPORTATION CONTACT INFORMATION

All responses to provisions of this Agreement, which require communication with DOT, should be sent using the contact information below.

E-mail: InnovativeFinanceTA@dot.gov

For regular and overnight delivery:

Innovative Finance and Asset Concession Grant Program
Build America Bureau
Department of Transportation
1200 New Jersey Ave SE
Washington, DC 20590

ATTACHMENT 2. RECORD RETENTION

Financial Records Financial Status Reports
Final Financial Status Report
Requests for Reimbursements
Copies of Audits (federal and private)
Copies of Audit Responses
Copies of all tax reports filled with the IRS, state, and local governments

Deposits and Receipts
Monthly Bank Statements and Reconciliations
Written Procedures for Spending Funds
All Contracts:
- Contracts with Other Groups
- Consultant Contracts
- Insurance Policies
- Service/Maintenance Contracts
- Sole Source Contract Justifications
- Construction Contracts
- Bid Documents
- Performance Bonds
- Indirect Cost Documentation

Chart of Accounts
Ledgers
Cash Disbursement Journals
Payroll Register for Each Employee
Supporting Documentation for All Expenditures:
- Purchase Orders
- Vouchers
- Receipts
- Petty Cash Vouchers
- Deposit Receipt for Petty Cash Reconciliation
- Travel Reimbursement (with receipts where applicable)
- Time and Attendance Records
- Price Quotations

Equipment Inventory Listing

Nonprofit Parent or Sponsoring Organization Records
Articles of Incorporation
- Corporate Charter with a Nonprofit Status
- Constitution and By-laws
- Federal Charitable Organization Designation (501(c)(3))
- FICA Waiver of Exemption
- List of Board Members
- Monthly/Quarter/Annual Reports (whichever is applicable)
- Minutes of Board Meetings
- All Pertinent Correspondence Related to Work Under Award
- Copy of Written Personnel Policies

Project Records

Approved Work Products
Approved Budget Narratives
Grant Award Notice
Special Conditions
Program Modification Requests
Budget Modification Requests
Award Adjustment Notices
Copies of Required Quarterly Reports (Narrative and Financial)
Copy of Close-out Documents (Narrative and Financial)
Pertinent Correspondence Related to This Award (incoming and outgoing)
Lists of Work Force/Advisory/Community Organization Meetings Related to the Performance of Work under the Award
Evaluations Conducted as Required by the Award
Letters of Appreciation
Personnel Folders:
- Resumes

Letters of Employment
- Documentation of Pay Raises

Nondisclosure Agreement(s)

ATTACHMENT 3. BILLING REQUIREMENTS

Not more than ninety (90) days following service delivery related to each DOT-approved work products, the Recipient of this Agreement is required to submit payment requests for allowable costs incurred. Payment requested must be submitted to DOT at a frequency that is not less than once every Federal fiscal year quarter. Payment requests that are not submitted timely must include a justification for the delayed submission. Payment requests for actual costs incurred must comply with the allowable cost standards of this Agreement.

All payment requests from the Recipient must be submitted to DOT and approved by DOT using the Delphi eInvoicing system.

(1) Documentation submitted with payment requests. The following documentation must accompany any requests for payment of eligible technical assistance services provided:

(a) The voucher number, cooperative agreement award number, funding source, and work product plan number or name. A single voucher must include costs for work product under the same award; a voucher must not include work product associated with different awards.

(b) Total amount of the payment request for the voucher, the bill period, and amount by work product.

(c) The following certification statement: "I certify that the data contained in this document, as well as any information provided in the accompanying voucher, are true, correct, actual, and that all outlays were made in accordance with the cooperative agreement conditions and applicable Regulations. I also certify that all contractors and/or consultants have certified to the same certification statements, and the certifications on file for future inspection and audit."

(d) Program-specific documentation of actual costs, including reports from the Recipient's financial management system, which must be supported by the documents in the Recipient's program files. Unless exempted by 2 CFR, the Recipient must generate reports from its financial management system supporting and documenting salaries, wages, travel, and all other payments for each employee, contractor personnel, and consultant that conducted work under the subject voucher. The report(s) supporting payment requests must include:

i. The cooperative agreement award number, funding source, and work product number or name.
ii. Dates of the activities/actual costs by work product.
iii. The name and position/title of each employee, contractor personnel, and consultant by work product; dates with applicable hours worked; the compensation rate attributable to the employee, contractor personnel and consultant; and travel costs by each employee, contractor personnel, and consultant. **Do not** include individuals, such as senior management or other staff, whose costs are included in the indirect cost rate calculation.
iv. Actual activity, not estimates of activity, of each employee, contractor personnel and consultant.
v. The federally-approved indirect cost rate used, and the total indirect costs.
vi. If applicable, the approved G&A rate used, and the total G&A rate costs.
vii. A cumulative amount of funds expended by work product and by the award.
viii. A cover page with the voucher number, cooperative agreement award number, funding source, current and historic cumulative totals by work product number and by award.

(2) File documentation. In addition to the applicable record retention items included in Attachment 2 or elsewhere in this Agreement, the Recipient must maintain, at a minimum, the following documentation in its files and the documentation must be available for DOT review during an on-site monitoring visit, for submission when the Grants Team or GPD request particular documentation for remote monitoring purposes, and for submission when the GTA, GMS or GPD request particular documentation to assess payment requests from the Recipient:

(a) Documentation to support salary costs, such as timesheets signed by the responsible supervisory official having knowledge of the activities performed by the employee and by the employee, or an electronic equivalent. In signing, the supervisor and employee would be verifying that the technical assistance activities were performed and that the report is true and accurate.

(b) For direct costs, invoices/receipts to support the charge for the costs and a certification for these costs. Documentation or an electronic equivalent signed by the employee who incurred the costs indicating the expense was incurred pursuant to the subject technical assistance activities.

(c) Copies of invoices submitted by the contractor/consultant along with the contract. The invoices should include the dates of services, the hours worked attributable to the services, the rate of compensation, the nature of the services provided, an itemized list of other costs, if any, the office for which the services were performed, and the total billed amount.

(d) For contractor costs, a certification signed by the contractor who incurred the costs indicating the expense was incurred pursuant to the subject technical assistance activities.

(e) Employees' and contractors' work products and related documents, such as trip reports, minutes/notes of meetings, and collateral reports.

- Delphi elnvoicing System for DOT Financial Assistance Awardees: Subject to the requirements in 2 CFR 200, payments will be made after receipt of required modal reporting forms. Each payment request must be made electronically via the Delphi elnvoicing System.

The following are the procedures for accessing and utilizing the Delphi elnvoicing System:

I. Recipient Requirements

a. Recipients (organization participating in Cooperative Agreement) must have internet access to register and submit payment requests through the Delphi invoicing system.

b. Recipients must submit payment requests electronically and DOT Operating Administrations must process payment requests electronically.

c. Recipients must submit at a minimum the required forms (SF270) and supporting documentation (receipts, itineraries, travel documentation, and event agendas) and obtain approval by the GMS prior to uploading invoices into the Delphi system for payment.

d. All invoices must be uploaded into the Delphi system electronically by the 10th of each month if the Recipient would like to be reimbursed within the same month.

e. All eligible expenses must be submitted to DOT within 60 days of being incurred to receive reimbursement, unless otherwise authorized by DOT. Failure to submit eligible expenses for reimbursement within 60 days may result in the disapproval of the expense reimbursement request.

f. All invoices that have been submitted, approved, and paid will not be adjusted or recalculated by DOT staff to reimburse for miscalculated rates provided by **«Applicant_Name_Preferred»**.

g. It is the responsibility of the Recipient to provide, calculate and invoice correctly for all internal staff salaries. Changes or adjustments will not be made once final invoices have been submitted by the recipient and paid by DOT.

h. The Recipient shall follow the invoice/payment process for the close out of the cooperative agreement with DOT.

i. The Recipient shall not submit request for payment for any costs accrued outside the agreement timeframe of Period of Performance.

II. System User Requirements

a. DOT will provide the Recipient's name and email address to the DOT Financial Management Office. The DOT will then invite the Recipient to sign up for the system.

b. DOT will send the Recipient a form to verify the Recipient's identity. The Recipient must complete the form and present it to a Notary Public for verification.

c. The Recipient will return the notarized form to:

DOT Enterprise Services Center
FAA Accounts Payable, AMZ-100
PO Box 25710
Oklahoma City, OK 73125

III. The DOT will validate the form and email a user ID and password to the Recipient. Recipients should contact the Operating Administration's grants office with any changes to their system information.

Note: Additional information, including access forms and training materials, can be found on the DOT eInvoicing website (http: www.dot.gov/cfo/delphi-einvoicing-system.html)

ATTACHMENT 4. U.S. DEPARTMENT OF TRANSPORTATION AND FEDERAL ASSURANCES

Attachment 4.1

CERTIFICATION REGARDING DEBARMENT
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 CFR Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring DOT approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FYs 2022, 2023, and 2024 Innovative Finance and Asset Concession Grant Program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FYs 2022, 2023, and 2024 Innovative Finance and Asset Concession Grant Program, as set out below.

1. Instructions for Certification – First Tier Participants:

a. The prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior DOT approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

By signing this ASSURANCE, the Recipient agrees to comply with 2 CFR Parts 180 and 1200 and the requirements listed above.

____
(Name of Recipient)

By_________________________________
(Signature of Authorized Official)

DATED ____________________

Attachment 4.2
REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

(1) Has 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, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

   "**Covered Transaction**" means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

   "**Felony Conviction**" means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

   "**Participant**" means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

   "**Tax Delinquency**" means an 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.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the "SAM") at http://www.sam.gov/ for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

(1) Certify whether the entity has a Tax Delinquency; and

(2) Certify whether the entity has a Felony Conviction.

