

CAPITAL AREA TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING

WEDNESDAY, NOVEMBER 20, 2024
4:00 P.M. – LANSING CENTER GOVERNOR'S ROOM
333 E. MICHIGAN AVENUE, LANSING, MI 48933

AGENDA

I. CALL TO ORDER

II. PUBLIC COMMENTS ON AGENDA ITEMS

*Members of the public are welcome to speak to the Board on any agenda subject. Anyone wishing to comment on any matter **not** on the agenda may do so immediately prior to adjournment.*

III. CHAIR'S COMMENTS

IV. CHIEF EXECUTIVE OFFICER'S REPORT

V. ACTION ITEMS – PROPOSED CONSENT AGENDA

A. APPROVAL OF MINUTES OF OCTOBER 16, 2024, BOARD MEETING

B. APPROVAL OF TREASURER'S REPORT FOR SEPTEMBER 2024

1. Interim Income Statement
2. Cash Summary
3. Investments
4. Fifth Third Investment Account Reconciliation

C. "CELEBRATE THE TRADITIONS OF THE SEASON" — HOLIDAY FREE-FARE CAMPAIGN

PROPOSED MOTION: That the CATA Board of Directors authorizes Board Chair, Nathan Triplett, and Chief Executive Officer, Bradley T. Funkhouser, to approve fare-free boardings for riders participating in the "Celebrate the Traditions of the Season" holiday free-fare campaign, effective December 6, 2024, through January 12, 2025, as proposed by Staff.

D. INSURANCE RENEWALS

PROPOSED MOTION: That the CATA Board of Directors approves CATA's purchase of insurance policies at quoted contract rates with the indicated premiums and authorizes the Chief Executive Officer, Bradley T. Funkhouser, to execute such applications, contracts, and other documents as are necessary and appropriate to bind and perfect such insurance coverage and services for the period from December 1, 2024, through November 30, 2025.

E. PURCHASE OF LARGE BUSES FROM NEW FLYER

PROPOSED MOTION: That the CATA Board of Directors authorizes Board Chair, Nathan Triplett, and Chief Executive Officer, Bradley T. Funkhouser, to execute a purchase of up to nine (9), 40-foot, hybrid-electric transit buses from New Flyer, a subsidiary of NFI Group, Inc., using the State of Washington, cooperative bus procurement contract #06719, at a total purchase price not to exceed \$10,000,000 of federal and state grant funds for the vehicles, training, and accessories, pending successful completion of necessary FTA Buy America audits and inspections on such other terms and conditions as the Board Chair and Chief Executive Officer deem necessary.

F. OVERHEAD DOOR PREVENTATIVE MAINTENANCE AND SERVICE

PROPOSED MOTION: That the CATA Board of Directors authorizes Board Chair, Nathan Triplett, and Chief Executive Officer, Bradley T. Funkhouser, to execute a contract with Overhead Door Company of Lansing, for a three-year term at an estimated cost of \$153,000 using operating funds to provide preventative maintenance and service for overhead doors, on such other terms and conditions as the Board Chair and Chief Executive Officer deem necessary.

G. DRAIN CLEANING PREVENTATIVE MAINTENANCE AND SERVICE

PROPOSED MOTION: That the CATA Board of Directors authorizes Board Chair, Nathan Triplett, and Chief Executive Officer, Bradley T. Funkhouser, to execute a contract with Schultz, Inc., for a four-year term at an estimated cost of \$149,800 using operating funds to provide preventative maintenance and service for drain cleaning, on such other terms and conditions as the Board Chair and Chief Executive Officer deem necessary.

H. CATA RYDZ FREE-FARE PROMOTION

PROPOSED MOTION: That the CATA Board of Directors authorizes Board Chair, Nathan Triplett, and Chief Executive Officer, Bradley T. Funkhouser, to approve a one-month free-fare offer for CATA Rydz users to take place during the 2024-2025 winter season as proposed by Staff.

VI. ACTION ITEM - DISCUSSION AGENDA

A. APPROVAL OF REAL ESTATE SALES AGREEMENT FOR THE PURCHASE OF VACANT LAND (TAX PARCEL Nos. 33-01-01-16-455-003 and 33-01-01-16-455-102)

PROPOSED MOTION: That the CATA Board of Directors authorize Board Chair, Nathan Triplett, and Chief Executive Officer, Bradley T. Funkhouser, to approve the Real Estate Sales Agreement for the Purchase of Vacant Land, as written, in the amount of \$120,000, on such other terms and conditions as the Board Chair and Chief Executive Officer deem necessary.

VII. OLD BUSINESS

VIII. NEW BUSINESS

IX. PUBLIC COMMENT

Members of the public are welcome to speak to the Board on any CATA subject.

XII. ADJOURNMENT

CAPITAL AREA TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING

WEDNESDAY, OCTOBER 16, 2024
4:00 P.M. – LANSING CENTER, ROOM 201
333 E. MICHIGAN AVENUE, LANSING, MI 48933

PRESENT: Nathan Triplett, Chair
Shanna Draheim, Vice Chair
Phil Deschaine, Secretary/Treasurer
Mark Grebner
John Prush
Eric Tans
Kellie Blackwell

CALL TO ORDER:

Chair Triplett called the meeting to order at 4:02 p.m.

ROLL CALL: Kellie Blackwell, Phil Deschaine, Shanna Draheim, Mark Grebner, John Prush, Eric Tans, and Nathan Triplett were all present.

ABSENT: Terrance Augustine, Derek Melot, Maggie Sanders, Jack Schmitt, and Steven Vagnozzi

Chair Triplett welcomed everyone to the Board meeting. He also mentioned that the meeting is being offered on Zoom for those who wish to view the Board meeting virtually.

PUBLIC COMMENTS:

None

CHAIR'S COMMENTS:

Chair Triplett requested a motion to excuse Derek Melot, Maggie Sanders, and Jack Schmitt.

MOTION:

Phil Deschaine motioned to excuse Derek Melot, Maggie Sanders, and Jack Schmitt. Shanna Draheim supported the motion.

VOTE: The motion carried unanimously.

Chair Triplett welcomed new Board member Kellie Blackwell and asked her to say a few words about herself.

Kellie Blackwell stated that she represents Delhi Township and has lived in the area for most of her life. She also stated that she has been using CATA's paratransit services for a long time and is very pleased to be on the CATA Board.

Chair Triplett stated that new CATA Board member Steven Vagnozzi, Meridian Township, is absent, yet will be at next month's Board meeting.

Committee Appointments

Chair Triplett announced the annual committee appointments for FY 2025. He noted that these appointments are subject to change as new Board members are appointed.

MOTION:

Shanna Draheim motioned to approve the committee appointments for FY 2025 and Mark Grebner supported the motion.

VOTE: The motion carried unanimously.

CHIEF EXECUTIVE OFFICER'S REPORT

Bradley Funkhouser asked Simone Moore, General Manager at Transdev, to introduce special guest Scott Germann.

Simone Moore introduced Scott Germann, Vice President of Operations at Transdev, and asked him to say a few words.

Scott Germann stated that Transdev is still in the middle of negotiations with their ATU and thanked CATA for their business and partnership.

Free Rides to the Polls

Bradley Funkhouser recognized Lolo Robison, Director of Marketing, Customer Experience, and Public Information Officer, and her department for their marketing efforts in creating the bus ads showcasing CATA's "free rides to polls" that have been driving around town. CATA combined with East Lansing/MSU, and the rest of the member jurisdictions have worked together to help spread the word. Mr. Funkhouser noted that CATA has partnered with both Clinton Transit and EATRAN to provide free rides to polls as well as free rides to register to vote.

