



Transit Board Meeting
AGENDA

**AMES TRANSIT AGENCY
BOARD OF TRUSTEES**

CYRIDE CONFERENCE ROOM – October 19, 2023

1. CALL TO ORDER: 4:00 p.m.
2. Approval of Minutes from September 21, 2023
3. Public Comments
4. Biodiesel B100 Pilot Project
5. Award of Contract for Support Vehicle Purchase
6. Monthly Report
7. Fall Meeting Dates / Times
 - November 16
 - December 21
8. Adjourn



**SEPTEMBER 21, 2023
AMES TRANSIT AGENCY BOARD OF TRUSTEES**

The Ames Transit Agency Board of Trustees met on September 21, 2023, at 4:00 p.m. in the CyRide Conference room. President Beatty-Hansen called the meeting to order at 4:01 p.m. with Trustees Janes, Lee, Norton, and Schainker present.

APPROVAL OF AUGUST 17, 2023, AND AUGUST 31, 2023, MINUTES:

Trustee Lee made a motion to adopt the August 17, 2023, and August 31, 2023, Transit Board minutes as presented; Trustee Schainker seconded the motion. (Ayes: 5 Nays: 0) Motion carried.

PUBLIC COMMENTS:

None.

FY 2023 OPERATIONS FUND TRANSFER – CLOSING BALANCE TRANSFERS:

Director Neal requested board approval to reallocate funds from the operations fund closing balance. The board has an established policy that the operating fund closing balance should maintain a balance between 7.5% and 10% of operating expenses. Funds in excess of that percentage can be considered for reprogramming to meet unfunded needs. At the August 17, 2023, meeting, the board directed CyRide to include in the committed funds the support necessary to offset the funding partner's system's subsidy for FY25-29. After those funds were included, the estimated operating fund closing balance above the 10% directed reserve is \$2,108,136.

The first recommendation was to transfer \$1,000,000 additional local match funding to the Facility Expansion reserve. The second recommendation was to transfer \$1,000,000 in additional funds for capital projects not currently programmed into the Capital Improvements Plan (CIP).

Director Neal recommended that the board approve Alternative #1 to reallocate \$2,000,000 of the FY 2023 operations fund closing balance to the capital fund, which will meet CyRide's fund balance policies and allow the pursuit of much-needed capital projects and support the local match requirement necessary to proceed with future infrastructure grant opportunities.

Trustee Janes inquired if the facility expansion project would occur before the Shop Rehabilitation Project. Assistant Director of Fleet and Facilities Rendall responded that the scale of such a project would take more time and require us to apply for grants, so it would not occur before the shop project. Trustee Beatty-Hansen asked about the fuel budget decreasing in future years on the pro-forma. Director Neal explained that the board approved moving \$500,000 to the fuel budget last year due to volatility. At the upcoming December board meeting, CyRide will request that the amount stays in the fuel budget for one additional year if volatility continues. If things stabilize, it may not need to stay there after that.

Trustee Janes made a motion to approve Alternative #1; Trustee Lee seconded the motion. (Ayes: 5 Nays: 0) Motion carried.

FY 2025 BUDGET PLANNING - DISCUSSION:

Director Neal presented information to the board about customer service requests and staff recommendations for possible inclusion in the FY 2025 budget. CyRide staff is recommending that three of the customer service requests be considered. The first is to extend the #6 Brown route to the Research Park in the evenings from 8:00 p.m. until 10:30 p.m. at an estimated cost of \$5,000. The second would be to add weekend service to the #9 Plum route, which would include one bus on weekends at a 40-minute service and would run on Saturdays from 7:15 a.m. until 10:00 p.m. and Sundays from 8:30 a.m. until 10:00 p.m. for an estimated cost of \$81,760. The third would be to add weekend service to the Cherry route, which would include one bus on the weekends at 40-minute service and would run on Saturdays from 7:00 a.m. until 7:00 p.m. and Sundays from 8:30 a.m. until 7:00 p.m. for an estimated cost of \$74,090. These changes would provide additional accessibility to passengers and help lay the infrastructure for the possibility of a fareless system.

One staff change was presented, which was the addition of a mechanic position. CyRide currently has five mechanics, which has not increased since 2014. When evaluating industry benchmarks, CyRide mechanics are responsible for maintaining nearly double the annual vehicle operating hours and more than twice the number of buses compared to peer agencies. The estimated annual cost is \$89,000.

The requested changes amount to an estimated \$250,000, which could be supported by a 2.5% increase from the local funding partners.

The board had no objections to these items being prepared as part of the baseline budget and presented in December for further consideration at that time.

ANNUAL TRANSIT ASSET MANAGEMENT PLAN – PERFORMANCE MEASURES AND TARGETS UPDATE:

Director Neal requested board approval of CyRide’s FY 2024 Transit Asset Management (TAM) plan performance targets. Beyond meeting the regulation requirements, having our fleet in a State of Good Repair (SGR) supports CyRide’s highest priority of safety and is critical to its ongoing success. The FTA classifies revenue and nonrevenue vehicles using a performance measure called useful life benchmark (ULB), which estimates how many years a vehicle can be in service and maintain an SGR. CyRide is required to set and update performance measures annually and report the TAM plan targets to the National Transit Database. CyRide met its goal in the large bus category. CyRide did not meet its goal in the cutaway bus category due to supply chain shortages and significant cost increases. CyRide met its goal in the shop trucks category. The facilities are rated on a Transit Economic Requirements Model (TERM) scale, with 5.0 as the highest and 1.0 as the lowest. A rating of 3.0 or greater means the facility has not exceeded its useful life, and both the administration/maintenance facility and the intermodal facility were analyzed and received a 4.0 rating.

Director Neal recommended that the board approve Alternative #1 to approve the FY 2024 TAM plan performance targets for each asset category, allowing CyRide to meet its federal obligations and help guide future capital replacement needs.

Trustee Janes inquired if the battery electric vehicles have a lower ULB. Assistant Director of Fleet and Facilities Rendall clarified that the batteries have a lower life, but CyRide has funds reserved for battery replacement or to support a grant, and the electric buses have the same ULB as diesel buses. Trustee Janes also inquired if the facility expansion discussions would affect the TERM rating. Director Neal and Assistant Director Rendall answered that the facility is evaluated as a whole, so expansions would be part of the score.

Trustee Lee made a motion to approve Alternative #1; Trustee Janes seconded the motion. (Ayes: 5 Nays: 0) Motion carried.

AMENDMENT TO TRANSIT ADVERTISING CONTRACT:

Director Neal requested approval of an amendment to the existing advertising contract with Houck Advertising to add language to all of CyRide’s advertisements, stating, “CyRide does not endorse this ad.”

Director Neal recommended board approval of Alternative #1 to approve the amendment. Doing so will add consistency and clarity to the fleet and make it clear that CyRide does not endorse any advertisements.

Trustee Janes made a motion to approve Alternative #1; Trustee Norton seconded the motion. (Ayes 5 Nays 0) Motion carried.

AWARD OF CONTRACT FOR ON-CALL CONCRETE SERVICES:

Director Neal requested approval of award of contract for concrete services. Throughout the year, there is a need to replace or repair concrete projects around the facility and at bus stops. To save administrative time and cost bidding on each project, in the past CyRide has awarded an on-call concrete contract to a firm that then performs the necessary work. Invitation to Bid #2024-038 was released on August 21, 2023, and due on September 12, 2023, and one bid was received from Pillar Inc. of Ames, Iowa.

Director Neal recommended board approval of Alternative #1 for award of contract to Pillar Inc. of Ames, Iowa, for the period of October 2, 2023, through June 30, 2024, with up to four additional 12-month renewal periods.

Trustee Schinker made a motion to approve Alternative #1 with a not to exceed amount of \$125,000 for the first year; Trustee Lee seconded the motion. (Ayes 5 Nays 0) Motion carried.

AWARD OF CONTRACT FOR AUTOMATIC TRANSMISSIONS:

Director Neal requested approval of award of contract for the purchase of transmissions. In 2010, CyRide purchased fifteen 40' buses that are now thirteen years old with an average mileage of over 340,000 miles, and the vehicles are showing signs of excessive transmission wear. In the August board meeting, the board approved award of contract for replacing three bus engines for units 126, 127, and 128. The maintenance division is recommending replacing the transmissions in these vehicles at the same time as the engine to take advantage of the engine being removed and save on overall labor costs. After evaluating replacement and repair options, it was determined that the best course of action was to replace the transmissions with rebuilt ones from Voith's X-Change program, which will provide a like-new transmission with a two-year warranty.

Director Neal recommended board approval of Alternative #1 to approve award of contract to Voith Turbo of York, Pennsylvania, which will allow CyRide to save labor costs, maintain reliable service, and keep the vehicles in a state of good repair.

Trustee Schinker made a motion to approve Alternative #1; Trustee Janes seconded the motion. (Ayes 5 Nays 0) Motion carried.

MONTHLY REPORT:

Ridership Statistics – First two weeks of fall semester: Ridership is significantly higher than last year and was up 22.7% over 2022, discounting the disruption on Thursday and Friday of the first week of classes.

ISU Enrollment: ISU enrollment is 30,177, up slightly from last year.

Destination Iowa State and WelcomeFest: Members from CyRide attended Destination Iowa State and WelcomeFest to help welcome new students and provide valuable information about utilizing the bus system.

EASE Update: CyRide has been utilizing the Ride Pingo app for the EASE route. Passenger response has been very positive, and EASE has experienced a 42% increase in ridership year-to-date since the application's introduction.

Midwest Transit Conference: Members of CyRide attended the Midwest Transit Conference in Kansas City, MO, which brought together transit agencies from Kansas, Missouri, Nebraska, and Iowa. CyRide received two awards from the FTA Region 7 team.