4 **Prohibition.** If

(1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;

(2) an entity provides an affirmative response to either certification in section 3; or

(3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

(a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.

(b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.

(c) If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

(1) require the SAM check in section 2;
(2) require the certifications in section 3;
(3) include the prohibition in section 4; and
(4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

By signing this ASSURANCE, the Recipient also agrees to comply with USDOT Order 4200.6 and the requirements listed above.

____
(Name of Recipient)

By __________________________________
(Signature of Authorized Official)

DATED ____________________

Attachment 4.3

RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) Definitions. The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of Attachment 4.3, “Motor Vehicles” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of Attachment 4.3, “Driving” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of Attachment 4.3, “Text messaging” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of Attachment 4.3, the “Government” includes the United States Government and State, local, and tribal governments at all levels.

(b) Workplace Safety. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—
   - (i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
   - (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the

business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) Subawards and Contracts. To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving.

____
(Name of Recipient)

By_________________________________
(Signature of Authorized Official)

DATED ____________________

Attachment 4.4

CERTIFICATION REGARDING DRUG-FREE WORK-PLACE REQUIREMENTS

The Recipient named in this agreement certifies that it will establish and continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing an ongoing drug-free awareness program to inform employees about--

   1. The dangers of drug abuse in the workplace;
   2. The Recipient 's policy of maintaining a drug-free workplace;
   3. Any available drug counseling, rehabilitation, and employee assistance programs; and,
   4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant or cooperative agreement be given a copy of the statement required by paragraph (a).

d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant or cooperative agreement, the employee will--

   1. Abide by the terms of the statement; and,
   2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

e. Notifying the Federal agency in writing, within ten (10) calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction, Employers of convicted employees must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working. Notice shall include the identification number(s) of each affected grant or cooperative agreement.

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

   1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

   2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

1. The Recipient 's headquarters is located at the following address. The addresses of all workplaces maintained by the Recipient are provided on an accompanying list.

________________________________ _________________________
(Signature of Authorized Official) (Date)

Attachment 4.5
TRAFFICKING IN PERSONS

2 CFR PART 175

a. *Provisions applicable to a recipient that is a private entity.*

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1200.

b. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1200.

c. *Provisions applicable to any recipient.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. *Definitions*. For purposes of this award term:

1. "Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

5. “Recipient” and “subrecipient” include for-profit entities for the purpose of Attachment 4.5 only.

By signing this ASSURANCE, the Recipient certifies that it has read and understands the provisions listed above.

____

(Signature of Authorized Official) (Date)

Attachment 4.6
LOBBYING

If the Recipient will apply for a grant or cooperative agreement exceeding $100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding $150,000, it must make the following certification and, if applicable, make a disclosure regarding the Recipient's lobbying activities. This certification is required by 49 CFR 20.110 and app. A to that part.

This certification does not apply to a Recipient that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

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.
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.
The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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.

Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement 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 statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature of Authorized Official ________________________ DATED ____________

ATTACHMENT 5. NON-DISCRIMINATION ASSURANCES

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting an application and by entering into this agreement under the FY 2022, 2023, and 2024 Innovative Finance and Asset Concession Grant Program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Build America Bureau, it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*), including any amendments thereto;
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the Build America Bureau.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FYs 2022, 2023, and 2024

Innovative Finance and Asset Concession Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in 49 CFR 21.23(b) and (e) will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FYs 2022, 2023, and 2024 Innovative Finance and Asset Concession Grant Program and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

   "*The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.*"

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the DOT's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the DOT. You must keep records, reports, and submit the material for review upon request to DOT, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FYs 2022, 2023, and 2024 Innovative Finance and Asset Concession Grant Program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FYs 2022, 2023, and 2024 Innovative Finance and Asset Concession Grant Program.

____
(Name of Recipient)

By __________________________________
(Signature of Authorized Official)

DATED ____________________

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Build America Bureau), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21, including any amendments thereto.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the OST, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the OST may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the OST may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with

litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), Section 71001 of Division G of the BIL (Asset Concessions), the Regulations for the Administration of FY 2022, 2023, and 2024 Innovative Finance and Asset Concession Grant Program**,** and the policies and procedures prescribed by the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

   1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21, including any amendments thereto.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq*.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Access to Services for Persons with Limited English Proficiency (LEP). The Recipient agrees to provide meaningful access to public transportation services to persons with limited understanding of English to comply with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq., its implementing regulation at 28 CFR 42.405(d), and applicable guidance issued by the Department of Justice;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).
- Executive Order 14149, Restoring Freedom of Speech and Ending Federal Censorship, which prohibits taxpayer resources from abridging freedom of speech.
- Executive Order 14151, Ending Radical and Wasteful Government DEI Programs and Preferencing, which requires, to the maximum extent permissible by law, the termination of all diversity, equity, inclusion, and accessibility (DEIA) performance requirements for recipients.

- Executive Order 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, which prohibits the use of Federal funds to promote gender ideology.
- Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, which requires
  - pursuant to Section (3)(b)(iv)(A), the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and

  - pursuant to Section (3)(b)(iv)(B), by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

BUS TRANSPORTATION AGREEMENT

This Bus Transportation Agreement ("Agreement") is made this **the _______ day of January 2026**, by Copper Beech Townhome Communities Eight, LLC, SSC Avenue North Apartments LLC, Copper Beech Townhome Communities Eleven LLC, and Scion WL Apartments LLC (collectively, "SCION GROUP") and the Greater Lafayette Public Transportation Corporation ("GLPTC").

WHEREAS, SCION GROUP desires to make available certain bus transportation for those of its residents at the apartment communities currently known as **Redpoint West Lafayette, Lark West Lafayette** and **Alight West Lafayette** 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 SCION GROUP wishes to subsidize the fares of GLPTC passengers under the terms and conditions that follow; and,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The term of this Agreement shall be for a period beginning on January 12, 2026, and terminating on August 1, 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 SCION GROUP 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, except as otherwise provided herein. If permanent changes in configuration or scheduling of said route materially change the service provided to SCION GROUP 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 SCION GROUP 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 SCION GROUP 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, SCION GROUP 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 SCION GROUP to be served by the regular, fixed-route contemplated by this Agreement shall be as follows:

Redpoint West Lafayette
2900 Snowdrop Dr.
West Lafayette, IN 47906

AND

Lark West Lafayette
3800 Campus Suites Blvd.
West Lafayette, Indiana 47906

AND

Alight West Lafayette
2243 US Highway 52 W
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 SCION GROUP properties may ride these routes without paying the regular fare. Other riders on these routes are subject to paying a fare as set forth in GLPTC's fare structure.

SCION GROUP 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 SCION GROUP'S aforementioned apartment communities.

4. SCION GROUP shall pay to GLPTC for said bus transportation services as specified on the attached Exhibit B a sum equal to **One Million Seven Hundred Fifty-Seven Thousand Six Hundred Fifty-Three and 00/100 U.S. Dollars** ($1,757,653.00), payable in installments as follows, due on the following dates:

SY2026-27 Installments	SY2027-28 Installments	SY2028-29 Installments
$46,535 on	$48,630 on	$51,306 on

August 31, 2026	August 31, 2027	August 31, 2028
$46,535 on	$48,630 on	$51,306 on
September 30, 2026	September 30, 2027	September 30, 2028
$46,535 on	$48,630 on	$51,306 on
October31, 2026	October 31, 2027	October 31, 2028
$46,535 on	$48,630 on	$51,306 on
November 30, 2026	November 30, 2027	November 30, 2028
$46,535 on	$48,630 on	$51,306 on
December 31, 2026	December 31, 2027	December 31, 2028
$46,535 on	$48,630 on	$51,306 on
January 31, 2027	January 31, 2028	January 31, 2029
$46,535 on	$48,630 on	$51,306 on
February 28, 2027	February 28, 2028	February 28, 2029
$46,535 on	$48,630 on	$51,306 on
March 31, 2027	March 31, 2028	March 31, 2029
$46,535 on	$48,630 on	$51,306 on
April 30, 2027	April 30, 2028	April 30, 2029
$46,535 on	$48,630 on	$51,306 on
May 31, 2027	May 31, 2028	May 31, 2029
$46,535 on	$48,630 on	$51,306 on
June 30, 2027	June 30, 2028	June 30, 2029
$46,535 on	$48,630 on	$51,306 on
July 31, 2027	July 31, 2028	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. Subject to applicable law, GLPTC shall indemnify and hold SCION GROUP (together with the respective members, managers and agents of each entity comprising SCION GROUP) 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 SCION GROUP or its officers, directors, agents, servants, employees, or residents. 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 SCION GROUP is listed as an additional insured. GLPTC shall provide SCION GROUP 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 SCION GROUP, or any successor in interest of SCION GROUP, 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 SCION GROUP 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.

SCION GROUP, 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 SCION GROUP or its officers, directors, agents, servants, employees, or residents. SCION

GROUP 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 SCION GROUP with limits of at least One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000.00) aggregate. SCION GROUP 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 SCION GROUP, declare this Agreement in default in the event SCION GROUP 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 SCION GROUP. 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. SCION GROUP 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 SCION GROUP gives written notice thereof to GLPTC. In the event of such default, SCION GROUP 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 SCION GROUP no less than thirty (30) days prior to the published start date of the next Purdue semester. In the event GLPTC terminates this Agreement, SCION GROUP shall make

all installment payments through and including the installment due through the month of termination and shall not be responsible for any installment payment becoming due thereafter.