MSU Parade

Bradley Funkhouser announced that MSU's homecoming parade is this Friday, October 18. He expressed his appreciation to the Marketing Department for organizing CATA's participation in this event. He also asked that anyone who would like to walk in the parade to contact Lolo Robison. Those participating will need to arrive by 4:30 p.m. at the East Lansing High School where parking is available.

Contactless Payment

Bradley Funkhouser stated that at the last Board meeting, he mentioned that CATA's contactless payment would have a soft launch on October 14. Unfortunately, there were some questions that still needed to be addressed which ended up postponing the launch. Mr. Funkhouser explained that he anticipates that the launch could happen as early as tomorrow. Once contactless payment becomes operational, he will make sure that the Board is notified.

Route 3 Extension Survey Summary

Bradley Funkhouser stated that Andrew Brieschke, Deputy CEO, and Kai Christiansen, Service Planning and Scheduling Manager, attended Delta Township’s Committee of the Whole meeting where they presented CATA’s Route 3 extension survey summary. He stated that the survey was very impressive, and the results revealed that the majority of the riders use the service for work. Mr. Funkhouser noted that he has been working with Delta Township officials and the EATRAN Board to find a permanent level of funding to support the Route 3 extension service as early as next year. He plans to have further discussions after the election.

New Downtown Facility Update

Bradley Funkhouser stated that CATA has entered Phase I, of the inspection process which looks at the building’s environmental history. Because of the age of the building, CATA will also have to have a Phase II inspection completed. Phase II will include looking at whether there are old storage tanks underground, as well as asbestos and other issues that are associated with older buildings. Mr. Funkhouser noted that because of the longer inspection process, the closing will most likely be pushed to December. He also noted that the appraisal for the Greyhound building was inline with CATA’s purchase price. More to come.

Shanna Draheim requested that the Route 3 extension survey summary be sent to Board members.

Bradley Funkhouser confirmed that the summary will be emailed to Board members.

ACTION ITEMS – PROPOSED CONSENT AGENDA

- A. APPROVAL OF MINUTES OF SEPTEMBER 9, 2024, SPECIAL BOARD MEETING
- B. APPROVAL OF MINUTES OF SEPTEMBER 18, 2024, BOARD MEETING
- C. APPROVAL OF TREASURER’S REPORT FOR AUGUST 2024
 - 1. Interim Income Statement
 - 2. Cash Summary
 - 3. Investments
 - 4. Fifth Third Investment Account Reconciliation
- D. MDOT RESOLUTION OF INTENT

PROPOSED MOTION: That the CATA Board of Directors adopts the Resolution of Intent set forth below:

FY 2026 RESOLUTION OF INTENT

The approved Resolution of Intent to apply for state formula operating assistance for FY 2026 under Act 51 of the Public Acts of 1951, as amended.

WHEREAS, pursuant to Act 51 of the Public Acts of 1951, as amended ("Act 51"), it is necessary for Capital Area Transportation Authority (hereby known as THE APPLICANT), established under 1963 PA 55, to provide a local transportation program for FY 2026 and, therefore, apply for state financial assistance under provisions of Act 51; and

WHEREAS, it is necessary for the governing body to name an official representative for all public transportation matters, who is authorized to provide such information as deemed necessary by the State Transportation Commission or department for its administration of Act 51; and

WHEREAS, it is necessary to certify that no changes in eligibility documentation have occurred during the past state fiscal year; and

WHEREAS, the performance indicators have been reviewed and approved by the governing body; and

WHEREAS, THE APPLICANT has reviewed and approved the proposed balance budget, and funding sources for FY 2026 are estimated to include the following: federal funds of \$1,824,500, state funds of \$22,226,100, local funds of \$27,047,700, farebox funds of \$2,460,923, and other funds of \$5,867,613. Total expenses are estimated to be \$72,826,631. THE APPLICANT'S budget for its local transportation program for FY 2026 reflects a deficit of \$13,399,795.

NOW THEREFORE, be it resolved that THE APPLICANT hereby makes its intentions known to provide public transportation services and to apply for state financial assistance with this annual plan, in accordance with Act 51; and

HEREBY, appoints THE APPLICANT'S Chief Executive Officer, Bradley T. Funkhouser or his designee, as the Transportation Coordinator, for all public transportation matters, who is authorized to provide such information as deemed necessary by the State Transportation Commission or department for its administration of Act 51 for FY 2026.

E. APPOINTMENT TO LOCAL ADVISORY COMMITTEE

PROPOSED MOTION: That the CATA Board of Directors approves the recommendation of the Local Advisory Committee to appoint Douglas Lecato to a three-year term through October 2027.

Chair Triplet noted that there is a typo in the Proposed Consent Agenda under MDOT Resolution of Intent; however, the Board will be approving the correct version that is in the Board packet identified as Action Item V D.

MOTION:

Mark Grebner motioned to approve the amended Consent Agenda and Phil Deschaine supported the motion.

VOTE: The motion carried unanimously.

ACTION ITEM - DISCUSSION AGENDA

None

OLD BUSINESS

None

NEW BUSINESS

Bradley Funkhouser stated that Andrew Brieschke, Deputy CEO, will be presenting CATA's fleet update virtually.

Fleet Update Presentation - Andrew Brieschke, Deputy CEO

Andrew Brieschke gave an update of CATA's fleet. He noted that over the last six (6) to 10 years CATA's fleet has come a long way in terms of modernizing.

Shanna Draheim inquired about additional training as CATA shifts into having electric vehicles.

Andrew Brieschke stated that Randy Petit, Maintenance Training Supervisor, has been very good at making sure that CATA's mechanics and operators have the necessary training. He has reached out to auto makers to retrieve first-hand information. He understands the dangers and takes safety very seriously. Mr. Brieschke noted that extensive training has been built into the purchasing cost of the electric buses. He also acknowledged and expressed his appreciation for Dan Hodges, Director of Maintenance, who has checked every bus and will not release any vehicles until training has been completed. He further stated that Gillig and New Flyer will bring in their own technicians for direct training once the new buses arrive at CATA.

Bradley Funkhouser stated that both mechanics and operators have expressed their excitement. He also shared that Don Bean, Mechanic First Class, has even learned how to rebuild an electric hybrid drivetrain.

Chair Triplett stated that Mr. Brieschke's Power Point presentation will be emailed to Board members.

PUBLIC COMMENT

Laura Breese expressed her frustration with CATA's Paratransit Department and how trips are being scheduled.

Daniel Black reminded Board members to continue to speak into their microphones. He also thanked CATA Staff and Chase Creative for making special accommodations for those in need. Mr. Black also shared that he prefers the acoustics in room 201 over the Governor's Room. He further requested that operators are consistent between loading passengers and other operations that are related to disabled passengers. Lastly, he requested that a clock be placed so that speakers can see how much time they have left while speaking during public comment.

ADJOURNMENT

There being no further business, Chair Triplett adjourned the meeting at 4:44 p.m.