Fall meeting dates:

- October 19, 4:00 p.m.
- November 16, 4:00 p.m.
- December 21, 4:00 p.m.

Adjourn: Trustee Lee made a motion to approve adjourning at 5:10 p.m.; Trustee Janes seconded the motion. (Ayes: 5 Nays: 0) Motion carried.

Bronwyn Beatty-Hansen, President

Cheryl Spencer, Recording Secretary

2,638 October 19, 2023

Biodiesel B100 Pilot Project

CyRide Resource: James Rendall, Barbara Neal

BACKGROUND:

On March 30, 2023, the Transit Board was presented with and expressed interest in a pilot project that would equip five 40' heavy-duty buses to run on 100% biodiesel (B100) year-round. The Transit Board directed staff to finalize the details and return a proposal for consideration. The pilot project would be implemented in partnership with Chevron Renewable Energy Group (CREG) and Optimus Technologies. CREG is a world leader in biodiesel production, and Optimus Technologies has designed its biodiesel conversion kit, known as the Vector System, to be implemented on heavy-duty buses. The proposal includes equipping each bus with the Vector System, a fuel tank lease, and an additional fuel contract to supply B100 for the duration of the project. Representatives from CREG will be at the meeting to present more information and answer questions regarding the specifics, including the potential benefits of operating buses with 100% biodiesel (B100).

The Vector System is a unique one-of-a-kind design. The Vector System involves installing a second parallel fueling system within the vehicle, allowing for year-round operation on B100 while still utilizing #2 in cold start conditions and as a backup fuel supply.

In 2019, Optimus Technologies provided the biodiesel conversion system installed on heavy-duty trucks as Fleet Services' pilot project. A similar biodiesel supply contract and fuel storage tank lease were also part of the pilot project. The fleet services project was deemed successful, and additional trucks are being equipped to operate on B100.

Following board direction, the project details have been finalized, and the Legal Department and the Purchasing Division have reviewed the attached contracts. It has been determined that a single-source procurement method would be appropriate for this pilot project. CyRide will purchase Optimus Technologies' Vector system for each bus, a SMARTFuel management system, and all required tooling and installation. Training and installation will be performed onsite. CREG has proposed a support package contributing \$53,274 to assist with the initial capital investment and provide B100 at 10% above the Iowa DOT rack rate for #2 diesel. CREG will also lease a 1,000-gallon fuel tank to CyRide for \$1 per year for the duration of the pilot project.

Based on the overall cost of the system and Chevron Renewable Energy Group’s support for the conversion project, the estimated project budget for both capital and operating costs is shown below.

Capital Costs	Per Vehicle	Total Cost
Optimus Technologies Hardware and Installation	\$24,909	\$124,545
Service Tools and Fuel Management		\$11,367
Chevron Renewable Energy Group Support		(\$53,274)
Total Capital Cost		\$82,638

Operating Cost	Per Year	Total Cost
Estimated Additional Fuel Cost*	\$14,716	\$29,432
Tank Rental	\$1	\$2
Maintenance Cost	\$1,250	\$2,500
Estimated Operating Cost	\$15,967	\$31,934

Total Cost Estimated Two-Year Pilot Project	\$114,572
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**Includes estimated \$250 per load drop fees*

If the Board would like to move forward with the pilot project, CyRide is recommending using \$82,638 from the Operations Fund closing balance to fund the capital portion. The annual operating costs, estimated to be \$31,934 over the two years, would be paid out of the normal CyRide operating budget. With the software being provided, CyRide will be able to track biodiesel fuel consumption and determine the overall carbon footprint reduction as a result of the pilot project.

ALTERNATIVES:

1. Approve the Biodiesel B100 pilot project:
 - a. Award a biodiesel contract to Chevron Renewable Energy Group of Ames, Iowa, for the purchase of biodiesel at a cost of 10% above the price of #2 diesel, plus the fuel tank rental, as presented.
 - b. Approve waiving of purchasing policies for the purchase of the Vector System, SMARTFuel management system, training, and installation services from Optimus Technologies of Pittsburgh, Pennsylvania, for a price of \$82,638.
2. Reject participating in the Biodiesel B100 pilot project.
3. Direct staff to proceed according to Transit Board priorities.

RECOMMENDATION:

It is the recommendation of the Transit Director to approve Alternative #1. Approval of this project would allow CyRide to equip five buses to operate on 100% biodiesel and further reduce the carbon footprint of public transit while helping support the sustainability goals of the City Council and Iowa State University.



FUEL SUPPLY CONTRACT

BIODIESEL FUEL SUPPLY AND TANK LEASE AGREEMENT

This **Biodiesel Fuel Supply and Tank Lease Agreement** (“**Agreement**”) is made and entered into as of _____, 2023 (the “**Effective Date**”), by and between Ames Transit Agency (“**Customer**”) and REG Marketing & Logistics Group, LLC (“**REG**”). Customer and REG may each be referred to hereafter individually as a “**Party**”, and collectively as the “**Parties**”.

WHEREAS, Customer has or will enter into an agreement with Optimus Technologies, Inc. (“**Optimus**”), to modify the fuel systems on certain vehicles to allow the vehicles to run on either diesel or biodiesel fuel (“**Conversion Systems**”);

WHEREAS, Customer desires to lease one or more fuel tanks from REG, and purchase biodiesel fuel from REG; and

WHEREAS, REG desires to lease the fuel tank(s) to Customer, and sell biodiesel fuel to Customer.

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated below, the Parties agree as follows:

1. Biodiesel Fuel Supply. REG will be the exclusive provider of B99 biodiesel fuel and such other fuels as the Parties may agree (the “**Product**”) to Customer under the terms and conditions of **Schedule A** (the “**Sales Contract**”).

2. Funding for Vehicle Conversions. In consideration for Customer entering into this exclusive arrangement with REG for the purchase of the Product, REG agrees to pay Optimus fifty-three thousand two-hundred seventy-four dollars (\$53,274.00) on behalf of Customer to fund the purchase of five (5) Conversion Systems for Customer from Optimus. Customer and Optimus have entered into a separate agreement for the Conversion Systems, and Customer acknowledges that REG is not a party to that agreement and, except for the payment obligation herein, has no obligations to Customer arising out of or related to that agreement. Customer further acknowledges that REG is paying Optimus on Customer’s behalf based on Customer’s promise to compensate REG under the terms of the Sales Contract, without set-off for any reason related to Optimus, even if the Customer is not satisfied with Optimus or its Conversion Systems.

3. Fuel Tank Lease. REG will lease one or more fuel tanks to Customer under the terms and conditions of **Schedule B**.

4. Payment and Taxes. Each Schedule specifies the fees that Customer shall pay REG. Customer agrees to pay REG in U.S. dollars by bank ACH or wire transfer, without any adjustments, discounts, or setoffs, within seven (7) days of receipt of each invoice. Past due payments shall bear interest of one percent (1%) per month or the maximum rate authorized by law, whichever is less. In addition to all other rights and remedies, REG may suspend, cancel, or terminate this Agreement if Customer does not pay all amounts due to REG as required herein. Customer will be liable for, and will pay and/or reimburse REG for, the payment of any and all taxes, fees, duties, assessments, and other charges (“**Tax**”), whether now existing or hereafter arising, which are imposed, levied, or assessed by any federal, state, tribal, or local governmental or regulatory authority with respect to any products sold and delivered to Customer, the taxable incident of which arises out of or relates to the sale, delivery, receipt, or transfer of title of products to Customer, or its inspection, removal from storage, measurement, receipt of payment, or other activity, regardless of when imposed. Customer agrees to promptly reimburse REG, and no later than thirty (30) days after REG requests reimbursement, in the event REG is required to pay any such Tax directly to the appropriate authority. Customer will furnish REG with any exemption or resale certificate or direct payment permit to which Customer may be entitled and promptly notify REG of any change in the validity or scope of same. Customer shall not be responsible for any taxes based on REG’s income, corporate franchise tax, or license

fee.

5. Term and Termination. This Agreement shall commence on the Effective Date and shall continue in full force and effect for twelve (12) months after the first fuel delivery or until June 30, 2025, whichever comes first, or until extended or terminated by either Party pursuant to the termination rights set forth herein. Either Party may terminate this Agreement and/or an applicable Schedule due to a material breach of this Agreement and/or such applicable Schedule by the other Party if such material breach remains uncured for a period of thirty (30) days following receipt by the breaching Party of written notice given by the non-breaching Party specifying the breach; provided, that, if such breach is not reasonably capable of cure within such thirty (30) day period the non-breaching Party may terminate this Agreement immediately upon notice to the breaching Party. Unless otherwise expressly provided in a Schedule, upon termination of this Agreement and/or any Schedule, Customer shall compensate REG pursuant to the terms of this Agreement and the applicable Schedule for Products provided prior to the effective date of such termination. The provisions of this Agreement that, by their terms, are to survive the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. Without limiting the generality of the foregoing, Sections 5 through 10 shall survive the termination or expiration of this Agreement. Such expiration or termination shall also not affect any liability or obligation that accrues prior to such expiration or termination, including, without limitation, any liability for loss or damage on account of breach hereof by either Party.