13. GLPTC will not be responsible nor considered in default 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:

SCION GROUP:	Copper Beech Townhome Communities Eight, LLC, Scion WL Apartments LLC, SSC Avenue North Apartments LLC, and Copper Beech Townhome Communities Eleven LLC c/o The Scion Group LLC Attn: General Counsel 444 N. Michigan Ave., Suite 2600 Chicago, Illinois 60611
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. Any legal action or proceeding brought to enforce, challenge, or construe the terms or making of

this Agreement or the related documents shall be brought exclusively in an Indiana state court, and Tippecanoe County, Indiana shall be the exclusive venue. The parties acknowledge that this Agreement is the product of negotiation 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.

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 SCION GROUP may, upon written notice to GLPTC, assign this Agreement to a future owner of SCION GROUP (or of any of the communities constituting SCION GROUP) 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 SCION GROUP 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. SCION GROUP 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 SCION GROUP 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.

Copper Beech Townhome Communities Eight, LLC, Avenue North Apartments LLC, Scion WL Apartments LLC and Copper Beech Townhome Communities Eleven LLC,
By: The Scion Group LLC, its authorized agent

WITNESS:

By: ______________________________
Jessica Graves, Regional Vice President
The Scion Group
444 N. Michigan Ave., Suite 2600
Chicago, IL 60611

____

GREATER LAFAYETTE PUBLIC TRANSPORTATION CORPORATION
"GLPTC"

WITNESS:

By: ______________________________
Bryan D. Smith
Chief Executive Officer

____

CITY BUS --- CLAIMS LISTING FOR
June 25, 2026 THROUGH July 22, 2026

CLAIM#		VENDOR NAME	CLAIM REASON	AMOUNT
		Claims UNDER $20,000 (For Board to select 5 or more for audit)		
41938		QUADIENT	SUPPLIES	$224.00
41939		SUPERFLEET	CREDIT CARD-GASOLINE	$1,918.97
41940		ACCIDENT FUND	INSURANCE	$7,642.60
41941		CENTERPOINT ENERGY	UTILITIES	$264.54
41942		CITY OF W. LAFAYETTE	UTILITIES	$134.00
41943		CENTERPOINT ENERGY	UTILITIES	$4,512.25
41944		CITY OF LAFAYETTE	UTILITIES	$1,404.80
41945		GOOGLE	CONTRACTUAL SERVICE	$157.59
41946		CITY OF LAFAYETTE	UTILITIES	$162.66
41947		CITY OF LAFAYETTE	UTILITIES	$386.25
41948		DUKE ENERGY	UTILITIES	$11,797.69
41949		GREGORY & APPEL	INSURANCE	$203.00
41950		PRINCIPAL INSURANCE	INSURANCE	$17,404.31
41951		RAMP	CREDIT CARD	$11,275.62
41952		REPUBLIC SERVICES	CONTRACTUAL SERVICE	$179.56
41953		A & R MECHANICAL CONTRACTORS	CONTRACTUAL SERVICE	$1,627.50
41954		A TO Z SHEET METAL INC	SUPPLIES	$285.00
41955		ADECCO EMPLOYMENT SERVICES	TEMP.EMPLOYMENT	$6,553.70
41956		BALL EGGLESTON PC	ATTORNEY FEES	$1,775.27
41957		BARNES & THORNBURG LLP	CONTRACTUAL SERVICE	$6,500.00
41958	**	BEST ONE OF INDY	CAPITAL ITEMS	$12,923.04
41959		BETTER MERCHANTS, INC	ADVERTISING/PROMOTIONAL	$7,996.04
41960		BOYCE FORMS / SYSTEMS	PRINTED MATERIAL	$446.33
41961		CINTAS CORPORATION	UNIFORMS	$1,048.65
41962		CINTAS CORPORATION	UNIFORMS - LEASED	$3,922.42
41963		COMPSYCH CORPORATION	CONTRACTUAL SERVICE	$1,722.12
41964		DISA GLOBAL SOLUTIONS INC	CONTRACTUAL SERVICE	$1,143.04
41965	**	DLZ INDIANA, LLC	CAPITAL ITEMS	$4,845.00
41966		ENTERPRISE LEASING CO	CONTRACTUAL SERVICE	$12,000.00
41967		FAIRMOUNT DOOR CORPORATION	CONTRACTUAL SERVICE	$1,060.97
41968		FERRELLGAS	INVENTORY	$143.16
41969		FRANCISCAN HEALTH	CONTRACTUAL SERVICE	$570.00
41970	**	GILLIG LLC	CAPITAL ITEMS	$6,017.14
41971		HUB INTERNATIONAL MIDWEST	CONTRACTUAL SERVICE	$3,250.00
41972		JIMS GARAGE, INC	CONTRACTUAL SERVICE	$200.00
41973		KEVIN VAN GORDER	CUSTODIAL SERVICES	$4,784.00
41974	**	KIRKS AUTOMOTIVE INC	CAPITAL ITEMS	$3,403.00
41975		L H INDUSTRIAL SUPPLIES	SUPPLIES	$2,209.60
41976		LAFAYETTE AUTO SUPPLY	INVENTORY	$403.55
41977		LAFAYETTE ELECTRONIC SUPPLY INC.	SUPPLIES	$17.00
41978		LAFAYETTE GLASS CO INC.	CONTRACTUAL SERVICE	$1,360.00
41979		MIDWEST ECS LLC	CONTRACTUAL SERVICE	$135.00
41980		MIDWEST TRANSIT EQUIPMENT OF INDIANA	INVENTORY	$2,003.60
41981		MULHAUPT'S INC.	CONTRACTUAL SERVICE	$585.00
41982		NAPA AUTO PARTS	INVENTORY	$4,353.12
41983		O'REILLY AUTO PARTS	SUPPLIES	$228.39
41984		OTT EQUIPMENT SERVICE, INC	CONTRACTUAL SERVICE	$605.00

CITY BUS --- CLAIMS LISTING FOR
June 25, 2026 THROUGH July 22, 2026

CLAIM#		VENDOR NAME	CLAIM REASON	AMOUNT
41985	**	PHILS AUTOMOTIVE MACHINE SHOP	CAPITAL ITEMS	$2,997.84
41986		PLYMATE INC	SUPPLIES	$212.60
41987		QUILL CORPORATION	SUPPLIES	$1,431.24
41988		REMINGER CO., L.P.A.	ATTORNEY FEES	$883.50
41989		ROSS & WHITE COMPANY	CONTRACTUAL SERVICE	$6,964.72
41990		SAFE HIRING SOLUTIONS, LLC	CONTRACTUAL SERVICE	$444.90
41991	**	SAFETY VISION, L.P.	CAPITAL ITEMS	$2,029.56
41992	**	SCHEID DIESEL SERVICE CO INC	CAPITAL ITEMS	$4,156.60
41993	**	THE AFTERMARKET PARTS CO, LLC	CAPITAL ITEMS	$18,758.01
41994		THE ETICA GROUP, INC	CONTRACTUAL SERVICE	$8,619.06
41995		THERMO KING MIDWEST	SUPPLIES	$4,958.76
41996		TRANSIT & PARATRANSIT COMPANY	CONTRACTUAL SERVICE	$4,550.00
41997		TWIN CITY DODGE	CONTRACTUAL SERVICE	$200.00
41998		WAYTEK, INC.	SUPPLIES	$422.07
41999		ADECCO EMPLOYMENT SERVICES	TEMP.EMPLOYMENT	$781.12
42000		CINTAS CORPORATION	UNIFORMS - LEASED	$748.82
42001		FRANKLIN PEST CONTROL	CONTRACTUAL SERVICE	$170.00
42002	**	GILLIG LLC	CAPITAL ITEMS	$2,313.85
42003		INDUSTRIAL FINISHES	SUPPLIES	$106.30
42004		LH INDUSTRIAL SUPPLIES	SUPPLIES	$48.39
42005		LAFAYETTE AUTO SUPPLY	INVENTORY	$79.06
42006		NAPA AUTO PARTS	INVENTORY	$561.58
42007	**	ORACLE	CAPITAL ITEMS	$3,846.59
42008		O'REILLY AUTO PARTS	SUPPLIES	$11.20
42009		THE AFTERMARKET PARTS CO, LLC	INVENTORY	$40.02
42010	**	THERMO KING MIDWEST	CAPITAL ITEMS	$7,647.06
42011		REMINGER CO., L.P.A.	ATTORNEY FEES	$1,111.50
42012	**	DLZ INDIANA, LLC	CAPITAL ITEMS	$7,267.50
42014		KLOEPFER CONSULTING	CONTRACTUAL SERVICE	$8,400.00
42015		AGAVE HR PARTNERS	CONTRACTUAL SERVICE	$2,975.00
42017		NEORIDE	CONTRACTUAL SERVICE	$1,713.72
42018		PROXURVE SOLUTIONS	CONTRACTUAL SERVICE	$8,631.55
42019		CITY OF LAFAYETTE	UTILITIES	$1,100.74
42020		ACCIDENT FUND	INSURANCE	$7,642.60
42021		CITY OF W. LAFAYETTE	UTILITIES	$134.00
42022		GOOGLE	CONTRACTUAL SERVICE	$107.39
42023		LEVEL365	CONTRACTUAL SERVICE	$1,102.16
42024		TRAVELERS INSURANCE	INSURANCE	$5,545.20
42025		A & R MECHANICAL CONTRACTORS	CONTRACTUAL SERVICE	$2,016.38
42026		A-1 ALTERNATIVE FUELS	INVENTORY	$267.00
42027		ABC BUS CO	INVENTORY	$257.45
42028		ADECCO	TEMP. EMPLOYMENT	$1,810.52
42029		BARNES & THORNBURG	CONTRACTUAL SERVICE	$6,500.00
42030		CARDINAL COPIER SOLUTIONS	CONTRACTUAL SERVICE	$549.19
42031		CINTAS	UNIFORMS LEASED	$978.85
42032		CULLIGAN	INVENTORY	$796.50
42033		DISA	CONTRACTUAL SERVICE	$719.54
42034		FORVIS MAZARS	AUDIT FEES	$12,327.00
42035	**	GILLIG	CAPITAL ITEMS	$8,538.53
42036		HUB	CONTRACTUAL SERVICE	$3,250.00
42037		INDUSTRIAL FINISHES	SUPPLIES	$104.22
42038		KIRK'S AUTOMOTIVE SUPPLIES	INVENTORY	$5,863.18