Respectfully Submitted,

Phil Deschaine
Secretary/Treasurer

Tina Orlando
Recording Secretary

**Capital Area Transportation Authority
INTERIM INCOME STATEMENT
For The Month Ending September 30, 2024**

	September Actual	September Budget	Variance	% Variance	FY 2024 Actual YTD	FY 2024 Budget YTD	Variance	% Variance	FY 2024 BUDGET	% of Fiscal Year Completed 100%	% Annual Budget Revenues/Expense
REVENUES											
Farebox	\$ 190,715	\$ 190,150	\$ 565	0.3%	\$ 2,556,541	\$ 2,281,800	\$ 274,741	12.0%	\$ 2,281,800		112.0%
Contracted Services	\$ 532,228	\$ 291,000	\$ 241,228	82.9%	\$ 4,844,903	\$ 3,492,000	\$ 1,352,903	38.7%	\$ 3,492,000		138.7%
Property Tax	\$ 424,279	\$ 2,069,837	\$ (1,645,558)	-79.5%	\$ 26,482,653	\$ 24,882,000	\$ 1,600,653	6.4%	\$ 24,882,000		106.4%
State Revenue	\$ 1,505,901	\$ 1,343,250	\$ 162,651	12.1%	\$ 21,719,532	\$ 16,095,000	\$ 5,624,532	34.9%	\$ 16,095,000		134.9%
Federal Revenue	\$ (823,286)	\$ 1,208,337	\$ (2,031,623)	-168.1%	\$ 14,387,296	\$ 14,524,000	\$ (136,704)	-0.9%	\$ 14,524,000		99.1%
Other Revenue	\$ 444,528	\$ 91,463	\$ 353,065	386.0%	\$ 2,580,988	\$ 1,097,600	\$ 1,483,388	135.1%	\$ 1,097,600		235.1%
TOTAL REVENUES	\$ 2,274,365	\$ 5,194,037	\$ (2,919,672)	-56.2%	\$ 72,571,913	\$ 62,372,400	\$ 10,199,513	16.4%	\$ 62,372,400		116.4%
EXPENSES											
Labor	\$ 1,604,260	\$ 2,075,020	\$ 470,760	22.7%	\$ 24,102,664	\$ 24,900,200	\$ 797,536	3.2%	\$ 24,900,200		96.8%
Fringe Benefits	\$ (3,630,781)	\$ 969,632	\$ 4,600,413	474.4%	\$ 11,169,677	\$ 11,589,300	\$ 419,623	3.6%	\$ 11,589,300		96.4%
Services	\$ 470,280	\$ 388,524	\$ (81,756)	-21.0%	\$ 5,008,750	\$ 4,662,200	\$ (346,550)	-7.4%	\$ 4,662,200		107.4%
Materials & Supplies	\$ 607,131	\$ 443,085	\$ (164,046)	-37.0%	\$ 5,984,183	\$ 5,317,240	\$ (666,943)	-12.5%	\$ 5,317,240		112.5%
Utilities	\$ 50,091	\$ 74,559	\$ 24,468	32.8%	\$ 812,764	\$ 894,620	\$ 81,856	9.1%	\$ 894,620		90.9%
Casualty & Liability	\$ 109,522	\$ 109,500	\$ (22)	0.0%	\$ 1,253,492	\$ 1,314,000	\$ 60,508	4.6%	\$ 1,314,000		95.4%
Purch. Transportation	\$ 927,469	\$ 815,000	\$ (112,469)	-13.8%	\$ 11,076,768	\$ 9,780,000	\$ (1,296,768)	-13.3%	\$ 9,780,000		113.3%
Miscellaneous	\$ 77,583	\$ 130,690	\$ 53,107	40.6%	\$ 1,632,059	\$ 1,568,280	\$ (63,779)	-4.1%	\$ 1,568,280		104.1%
TOTAL EXPENSES	215,555	5,006,010	4,790,455	95.7%	61,040,357	60,025,840	(1,014,517)	-1.7%	\$ 60,025,840		101.7%
NET INCOME (LOSS)	\$ 2,058,810	\$ 188,027	\$ 1,870,783		\$ 11,531,556	\$ 2,346,560	\$ 9,184,996		\$ 2,346,560		

Interim statements are subject to adjustments and year-end audit

**Capital Area Transportation Authority
Treasurer's Report
Cash Activity During the Month**

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09/01/2024 - 09/30/2024

Cash Balance - 09/01/2024	\$ 4,600,031
Disbursements	\$ (4,320,166)
Receipts	\$ 5,365,754
Adjustments	\$ -
Cash Balance - 09/30/2024	<u>\$ 5,645,619</u>

Disbursements:

Cash Disbursements Register	\$ (1,948,426)
Payroll	\$ (2,004,518)
Healthcare (BlueCross Blue Shield)	\$ (358,638)
Transfers To the ASU Claims Account	\$ (8,584)
Transfers To the Investment Account	\$ -
Total Cash Disbursements	<u>\$ (4,320,166)</u>

Receipts:

Cash Receipt Register	\$ 5,365,754
Transfers From the Savings Account	\$ -
Transfers From the Investment Account	\$ -
Total Cash Receipts	<u>\$ 5,365,754</u>

Adjustments:

Misc. Items	\$ -
Total Cash Adjustments	<u>\$ -</u>

Capital Area Transportation Authority
Treasurer's Report
Cash and Investment Balances & Interest Earned

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09/01/2024 - 09/30/2024

CASH & INVESTMENT BALANCES	PORTFOLIO BALANCE	% OF TOTAL
<u>CASH & CASH EQUIVALENTS</u>		
FIFTH THIRD BANK - General Account	5,645,619	13.68%
FIFTH THIRD BANK - ASU Claims Account	37,852	0.09%
FIFTH THIRD BANK - Savings	541,315	1.31%
MSUFCU CD and Savings	266,667	0.65%
CASE Credit Union CD and Savings	268,184	0.65%
<u>FIXED INCOME INVESTMENTS</u>		
FIFTH THIRD BANK	<u>34,517,351</u>	83.62%
TOTAL	<u><u>\$ 41,276,988</u></u>	100.00%

INTEREST EARNED	INTEREST
INCOME EARNED ON INVESTMENTS:	
FIFTH THIRD BANK (Net of Expenses/Accrued Interest)	\$ 190,022
OTHER BANKS	<u>4,093</u>
TOTAL	<u><u>\$ 194,115</u></u>
Monthly Average Rate of Return	0.4703%
Annual Average Rate of Return	5.643%

Interim statements are subject to adjustments and year-end audit

**Capital Area Transportation Authority
 Treasurer's Report
 Fifth Third Bank Investment Account Reconciliation**

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09/01/2024 - 09/30/2024

Market Value at the Beginning of the Period - 09/01/2024 \$ 34,260,008

Portfolio Activity:

<u>Transfers (To) or From General Checking</u>		-
<u>Net Income/(Loss) & Expenditures</u>		
Interest Earned	\$ 197,624	
Accrued Interest Paid	(5,275)	
Administrative Expenditures	(2,327)	
Total Net Income/Loss & Expenditures		190,022
<u>Realized Gains or (Loss) From Sales</u>		18,832
<u>Market Appreciation</u>		
End of Period	\$ 471,463	
Beginning of Period	(347,753)	
Unrealized Gain/(Loss) from Market Appreciation		123,710
<u>Change in Value From Accrued Income</u>		
Previous Accrued Income (-)	\$ (376,968)	
Current Accrued Income (+)	301,747	
Net Change from Accrued Income		(75,221)

Market Value at the End of the Period - 09/30/2024 \$34,517,351

Interim statements are subject to adjustments and year-end audit

NOTE:

The Fifth Third Bank Investment Account includes investments in the Federated Government Obligations Fund, Institutional Shares, considered as cash equivalents with a stable market value, and short term fixed income investments in federal and Michigan municipal securities that have market values that may fluctuate prior to redemption or early call dates.

ACTION ITEM – “CELEBRATE THE TRADITIONS OF THE SEASON” — HOLIDAY FREE-FARE CAMPAIGN

In December 1986, CATA launched its first Santa Free Rides campaign. For a period of two weeks before Christmas — whenever Santa was behind the wheel — riders were treated to a free trip and a candy cane. The program generated its highest ridership in 2007 with 7,415 trips. CATA continued this holiday tradition through December 2016. Budget cuts in 2017 forced Staff to retire the program.

Staff considered a variety of inclusive ridership concepts that would effectively spread seasonal cheer and delight riders. However, due to staffing shortages among some of our contractors, the *Dear Rider Postcard Campaign* launched in March 2023, and remained in place through August 2023. For the duration of the campaign, CATA generated 82,847 free rides aboard four (4) 40-foot fixed-route buses and 2,440 free paratransit trips aboard three (3) Spec-Tran buses, for a total of 85,287 free trips.