6. Confidential Information. For purposes of this Agreement, “**Confidential Information**” shall mean all information, data, or other materials disclosed or made available by or on behalf of the disclosing Party to the receiving Party, regardless of the manner, medium, or form in which it is communicated or maintained, and regardless of whether the same is owned by the disclosing Party or a third party. Confidential Information shall not include information that: (i) can be reasonably demonstrated to be generally known or available to the public prior to the Effective Date, or becomes so after the Effective Date through no act or omission on the part of the receiving Party; (ii) was in the possession of or rightfully known by the receiving Party on a non-confidential basis prior to its disclosure under this Agreement, or becomes available to the receiving Party on a non-confidential basis from a source other than the disclosing Party, as evidenced by the receiving Party’s written records, provided that the source of such information was not bound by a confidentiality agreement or other contractual, legal, or fiduciary obligation of confidentiality to any person with respect to such material; or (iii) is independently developed by or on behalf of the receiving Party without reference to any Confidential Information of the disclosing Party and without the participation of any receiving Party personnel who or which have had access to the disclosing Party’s Confidential Information, in each case as reasonably evidenced by the receiving Party’s written records. The receiving Party acknowledges and agrees any and all Confidential Information that it receives from the disclosing Party is confidential in nature, constitutes a valuable asset of the disclosing Party, and is properly the subject of protection. As a result, the receiving Party agrees as follows: (i) the receiving Party shall use the disclosing Party’s Confidential Information only for the specific purpose for which it was provided in furtherance of the relationship between the Parties, except to the extent otherwise authorized in writing by the disclosing Party; (ii) as between the Parties, the disclosing Party’s Confidential Information shall at all times be owned solely and exclusively by the disclosing Party and the receiving Party shall not have any right, title, or interest in or to any of the disclosing Party’s Confidential Information; (iii) the receiving Party shall not disclose or communicate the disclosing Party’s Confidential Information to any third party, except to the extent the disclosing Party has provided its prior written consent to such disclosure and such third party has agreed in writing to be bound by the terms of this Agreement; (iv) the receiving Party shall grant access to the disclosing Party’s Confidential Information only to its personnel that have a need to know such Confidential Information for the purposes permitted under this Agreement, and only provided such person is subject to an existing obligation of confidentiality and non-disclosure with respect to such Confidential Information that is no less stringent than the obligations set forth herein, and the receiving Party shall be liable hereunder for any failure of its personnel to abide by the terms of this Agreement; (v) the receiving Party shall protect the disclosing Party’s Confidential Information with the same degree of care as it uses to protect its own confidential information, but in no event shall the receiving Party use less than a commercially reasonable degree of care to protect the security of such Confidential Information; (vi) upon learning of any unauthorized disclosure or use of the disclosing Party’s Confidential Information, the receiving Party shall promptly notify the

Customer Initials: _____

disclosing Party of such unauthorized disclosure or use and fully cooperate with the disclosing Party to protect such Confidential Information; and (vii) the receiving Party shall comply with all applicable local, state, and federal laws, regulations, ordinances, and orders related to the permissible use of the disclosing Party's Confidential Information. Upon the written request of the disclosing Party, the receiving Party shall promptly return to the disclosing Party or destroy all or any part of the disclosing Party's Confidential Information. The receiving Party shall, upon request, deliver to the disclosing Party a certificate signed by an authorized representative of the receiving Party, in a form satisfactory to the disclosing Party, certifying that the disclosing Party's Confidential Information specified in the request has been returned or destroyed. Notwithstanding the foregoing, the receiving Party shall be permitted to (i) retain the disclosing Party's Confidential Information in archival storage in accordance with its internal data retention policies (but only to the extent such retention is otherwise permitted by applicable law), and (ii) retain copies of the disclosing Party's Confidential Information to the extent necessary to comply with applicable legal and regulatory requirements or for dispute resolution purposes. The receiving Party shall have no obligation to return Confidential Information which is incapable of return such as Confidential Information initially disclosed orally or visually.

7. Indemnification.

(a) Customer agrees to defend, indemnify, and hold REG, including its affiliates, and all of their respective officers, directors, agents, and employees (each, an "**REG Indemnitee**"), harmless from and against any and all claims, demands, liabilities, losses, damages, actions, judgments, costs, expenses, fines, and reasonable attorneys' fees (collectively, "**Claims**") asserted by a third party against any REG Indemnitee to the extent arising out of, related to, or in connection with: (A) any breach of this Agreement (including any Schedule) by Customer; (B) any damage to or loss or destruction of the Fuel Tank(s) while in the possession or under the control of Customer; (C) any fuel spills or leaks from the Fuel Tank(s), or other release of fuel into the environment, except to the extent caused by negligent acts or omissions of REG while refilling or servicing the Fuel Tank(s); (D) Customer's negligent acts, omissions, and/or willful misconduct; or (E) any violation by Customer of any applicable federal, state, or local laws, regulations, ordinances, or orders.

(b) REG agrees to defend, indemnify, and hold Customer and all of its officers, directors, agents, and employees (each, a "**Customer Indemnitee**"), harmless from and against any and all Claims asserted by a third party against any Customer Indemnitee to the extent arising out of, related to, or in connection with: (A) any breach of this Agreement by REG; (B) REG's negligent acts, omissions, and/or willful misconduct; or (C) any violation by REG of any applicable federal, state, or local laws, regulations, ordinances, or orders.

(c) Any Indemnitee seeking indemnification for a Claim made by a third party under this Section shall give prompt written notice to the indemnifying Party of such Claim; provided, however, the failure by an Indemnitee to give such notice shall not relieve the indemnifying Party of its obligations under this Section, except to the extent that the indemnifying Party is materially prejudiced as a result of such failure. In addition, the Indemnitee shall allow the indemnifying Party to direct the defense and settlement of any such Claim, with counsel of the indemnifying Party's choosing, and shall provide the indemnifying Party, at the indemnifying Party's expense, with such information and assistance as is reasonably necessary for the defense and settlement of the Claim. The Indemnitee shall have the right to employ separate counsel and to participate in (but not control) any such action, but the fees and expenses of such counsel shall be at the expense of the Indemnitee. The indemnifying Party shall not consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnitee a release from all liability with respect to the Claim.

8. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT.

9. Notice. All notices required under this Agreement or any Schedule shall be in writing and shall be

Customer Initials: _____

considered given: (a) when delivered personally; (b) three (3) days after mailing, when sent certified mail, return receipt requested and postage pre-paid; or (c) one (1) business day after dispatch, when sent via a commercial overnight courier, fees pre-paid. All notices to REG shall be sent to: Renewable Energy Group, Attn: Jon Scharingson, 416 South Bell Avenue, Ames, IA 50010; with a copy to Renewable Energy Group, Attn: Legal Dept., 416 South Bell Avenue, Ames, IA 50010 with a copy to REG-notice@chevron.com. All notices to Customer shall be sent to: Ames Transit Agency, Attn: James Rendall, 601 N. University Blvd. Ames, IA 50010.

10. General Provisions.

(a) **Entire Agreement.** This Agreement sets forth the entire and exclusive understanding and statement of the relationship between the Parties and supersedes, and hereby renders null and void, all previous or contemporaneous oral or written proposals, negotiations, arrangements, understandings, agreements, guidelines, representations, warranties, terms, conditions, covenants, and any other communication between the Parties, including their respective officers, employees, agents, or affiliates, relating to the subject matter of this Agreement. In the event of a conflict between or among the provisions of this Agreement, a Schedule, or a Sales Contract, the terms of such documents shall control in this order of precedence: (i) Sales Contract, (ii) a Schedule, and (iii) this Agreement. Any pre-printed terms and conditions on any materials that either Party uses (e.g., purchase orders, order forms, invoices) are null and void and of no consequence whatsoever in interpreting the Parties' legal rights and responsibilities hereunder.

(b) **Assignment.** Notwithstanding any term or condition in this Agreement that may appear to be to the contrary, neither this Agreement, nor any rights or obligations of either Party, may be assigned, delegated, or subcontracted unless such assignment, delegation, or subcontract is in writing and consented to in writing by the other Party. Any attempt by either Party to assign, delegate, or subcontract this Agreement other than as permitted herein shall be null and void. Either Party may assign this Agreement to an affiliated entity under common control with such Party or to an entity acquiring substantially all of the assets of such Party upon notice to the other Party and provided such assignee has agreed to accept all of the terms and conditions of this Agreement.

(c) **Amendments.** No amendment, change, or modification of any of the terms, provisions, or conditions of this Agreement shall be effective unless such amendment is clearly identified as an amendment to this Agreement, made in writing, and signed by authorized personnel of both Parties.

(d) **Waiver.** No failure or delay on the part of either Party in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. No waiver of any breach of this Agreement shall be effective unless in writing and signed by an authorized representative of the non-breaching Party. Any waiver of any provision of this Agreement, and any consent to any departure from the terms of any provision of this Agreement, shall be effective only in the specific instance and for the specific purpose for which made or given.

(e) **Severability.** In the event any provision of this Agreement is held invalid, illegal, or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. In the event any provision of this Agreement is held to be unenforceable as written, but enforceable if modified, then such provision shall be deemed to be amended to such extent as shall be necessary for such provision to be enforceable and it shall be enforced to that extent.

(f) **Parties in Interest.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective legal representatives, heirs, and permitted successors and assigns. Nothing in this Agreement, express or implied, is intended to confer, or shall confer, upon any person, other than the Parties (and their respective legal representatives, heirs, and permitted successors and assigns), any rights, remedies, obligations, or liabilities under or by reason of this Agreement; provided, however, that the persons indemnified hereunder shall have the right to enforce the indemnification provisions of this Agreement.

Customer Initials: _____

(g) **Remedies not Exclusive; Specific Performance.** Unless otherwise expressly stated herein, the rights and remedies of each Party under this Agreement are cumulative and not exclusive of any rights or remedies to which a Party is entitled at law, in equity, or otherwise. The exercise by either Party of any right or remedy under this Agreement or under applicable law shall not preclude such Party from exercising any other right or remedy under this Agreement or to which it is entitled by law, in equity, or otherwise.