CITY BUS --- CLAIMS LISTING FOR
June 25, 2026 THROUGH July 22, 2026

CLAIM#		VENDOR NAME	CLAIM REASON	AMOUNT
42039		LH INDUSTRIAL SUPPLIES	SUPPLIES	$898.93
42040		LOY INSTRUMENT	CONTRACTUAL SERVICE	$3,317.06
42041		MIDWEST TRANSIT EQUIPMENT	INVENTORY	$4,627.50
42042		NAPA	INVENTORY	$150.16
42043	**	NEW FLYER	CAPITAL ITEMS	$5,806.94
42044		POWERGRID PATNERS	CONTRACTUAL SERVICE	$948.48
42045		QUILL	SUPPLIES	$1,350.62
42046		THE AFTERMARKET PARTS CO	INVENTORY	$986.89
42047		VIA	CONTRACTUAL SERVICE	$12,700.00
42048		SAFE HIRING SOLUTIONS	CONTRACTUAL SERVICE	$150.80
			TOTAL:	**$345,414.43**
			Claims OVER $20,000 (For Board approval)	
42013		IVYTECH	CONTRACTUAL SERVICE	$26,280.00
42016		AUXIANT	INSURANCE	$128,371.21
			TOTAL:	**$154,651.21**
			CLAIMS TOTAL:	**$500,065.64**

Payroll Total for Jun-26 $829,161.35

Summary	Pay Date 6/12/2026	Pay Date 6/26/2026	Pay Date	Board Members	Grand Total
Gross Wages	$291,233.54	$296,896.88		$200.00	$588,330.42
Employer Taxes	$22,008.58	$22,355.72			$44,364.30
Employer Fringe Benefits	$96,767.12	$99,699.51			$196,466.63
Total Payroll	$410,009.24	$418,952.11	$0.00	$200.00	$829,161.35

Employer Details	Pay Date 6/12/2026	Pay Date 6/26/2026	Pay Date	Total
Employer Taxes:				
FICA/Medicare	$21,797.30	$22,133.48		$43,930.78
SUTA	$211.28	$222.24		$433.52
	$22,008.58	$22,355.72	$0.00	$44,364.30
Employer Fringe Benefits:				
PERF Contributions	$30,018.34	$33,008.22		$63,026.56
Health/Dental/Vision/Life	$64,057.89	$64,183.16		$128,241.05
HSA Contributions				$0.00
Other Fringes	$2,690.89	$2,508.13		$5,199.02
	$96,767.12	$99,699.51	$0.00	$196,466.63

CEO REPORT TO GLPTC BOARD OF DIRECTORS

MEETING DATE: July 22, 2026

CEO

Staffing
- I'm pleased to introduce Priscila Cornejo as our Planning and Business Development Manager. She has hit the ground running, using her existing contacts and new ones to talk about what CityBus has to offer.

Service Changes
- We have held the first round of public meetings about the August service changes. We also have the map up on our website for the public to comment on directly. So far, attendance at the meetings varied from one to five people, and two comments on the web map. While there have not been enough comments to establish any trends, we have heard from two people that service to central Lafayette is a concern with the truncation of the South 18th St. Route. We have also had positive feedback on the return of the 2A/2B alignment from the Schuyler Route that was implemented in August of 2025.

Legislation/Regulatory:
- The Federal Office of Management and Budget (OMB) posted a Notice of Proposed Rulemaking on Federal Financial Assistance. Essentially, the OMB proposes to codify the ability of the Executive Branch to rescind grant awards based on changes in priority. I will send APTA's response to the proposed rulemaking for a detailed explanation of the concerns for transit. We have already experienced this first hand with the delay in awarding the 2024 Low/No grant that has just been released last week, but with the requirement that we remove any hydrogen-related expenses from the grant request. At last count, the OMB received over 350,000 public comments, heavily weighted to objections over the rule. Certainty in budgeting and long-range plan is essential to the efficient use of funds, as we too well know.
- The 2024 Low/No grant application (5339 discretionary funds) has been revised and resubmitted to the FTA. To facilitate ease of execution, we have switched all of the hydrogen project related spending to replacement buses. These funds will allow us to have fleet replacements funded for at least three years. This does free up 5307 formula funds to be flexed to other capital projects or operational assistance in the short term.

Projects:
- CFO search is underway, posted online, and we are asking for all Board members to share the posting with your networks and social media.

- The Ivy Tech transfer center feasibility study continues, we've had our first look at Etica's proposals earlier this month, and gave feedback on them. We will hold another stakeholder meeting next month to show a broader group the ideas.
- The IFAC BRT planning study grant MOU is on the agenda for Board approval. We are working with APC to incorporate it into their planning documents as the first step to getting the grant into the federal grant system.
- The hydrogen fueling station is still set for construction completion by the end of September. There has been another week's delay with the compressor manufacturer but it should still be complete on time.

FINANCE

- NetSuite implementation is in progress. Met with the Oracle team to discuss detailed action items, including bank setup, budget, and customer/vendor lists. After completing these, will move on to the inventory and fixed asset implementation phases.
- The 2025 financial audit report has been submitted to the bank
- Grant management is progressing well.
  The FHWA/STBG Capital Projects/STP and CRP FY2024 Preventive Maintenance grant amendment has been approved. Once we receive the notification from the DOL that the grant has been released, we will be able to submit the drawdown request and closeout the grant.
  IFAC grant awarded and the cooperative agreement will be signed.

HUMAN RESOURCES

- Received the signed offer for our new Executive Assistant to the CEO. The candidate is set to begin July 27, 2026.
- Received the signed offer for our next recipient of the Dr. Jon D. Fricker Memorial Transit Internship. The candidate is set to begin July 16, 2026.
- Began searching for a new Chief Financial Officer/Controller.
- Onboarded three new Bus Operators who began their CDL training on July 13, 2026.
- Working on purchasing and implementing Trackit software for safety, compliance, and operations support.
- Working on updating severe weather emergency shelter locations on bus routes.
- Began discussing a committee for bus stop location adjustments to address safety or customer service needs.
- TV screens for safety and operational announcements have been installed in the driver lounge and maintenance shop.
- Working on repairing or adding security cameras to surveillance systems.
- Working on preparing safety training for the upcoming all-staff training in August.
- Providing training for newly hired employees.

MAINTENANCE

- 4012 Engine rebuild
- 6002 Transmission replacement

- Bodywork for Hensly legal bus wraps

OPERATIONS

- Dispatch assisted the Lafayette Police Department in apprehending a suspected shoplifting suspect who boarded a CityBus vehicle after the incident. Dispatch identified the individual on board and coordinated with LPD to intercept the bus in route. Special recognition goes to Operator Brock Heinsen for their professionalism and cooperation during the incident and first shift dispatch for their coordinating with Police.
- Dispatchers continue to strengthen communication and collaboration between shifts, reducing information gaps during shift changes, and improving operational continuity.
- The Operations Manager and Control Center Supervisors met with the Payroll Specialist to review current payroll processes and identify opportunities to improve the tracking, documentation, and communication of FMLA leave and other employee absences.
- Effective July 1, Operations implemented a new attendance incentive program. Operators who maintain perfect attendance during a two-week pay period are eligible to have two disciplinary points removed from eligible point violations accumulated within the previous 13 months, encouraging consistent attendance and reliability.
- A recurring biweekly meeting has been established between the Operations Manager and Control Center Supervisors to proactively evaluate Control Center operations, strengthen communication, address operational needs, and identify opportunities for continuous process improvement.
- A new training class, consisting of four newly hired bus operators, began this month as part of our ongoing recruitment and staffing efforts.
- The three operator candidates participating through our Ivy Tech partnership are currently completing route familiarization by riding with experienced operators. They are scheduled to take their final test on their Commercial Driver's Licenses this week. Upon successful completion, they will begin bus familiarization training before advancing to cadet driving.

INFORMATION TECHNOLOGY

- Successfully launched VIA’s Interactive Voice Response (IVR) system for ACCESS paratransit riders on June 1, providing 24/7 trip status and cancellation capabilities while reducing call center demand.
- Completed organization-wide email address standardization, establishing a consistent first-initial/last-name format for all employees.
- Continued work with Remix and CEO on development of August service change scenarios using VIA Remix, to support future route and service planning decisions.

- Advanced implementation efforts for key enterprise systems, including Oracle NetSuite and RTA Fleet, supporting improved operational efficiency, reporting, and systems integration.

CUSTOMER EXPERIENCE

- Attended a series of public meetings covering proposed route modifications come August 2026. Also collecting and filing all public feedback from the website.
- Working with bus operator on getting an updated list of bus stops that have been completed and what all needs to be finished. Also working to get our stops completely up to date on what our routes will look like come August.
- Interviewed and hired a temp to work the morning shift Monday – Friday at the CityBus Center while our employee is out on leave.
- Have multiple back to school and fall events booked for CityBus to attend.
- Attended 3 Vanpool meetings, all with different interested agencies, and hopefully will get more CityVan vehicles on the road very soon!