In 2023, the holiday free-fare marketing campaign “Experience the Magic of the Season,” celebrated the winter holidays and was in market November 19, 2023, to January 12, 2024. The campaign featured holiday-themed bus wraps on four (4) buses — two (2) 40-foot buses and two (2) cutaways, one (1) for Spec-Tran; another for other paratransit services. Throughout the campaign, 18,816 free rides were generated on the wrapped buses.

This holiday season, Staff proposes a winter-themed bus wrap representing seasonal traditions including different aspects of the winter holidays on two (2) 40-foot buses and two (2) cutaways, one (1) for Spec-Tran; one for other paratransit services. Buses will randomly serve various CATA routes, effective December 6, 2024, to January 12, 2025. This year’s campaign has been shortened by about two (2) weeks due to scheduling issues with large-format bus wrap installers. When riders board a “Traditions of the Season” bus, they’ll receive a free ride. Service will be scheduled to ensure that established routes in underserved neighborhoods within our service region are equitably included. During this ridership campaign, CATA may forego approximately \$9,072 in fixed-route and Spec-Tran fare revenue, while gaining extraordinary goodwill among riders and the tax-paying public.

The proposed campaign supports CATA’s strategic goals to achieve customer experience excellence, community partnership, and regional mobility.

Staff recommends adoption of the proposed motion set forth below.

PROPOSED MOTION: That the CATA Board of Directors authorizes Board Chair, Nathan Triplett, and Chief Executive Officer, Bradley T. Funkhouser, to approve fare-free boardings for riders participating in the “Celebrate the Traditions of the Season” holiday free-fare campaign, effective December 6, 2024, through January 12, 2025, as proposed by Staff.

ACTION ITEM – INSURANCE RENEWALS

Effective December 1, 2024, a number of our insurance policies will be expiring and are in need of renewal or replacement. On March 1, 2022, CATA renewed its agreement with Epic Insurance Brokers (EPIC) for insurance brokerage and consulting services for the next three (3) years. As part of their obligations pursuant to the award, EPIC has sought quotes from various carriers for our insurance needs. The motion below is based upon EPIC’s recommendations for coverages for the coming year.

Line of Coverage	Effective	Carrier	2024 Expiring Premium	2025 Premium
Property	12/1/2023-2024	CNA	\$112,928	\$101,483
Public Entity – Package 5M	12/1/2023-2024	Safety National	\$774,245	\$873,242
General Liability	12/1/2023-2024	Safety National	included	included
Automobile	12/1/2023-2024	Safety National	included	included
Public Officials & Employment Practices	12/1/2023-2024	Safety National	included	included
Excess Liability 5Mx5	12/1/2023-2024	StarStone	\$144,013	\$182,963
Pollution	12/1/2023-2024	Ironshore	\$14,851	\$15,594
Crime	12/1/2023-2024	Travelers	\$3,657	\$3,653
Cyber	12/1/2023-2024	Lloyds	\$24,985	\$25,308
Fiduciary Liability	12/1/2023-2024	Travelers	\$7,195	\$6,946
Travel Accident	12/1/2023-2024	Chubb	\$1,250	\$1,250
TOTAL:			\$1,083,124	\$1,210,439

Additionally, EPIC recommends that CATA continue utilizing the services of ASU of Okemos, MI to act as CATA’s third-party administrator relative to vehicle liability claims. ASU’s proposal is based upon a pre-defined rate per claim. CATA’s financial staff estimates the payment for these services during fiscal 2025 to be approximately \$43,000.

Staff recommends that the Board adopt the proposed motion set forth below.

PROPOSED MOTION: That the CATA Board of Directors approves CATA’s purchase of insurance policies at quoted contract rates with the indicated premiums and authorizes the Chief Executive Officer, Bradley T. Funkhouser, to execute such applications, contracts, and other documents as are necessary and appropriate to bind and perfect such insurance coverage and services for the period from December 1, 2024, through November 30, 2025.

ACTION ITEM – PURCHASE OF LARGE BUSES FROM NEW FLYER

In reviewing the current age of CATA's fixed route fleet, and in conjunction with our asset replacement schedule, Staff has determined a need for additional replacement buses. From August 2018 through August 2023, CATA contracted with Nova Bus for all new, large buses. With Nova Bus having since exited the U.S. market, CATA wishes to return to New Flyer buses, a brand that currently makes up nearly 50% of our fleet and one that CATA has had experience with since 1996.

In lieu of CATA initiating a new, multi-year contract with a bus manufacturer through an RFP procurement process, Staff wishes to again purchase buses using the State of Washington, cooperative procurement master contract #06719, which allows for public transit agencies in other states to purchase new transit buses, including the model we are seeking from New Flyer, known as XDE40.

Based on current replacement needs and available federal and state funding, our next large bus order will consist of up to nine (9), 40-foot models with state-of-the-art, hybrid-electric powertrains. While not fully electric, these advanced buses are equipped with start-stop technology and will be capable of running approximately 25%-40% each day in full-electric mode. This new technology from Allison Transmission, known as "eGen Flex Max", allows for zero-emission capability during part of the service day without sacrificing range, reliability, or excessive upfront costs. Pricing for each of these New Flyer XDE40 buses is approximately \$1.03 million. Additionally, this procurement will include the purchase of required training and accessories that are above the base bus specification. As such, Staff is requesting approval for a total price not to exceed \$10,000,000 of federal and state grant funds.

Following Board approval, the purchase of these vehicles is also pending successful completion of both Buy America Pre-Award and Post-Delivery audits, as required by the FTA.

Staff recommends that the Board adopt the proposed motion set forth below.

PROPOSED MOTION: That the CATA Board of Directors authorizes Board Chair, Nathan Triplett, and Chief Executive Officer, Bradley T. Funkhouser, to execute a purchase of up to nine (9), 40-foot, hybrid-electric transit buses from New Flyer, a subsidiary of NFI Group, Inc., using the State of Washington, cooperative bus procurement contract #06719, at a total purchase price not to exceed \$10,000,000 of federal and state grant funds for the vehicles, training, and accessories, pending successful completion of necessary FTA Buy America audits and inspections on such other terms and conditions as the Board Chair and Chief Executive Officer deem necessary.

ACTION ITEM – OVERHEAD DOOR PREVENTATIVE MAINTENANCE AND SERVICE

CATA requires preventative maintenance and periodic service for its overhead doors located at the Administrative Building at 4615 Tranter Street.

On September 25, 2024, CATA issued Request for Quote (RFQ) 2024-566 to solicit quotes for these services. The RFQ was sent to six (6) vendors and posted on CATA's website, with quotes due by 11:00 A.M. on October 9, 2024.

The following two (2) firms submitted quotes on or before the deadline:

Overhead Door Company of Lansing, Lansing MI - Responsive
 Professional Overhead Door, LLC, Grand Rapids MI - Non-Responsive

A post-bid interview was conducted with Professional Overhead Door, LLC to clarify the appropriate number of technicians needed for the requested services, as their quote was deemed non-responsive for not specifying this information.