(h) **Change in the Law.** Should any federal, state, or local statute, regulation, ordinance, incentive, or tax credit change in a manner that materially advantages or disadvantages a Party (in each Party's sole judgment), the Parties agree to, in good faith, renegotiate this Agreement to account for such change. Should that renegotiation be unsuccessful, then the disadvantaged Party may, at its sole discretion, unilaterally terminate this Agreement and all of each Parties' rights, duties, and obligations under this Agreement shall terminate and be of no further force and effect thirty (30) days after such Party provides written notice to the other Party that it does not believe in good faith that efforts to renegotiate the Agreement will be successful.

(i) **Force Majeure.** Neither Party shall be liable to the other for any delay or failure in performance hereunder to the extent that it is caused by circumstances beyond its reasonable control, including fire, explosion, plant or equipment failure, flood, earthquake, storm, act of God, sabotage or vandalism, strike or other labor disturbance, acts or threats of terrorism, epidemics, pandemics, interruption of utility services, or compliance with any law, regulation, or order of any governmental or military authority ("Force Majeure Event"), provided that the Party invoking the Force Majeure Event agrees to (i) give prompt written notice of the Force Majeure Event; (ii) take all steps reasonably necessary to mitigate the effects of the Force Majeure Event; and (iii) if a Force Majeure Event extends for a period in excess of sixty (60) days in the aggregate, either Party may immediately terminate this Agreement upon written notice.

(j) **Construction.** This Agreement shall not be construed more strongly against either Party regardless of which Party was more responsible for its preparation.

(k) **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument. Any signatures to this Agreement transmitted by facsimile or electronic means shall have the same force and effect as original signatures.

(l) **Governing Law.** This Agreement shall be governed by and construed in accordance with the substantive laws of the state of Iowa, without giving effect to any conflict of law principles that may require the application of the laws of another jurisdiction.

(m) **Consent to Jurisdiction.** Each of the Parties hereby irrevocably submits to the exclusive jurisdiction of any United States District Court or Iowa District Court in any action or proceeding arising out of or relating to this Agreement, and each Party hereby irrevocably agrees that all claims in respect of such action or proceeding shall be heard and determined in either of such courts. Each of the Parties irrevocably waives any objection, including, without limitation, any objection on the grounds of forum nonconveniens, which it may now or hereafter have to the bringing of any such action or proceedings in such respective jurisdictions. In addition, the Parties agree that neither of them shall commence any action arising out of or relating to this Agreement in any court other than the United States District Court or the Iowa District Court.

(n) **WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF THE PARTIES IN THE PERFORMANCE OR ENFORCEMENT HEREOF.**

Customer Initials: _____

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement effective as of the Effective Date.

Ames Transit Agency

REG Marketing & Logistics Group, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: Todd Ellis
Title: Sr. VP Sales and Marketing

Customer Initials: _____

Schedule A

This contract ("Contract") is entered into between REG Marketing & Logistics Group, LLC ("REG") and the party identified below ("Buyer") as of this ___ day of _____, 2023. REG agrees to sell to Buyer and Buyer agrees to purchase and pay for Product upon the terms below:

Buyer Name: Ames Transit Agency
 Address: 601 N. University Blvd, Ames, IA
 Country/Post Code: 50010
 Attn: James Rendall
 Telephone: 515-239-5569
 Email: james.rendall@cyride.com
 Product: B100 Biodiesel
 Quality/Standard(s): ASTM D6751-23a
 Quantity: Not to exceed 80,000 gallons
 RINS: _____
 Regional Program: _____
 Price/Currency: ten percent (10%) premium over local rack average for #2 ULSD/USD plus \$250 drop fee per load.
 Sustainability*: _____
 Delivery Point: 601 N. University Blvd, Ames, IA 50010
 Delivery Terms: Within 48 hours of notice
 Title Transfer Point: Fuel Tank Drop Tube On Chevron Renewable Energy Group Leased Tank
 Buyer Destination Address: 601 N. University Blvd., Ames, IA 50010
 Shipment Method: _____
 Shipment Schedule: Product to be lifted ratably throughout Term unless parties mutually agree otherwise.
 Start Date : First fuel delivery End Date: Twelve (12) months after first delivery or by June 30, 2025, whichever comes first. ("Term")
 Extensions: month to month; six (6) months; X one (1) year (please indicate). If none selected Contract will end at the end date of the Term.
 Payment Requirements: _____
 Additional Conditions: _____

Roll Fees

If Buyer does not take delivery of Product at the time(s) specified herein, Buyer agrees to a pay roll fee that is the greater of (1) \$0.05 per gallon (minimum \$150.00 charge) plus an additional \$0.05 per gallon for each thirty (30) day period thereafter until Buyer takes delivery – or – (2) Month 1 NYMEX ULSD (prior day to expiration day) - Month 2 NYMEX ULSD (prior day to expiration day) +\$.05 plus an additional \$0.05 per gallon for each thirty (30) day period thereafter until Buyer takes delivery. If Buyer has not taken delivery of the Product for a consecutive ninety (90) day period, REG may terminate this Contract with no further liability or obligation to Buyer, and resell or otherwise dispose of all Product not delivered.

*See attached Sustainability Addendum, which is incorporated as a part of this Contract as if fully set out herein.

Buyer is provided herewith or has previously been provided REG's Fuel Sales General Terms & Conditions ("GTCs"), and accepts and agrees to the GTCs as a part of this Contract as if fully set out herein. In the event of a conflict between the GTC terms and above Contract terms, the Contract terms will control. All terms and conditions included in this Contract, in the GTCs, and in any quotation or confirmation from Seller shall be considered confidential and shall not be disclosed by either party without the prior written consent of the other party. No purchase order, order acknowledgement or other form issued by Buyer shall modify any of the terms and conditions contained herein and any such forms shall be solely for the convenience of Buyer.

Customer Initials: _____

SALES GENERAL TERMS & CONDITIONS

REG Marketing & Logistics Group, LLC (“REG”) and Buyer agree to the below terms and conditions as part of the Contract and capitalized terms used but not defined herein shall have the meaning assigned herein.

1. **Delivery Terms.** All sales will be delivered to the Delivery Point unless provided otherwise. Risk of loss shall pass and title shall transfer to Buyer according to the Delivery Terms. Risk of loss shall pass to Buyer as Product transfers from REG’s (or its designated agent’s) exit flange to Buyer’s (or its designated agent’s) input flange. Buyer shall be responsible for any changes to freight rates and fuel surcharges. REG shall retain title to any vapors or condensate recovered during delivery.
2. **Measurement.** Barge, vessel, railcar, truck, carts, trailers and pipeline quantities shall be determined at the Delivery Point by terminal tank gauges, calibrated scales, rail car/tank gauges, survey weights taken by a licensed surveyor, or applicable Standard test methods. Unless the Standard line in the Contract specifies otherwise, Product quantities shall be temperature-adjusted to 15.6°C (60°F) using built-in temperature compensators or Standard tables. Either party may require that Product quantity and quality be determined by a jointly-selected, licensed petroleum inspector, whose findings shall be conclusive. Customary inspection costs shall be shared equally, but additional services shall be paid for by the party requesting them.
3. **Payment; Security Interest.** Payment for each delivery shall be made (i) by ACH or wire transfer to Wells Fargo Bank NA, San Francisco, CA 94163, ABA#: 121000248, Account#: 4121462477; (ii) in the Contract-specified Currency; (iii) within seven (7) days (fifteen (15) days if shipped by rail) from the REG invoice date, unless otherwise agreed. Any balance not timely paid is subject to a 1.5% monthly finance charge or the highest amount permitted by law and REG shall be entitled to recover any associated costs of collection, including reasonable attorney fees. For Product (i) picked-up by Buyer, invoices will be sent on the pick-up date, or as soon as practical thereafter; and (ii) shipped to Buyer, invoices will be sent on the shipment date, or as soon as reasonably practical thereafter. REG from time to time has granted Wells Fargo Capital Finance, LLC a security interest in accounts receivable.
4. **Safety; Certificate of Analysis.** REG will furnish (i) a safety data sheet (“SDS”) prior to first delivery; and (ii) updated SDS’s during the term. Upon request, REG will provide a Certificate of Analysis. Buyer should periodically look for updates released by REG.
5. **Warranties; Limitation of Warranties.** REG warrants that (i) all Product supplied to Buyer shall comply with the applicable Contract Standard(s); and (ii) REG has good title to Product, free of all liens, charges, encumbrances, pledges or security interests (collectively, “Warranties”). EXCEPT FOR THE WARRANTIES SPECIFIED IN THIS SECTION 5, REG HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND CLAIMS BASED ON INFRINGEMENT. NO WAIVER, ALTERATION, ADDITIONS OR MODIFICATIONS OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING OR MANUALLY SIGNED BY AN AUTHORIZED OFFICER OF REG.
6. **Buyer Claims, Remedies.** If Buyer discovers that any Product tendered fails to comply with the Warranties, Buyer agrees to provide REG prompt written notice and, upon request, a representative Product sample within five (5) days of such request. For any Product failing to meet the Warranties, if Buyer promptly notifies REG (i) prior to Product delivery, Buyer may reject same; or (ii) after Product delivery, as Buyer’s exclusive remedy, REG will, within a reasonable period of time, at REG’s option and cost, remedy the defect in, replace, or refund the purchase price of the Product; provided that, in either case the parties may negotiate a mutually agreed price adjustment or other resolution and Buyer may retain the Product. If Buyer fails to notify REG of a defect within fifteen (15) days of Product delivery to the Delivery Point, such delivery shall, for all Contract purposes, be deemed to be an

Customer Initials: _____

acceptance, free of any defects and operate as Buyer's waiver and release of REG from any liability or obligations in respect to such Product.