PLANNING & BUSINESS DEVELOPMENT

- Completed a series of public meetings on proposed route changes at multiple locations throughout Greater Lafayette and is planning an additional outreach event at Friendship House in response to community feedback.
- Coordinating a Spanish-language public meeting to increase engagement opportunities and ensure broader community participation in the transit planning process.
- Strengthening partnerships with apartment communities to improve communication, enhance transit access for residents, and evaluate opportunities for future service improvements, including express routes.

June 2026

PROFIT AND LOSS STATEMENT

GREATER LAFAYETTE PUBLIC TRANSPORTATION CORPORATION

OPERATING REVENUE	Jun-26	Jun-25	%DIFF/MO	YTD2026	YTD2025	%DIFF	BUDGETED
PASSENGER FARES	$ 323,485.63	$ 360,835.40	-10.35%	$ 1,432,963.53	$ 2,248,788.14	-36.28%	$ 3,926,050
ADVERTISING INCOME	30,336.00	(0.08)	-37920100.00%	78,068.00	82,083.27	-4.89%	189,720
INTEREST INCOME	15,068.50	15,057.69	0.07%	75,557.61	101,488.95	-25.55%	-
MISC. INCOME	46,144.80	17,461.50	164.27%	130,725.01	87,676.49	49.10%	50,000
	$ 415,034.93	$ 393,354.51	5.51%	$ 1,717,314.15	$ 2,520,036.85	-31.85%	$ 4,165,770
	*						

OPERATING EXPENSE	Jun-26	Jun-25	%DIFF/MO	YTD2026	YTD2025	%DIFF	BUDGETED	BALANCE
PERSONNEL								
OPERATOR WAGES	$ 484,248.98	403,042.49	20.15%	$ 2,615,827.11	$ 2,891,781.50	-9.54%	5,239,313	$ 2,623,486
ADMINISTRATIVE WAGES	189,121.07	173,356.07	9.09%	989,032.27	1,008,576.62	-1.94%	2,208,815	$ 1,219,783
MAINTENANCE WAGES	103,526.80	80,675.89	28.32%	499,801.70	475,729.13	5.06%	1,015,104	$ 515,303
FICA TAX	58,354.53	48,494.61	20.33%	308,330.32	328,764.55	-6.22%	647,437	$ 339,107
PERF	83,882.53	75,016.18	11.82%	453,998.69	494,358.67	-8.16%	1,014,147	$ 560,148
LIFE & HEALTH INSURANCE	169,943.95	147,531.56	15.19%	880,846.85	948,909.53	-7.17%	2,189,200	$ 1,308,353
UNEMPLOYMENT INSURANCE	569.30	423.25	34.51%	10,330.45	15,008.85	-31.17%	70,000	$ 59,670
WORK COMP INSURANCE	7,642.60	9,614.20	-20.51%	31,811.20	54,720.40	-41.87%	115,526	$ 83,715
UNIFORMS	2,237.85	5,505.19	-59.35%	21,224.38	21,872.11	-2.96%	50,000	$ 28,776
FRINGE BENEFITS	6,787.50	5,956.99	13.94%	30,409.97	38,276.97	-20.55%	88,960	58,550
	1,106,315.11	949,616.43	16.50%	5,841,612.94	6,277,998.33	-6.95%	12,638,502	$ 6,796,889
COMMODITIES								
DIESEL FUEL	-	4,170.06	-100.00%	25,044.78	49,960.02	-49.87%	81,975	$ 56,930
CNG FUEL	30,890.57	31,169.47	-0.89%	214,620.33	198,777.55	7.97%	368,636	$ 154,016
HYDROGEN FUEL							200,000	$ 200,000
GASOLINE	2,186.27	2,121.64	3.05%	9,802.45	9,271.97	5.72%	23,264	$ 13,462
LUBRICANTS	185.14	483.95	-61.74%	27,275.38	10,790.77	152.77%	22,562	$ (4,713)
REPAIR PARTS--STOCK	42,318.37	2,096.05	1918.96%	191,056.99	140,468.51	36.01%	458,969	$ 267,912
REPAIR PARTS--FIXED EQUIP	-	1,346.96	-100.00%	3,643.88	1,755.53	107.57%	3,671	$ 27
TIRES & BATTERIES	8,427.11	1,395.30	503.96%	22,650.69	9,659.98	134.48%	20,198	$ (2,453)
CLEANING SUPPLIES	3,318.30	4,927.25	-32.65%	21,455.42	16,473.28	30.24%	34,444	$ 12,989
BUILDING MATERIALS	6,040.00	-	0.00%	6,151.18	-	0.00%	5,000	$ (1,151)
POSTAGE & FREIGHT	529.94	988.20	-46.37%	1,998.43	2,604.74	-23.28%	5,446	$ 3,448
OFFICE SUPPLIES	3,441.75	2,583.24	33.23%	12,936.64	9,450.22	36.89%	22,660	$ 9,723
MAT & SUPP--GENERAL	8,342.07	12,616.17	-33.88%	63,088.25	41,072.43	53.60%	38,997	$ (24,091)
MAT & SUPPLIES--BILLABLE	-	-	0.00%	-	58.53	-100.00%	-	$ -
MAT & SUPPLIES--VEHS	-	-	0.00%	41.95	83.99	-50.05%	170	129
	105,679.52	63,898.29	65.39%	599,766.37	490,427.52	22.29%	1,285,992	$ 686,226
SERVICES & CHARGES								
VANPOOL SUBSIDY	4,800.00	2,800.00	71.43%	20,800.00	10,596.00	96.30%	43,200	$ 22,400
VANPOOL RENTAL	7,200.00	-	0.00%	31,820.00	-	0.00%	-	$ (31,820)
ATTORNEY & AUDIT FEES	24,770.27	39,997.50	-38.07%	64,367.77	43,765.00	47.08%	100,000	$ 35,632
CONTRACT MAINTENANCE	30,102.19	31,877.38	-5.57%	208,304.67	220,038.92	-5.33%	460,079	$ 251,775
CUSTODIAL SERVICES	4,784.00	9,568.00	-50.00%	28,704.00	28,305.34	1.41%	70,000	$ 41,296
CONTRACTUAL SERVICES	93,454.40	72,947.79	28.11%	418,881.59	305,548.71	37.09%	1,038,872	$ 619,990
UTILITIES--TELEPHONE	-	1,438.12	-100.00%	4,844.83	8,973.51	-46.01%	18,763	$ 13,918
UTILITIES--ELECTRIC	4,943.31	6,112.13	-19.12%	16,025.33	20,310.93	-21.10%	75,000	$ 58,975
UTILITIES--WATER & SEWAGE	2,003.64	2,082.98	-3.81%	14,446.35	15,056.68	-4.05%	31,482	$ 17,036
UTILITIES--GAS HEAT	505.81	6,031.70	-91.61%	(30,423.78)	15,003.10	-302.78%	34,785	$ 65,209
ADVERTISING & PROMOTION	8,155.61	6,406.11	27.31%	46,519.77	29,821.90	55.99%	125,000	$ 78,480
EXTERIOR ADVERTISING	-	-	0.00%	-	-	0.00%	10,000	$ 10,000
PRINTING	-	-	0.00%	168.36	5,566.26	-96.98%	42,097	$ 41,929
ADVERTISING FEES	-	-	0.00%	4,437.16	1,706.53	160.01%	3,000	$ (1,437)
DUES & SUBSCRIPTIONS	20,000.00	24,954.95	-19.86%	30,457.00	25,478.95	19.54%	56,027	$ 25,570
TRAVEL & MEETINGS	4,955.18	6,031.26	-17.84%	40,184.01	32,910.31	22.10%	71,610	$ 31,426
PREMIUM PL & PD INSURANCE	42,370.75	57,937.68	-26.87%	256,743.50	347,626.08	-26.14%	776,249	$ 519,506
PAYOUTS--PL & PD INS.	10,577.50	5,994.61	76.45%	58,874.40	35,967.66	63.69%	100,000	$ 41,126
RECOVERY/PHYSICAL DAMAGE	-	(4,093.48)	-100.00%	(125.00)	(17,975.14)	-99.30%	-	$ 125
OTHER CORPORATE INS.	-	-	0.00%	2,300.00	2,503.00	-8.11%	5,234	$ 2,934
VEHICLE REGISTRATION	-	45.00	-100.00%	-	90.00	-100.00%	200	$ 200
INTEREST--SHORT TERM	-	-	0.00%	1,000.00	-	0.00%	-	$ (1,000)
BAD DEBT EXPENSE	448.00	1,000.00	-55.20%	1,572.00	1,000.00	57.20%	2,000	$ 428
MISC. EXPENSE	-	-	0.00%	-	75.00	-100.00%	8,000	$ 8,000
CASH (OVER)/SHORT	-	(62.00)	-100.00%	(156.35)	141.60	-210.42%		156
	259,070.66	271,131.73	-4.45%	1,219,745.61	1,132,368.74	7.72%	3,071,597	$ 1,851,852
TOTAL EXPENSES	**$ 1,471,065.29**	**$ 1,284,646.45**	**14.51%**	**$ 7,661,124.92**	**$ 7,900,794.59**	**-3.03%**	**$ 16,996,092**	**$ 9,334,967**