Overhead Door of Lansing

Description – Preventative Maintenance	Year 1	Year 2	Year 3
Yearly Preventative Maintenance	\$2,600	\$2,600	\$2,600

Description – Repair Services	Annual Estimated Hours	Qty of Tech's per Service Call	Hourly Rate per Tech	Rates / Charges Year 1	Rates / Charges Year 2	Rates / Charges Year 3
Hourly rate for Monday - Friday 8:00 a.m. – 5:00 p.m. (Includes fixed-fee truck charges, fixed-fee gas surcharge, and fixed-fee trip charge within 24 hours)	160	2	\$120	\$38,400	\$38,400	\$38,400
Hourly rates outside of normal business hours (Includes fixed-fee truck charges, fixed-fee gas surcharge, and fixed-fee trip charge within 4 hours)	20	2	\$250	\$10,000	\$10,000	\$10,000
Yearly Totals for Estimated Repair Services				\$48,400	\$48,400	\$48,400

Grand Total (yearly totals include both overhead door preventative maintenance and repair services) (Year 1 + Year 2 + Year 3)	\$153,000
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Description	Year 1	Year 2	Year 3
Material Mark-Up Percentage	10%	10%	10%

The lowest price quote was submitted by Overhead Door Company of Lansing and was found to be responsive to the requirements in the RFQ document. In addition, Overhead Door Company of Lansing was determined to be a responsible contractor based on past performance, including the current contract.

Staff recommends that the Board adopt the proposed motion set forth below.

PROPOSED MOTION: That the CATA Board of Directors authorizes Board Chair, Nathan Triplett, and Chief Executive Officer, Bradley T. Funkhouser, to execute a contract with Overhead Door Company of Lansing, for a three-year term at an estimated cost of \$153,000 using operating funds to provide preventative maintenance and service for overhead doors, on such other terms and conditions as the Board Chair and Chief Executive Officer deem necessary.

ACTION ITEM – DRAIN CLEANING PREVENTATIVE MAINTENANCE AND SERVICE

CATA requires preventative maintenance and periodic servicing for its drainage systems at all three (3) facilities: CATA Transportation Center (CTC), Capital Area Multimodal Gateway, and CATA Administrative Offices.

On October 1, 2024, CATA issued a Request for Quote (RFQ) 2025-567 to solicit quotes for these services. The RFQ was sent to seven (7) vendors and posted on CATA's website, with quotes due by 11:00 A.M. on October 24, 2024.

The following three (3) firms submitted quotes on or before the deadline:

Schultz, Inc., Lansing, MI	Responsive
Benkari LLC, Detroit, MI	Responsive
Rolls Mechanical, Fenton, MI	Non-Responsive

Rolls Mechanical was deemed non-responsive due to an incorrect completion of the pricing form in their quote.

Schultz, Inc.

Description – Preventative Maintenance	Year 1	Year 2	Year 3	Year 4
Annual Drain Cleaning Preventative Maintenance	\$1,750	\$1,750	\$1,750	\$1,750
Bi-Annual Drain Cleaning Preventative Maintenance	\$900		\$900	
Yearly Totals for Estimated Preventative Maintenance	\$2,650	\$1,750	\$2,650	\$1,750

Description – Repair Services	Annual Estimated Hours	Qty of Tech's per Service Call	Hourly Rate per Tech	Rates / Charges Year 1	Rates / Charges Year 2	Rates / Charges Year 3	Rates / Charges Year 4
Hourly rate for Monday - Friday 8:00 a.m. – 5:00 p.m. (Includes fixed-fee truck charges, fixed-fee gas surcharge, and fixed-fee trip charge within 24 hours)	140	1	\$200	\$28,000	\$28,000	\$28,000	\$28,000
Hourly rates outside of normal business hours (Includes fixed-fee truck charges, fixed-fee gas surcharge, and fixed-fee trip charge within 4 hours)	15	1	\$250	\$3,750	\$3,750	\$3,750	\$3,750
Camera inspection rate or locate underground water lines hourly rate for Monday - Friday 8:00 a.m. – 5:00 p.m. (Includes fixed-fee truck charges, fixed-fee gas surcharge, and fixed-fee trip charge within 24 hours)	10	1	\$150	\$1,500	\$1,500	\$1,500	\$1,500
Camera inspection rate or locate underground drain lines hourly rates outside of normal business hours (Includes fixed-fee truck charges, fixed-fee gas surcharge, and fixed-fee trip charge within 4 hours)	10	1	\$200	\$2,000	\$2,000	\$2,000	\$2,000
Yearly Totals for Estimated Repair Services				\$35,250	\$35,250	\$35,250	\$35,250

(yearly totals include both drain cleaning preventative maintenance and repair services) (Year 1 + Year 2 + Year 3)	Grand Total \$149,800
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Description	Year 1	Year 2	Year 3
Material Mark-Up Percentage	10%	10%	10%

Benkari LLC

Description – Preventative Maintenance	Year 1	Year 2	Year 3	Year 4
Annual Drain Cleaning Preventative Maintenance	\$4,723	\$4,959	\$5,158	\$5,390
Bi-Annual Drain Cleaning Preventative Maintenance	\$4,512		\$4,927	
Yearly Totals for Estimated Preventative Maintenance	\$9,235	\$4,959	\$10,085	\$5,390

Description – Repair Services	Annual Estimated Hours	Qty of Tech's per Service Call	Hourly Rate per Tech	Rates / Charges Year 1	Rates / Charges Year 2	Rates / Charges Year 3	Rates / Charges Year 4
Hourly rate for Monday - Friday 8:00 a.m. – 5:00 p.m. (Includes fixed-fee truck charges, fixed-fee gas surcharge, and fixed-fee trip charge within 24 hours)	140	1	Y1: \$152.00 Y2: \$160.00 Y3: \$166.00 Y4: \$173.00	\$21,280	\$22,400	\$23,240	\$24,220
Hourly rates outside of normal business hours (Includes fixed-fee truck charges, fixed-fee gas surcharge, and fixed-fee trip charge within 4 hours)	15	1	Y1: \$245.00 Y2: \$258.00 Y3: \$278.00 Y4: \$289.00	\$3,675	\$3,870	\$4,170	\$4,335
Camera inspection rate or locate underground water lines hourly rate for Monday - Friday 8:00 a.m. – 5:00 p.m. (Includes fixed-fee truck charges, fixed-fee gas surcharge, and fixed-fee trip charge within 24 hours)	10	1	Y1: \$185.00 Y2: \$194.00 Y3: \$202.00 Y4: \$210.00	\$1,850	\$1,940	\$2,020	\$2,100
Camera inspection rate or locate underground drain lines hourly rates outside of normal business hours (Includes fixed-fee truck charges, fixed-fee gas surcharge, and fixed-fee trip charge within 4 hours)	10	1	Y1: \$280.00 Y2: \$294.00 Y3: \$305.00 Y4: \$317.00	\$2,800	\$2,940	\$3,050	\$3,170
Yearly Totals for Estimated Repair Services				\$29,605	\$31,150	\$32,480	\$33,825

(yearly totals which include both drain cleaning preventative maintenance and repair services) (Year 1 + Year 2 + Year 3)	Grand Total \$156,729
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Description	Year 1	Year 2	Year 3
Material Mark-Up Percentage	14%	14%	14%

The lowest price quote was submitted by Schultz, Inc. and was found to be responsive to the requirements of the RFQ document.

Staff recommends that the Board adopt the proposed motion set forth below.

PROPOSED MOTION: That the CATA Board of Directors authorizes Board Chair, Nathan Triplett, and Chief Executive Officer, Bradley T. Funkhouser, to execute a contract with Schultz, Inc., for a four-year term at an estimated cost of \$149,800 using operating funds to provide preventative maintenance and service for drain cleaning, on such other terms and conditions as the Board Chair and Chief Executive Officer deem necessary.

ACTION ITEM – CATA RYDZ FREE-FARE PROMOTION

CATA will soft-launch its microtransit service November 12, 2024. Planning, Operations, and Marketing will gather and assess rider feedback via a survey that will be available within the CATA Rydz app. The app will prompt riders to provide constructive feedback about their overall experience with CATA Rydz, and service quality. Data collected from the app will help inform CATA of necessary service improvements. Once Staff works out all the bugs, Marketing will hard launch promotional efforts. The hard launch is anticipated to take place during the winter season, sometime between mid-December and the end of first quarter 2025.