7. **Limitation of Liability.** Neither party shall be liable to the other for consequential, incidental, or punitive damages arising out of any breach of the Contract.
8. **Default.** Either party may terminate the Contract in the event of a material default by the other party which is not cured within ten (10) days after notice of default is given. The right to terminate is in addition to Buyer's remedies set out herein and to REG's rights at law or in equity, including REG's right to recover money damages caused by a default, together with any fees, court costs, and reasonable attorney fees to enforce such remedies or rights. Notwithstanding any such termination, the obligations and rights of the parties which have accrued as of the time of termination shall survive.
9. **Rail and Truck Lifting.** For railcars, Buyer will be allowed 120 hours (days 1-5) for unloading from the first of constructive or actual railcar placement. Buyer agrees to pay demurrage of USD \$100.00 per day thereafter. For trucks, Buyer will notify REG at least 24 hours in advance of any required delivery. Buyer is responsible for additional costs associated with loads ordered in less than 24 hours of the requested delivery time. Any cancellation of a load within 24 hours of deliver, the Buyer will be charged a Truck Order Not Used (TONU) fee of \$250 per truck or Carrier TONU charge, whichever is greater, plus any administrative fees charged by the Carrier. Buyer will be allowed one (1) hour for truck unloading and will be charged USD \$80.00 per hour thereafter for truck detention. For both truck and rail, Buyer is responsible for costs associated with unloading and incomplete unloading.
10. **Barge Lifting.** Buyer shall provide REG preliminary notification ("Nomination") at least seven (7) days prior to the earliest estimated Product lift date with a lift window no greater than four (4) days. At least 48 hours prior to arrival, Buyer shall notify REG of the confirmed Nomination including Product Transfer Document of barges sent to off-take Product at the load port. Notice must be provided during regular business hours (Mon–Fri, 8:00 am–5:00 pm Central Time USA, excluding holidays). Barges are handled on a first-come, first-served basis. Buyer is responsible for all charges associated with: (i) laytime and demurrage, which shall start when the barge is all fast at berth; (ii) for barges delivered to Buyer's destination, demurrage costs incurred by REG on shipment or delivery of Product that result from circumstances out of REG's control; (iii) unloading or incomplete unloading; (iv) any standby tug; and (v) any of the foregoing charged to REG and then invoiced to Buyer.
11. **Vessel Lifting.** Buyer shall provide REG or its agent(s) and the loading/discharging terminal in writing by fax or e-mail, with 15, 10, 7 and 5 days' notice, and 72, 48 and 24 hours' definite notice of arrival of the vessel at the load and discharge port(s). Any delay resulting from Buyer's failure to give such notice shall not count as used laytime or time on demurrage. A 15-day shipment window will be nominated by REG to Buyer 60 days prior to the shipment period. If Buyer narrows to a 10-day window, Buyer must provide at least 30 days' written notice prior to the first day of the 15-day shipment window, together with Buyer's nomination of the performing vessel. Vessel nomination must be acceptable to REG and REG's terminal at REG's sole discretion, where acceptance may not be unreasonably withheld. If Buyer narrows to a 5-day shipment window, Buyer must provide at least 15 days' written notice prior to the first day of the narrowed 5-day shipment window. If Buyer narrows a 5-day shipment window to a 3-day window, Buyer must provide written notice at least 7 business days prior to the first day of the 3-day window.
 - A. LAYTIME/DEMURRAGE EXEMPTION - Time lost due to shore facilities being occupied during loading/discharging for other cargoes or maintenance on the vessel shall not count as used laytime or time on demurrage. Time shall not count as laytime if the vessel is on demurrage as time on demurrage when spent or lost:
 - (1) On an inward passage moving from anchorage or other waiting place, even if lightering has taken place at the anchorage, to the berth or other places of loading or discharging specified by REG, including awaiting tugs, pilot, tides, daylight, locks or any other reason whatsoever over which REG has no control.
 - (2) Due to breakdown, inefficiency or other causes attributable to the vessel and/or owner.
 - (3) As a result of strike, lockout, stoppage, slowdown, or restraint of labor of master, officers

or crew of the vessel or tugboat(s) or pilots(s).

- (4) In handling ballast, bunkering not concurrent with loading and discharging, or for any other purpose of the vessel.
- (5) Due to vessel's condition or inability of the vessel's facilities to load or discharge cargo(es) as specified in this charter party.

B. NOTICE OF READINESS ("NOR") - The master or his agent shall give, in writing by fax or e-mail, 6 hours' notice of readiness, to the loading or discharging terminal, as the case may be, in accordance with Charter party Terms. Lay time shall only commence 6 hours after acceptance of NOR at the respective loading berth. If NOR is given for the vessel before the first day of the laydays, laytime shall only commence upon commencement of loading.

- 12. Taxes, Duties, Tariffs, Other Fees.** All agreed prices shall be exclusive of any tax (including, without limitation, any energy, excise, sales, use and value added tax), tariff, duty, fee or other government charge or assessment now or hereafter imposed, increased by or under authority of any country, state, or other government law, rule or regulation upon or measured by the Contract, or arising from the sale, transfer, or delivery of Product to Buyer, or any subsequent Product sale or use (collectively, "Tax"). Buyer shall be responsible for and pay (or reimburse REG upon demand if REG pays) any such Tax, in addition to the agreed prices.
- 13. Terminal Access.** If applicable, REG and Buyer shall ensure their respective employees, transport carriers, contractors, and agents execute and comply with the other party's Terminal Access Agreement (each party agrees to provide a copy at or before first delivery or pick-up) and comply with all posted or delivered rules and guidelines established from time to time, including but not limited to safety rules and drug, alcohol, and firearm policies, health, and environment. The foregoing applies whether a terminal is owned, leased or operated by the other party.
- 14. Force Majeure.** Neither party hereto shall be liable to the other for any delay arising from circumstances beyond its reasonable control, including, but not limited to, acts of God, riot, civil commotion, public enemy, war, acts or threats of terrorism, or sabotage, flood, drought, epidemic, pandemics, quarantine, embargoes, arrest or restraint of officials, rules or people, storms, perils of the sea, navigation accidents, breakdown or injury to ships, pipelines, machinery or other facilities, fires, explosions or other casualties, impairment or interference with means of supply or transportation, strikes, slowdowns, lockouts or restraint of labor, or if performance is hindered, delayed or prevented by, or would violate or controvert, any law, rule, order or request of any government, or any agency or representative thereof. The party seeking to be excused shall (i) make commercially reasonable efforts to minimize the resulting delay and give prompt written notice of the force majeure ("FM") event to the other party; (ii) have its obligations, so far as they are affected by the FM event, suspended during, but not longer than, the continuance of the FM event; (iii) not be obliged to purchase alternative goods or to offer any compensation during the FM event or after it concludes; (iv) notify the other party when the FM event no longer affects its ability to perform; and (v) act with commercially reasonable diligence to resume performance. FM does not apply to a party's obligations to make any payment required hereunder.
- 15. Governing Law.** The law of the State of Iowa, USA shall govern the construction and enforcement of the Contract without regard to conflicts of law principles and excluding the Convention on Contracts for the International Sale of Goods. Any disputes under the Contract may be brought in the state court located in Polk County, Iowa and the Federal courts located in Iowa, and the Parties hereby consent to the personal jurisdiction and exclusive venue of these courts.
- 16. Entire Agreement; Amendment; Waiver; Assignment; No Inference from Drafting.** The Contract (i) contains the parties' entire agreement with respect to the subject matter herein; (ii) supersedes all prior oral or written agreements and understandings; and (iii) may not be amended or modified except in writing signed by both parties. Neither party may assign any of its rights in or delegate any of its duties under the Contract without the prior written consent of the other party, such consent not to be unreasonably withheld, conditioned or delayed. Either party may assign this Contract to an affiliated entity under common control with the party hereto upon notice to the other and provided that the assignee agrees to be bound by the terms and conditions of this Contract. The Contract shall bind and benefit the

parties and their permitted successors and assigns. Waiver by either party of a breach of any Contract provision will not constitute or be construed as a waiver of any future breach of any Contract provision. No inference in favor of or against a party shall be drawn from the fact that such party has drafted any portion of the Contract.