OTHER INCOME	Jun-26	Jun-25	%DIFF/MO	YTD2026	YTD2025	%DIFF	BUDGETED
COUNTY PROPERTY TAX	$ 262,399.92	$ 252,189.00	4.05%	$ 1,574,399.52	$ 1,513,134.00	4.05%	$ 2,944,215
LOCAL INCOME TAX	78,649.00	73,466.00	7.05%	633,144.00	570,924.00	10.90%	930,484
STATE OPERATING GRANT	362,804.75	362,804.75	0.00%	2,176,828.50	2,176,828.50	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	-	-	0.00%	3,663,924.00	825,784.00	343.69%	-
ALTERNATIVE FUEL TAX CREDIT	-	-	0.00%	-	-	0.00%	-
STATE/LOCAL CONTRIBUTION	7,200.00	-	0.00%	31,820.00	-	0.00%	-
TOTAL OTHER INCOME	$ 711,053.67	$ 688,459.75	3.28%	$ 8,080,116.02	$ 5,086,670.50	58.85%	$ 13,453,968

OTHER EXPENSES	Jun-26	Jun-25	YTD2026	YTD2025
(GAIN)/LOSS--ASSET DISPOSAL	$ -	$ -	$ -	$ 418.38
INTERGOVERNMENTAL FUNDS XFE	$ -	$ -	$ -	$ -
DEPRECIATION EXPENSE	$ 354,255.22	$ 339,820.65	$ 2,131,062.79	$ 2,050,788.23
TOTAL OTHER EXPENSES	$ 354,255.22	$ 339,820.65	$ 2,131,062.79	$ 2,051,206.61

	Jun-26	Jun-25	YTD2026	YTD2025
NET PROFIT/(LOSS)	$ (699,231.91)	$ (542,652.84)	$ 5,242.46	$ (2,345,293.85)

REVENUE COMPARISON

June 2026

		June 2026		June 2025	% DIFF		YTD2026		YTD2025	YTD2026
NON-CONTRACT REVENUE										
CASH FARES	$	17,981.24	$	21,684.68	-17.08%	$	99,694.61	$	103,979.75	-4.12%
TOKENS		-		8,522.50	-100.00%		-		20,943.15	-100.00%
REGULAR PASS		27,674.00		27,712.00	-0.14%		103,402.75		81,745.00	26.49%
DAY PASS		32,449.00		10,680.00	203.83%		188,836.80		30,950.00	510.14%
ELDERLY/DISABLED		3,404.00		3,035.50	12.14%		14,776.54		14,836.50	-0.40%
SEMESTER PASS		117,003.00		14,028.00	734.07%		307,380.00		334,830.35	-8.20%
TOTAL NON-CONTRACT	**$**	**198,511.24**	**$**	**85,662.68**	**131.74%**	**$**	**714,090.70**	**$**	**587,284.75**	**21.59%**
TOTAL WITH ACCESS	$	203,874.63	$	90,218.70	125.98%	$	749,088.53	$	620,087.94	20.80%
CONTRACT REVENUE										
CAMPUS	$	-	$	167,838.70	-100.00%	$	-	$	1,007,032.20	-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%		674,263.00		616,668.00	9.34%
WABASH NATIONAL		-		-	0.00%		-		-	0.00%
TRIPPERS		9,612.00		-	0.00%		9,612.00		-	0.00%
SUPPLEMENTAL SVC.		-		-	0.00%		-		-	0.00%
TOTAL CONTRACT	**$**	**119,611.00**	**$**	**270,616.70**	**-55.80%**	**$**	**683,875.00**	**$**	**1,628,700.20**	**-58.01%**
AUXILIARY REVENUE										
EXTERIOR ADVER.	$	30,000.00	$	(0.08)	-37500100.00%	$	75,000.00	$	82,083.27	-8.63%
MISC / CONCESSIONS		46,480.80		17,461.50	166.19%		133,793.01		87,676.49	52.60%
TOTAL AUXILLARY	**$**	**76,480.80**	**$**	**17,461.42**	**338.00%**	**$**	**208,793.01**	**$**	**169,759.76**	**22.99%**
INTEREST REVENUE										
INTEREST	$	15,068.50	$	15,057.69	0.07%	$	75,557.61	$	101,488.95	-25.55%
	$	**15,068.50**	**$**	**15,057.69**	**0.07%**	**$**	**75,557.61**	**$**	**101,488.95**	**-25.55%**

TOTAL REVENUE WITHOUT ACCESS

		June 2026		June 2025	% DIFF		YTD2026		YTD2025	YTD2026
NON-CONTRACT	$	198,511.24	$	85,662.68	131.74%	$	714,090.70	$	587,284.75	21.59%
CONTRACT		119,611.00		270,616.70	-55.80%		683,875.00		1,628,700.20	-58.01%
AUXILIARY		76,480.80		17,461.42	338.00%		208,793.01		169,759.76	22.99%
INTEREST		15,068.50		15,057.69	0.07%		75,557.61		101,488.95	-25.55%
	$	409,671.54	$	388,798.49	5.37%	$	1,682,316.32	$	2,487,233.66	-32.36%

TOTAL REVENUE WITH ACCESS

		June 2026		June 2025	% DIFF		YTD2026		YTD2025	YTD2026
ALL SOURCES	$	409,671.54	$	388,798.49	5.37%	$	1,682,316.32	$	2,487,233.66	-32.36%
ACCESS		5,363.39		4,556.02	17.72%		34,997.83		32,803.19	6.69%
TOTAL REVENUE	$	415,034.93	$	393,354.51	5.51%	$	1,717,314.15	$	2,520,036.85	-31.85%

BALANCE SHEET

GREATER LAFAYETTE PUBLIC TRANSPORTATION CORPORATION

A S S E T S	Dec-25	Current
CASH & CASH ITEMS		
CASH IN BANK-GENERAL FUND	3,076,295.92	5,387,614.48
CASH IN PAYROLL ACCOUNT-GEN FD	101,895.09	87,660.14
LEVY EXCESS FUND	-	-
WORKING FUNDS	-	-
UNITED HEALTHCARE HRA IMPREST-GEN FD	-	-
HEALTHCARE IMPREST-GEN FD	-	-
RAINY DAY FUND	256,256.66	256,256.66
TOTAL CASH & CASH ITEMS	**3,434,447.67**	**5,731,531.28**
RECEIVABLES		
ACCOUNTS RECEIVABLE	52,588.65	122,567.61
SHOP INVENTORY	-	-
A/R - CITY OF LAFAYETTE	-	-
CONTRACT RECEIVABLE-PURDUE	-	-
A/R-TICKET VENDING MACHINE COLLECTIONS	-	-
A/R - OFF-SITE PASS SALES COLLECTIONS	20,746.81	64,319.55
ACCTS RECV-EMPLOYEE P/R WASH	20,702.96	13,235.06
A/R CAPITAL GRANTS-FTA	6,407,443.00	5,115,654.00
A/R OPERATING ASSISTANCE-FTA	-	-
A/R TAX DRAW-COUNTY/LOCAL	-	-
A/R GRANTS-STATE	-	-
A/R PLANNING ASSISTANCE-FTA	-	-
A/R OPERATNG ASSISTANCE-STATE	-	-
A/R FEDERAL TAX CREDITS	-	-
PROPERTY TAX RECEIVABLE	3,421,913.62	3,483,616.62
TOTAL RECEIVABLES	**9,923,395.04**	**8,799,392.84**
MATERIALS & SUPPLIES INVENTORY		
BUS PARTS INVENTORY	485,050.30	522,209.24
PARTS INVENTORY-CLEARING ACCT	-	-
DIESEL & GASOLINE INVENTORY	20,650.29	36,787.40
OIL, LUBE, ANTIFREEZE INVENTORY	-	1,768.63
TIRES, TUBES, BATTERIES INVENTORY	1,713.07	3,101.20
FACILITIES PARTS INVENTORY	7,934.19	7,934.19
TOTAL MATERIALS & SUPPLIES INVENTORY	**515,347.85**	**571,800.66**
TANGIBLE PROPERTY TRANSIT OPS		
REVENUE EQUIPMENT	38,367,246.43	38,543,800.17
SUPPORT VEHICLES	724,215.30	728,906.95
BUILDING & STRUCTURE	22,561,258.87	22,592,103.39
EQUIPMENT SHOP & GARAGE	1,056,053.88	1,056,053.88
REVENUE COLLECTION FAREBOX	1,680,594.51	1,680,594.51
COMMUNICATIONS EQUIPMENT	1,853,923.45	1,864,482.45
OFFICE EQUIPMENT & FURNISHINGS	493,051.35	494,487.11
CONSTR. IN PROGRESS-SHOP	-	27,573.33
CONST. IN PROGRESS - HYDROGEN	6,892,179.16	9,778,156.50
CONSTR. IN PROGRESS - PROJECTS	-	20,539.95
CONST. IN PROGRESS - SHELTERS	-	-
LAND	926,471.26	926,471.26
	74,554,994.21	**77,713,169.50**
TOTAL PROPERTY COST		
ACC ACC DEPR-REVENUE EQUIPMENT	(27,218,118.45)	(28,651,736.51)
ACC DEPR-SUPPORT VEHICLES	(536,358.31)	(561,526.65)
ACC DEPR-BUILDING & STRUCTURE	(12,592,663.57)	(13,067,895.43)
ACC DEPR-EQUIPMENT SHOP & GARAGE	(583,056.07)	(628,047.65)
ACC DEPR-REVENUE COLLECTION FAREBOX	(1,301,530.34)	(1,345,937.07)
ACC DEPR-COMMUNICATIONS EQUIPMENT	(1,273,332.05)	(1,358,350.09)
ACC DEPR-OFFICE EQUIPMENT & FURNISHINGS	(331,033.52)	(353,661.70)
ACC DEPR-CONSTR IN PROGRESS-WLAF	-	-
ACC DEPR-CONSTR IN PROGRESS-LAF	-	-
TOTAL ACCUMULATED DEPRECIATION	**(43,836,092.31)**	**(45,967,155.10)**
TOTAL PROPERTY LESS DEPRECIATION	**30,718,901.90**	**31,746,014.40**
SPECIAL FUNDS		
SPECIAL FUNDS	-	-
BONDS & INTEREST CASH ACCT	-	-
INVESTMNTS-BON & INTEREST FUND	-	-
ACA MLR PREMIUM REBATE	-	-
BUS AUTO INS CASH FUND	400,000.00	400,000.00
PAYROLL ACCRUAL	-	-
DIRECTOR & OFFICERS SPEC CASH	74,870.36	74,870.36
ELTF DEDUCTIBLE FUNDS	15,000.00	15,000.00
INVESTMENTS	-	-
CUMULATIVE CAPITAL FUND	-	293,491.94
CAPITAL IMPROV RESERVE FUND	-	-
CAPITAL IMPROV. INVESTMENTS	-	-
TOTAL SPECIAL FUNDS	**489,870.36**	**783,362.30**
OTHER ASSETS		
PRE-PAID INSURANCE	378,215.50	177,664.68
PRE-PAID EXPENSES	100,825.97	244,100.58
PRE-PAID PAYOUT INSURANCE	25,000.00	(8,369.39)
OTHER ACCRUALS	-	200,236.00
TOTAL OTHER ASSETS	**504,041.47**	**613,631.87**
DEFERRED OUTFLOWS		
DEFERRED OUTLOW - PERF EMPLOYER CONTRIBUTIONS	467,505.00	457,656.00
DEFERRED OUTFLOW - PROPORTIONATE SHARE	85,407.00	56,614.00
DEFERRED OUTFLOW - EXPECTED AND ACTUAL EXPERIE	505,378.00	544,530.00
DEFERRED OUTFLOW - EXPECTED AND ACTUAL INV EAR	652,895.00	-
DEFERRED OUTFLOW - CHANGE IN ASSUMPTION	-	79,513.00
TOTAL DEFERRED OUTFLOWS	**1,711,185.00**	**1,138,313.00**
TOTAL ASSETS	**47,297,189.29**	**49,384,046.35**