In anticipation of a hard launch and effective promotional campaign, Staff proposes a one-month free-fare offer to incentivize existing and potential riders to try CATA's new microtransit service.

The proposed campaign, which will benefit our riders within three defined zones (downtown Lansing, Delta Township and MSU-to-Airport) and supports CATA's strategic goals to achieve regional mobility, customer experience excellence, community partnership and organizational strength.

Staff recommends adoption of the proposed motion set forth below.

PROPOSED MOTION: That the CATA Board of Directors authorizes Board Chair, Nathan Triplett, and Chief Executive Officer, Bradley T. Funkhouser, to approve a one-month free-fare offer for CATA Rydz users to take place during the 2024-2025 winter season as proposed by Staff.

ACTION ITEM – APPROVAL OF REAL ESTATE SALES AGREEMENT FOR THE PURCHASE OF VACANT LAND (TAX PARCEL Nos. 33-01-01-16-455-003 and 33-01-01-16-455-102)

At a special meeting of the CATA Board of Directors on September 9, 2024, approval was granted to purchase the property located at 511 S. Washington Avenue, Lansing, a former Greyhound bus station that consists of just over 10,500 square feet. Immediately adjacent to this property are two separate vacant lots that are located between the building and the intersection of Lenawee Street and Washington Avenue.

The vacant lots on this corner, formally known as Ingham County Tax Parcels 33-01-01-16-455-003 and 33-01-01-16-455-102 (“the parcels”) consist of approximately 0.17 acres and, once joined with the property located at 511 S. Washington Avenue, would allow CATA to have full ownership of the entire corner property. Located across from the CATA Transportation Center (CTC) and in close proximity to the new Lansing City Hall and Ovation Performing Arts Center, this prime, central location will allow CATA to best serve our customers and the community while having a prominent presence in the heart of Downtown Lansing.

With representation and legal counsel from both a professional, commercial real estate broker, and a real estate attorney, Staff engaged the seller about a possible purchase of the parcels. The resulting tentative Real Estate Sales Agreement (“Agreement”) and Addendum 1 documents are enclosed.

The Agreement requires CATA to provide an initial, \$20,000 refundable deposit (“Earnest Money”) due to Transnation Title Company. The entire purchase is contingent upon CATA Board approval and other terms. If approved, the purchase price for the parcels would be \$120,000, or approximately \$16.20 per square foot of land. The purchase is also subject to a sixty (60) day due diligence review period for CATA to complete its appraisals, financial investigations, physical investigations and review of documents and records. At the conclusion of this review period, CATA may proceed to close or terminate the Agreement and be entitled to the return of Earnest Money by written notice to the Seller.

Staff recommends that the Board adopt the proposed motion set forth below.

PROPOSED MOTION: That the CATA Board of Directors authorize Board Chair, Nathan Triplett, and Chief Executive Officer, Bradley T. Funkhouser, to approve the Real Estate Sales Agreement for the Purchase of Vacant Land, as written, in the amount of \$120,000, on such other terms and conditions as the Board Chair and Chief Executive Officer deem necessary.



CATA Transportation Center

Potential Future Housing

Lansing City Hall (Future)

The Ovation Lansing (Future)

CATA Downtown Facility



REAL ESTATE SALES AGREEMENT FOR THE PURCHASE OF VACANT LAND

This real estate sales agreement (the Agreement) is entered into on **November __, 2024**, by and between **Sui-Wah Chan**, as Trustee under a Declaration of Trust dated January 26, 1995 and Siu-Ming Chan as Personal Representative of the Estate of Su-Jan Chan, with an address for the purpose of this contract of 2125 Nature Cove Court, Ann Arbor, Michigan 48104, (collectively "Seller"), and **Capital Area Transportation Authority** whose address is 4615 Tranter Street, Lansing, Michigan 48910 ("Buyer"), on the terms and conditions set forth below.

1. **Background.** Seller is the owner of two adjacent parcels of vacant real property located in the City of Lansing, Ingham, Michigan, as described and shown on Exhibit A (the "Premises"), which Buyer wishes to purchase consisting of approximately 0.17 acres of land as described in Exhibit A, identified as Tax Parcel Nos. 33-01-01-16-455-003 and 33-01-01-16-455-102 (collectively, the "Premises"). This Agreement sets forth the terms and conditions on which Buyer agrees to purchase the Premises from Seller.
2. **Purchase and sale.** Seller agrees to sell the Premises to Buyer, and Buyer agrees to purchase the Premises from Seller, together with all easements, rights, hereditaments, and appurtenances, on the terms and conditions set forth below.
3. **Purchase price.** At the Closing of this Agreement as defined below, Buyer shall pay Seller **One Hundred Twenty Thousand Dollars (\$120,000.00)**. The entire purchase price shall be paid at Closing in immediately available funds.
4. **Earnest money deposit.** Within three (3) business days following the Effective Date, Buyer shall deposit with Transnation Title Agency of 6452 Millenium Dr., Suite 140, Lansing, Michigan 48917 (in this capacity, "Escrow Agent") the sum of Twenty Thousand Dollars (\$20,000.00), as Earnest Money which will be held by Escrow Agent (the "EMD"). The EMD shall constitute a credit against the Purchase Price at Closing. The EMD shall be returned to Buyer or paid to Seller as stated in this Agreement.
5. **Review Period.** Buyer will proceed with all due diligence to complete its appraisals, financial investigations, physical investigations and review of documents and records within sixty (60) days of the Effective Date ("Review Period"). During the Review Period, Buyer shall also obtain approval of the purchase by its complete board of directors as required for all property acquisitions. At the conclusion of the Review Period, Buyer may proceed to close or terminate this Agreement and be entitled to the return of the EMD by written notice to Seller of its intentions.
6. **Buyer's access to the Premises.** During the Due Diligence Period, Buyer and its employees, agents, contractors, and invitees will have reasonable access to the Premises for the purpose of inspecting and evaluating the Premises, including the taking of soil borings. While Buyer and its employees, agents, contractors, or invitees are on the Premises, (a) they shall not unreasonably interfere with any use of the Premises by Seller; (b) Seller shall not be liable for any damage, loss, or injury caused by them; and (c) Buyer shall indemnify and hold Seller harmless from any damage, loss, or injury, including, without limitation, costs and expenses of investigating, defending, and settling or litigating any claim, including reasonable attorney fees, arising out of their presence on the Premises before the date of Closing. On completion of all such inspections and evaluations, Buyer agrees to restore the Property if it is disturbed by any testing by Buyer. Buyer also agrees to indemnify and defend Seller from any loss, liability or

damage, arising from the actions of Buyer or its agents, employees or contractors on the property