17. **Execution; Delivery; Electronic Records.** The Contract and subsequent documents carrying out transactions hereunder may be (i) signed manually or by device, machine, facsimile or alternative methods; (ii) executed in counterparts, which, taken together, shall be considered one instrument; (iii) delivered by reasonable means including fax, email, and PDF; and (iv) reproduced via photo or fax copy (or other reasonable means), which shall be as valid as an original. The parties agree transactions under the Contract may be conducted in whole or part electronically, and the parties consent to the use and validity of electronic records and signatures.
18. **Compliance with Laws.** Each party (on behalf of themselves, their employees and agents) agrees to comply with all applicable laws, regulations, rules and standards (and any amendments, variations and modifications thereto as are from time to time in force and any implementing regulations promulgated pursuant thereto) (collectively, “Laws”) in force in jurisdictions related to Contract performance, including without limitation (i) any Laws related to the manufacture, storage, sale, transport, and disposition of Product; and (ii) in order to comply with the Laws applicable to REG’s corporate parent, Renewable Energy Group, Inc., with the United States (“U.S.”) Foreign Corrupt Practices Act of 1977, Export Administration Act, Section 999 of the Internal Revenue Code, Trading With the Enemy Act, International Emergency Economic Powers Act, Arms Export Control Act, Strategic Goods (Control) Act. If Product is exported from the U.S., Buyer is aware of and agrees to (i) its compliance obligations to retire Renewable Identification Numbers, if applicable to Product, under Section 80.1430 of the U.S. Environmental Protection Agency’s Renewable Fuel Standard regulations in 40 CFR Part 80; and (ii) not, directly or indirectly, import Product into Finland or Sweden if the Product is Renewable Diesel, Renewable Jet/Kerosene, Renewable Naphtha, or Renewable Propane. If the Product may be eligible for the U.S. Biodiesel Mixture Credit under 26 U.S. Code 6426 (or comparable U.S. Federal tax credit, e.g. a producer’s tax credit) (“BTC”), the Product shall be used as a fuel per Internal Revenue Code (“IRC”) Section 40A(b)(1)(B) and not be separated per IRC Section 40A(d)(3)(A). If REG is notified or otherwise becomes aware of its disqualification for potential receipt of the BTC for all or any part of any sale to Buyer, REG shall have the right thereafter to cancel all or any part of any such sale. If such disqualification is as a result of Buyer’s actions or inaction, Buyer shall reimburse REG for the amount of any credit which REG fails to receive or has to pay back related to such disqualification.
19. **Carbon Credits.** REG shall retain title to any and all carbon intensity, greenhouse gas emissions, or other similar credits associated with Product, except as expressly specified in the Contract. Buyer shall make all necessary reasonable efforts to ensure that any such credits associated with Product purchased under the Contract are fully available to REG.
20. **Market Conditions.** From time-to-time, as market conditions and opportunities change, REG may initiate discussions with Buyer concerning modification to the REG Product blends sold at the Delivery Point, at other locations or end user markets. It is understood that in some cases blend modifications may result in a final Product formulation that may include petroleum-based diesel provided by REG. If REG desires for Buyer to sell REG Products which include a blend with petroleum-based diesel, REG may elect to perform the blending itself and deliver such blend, or instead required Buyer to procure the petroleum blendstock and perform the blending in accordance with REG’s specifications, and in either case the final formulated blends shall be considered REG Product.

Schedule B

FUEL TANK LEASE

This Fuel Tank Lease (the “**Lease**”) is effective as of the Effective Date by and between REG and Customer. The Parties agree as follows:

1. Lease; Term. REG agrees to lease to Customer, and Customer agrees to lease from REG, the Fuel Tank(s) described more fully in the schedule attached hereto as **Schedule B-1** subject to the terms of this Lease. This Lease is a non-cancelable lease. Customer’s obligation to make all payments and other amounts under the Lease is absolute and unconditional and is not subject to any abatement, counterclaim, defense, deferment, interruption, recoupment, reduction, or setoff for any reason whatsoever. Unless terminated earlier as set forth herein, the term of this Lease shall commence on the Effective Date and continue until twelve (12) months after the first fuel delivery or June 30, 2025, whichever comes first. This Lease may be extended for additional terms of one (1) year, upon agreement by the parties. The initial term and any renewal terms, if applicable, are hereinafter referred to as the “**Lease Term.**”

2. Lease Payments. Customer shall pay to REG one dollar (\$1.00), for the term of the pilot ending twelve (12) months after the first fuel delivery or on June 30, 2025, whichever comes first, unless otherwise extended, in addition to other good and valuable consideration, including entering into a Sales Contract in exchange for REG leasing the Fuel Tank(s) to Customer.

3. Title; Delivery and Acceptance. The Fuel Tank(s) is and shall remain REG’s sole and exclusive property and Customer shall have the right to peacefully possess and use the Fuel Tank(s) during the Lease Term provided Customer is not in breach of this Lease. REG shall install the Fuel Tanks at the location specified in Schedule B-1. Customer shall promptly inspect the Fuel Tank(s) upon delivery and promptly notify REG of any defects in the Fuel Tank(s). The Fuel Tank(s) will be irrevocably accepted by Customer upon: (a) at REG’s request, the delivery to REG of a signed delivery and acceptance certificate acceptable to REG; or (b) ten (10) days after delivery of the Fuel Tank(s) to Customer if previously REG has not received written notice from Customer of Customer’s non-acceptance.

4. UCC True Lease.

(a) The parties intend that the Lease, including Schedule B-1, constitutes a true lease under the Uniform Commercial Code Chapter 554, Code of Iowa (the “**UCC**”), and not an Article 9 Security Interest, and the filing of a UCC financing statement, UCC fixture filing, or other similar filing or recording shall not be evidence to the contrary. REG shall have title to the Fuel Tank(s) at all times. Customer acquires no ownership, title, property, right, equity, or interest in the Fuel Tank(s) other than its leasehold interest solely as Customer subject to all the terms and conditions of the Lease. REG and Customer agree that no Fuel Tank constitutes a fixture or real property and the filing of any UCC fixture filing shall not be evidence to the contrary. **TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, CUSTOMER WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER BY ARTICLE 13 OF THE UCC, including, without limitation, Iowa Code § 554.13508 through § 554.13522.** If REG feels it is necessary, Customer agrees to provide REG with waivers of interest or liens in each Fuel Tank from anyone claiming any interest in the real estate on which any Fuel Tank is located.

(b) Customer authorizes REG to file UCC financing statements, UCC fixture filings, and other similar filings and recordings with respect thereto. Customer agrees not to file any corrective or termination statements or partial releases with respect to any UCC financing statement, UCC fixture filing, or other similar filings, or recordings filed by REG in connection with any Fuel Tank except (i) if REG fails to file a corrective or termination statement or release on request from Customer after the expiration or

earlier termination of, or release from, any Lease pursuant to any applicable provision of the Lease or (ii) if not permitted by clause (i), with REG's consent.

5. Tax Lease.

(a) Unless otherwise provided in the Schedule, REG and Customer acknowledge and agree that they are entering into the Lease on the income tax assumption that (a) REG will be treated for all federal income tax purposes (and to the extent allowable, for state and local tax purposes) as the owner of all Fuel Tank(s) leased pursuant to the Lease, (b) for all federal income tax purposes (and to the extent allowable, for state and local tax purposes), this Lease will be treated as a "true lease" of the Fuel Tank(s), and (c) REG is entitled to all deductions, credits, and other tax benefits that are provided in the Internal Revenue Code of 1986, as amended, to an owner of property ("**Tax Benefits**"). Notwithstanding the foregoing, Customer and REG each acknowledge and represent to the other that (a) each has made its own independent and separate analysis of the tax treatment and characterization for tax purposes of any Tax Benefits under this Lease, and (b) neither is relying on any representation, analysis, or advice of the other as to any tax treatment or characterization for tax purposes of any Tax Benefits under this Lease.

(b) Customer shall not take or omit to take any action that results in the disqualification of the Fuel Tank(s) for, or recapture of, all or any portion of the Tax Benefits. Without limiting the foregoing, Customer agrees that Customer will not at any time file any federal, state, or local income tax return that is inconsistent with the assumptions set forth in Section 5(a). Customer will file such returns, execute such documents, and take such actions as may be reasonable and necessary to facilitate accomplishment of the intent hereof. Customer will maintain sufficient records to enable REG to determine and verify REG's federal and state income tax liability with respect to the transactions contemplated herein and to determine and verify REG's potential tax liability with respect to each other taxing jurisdiction. In addition, within thirty (30) days after notice, Customer shall provide such information as REG may reasonably request to enable REG to fulfill its tax return filing obligation, to respond to requests for information, to verify information in connection with any income tax audit, and to participate effectively in any tax contest.

(c) If, as a result of a breach of any representation, warranty, or covenant of Customer: (a) REG determines that it is not entitled to claim on its federal income tax return all or any portion of the Tax Benefits; (b) any Tax Benefit claimed on REG's federal income tax return is disallowed or adjusted by the Internal Revenue Service; or (c) any Tax Benefit is recomputed or recaptured, Customer shall promptly pay to REG the amount, as determined by REG, of REG's net after-tax rate of return on such Fuel Tank(s) that would have been in effect on the date of the breach, had REG been entitled to use all of the Tax Benefits for such Fuel Tank(s), minus REG's actual net after-tax rate of return with respect to such Fuel Tank(s). The indemnities and assumptions of liability provided herein and all of REG's rights and privileges herein will inure to the benefit of REG's successors and assigns and will continue in full force and effect notwithstanding the expiration or termination of this Lease.

6. Exclusion of Warranties. REG MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (C) WARRANTY AGAINST INTERFERENCE, OR (D) WARRANTY AGAINST INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. CUSTOMER AGREES THAT REGARDLESS OF CAUSE, REG IS NOT RESPONSIBLE FOR AND CUSTOMER WILL NOT ASSERT ANY CLAIM AGAINST REG FOR ANY LOSS, DAMAGE, OR INJURY CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, INCIDENTALY, OR CONSEQUENTIALLY BY THE FUEL TANK(S), ANY

INADEQUACY, DEFICIENCY, OR DEFECT OF OR RELATED TO THE FUEL TANK(S), OR BY ANY INCIDENT WHATSOEVER IN CONNECTION WITH THE FUEL TANK(S), ARISING IN STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE, OR IN ANY WAY RELATED TO OR ARISING OUT OF THIS LEASE. REG MAKES NO WARRANTY AS TO THE TREATMENT OF THIS LEASE FOR TAX OR ACCOUNTING PURPOSES.

7. Fuel Sales Contracts. Customer will purchase transportation fuel from REG under the terms and conditions as set forth in the Sales Contract. A breach of the Sales Contract shall constitute a material breach of this Lease and an Event of Default (as defined below).

8. Customer's Representations and Warranties. Customer represents and warrants to REG:

(a) Customer is duly organized, validly existing, and in good standing in the jurisdiction of its organization; has all requisite right, power, and authority to execute, deliver, and perform its obligations under this Lease; and is duly authorized or qualified to do business and is in good standing in the jurisdiction in which it is using the Fuel Tank(s).