In Balance

L I A B I L I T I E S	Dec-25	Current
PAYABLES		
TRADE PAYABLES	-	-
ACCOUNTS PAYABLE	1,898,435.68	27,226.98
ACCOUNTS PAYABLE - CNG UTILITIES	-	-
TOTAL PAYABLES	**1,898,435.68**	**27,226.98**
ACCRUED PAYROLL LIABLITIES		
ACCRUED WAGES PAYABLE	177,262.45	136,275.82
ACCR COMPENSATED ABSENCES PAYABLE	360,758.26	360,758.26
DEDUCTIONS-AUTO	-	-
UNION DUES WITHHELD	1,702.00	1,284.66
DEDUCTION-FICA/MEDICARE EE	-	-
DEDUCTION-UNION DUES	-	-
DEDUCTION-WELLNESS	-	-
DEDUCTION-HEALTH INSURANCE	30,913.02	81,656.62
DEDUCTION-HEALTH INS - COBRA	-	-
DEDUCTION - CHARITABLE DONATIONS	-	-
DEDUCTION - LIFE DISABILITY INS	4,256.85	1,800.92
DEDUCTION-GARNISHMENTS	-	-
DEDUCTION-UNITED WAY	133.57	118.92
DEDUCTION-CABLE	-	-
DEDUCTION-PERF EE	8,428.14	4,843.90
DEDUCTION-SUPPORT	-	-
DEDUCTION-EE LOANS	599.65	665.52
DEDUCTION-BOSTON MUTUAL	71.38	68.61
DEFERRED COMPENSATION	3,285.26	2,168.10
ACCRUED PERF PAYABLE ER	30,106.02	23,187.76
TOTAL PAYROLL LIABILITIES	**617,516.60**	**612,829.09**
ACCRUED TAX LIABLITIES		
FIT TAXES	70,308.34	51,299.67
FICA/MEDICARE	-	-
STATE TAX	-	-
STATE UNEMPLOYMENT TAX	-	-
COUNTY TAX	-	-
TOTAL TAX LIABILITIES	**70,308.34**	**51,299.67**
SHORT TERM DEBT		
SHORT TERM DEBT	-	-
AUTO INSURANCE PAYOUT LIABILITY	-	-
WORKERMAN COMP INSURANCE PAYOUT LIABILITY	-	-
INSURANCE PAYOUT LIABILITY	-	-
ACCRUED INTEREST PAYABLE - BANK OF AMERICA-CNG	-	-
TOTAL SHORT TERM DEBT	**-**	**-**
OTHER CURRENT LIABILITIES		
UNREDEEMED TOKENS	-	-
UNREDEEMED REGULAR PASSES	-	-
UNREDEEMED DAY PASSES	-	-
UNREDEEMED E & D PASSES	-	-
UNREDEEMED SEMESTER PASSES	-	-
UNREDEEMED LOOP PASSES	-	-
DEFERRED REVENUE-COUNTY/LOCAL	-	1,239,536.58
DEFERRED REVENUE-ADVERTISING & PAINTED TRANSIT	-	-
FEDERAL TAX PAYABLE	-	-
UNREDEEMED 50 FARESAVERS	-	-
UNREDEEMED PASS STUDENT	-	-
UNREDEEMED REVENUE	171,600.00	139,780.00
UNREDEEMED TVM CHG/STRD VALUE CARDS	10,527.19	4,366.24
NET PENSION LIABILITY	4,931,104.00	3,894,913.00
TOTAL OTHER CURRENT LIABILITIES	**5,113,231.19**	**5,278,595.82**
LONG-TERM DEBT		
BANK OF AMERICA LONG-TERM PAYABLE-CNG	-	-
TOTAL LONG-TERM DEBT	-	**-**
ESTIMATED LIABILITIES		
FTA EST RES FOR ENCUMBRANCES	-	-
TOTAL ESTIMATED LIABILITIES	-	**-**
DEFERRED CREDITS		
DEFERRED CR - MYERS PED BRIDGE PROJECT	-	-
TOTAL DEFERRED CREDITS	-	**-**
DEFERRED INFLOWS		
DEFERRED INFLOW - EXPECTED AND ACTUAL EXPERIENCE	-	243,607.00
DEFERRED INFLOW - EXPECTED AND ACTUAL INV EARNINGS	-	55,941.00
DEFERRED INFLOW - PROPORTIONATE SHARE	27,133.00	120,104.00
DEFERRED INFLOW - ASSUMPTIONS	-	-
DEFERRED INFLOW FROM PROPERTY TAXES	3,421,913.62	3,483,616.62
TOTAL DEFERRED INFLOWS	**3,449,046.62**	**3,903,268.62**

C O N T R I B U T I O N S		
INVESTMENTS IN TRANSIT SYS-LAF	24,682.75	24,682.75
FED GOVERN CAP GRANT SEC 3 (5309)	23,056,883.82	23,056,883.82
FED GOVERN CAP GRANT SEC 5	2,633,996.56	2,633,996.56
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
STATE CAP GRANT SEC 9	657,682.35	657,682.35
STATE CAP GRANT SEC 5	601,488.98	601,488.98
CONTRIBUTIONS NON GOVERNMENTAL	-	-
ACCUMULATED EARNINGS/LOSSES	(35,494,069.10)	(36,448,931.79)
TOTAL CONTRIBUTIONS	**36,148,650.86**	**39,510,826.17**
TOTAL LIABILITIES & CONTRIBUTIONS	**47,297,189.29**	**49,384,046.35**