7. **Delivery of documents.** Within seven (7) business days following the signing of this Agreement:
 - a. Seller shall deliver to Buyer a copy of any environmental site assessment, review, or evaluation prepared for the Premises in Seller's possession or control;
 - b. Buyer shall obtain a title insurance commitment for an owner's policy of title insurance for the Premises, without standard exceptions, in the amount of the purchase price, issued by Transnation Title Agency of 6452 Millenium Dr., Suite 140, Lansing, Michigan 48917 (in this capacity, "Title Insurance Company"), and deliver a copy of the commitment and legible copies of all exception documents to Buyer on receipt of the commitment;
 - c. Buyer, at its sole cost and expense, may order an ALTA survey of the Premises from a registered surveyor of its choosing for delivery to Seller, Buyer, and the title insurance company that will establish the final legal description of the Premises;
 - d. Seller shall deliver to Buyer copies of any other surveys, land reviews, proposed site plans, or any other reviews or assessments of the Premises in Seller's possession.
8. **Taxes and assessments.** All current property taxes shall be prorated and adjusted as of Closing in accordance with local custom. All special assessments shall be prorated as of the date of Closing.
9. **Closing date and possession.** Buyer and Seller shall complete the sale and transfer possession of the Premises from Seller to Buyer (the Closing) at a closing to be held within fourteen (14) days after the end of the Review Period. The Closing shall take place at the office of the Title Insurance Company or at another location agreeable to Seller and Buyer.
10. **Form of conveyance.** At the Closing, Seller shall grant and convey fee simple title to the Premises to Buyer pursuant to a Warranty Deed, subject only to (a) the lien of taxes on the Premises not yet due and payable and (b) the easements, covenants, conditions, and restrictions of record as shown on the title commitment referenced above and not objected to by Buyer during the Due Diligence Period. At Seller's election, Seller may elect to sell the Premises as part of an exchange under IRC 1031. Buyer agrees to participate and cooperate in the signing and completion of any such documents for the purchase. Seller shall be responsible for all costs and expenses involved in the Section 1031 exchange.
11. **Closing.** Seller shall prepare the closing documents and deliver them to Buyer for review and approval at least three (3) business days before the Closing. At Closing, Seller shall be responsible for the payment of the state and county transfer taxes, the title insurance premium to issue a policy pursuant to the title commitment referenced above, and the costs of any recording fees to record any documents to clear title. At Closing, Buyer shall pay the fees necessary to record the deed and any other documents to transfer title, the cost of the survey referenced above, and the cost of any inspections it obtained on the Premises. Buyer and Seller shall each pay their own attorney and other professional fees, and each shall pay one-half of any closing costs charged by any closing agent.

12. **Condemnation.** If all or any portion of the Premises are taken by the exercise of eminent domain or condemnation proceedings before the Closing, Buyer may, at its option, terminate this Agreement by giving written notice to Seller and a copy to Escrow Agent. In the event of a condemnation proceeding as a result of which Buyer elects to terminate this Agreement, any Deposit paid by Buyer shall be returned to Buyer. In the event of such a termination, this Agreement shall be null and void, and the parties shall have no further rights or obligations under this Agreement. If Buyer does not elect to terminate this Agreement in the event of the exercise of eminent domain, Buyer shall accept title to the Premises without any reduction of the Purchase Price, and Seller shall assign to Buyer, at the Closing, all of Seller's right, title, and interest in and to any resulting condemnation award.
13. **Seller's default.** If Seller defaults under this Agreement, Buyer may require specific performance of this Agreement or return of the EMD.
14. **Buyer's default.** In the event of any default by the Buyer hereunder, Buyer and Seller agree that the actual damages, including any attorney's fees and damage for withdrawing the Premises from the market for Buyer's failure to perform hereunder by reason of any default of Buyer would be extremely difficult to measure and that Seller's sole remedy shall be termination of this Agreement and retention of the EMD and any costs associated to return the property to the condition it existed prior to a any inspection by the Buyer.
15. **Real estate broker.** Seller shall not be responsible for any commission related to this transaction. Seller further agrees to indemnify and hold and save Buyer harmless therefrom and from any other claim or demand for commission and/or fee incurred by Seller, and Buyer agrees to indemnify and hold and save Seller harmless for any commission or fee incurred by Buyer in connection with this Agreement and the transaction underlying it.
16. **Notices.** Except as otherwise provided, all notices required under this Agreement shall be effective only if in writing and shall be either personally served or sent with postage prepaid to the appropriate party at its address as set forth in the introductory paragraph of this Agreement with notice to the Seller additionally being sent by copy to Attorney Andrew Babnik Jr by email at Andrew@BabnikLaw.com. However, notices to Escrow Agent shall be delivered to Escrow Agent at its address provided above. Either party or Escrow Agent may change its address by giving notice of the change to the other two as provided in this section.
17. **Successors and assigns.** The terms and provisions of this Agreement are to apply to and bind the permitted successors and assigns of the parties.
18. **Entire agreement.** This Agreement and all exhibits constitute the entire agreement between the parties regarding the subject matter of this Agreement, and all prior agreements between the parties regarding the Premises, whether written or oral, are of no further force or effect. This Agreement may not be modified except by a written document signed by Seller and Buyer.
19. **Applicable law.** This Agreement shall be applied, construed, and enforced in accordance with the laws of the State of Michigan, without giving effect to conflicts of law principles. Venue for any disputes under this Agreement shall lie in Ingham County, Michigan.
20. **Binding effect.** This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns. Seller and Buyer are permitted to

assign this Agreement to affiliated business entities that are owned in total by either Seller or Buyer, but neither party shall assign or otherwise transfer its interest under this Agreement to any other third party without the prior approval of the other party to this Agreement, which shall not be unreasonably withheld.

- 21. **Severability.** If any term, covenant, or condition of this Agreement or its application is, to any extent, held to be invalid or unenforceable, the remainder of this Agreement or the application of the term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall remain effective; and each term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 22. **Time of the essence.** Time is of the essence of this Agreement.
- 23. **Modifications; counterparts; electronic signatures.** No modification, alteration, or amendment to this Agreement shall be binding unless in writing and signed by both Buyer and Seller. This Agreement may be executed electronically in pdf form and/or in counterparts, and all counterparts together shall constitute one integrated agreement and be deemed an original document.
- 24. **Exhibits.** The following is an exhibit attached to and a part of this Agreement:
 - a. Exhibit A—Legal description of the Premises
- 25. **Effective Date.** This Agreement shall be in effect until 5:00 p.m. EDT on Wednesday, November 13, 2024 and if not executed by Buyer and returned to Seller by that date it shall be considered void and of no further force and effect. The Effective Date of this Agreement shall be the date the Agreement is signed by both parties.

SELLER:

Nov 7, 2024

Sui-Wah Chan
Sui-Wah Chan, as Trustee under a Declaration of Trust dated January 26, 1995

Siu-Ming Chan

Nov 7, 2024

Siu-Ming Chan as Personal Representative of the Estate of Su-Jan Chan

BUYER:

Capital Area Transportation Authority

By: *Bradley T. Funkhouser*
Bradley T. Funkhouser, AICP
Its: Chief Executive Officer

AND

By: *Nathan Triplett*
Nathan Triplett
Its: Board Chair

EXHIBIT A – LEGAL DESCRIPTION OF PREMISES

TO BE INSERTED AFTER FULL EXECUTION OF THIS AGREEMENT

**ADDENDUM TO REAL ESTATE SALES AGREEMENT FOR THE
PURCHASE OF VACANT LAND**

This Addendum is attached to and made a part of the Real Estate Sales Agreement for the Purchase of Vacant Land by and between the undersigned parties concerning property located in the City of Lansing, County of Ingham, Michigan (the "Purchase Agreement").

It is agreed by and between the parties that the Effective Date of the Purchase Agreement shall be November 13, 2024. All other terms and conditions of the Purchase Agreement shall remain the same and in full force and effect.

SELLER: *SM*

Sui-Wah Chan, as Trustee under a Declaration of Trust dated January 26, 1995

Siu-Ming Chan

Siu-Ming Chan as Personal Representative of the Estate of Su-Jan Chan

PURCHASER:

Capital Area Transportation Authority

DocuSigned by:
Bradley T. Funkhouser

By: Bradley T. Funkhouser, AICP

Its: Chief Executive Officer

AND

DocuSigned by:
Nathan Triplett

By: Nathan Triplett

Its: Board Chair

INFORMATION ITEMS

NOVEMBER 20, 2024

1. SEPTEMBER RIDERSHIP REPORT
2. SEPTEMBER RIDERSHIP GRAPH YEAR-TO-DATE
3. FUEL PURCHASE FOR OCTOBER 2024
4. DEI TASK FORCE UPDATE

SEPTEMBER 2024 RIDERSHIP REPORT

Total system rides – September: 1,021,443
 Average weekday system ridership 45,200

Average weekday system ridership change September 2024 to September 2023 +4,650

September 2024 vs. September 2023

	<u>Percentage Change</u>	<u>Ridership Change</u>
Monthly total system ridership	+9.1%	+85,465
Monthly Urban Fixed-Route change	+4.9%	+19,688
Monthly MSU campus ridership change	+18.9%	+69,791
Monthly Spec-Tran ridership change	+10.3%	+2,389
Monthly Total Paratransit ridership change	+8.6%	+2,550

Note: Service on Routes 1, 5, 8, 9, and 18 has been reduced as of 12/20/2021. First time over 1,000,000 rides in a month since February 2020.