(b) Customer has full corporate power and authority to enter into the Lease, to carry out its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby. The execution and delivery by Customer of this Lease, the performance by Customer of its obligations hereunder, and the consummation by Customer of the transactions contemplated hereby have been duly authorized by all requisite action on the part of Customer. This Lease has been duly executed and delivered by Customer, and this Lease constitutes a legal, valid, and binding obligation of Customer enforceable against Customer in accordance with its terms.

(c) The execution, delivery, and performance by Customer under this Lease, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the certificate of incorporation, by-laws, or other organizational documents of Customer; (b) conflict with or result in a violation or breach of any provision of any applicable law; (c) require the consent of, notice to, or other action or, conflict with, result in a violation or breach of any other Lease, or constitute an Event of Default; or (d) result in the creation or imposition of any liens, security interests, or encumbrances on any Fuel Tank(s).

(d) No consent, approval, permit, order, declaration, or filing with, or notice to, any governmental authority is required by or with respect to Customer in connection with the execution of this Lease and the consummation of the transactions contemplated hereby and thereby.

(e) There are no actions, suits, claims, investigations, or proceedings pending or, to Customer's knowledge, threatened against or by Customer: (a) relating to or affecting Customer or any of Customer's property; or (b) that challenge or seek to prevent, enjoin, or otherwise delay the transactions contemplated by the Lease. At any time during the Term, if Customer shall become aware of any such action, suit, claim, investigation, or proceeding, Customer shall notify REG within fifteen (15) days of becoming aware of such matter.

(f) All permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances, and similar rights ("**Permits**") obtained, or required to be obtained, from a governmental authority required for Customer to lease and use the Fuel Tank(s) have been obtained by Customer and at all times during the Lease Term shall be valid and in full force and effect. All fees and charges with respect to the Permits will be paid in full.

9. Customer's Use of Fuel Tank(s). Customer shall keep and maintain the Fuel Tank(s) in good repair, condition, and working order, ordinary wear and tear excepted, and shall be responsible for any fuel spills or leaks from the Fuel Tank(s), except to the extent caused by negligent acts or omissions of REG while refilling or servicing the Fuel Tank(s). Customer shall grant access to the location of the Fuel Tank(s) to allow REG and/or its designated representative to install, refill, and service the Fuel Tank(s). Customer may not sublease the Fuel Tank(s) without REG's prior written consent. Customer may not move any Fuel Tank(s) from the location where it was installed by REG without REG's prior written consent. The parties intend that the Fuel Tank(s) remains at all times personal property and not a fixture under applicable law, even if the Fuel Tank(s), or any part thereof, may be or becomes affixed or attached to real property or any improvements. Upon REG's written request, Customer shall obtain and provide to REG, from each real property landlord, mortgagee, or lienholder for the location where the Fuel Tank(s) is located, a waiver of any interest that it may have in the Fuel Tank(s) arising from its interest in the real property. Customer, at its own expense, shall: (a) maintain all Fuel Tank(s)-related records, logs, and other materials in a manner no less comprehensive or accurate than Customer's normal customary practices with respect to Customer's similar equipment and as required by applicable law; and (b) promptly furnish to REG such records as may be required to enable REG to file any ownership or other reports required to be filed by REG with any governmental authority. Customer shall permit REG and/or its representatives, on reasonable notice, to inspect the Fuel Tank(s) and related records during regular business hours, and in compliance with Customer's reasonable security procedures. Customer agrees to provide REG with an agreement from anyone claiming any interest in the real estate on which any Fuel Tank is located or installed, granting REG access to the real estate to install, remove, refill, service, or inspect the Fuel Tank(s). Unless Customer has elected to renew this Lease, Customer shall during the last two (2) months of the Term, on REG's written notice, cooperate with REG's efforts to sell or lease the Fuel Tank(s), including, without limitation, permitting prospective purchasers or customers to fully inspect the Fuel Tank(s) and any applicable records during reasonable hours and in compliance with Customer's reasonable security procedures.

10. Loss. Customer shall bear all risk of loss, damage, destruction, theft, and condemnation to or of the Fuel Tank(s) from any cause whatsoever, other than those arising as a direct and proximate result of the gross negligence or willful misconduct of REG or its representatives ("**Loss**") whether or not insured, until the Fuel Tank(s) has been returned to REG. Customer shall promptly notify REG in writing of any Loss. In the event of any Loss, at REG's option, Customer shall either (i) repair the Fuel Tank(s) so that it is in good condition and working order or (ii) replace the Fuel Tank(s) with like equipment in good repair and working order, with clear title, whereupon such Fuel Tank(s) shall be subject to this Lease. In the event, this Agreement has expired or has been terminated, then upon request Customer shall pay to REG the value equivalent to a replacement Fuel Tank. No Loss shall relieve Customer from its payment obligations under this Lease.

11. Insurance. Customer, at its sole cost and expense, shall obtain (i) property insurance against the destruction of or loss to the Fuel Tank(s) for an amount at least equal to the full replacement value, with a maximum \$25,000.00 deductible and without co-insurance, and (ii) commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) in the aggregate. Such insurance shall be in a form, amount, and with companies acceptable to REG and name REG as the sole named loss payee (on the property insurance policy) and name REG as an additional insured (on the commercial general liability insurance policy). Customer shall require its insurers to waive any and all rights of subrogation against REG.

12. Default. Each of the following events is an "**Event of Default**": (a) if Customer fails to pay any amount or sum due REG within ten (10) days after the same is due and payable under this Lease, (b) if Customer fails to perform any other obligation under this Lease or in any other agreement (including a Sales Contract) with REG or with any affiliate of REG and such failure continues unremedied or without

cure for ten (10) days after REG gives Customer notice specifying such failure, (c) if Customer becomes insolvent, dissolves or is dissolved, or assigns its assets for the benefit of its creditors, or any proceeding in bankruptcy, receivership, reorganization, or liquidation is instituted or filed by or against Customer, (d) if Customer suffers a material adverse change or a material deterioration in its financial condition or operations, or (e) if Customer merges or consolidates with or into another entity without REG's consent. If an Event of Default occurs, REG may do one or more of the following: (i) recover from Customer all delinquent payments and other delinquent amounts, (ii) declare Customer in default and terminate this Lease, (iii) require Customer to immediately pay REG and declare immediately due and payable, as compensation for loss of bargain and not as a penalty, the present value of all unpaid amounts under this Lease and the Sales Contract for the remainder of the Lease Term discounted to the date of the Event of Default at the lesser of (A) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining unexpired Term, all as reasonably determined by REG or (B) three percent (3%) per annum, to the extent permitted by applicable law, and (iv) exercise any other right or remedy available to REG at law or in equity or under this Lease. After an Event of Default, Customer shall pay interest on all past due amounts, from the later of the date of the Event of Default or the date such amount was due until paid at an interest rate equal to twenty-one percent (21%) per annum or, if less, the maximum rate allowed by law. The remedies provided by this Lease in favor of REG shall not be exclusive, but shall be cumulative and in addition to all other remedies in REG's favor existing at law or equity.

Schedule B-1
Fuel Tanks and Locations

1000 Gallon B100 Tank
Tank to be placed within CyRide facility

CyRide to provide all hook-ups, foundation and containment structures as may be required by applicable
law

Attn: James Rendall
 Assistant Director - Fleet and Facilities
 CyRide
 601 N. University Blvd.
 Ames, IA 50010

Date: March 17th, 2023
Proposal #: 230317CYRD

Proposal:



Figure 1 – CyRide Gillig Low Floor Bus

Overview:

Optimus Technologies (“Optimus”) is pleased to offer the following pilot proposal for our advanced fuel system technology for use of 100% biodiesel (the Vector System) for the CyRide fleet of buses (“Customer”). The Vector Systems quoted are designed for Gillig Low Floor Transit Buses with Cummins 8.9L engines. The fuel tank configuration as specified is a 120-gallon dual chamber biodiesel and diesel tank; final configuration details to be confirmed with Customer prior to installation.

<i>Project Summary Table*</i>	
Upfront CyRide project budget:	\$ 82,638
\$ per metric ton CO2e reduced (8-year remaining bus life):	\$ 14.16
Per bus per year scope 1 Co2e emissions fleet reductions from B100 deployment (metric tons):	146
8-year scope 1 Co2e emissions fleet reductions from B100 deployment (metric tons):	5,835

*Emission calculations using ICLEI Local Government Operations Protocol

Vector System:

The system is comprised of multiple components that include an auxiliary fuel tank, in-tank heat exchanger, brackets, associated parts, the Vector fuel system manifold (fuel filter housing and element assembly, temperature and pressure sensors), solenoid valves, hose, electronic control unit, display, wiring harness, software, necessary fittings, connectors, clamps, and product documentation.

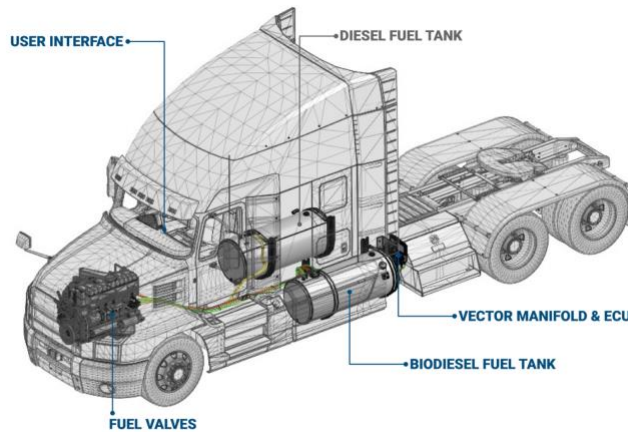


Figure 2 – Optimus Vector System Overview



Annual Technology Subscription:

The subscription consists of access to performance data captured from the Optimus vehicles that may include operational run time (diesel vs. biofuel); biofuel tank level; biofuel temperature; biofuel filter pressure levels; and carbon reduction data. Additionally, the subscription provides access to software upgrades and Optimus technical phone support. The subscription is governed by Optimus' Performance Data Subscription Terms.