June 2026

EXPENDITURES TO DATE AND REMAINING BUDGET

GREATER LAFAYETTE PUBLIC TRANSPORTATION CORPORATION

Budget to date 50.0%

	BUDGET FY2026	Budget to Date	Expenditures to Date	Expenditures to Date %	Remaining Budget
PERSONNEL					
Operator Wages	5,239,313	2,619,657	2,615,827	49.9%	2,623,486
Administrative Wages	2,208,815	1,104,408	989,032	44.8%	1,219,783
Maintenance Wages	1,015,104	507,552	499,802	49.2%	515,303
FICA	647,437	323,719	308,330	47.6%	339,107
PERF	1,014,147	507,073	453,999	44.8%	560,148
Life & Health Insurance	2,189,200	1,094,600	880,847	40.2%	1,308,353
Unemployment Insurance	70,000	35,000	10,330	14.8%	59,670
Work Comp Insurance	115,526	57,763	31,811	27.5%	83,715
Unforms	50,000	25,000	21,224	42.4%	28,776
Tool Allowance/Fringe Benefits	88,960	44,480	30,410	34.2%	58,550
Affordable Care Act Fees	-	-		0.0%	-
	12,638,502	**6,319,251**	**5,841,613**	**46.2%**	**6,796,889**
COMMODITIES					
Diesel Fuel	81,975	40,987	25,045	30.6%	56,930
Natural Gas Fuel	368,636	184,318	214,620	58.2%	154,016
Hydrogen Fuel	200,000			0.0%	
Gasoline	23,264	11,632	9,802	42.1%	13,462
Oil & Antifreeze	22,562	11,281	27,275	120.9%	(4,713)
Repair Parts, Revenue Vehicles	458,969	229,484	191,057	41.6%	267,912
Repair Parts, Fixed Equipment	3,671	1,835	3,644	99.3%	27
Tires and Batteries	20,198	10,099	22,651	112.1%	(2,453)
Cleaning Supplies	34,444	17,222	21,455	62.3%	12,989
Building Materials	5,000	2,500	6,151	123.0%	(1,151)
Postage & Freight	5,446	2,723	1,998	36.7%	3,448
Office Supplies	22,660	11,330	12,937	57.1%	9,723
Other Materials, General Busines	38,997	19,498	63,088	161.8%	(24,091)
Other Materials, Billable	-	-	-	0.0%	-
Other Materials, Vehicles	170	85	42	24.6%	129
	1,285,992	**542,996**	**599,766**	**46.6%**	**486,226**
SERVICES & CHARGES					
Vanpool Subsidy	43,200	21,600	20,800	48.1%	(20,800)
Vanpool Rental	-	-	31,820	0.0%	(31,820)
Attorney & Audit	100,000	50,000	64,368	64.4%	35,632
Contract Maintenance	460,079	230,040	208,305	45.3%	251,775
Custodial Services	70,000	35,000	28,704	41.0%	41,296
Contractual Services	1,038,872	519,436	418,882	40.3%	619,990
Utilities, Telephone	18,763	9,381	4,845	25.8%	13,918
Utility Expense, Electric	75,000	37,500	16,025	21.4%	58,975
Utility Expense, Water & Sewage	31,482	15,741	14,446	45.9%	17,036
Utilities, Natural Gas Heat	34,785	17,393	(30,424)	-87.5%	65,209
Advertising & Promotions	125,000	62,500	46,520	37.2%	78,480
Exterior Advertising	10,000	5,000	-	0.0%	10,000
Printing	42,097	21,049	168	0.4%	41,929
Advertising Fees (Legal Ads)	3,000	1,500	4,437	147.9%	(1,437)
Dues & Subscriptions	56,027	28,014	30,457	54.4%	25,570
Travel & Meeting Expenses	71,610	35,805	40,184	56.1%	31,426
Premium on PL & PD	776,249	388,125	256,744	33.1%	519,506
Payouts PL & PD	100,000	50,000	58,874	58.9%	41,126
Recovery/physical Damage		-	(125)	0.0%	125
Other Corporate Ins	5,234	2,617	2,300	43.9%	2,934
Vehicle Registration	200	100	-	0.0%	200
Interest - Short Term		-	1,000	0.0%	(1,000)
Bad Debt Expense	2,000	1,000	1,572	78.6%	428
Misc. Expense	8,000	4,000	-	0.0%	8,000
		-	(156)	0.0%	156
	3,071,597	**1,535,799**	**1,219,746**	**39.7%**	**1,808,652**
TOTAL OPERATING EXPENSE	**16,996,092**	**8,398,046**	**7,661,125**	**45.1%**	**9,091,767**
(GAIN)/LOSS--ASSET DISPOSA	-	-	-	0.0%	-
TOTAL EXPENSES	**16,996,092**	**8,398,046**	**7,661,125**	**45.1%**	**9,091,767**

CityBus
GREATER LAFAYETTE

June 2026

Route	RouteName	Passengers	Total Miles	Total Hours	P/Mi	%DIFF FROM 2025	P/Hrs	%DIFF FROM 2025
11	Creasy Lane	10,402	10,316.31	800.32	1.01		13.00	
12	South Street	8,602	7,903.52	792.27	1.09		10.86	
13	Main Street	10,882	9,081.09	781.68	1.20		13.92	
14	Brady Lane	8,859	12,791.36	906.02	0.69		9.78	
21	McCormick Road	18,890	14,590.16	1,083.59	1.29		17.43	
22	Salisbury Street	15,064	9,317.05	792.19	1.62		19.02	
23	Sagamore West	6,921	6,125.48	408.26	1.13		16.95	
31	North 9th Street	1,698	2,256.54	118.15	0.75		14.37	
32	Schuyler Avenue	6,819	3,546.44	296.63	1.92		22.99	
33	Ferry Street	2,000	2,405.55	187.66	0.83		10.66	
34	Teal Road	2,317	3,476.24	293.03	0.67		7.91	
35	Park East Bouldevard	1,042	4,706.41	301.68	0.22		3.45	
36	South 18th Street	3,223	8,636.26	608.14	0.37		5.30	
41	The Connector	2,023	3,258.05	297.82	0.62		6.79	
42	Happy Hollow Road	3,749	3,402.81	306.38	1.10		12.24	
43	Northwestern	4,893	4,304.10	323.94	1.14		15.10	
	Sub Total:	**107,384**	**106,117.37**	**8,297.76**	**1.01**	**-25.53%**	**12.94**	**-28.23%**
51E	Lark & Alight Express							
52E	Cumberland Express							
53E	Lindberg Express							
	Sub Total:							
	MB Total:	**107,384**	**106,117.37**	**8,298**	**1.01**	**-25.53%**	**13**	**-28.23%**
DR	Paratransit	2772	14,160.33	1,046.64	0.20	-9.26%	2.65	-5.40%
	Demand Response Total:	**2,772**	**14,160.33**	**1,046.64**	**0.20**	**-9.44%**	**2.65**	**0.11%**
VP	Vanpool	2,022	7,984.00	193.00	**0.25**	-43.08%	10.48	-27.20%
	Vanpool Total:	**2022.00**	**7,984.00**	**193.00**	**0.25**	**-43.08%**	**10.48**	**-27.20%**
	Grand Total:	**112,178**	**128,261.70**	**9,537.40**	**0.87**	**-29.31%**	**11.76**	**-28.22%**

CityBus GREATER LAFAYETTE

June 2026

Route	Route Name	Passengers
11	Creasy Lane	10,402
12	South Street	8,602
13	Main Street	10,882
14	Brady Lane	8,859
21	McCormick Road	18,890
22	Salisbury Street	15,064
23	Sagamore West	6,921
31	North 9th Street	1,698
32	Schuyler Avenue	6,819
33	Ferry Street	2,000
34	Teal Road	2,317
35	Park East Bouldevard	1,042
36	South 18th Street	3,223
41	The Connector	2,023
42	Happy Hollow Road	3,749
43	Northwestern	4,893
	Sub Total:	**107,384**
51E	Lark & Alight Express	0
52E	Cumberland Express	0
53E	Lindberg Express	0
	Sub Total:	**-**
	MB Total:	**107,384**
DR	Paratransit	2,772
	Demand Response Total:	**2,772**
VP	Vanpool	2,022
	Vanpool Total:	**2,022**
	Grand Total:	**112,178**

June 2025

	Route Name	Passengers
	All Regular Routes	149,982
	Sub Total:	**149,982**
	Campus Routes	-
	Sub Total:	**-**
	Express/Apt Routes	-
	Sub Total:	**-**
	MB Total:	**149,982**
DR	ACCESS/FLEX	2,618
	Demand Response Total:	**2,618**
VP	Vanpool	590
	Vanpool Total:	**590**
	Grand Total:	**153,190**

OPERATIONS REPORT

Jun-26

	2026 MONTH	2025 MONTH	2026 YTD	2025 YTD
MILES	128,262	123,809	860,772	747,279
PAID HOURS	12,528	13,358	90,505	78,854

	2026	2025	YTD 2026	YTD 2025	% DIFF MO	% DIFF YTD
ACCIDENTS	4	2	20	25	100.00%	-20.00%
PER 100,000 MILES	3.12	1.62	2.32	3.35	93.06%	-30.55%
PREVENTABLE	2	2	8	16	0.00%	-50.00%
PER 100,000 MILES	1.56	1.62	0.93	2.14	-3.47%	-56.59%
NON-PREVENTABLE	2	2	12	10	0.00%	20.00%
PER 100,000 MILES	1.56	1.62	1.39	1.34	-3.47%	4.18%
OVERTIME IN HOURS	1,549	873	13,143	13,963	77.43%	-5.88%
% OF OVERTIME HOURS	12.4%	6.5%	14.5%	17.7%	89.18%	-17.99%
SAFETY MEETINGS	1	0	6	3		

NO PAY HOURS: 1,684.56

ROADCALLS
2026

	Jun-26	Jun-25	% DIFF
MECHANICAL	2	4	12.50%
OTHER	0	0	#DIV/0!
DELAYS	0	0	#DIV/0!
TOTAL-MONTH	2	4	12.50%
TOTAL-YTD	16	14	8.16%

BUS#	PROBLEM	DATE	MECH OR OTHER
423 Van	electrical	6/8/2026	M
7006	coolant line	6/30/2026	M

DIESEL COST COMPARISON FOR 2026 (CURRENT YEAR VS LAST YEAR)								
Month	Total Gallons 2026	Total Gallons 2025	% Difference	Avg Cost Gallon 2026	Avg Cost Gallon 2025	Different per Gallon	Total Diesel spend 2026	Total Diesel 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	0	2,918	-100.00%	$4.4000	$2.1300	$2.2700	$0	$6,215
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	14,769	-35.10%	$3.2017	$2.1717	$1.0300	$27,383	$32,087

CNG ACCESS BUSES (CURRENT YEAR VS LAST YEAR)								
Month	Total DGE Used 2026	Total DGE Used 2025	% Difference	Avg Cost CNG per DGE 2026	Avg Cost CNG per DGE 2025	Different per Gallon	Total CNG DGE spend 2026	Total CNG DGE 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	2,006	1,925	4.2078%	$0.9900	$0.8600	$0.1300	$1,986	$1,656
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	12,111	10,376	16.7269%	$1.0777	$1.0754	$0.0022	13,124	10,920

CNG FIXED ROUTE (CURRENT YEAR VS LAST YEAR)								
Month	Total DGE Used 2026	Total DGE Used 2025	% Difference	Avg Cost CNG per DGE 2026	Avg Cost CNG per DGE 2025	Different per Gallon	Total CNG DGE spend 2026	Total CNG DGE 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	33,164	34,861	-4.8679%	$0.9900	$0.8600	$0.1300	$32,832	$29,980
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	202,852	203,285	-0.2129%	$1.0776	$1.0754	$0.0022	$220,874	$216,776

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