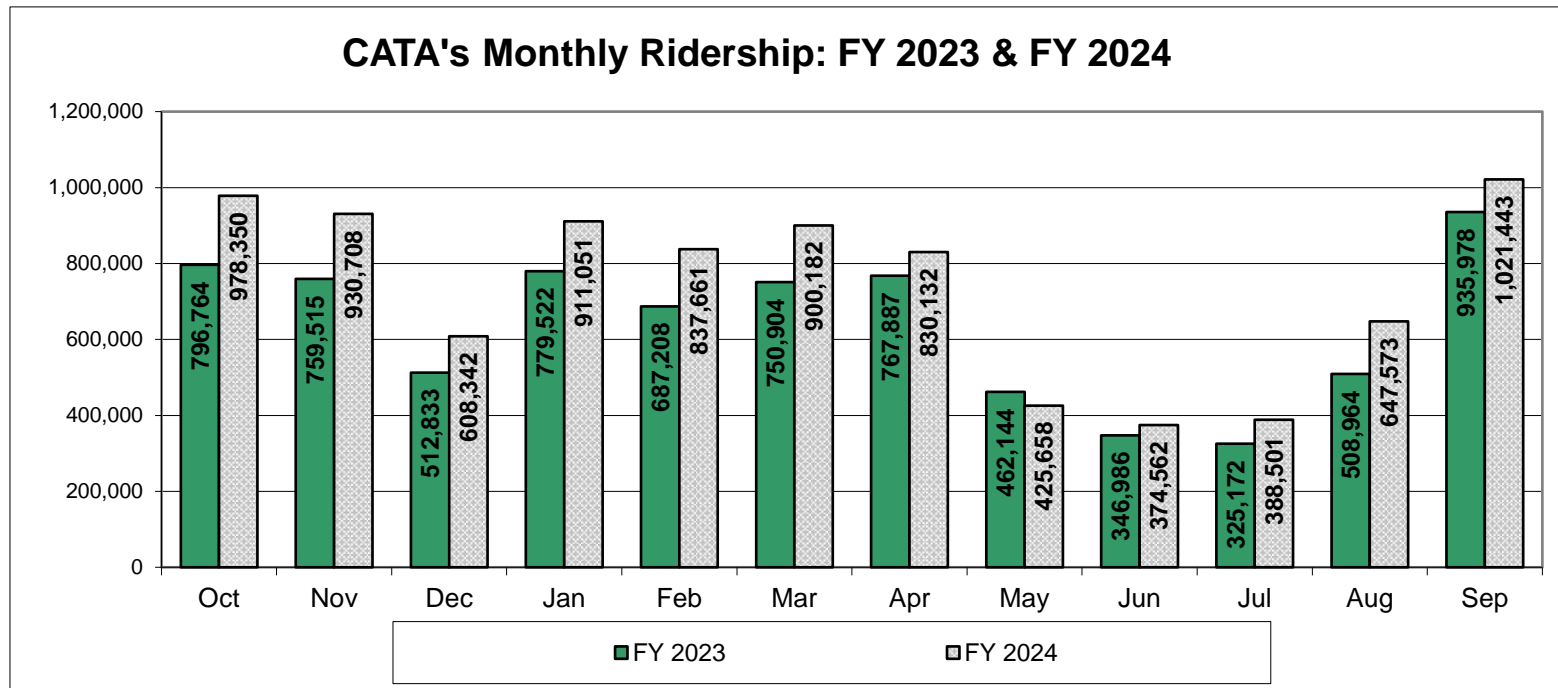
FY 2024 YEAR-TO-DATE RIDERSHIP

Total system rides – FY 2024: 8,854,163

FY 2024 vs. FY 2023

	<u>Percentage Change</u>	<u>Ridership Change</u>
Total system rides change	+16.0%	+1,220,286
Year-to-Date Spec-Tran ridership change	+18.5%	+46,399
Year-to-Date Total Paratransit ridership change	+17.4%	+56,267

Note: Service on Routes 1, 5, 8, 9, and 18 has been reduced as of 12/20/2021.



INFORMATION ITEM - FUEL PURCHASE FOR OCTOBER 2024

The following lists our prices for diesel fuel for October 2024

<u>Date of Delivery</u>	<u>Price Per Gallon</u>
10/01/2024	\$2.3475
10/04/2024	\$2.3975
10/09/2024	\$2.4380
10/14/2024	\$2.6085
10/18/2024	\$2.3955
10/23/2024	\$2.3740
10/28/2024	\$2.4270
FY 2024 Current average per gallon fuel cost	\$2.43
FY 2024 Budget per gallon fuel cost	\$2.35

DIVERSITY, EQUITY, & INCLUSION TASK FORCE MEETING SUMMARY

Year-in-Review

The committee discussed the many accomplishments and impactful activities that we have been involved in over the past year. These efforts have not only advanced our DEI goals, but also fostered a culture of community and inclusiveness. Some of the key activities included:

- **MLK Day Celebration:** We attended the 39th Annual MLK Day of Celebration at the Lansing Center. Civil Rights icon, Ruby Bridges was the special guest speaker.
- **African American Pride Parade:** The committee participated in the African American Pride Parade, showing solidarity and supporting the diverse voices in our community.
- **Volunteering at the Greater Lansing Food Bank:** Members of the task force volunteered their time and resources to help those in need in our local community.

Throughout the year, we also addressed several important topics in our meetings, such as:

- **Civility at Work:** We continue to emphasize the importance of maintaining a respectful and inclusive work environment.
- **Intersectionality:** We explored how various aspects of identity intersect and impact individuals' experiences in the workplace and beyond.
- **Mental Health:** Recognizing the growing importance of mental health awareness, we had discussions around how to better support employees in this area.
- **Michigan Disability Rights:** We highlighted ongoing efforts to ensure that the rights of individuals with disabilities are respected and promoted within our organization and community.

Additionally, I want to express my gratitude to the committee members who volunteered to assist with our Employee Appreciation Events, ensuring that our colleagues feel valued and supported.

Our final volunteer event for the year is scheduled for November 14th, where we will again volunteer at the Greater Lansing Food Bank. We encourage all members to participate as we close out a year of community engagement and service.

During the meeting, we also addressed a couple of important topics for the future.

- **Renaming the DEI Task Force:** Some organizations have begun to shift from "Diversity, Equity, and Inclusion" (DEI) to "Inclusion and Diversity" (ID). The committee discussed the possibility of renaming our task force to better reflect this evolving language, and we plan to hold a vote at the end of the year.

- **Co-Chair Election:** We discussed the need to elect a new co-chair to assist with the planning and implementation of future meetings. Members interested in the role were encouraged to submit a letter of interest. An election will be held in January 2025.

I would like to extend my thanks to all members of the DEI Task Force for their continued dedication and hard work. Their collective efforts have contributed significantly to the growth and success of our initiatives. We look forward to another year of progress, community involvement, and inclusivity.

Respectfully submitted,

Marshea Brown
Co-Chair, DEI Task Force
Director of Human Resources

Lolo Robison
Co-Chair, DEI Task Force
Director of Marketing, CX & PIO