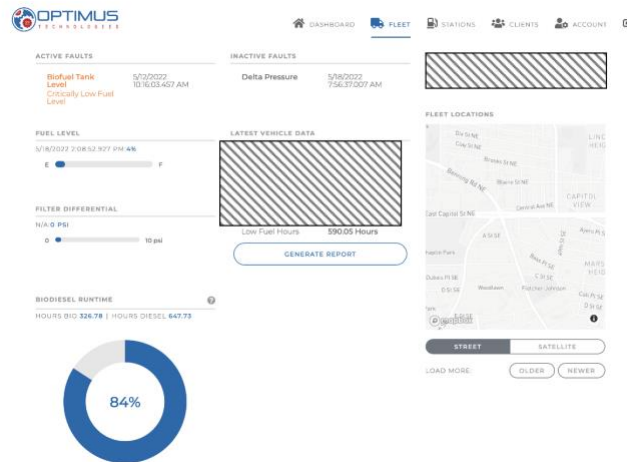


Figure 3 – Optimus Fleet Dashboard

Service Tool:

Includes the Optimus Service Tool and software application for connection to the Vector System ECU, access to diagnostic parameters, and associated testing functionality. The service tool hardware includes USB to Optimus CAN interface cable. Service Tool hardware and software connects to Customer supplied Windows based computer.



Figure 4 – Optimus Service Tool

SMARTFuel Fuel Management System:

The SMARTFuel System is an RFID Fuel Management System (FMS) that enables fleet managers to better monitor, track, and control the fueling of their vehicles while using a variety of fuel types. The SMARTFuel solution is particularly suited for the integration of alternative fuels into medium and heavy-duty truck fleets. The system consists of five primary components: SMARTFuel Vehicle Tags, RFID Nozzle Reader, SMARTFuel Control Panel, User Interface Display and SMARTFuel Web Dashboard. The SMARTFuel system enables seamless deployment of biodiesel dispensing, ensuring only appropriate assets are refueled and provides managers a mechanism to monitor fleet fueling transactions with measured information about fuel costs, consumption, and emissions.

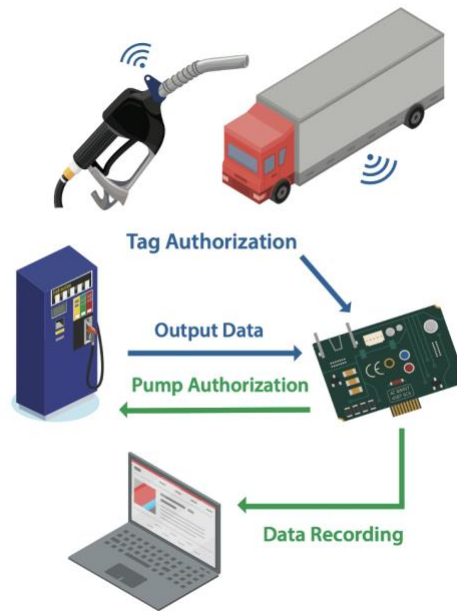


Figure 5 – SMARTFuel System Architecture

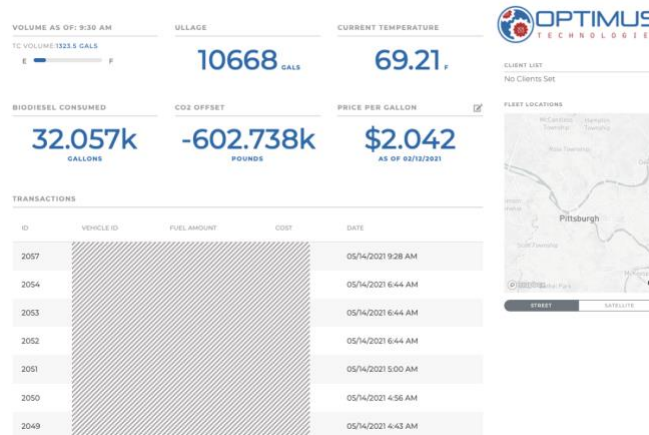


Figure 6 – SMARTFuel & Optimus Fleet Dashboard

Warranty:

The Vector System includes a 2-year standard parts warranty and a supplemental Covered Parts Warranty of up to \$50,000 per bus for Engine, Fuel System and Exhaust components as described in the Optimus Statement of Warranty.

Installation and Training:

All installation and training is included in the cost of the pilot project. This will be provided by Optimus and is to be performed at CyRide’s facility in Ames, Iowa. In addition to installation, Customer will receive up to two (2), two (2) hour on-site basic training sessions which include how to operate the installed equipment and differences operators should expect between traditional equipment and equipment which is equipped with the Vector System. Operators of Customer’s equipment are required to demonstrate basic understating of the Vector System prior to operation of any equipment which is equipped with the Vector System. Customer will receive one (1), six (6) hour on-site advanced training sessions which provide comprehensive training on operating, servicing, and maintaining the installed equipment. Upon conclusion of the advanced training sessions, technicians will be expected to demonstrate knowledge/understanding of the Vector System prior to being authorized to perform any repairs or maintenance.



Pricing:

Pricing valid for 30 days from date of issuance.

Optimus Technologies Quote for CyRide			
DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
<p><i>Optimus Technologies Vector System for 2012 MY Gillig Low Floor Bus:</i></p> <ul style="list-style-type: none"> - Base System Components - Electronic Control System Package - Engine Integration Cummins 8.9L - Biodiesel Tank Package 120 Gal. Dual-Chamber Transit Bus Package - Technology Subscription¹ <p><i>Installation performed by Optimus at CyRide Location</i></p>	5	\$24,659	\$123,295
<p><i>Service Tool:</i></p> <ul style="list-style-type: none"> - Optimus Service Tool Hardware - Optimus Service Tool Software Subscription² 	1	\$1,925	\$1,925
<p><i>SMARTFuel Fuel Management System:</i></p> <ul style="list-style-type: none"> - Pump Controller with: <ul style="list-style-type: none"> - Temperature Monitoring - Tank Level Monitoring Integration - (1) RFID Nozzle Unit - (5) RFID Vehicle and (5) Admin Tags - Annual Data Subscription³ 	1	\$9,442	\$9,442
<p><i>Freight:</i></p> <ul style="list-style-type: none"> - Freight Prepaid and Add FOB Pittsburgh⁴ 	1	\$1,250	\$1,250
Chevron-REG Cost Share⁵			(\$53,274)
TOTAL			\$82,638

¹ Vector System Technology Subscription is billed at an annual rate of \$500 per year, per truck after the second year.

² Vector System Service Tool Subscription is billed at an annual rate of \$750 per year after the second year.

³ SMARTFuel Data Subscription is billed at an annual rate of \$900 per year after the second year.

⁴ Estimated costs; any freight charges above the amount quoted will be billed separately.

⁵ Proposed Chevron-REG cost share for pilot project, assumes CyRide uses existing 12k underground tank for B100 storage.



Schedule:

All goods ship FOB Pittsburgh, PA Freight Prepaid and Add 16 weeks from receipt of PO.

Signatures:

Optimus Technologies, Inc.

Customer: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Order and Payment Details:

All orders must reference the above Proposal Number and accept the terms of this Proposal, including the Optimus' Standard Terms and Conditions of Sale. Any additional or contrary terms are rejected and not made part of this Agreement.

Optimus Technologies, Inc.
6901 Lynn Way
Pittsburgh, PA 15208

orders@optimustec.com

PNC Bank, National Association
Routing Number: 043000096
Account Number: 104936091

October 19, 2023
Award of Contract for Support Vehicle Purchase
CyRide Resource: James Rendall

BACKGROUND:

CyRide maintains a small fleet of support vehicles used by the operations division. The most recent support vehicle purchases have been small hybrid sport utility vehicles (SUVs), which facilitate on-route driver shift changes in all weather conditions and offer improved fuel economy compared to standard SUVs. CyRide plans for these vehicles to be replaced every five years to keep this part of the fleet in a state of good repair.

Due to national supply chain disruptions, the purchase of replacement vehicles was delayed, and the two vehicles to be replaced are now over eight years old. Funding for these vehicles was included in the Capital Improvements Plan, with the overall budget shown in the table below.

Funds Available	Dollars
CyRide's FY 2023 Capital Budget	\$50,000
CyRide's FY 2024 Capital Budget	\$50,000
Total Available	\$100,000

On September 18, 2023, CyRide, in coordination with the Purchasing Department, released Invitation to Bid (ITB) #2024-048 for the purchase of two small hybrid SUVs or crossover utility vehicles (CUVs). Bids were due on October 5, 2023, and a single responsive bid was received. The bid received is detailed below.

Bidder	Year	Make	Model	Powertrain	Price	Total Cost
Deery Brothers of Ames	2024	Dodge	Hornet	Plug-in Hybrid	\$43,025	\$86,050

The Dodge Hornet is a small plug-in hybrid CUV. The plug-in hybrid powertrain allows the vehicle to run from the battery for a short distance before operating as a traditional hybrid vehicle. The 2024 Dodge Hornet is rated for 32 miles of all-electric driving per charge. The plug-in hybrid technology would help CyRide benefit from electric driving, improving CyRide's carbon footprint while still utilizing hybrid technology to meet current operational requirements.

ALTERNATIVES:

1. Approve award of contract for the purchase of two 2024 Dodge Hornets to Deery Brothers of Ames, of Ames, Iowa, for a total cost of \$86,050.
2. Direct staff to proceed according to Transit Board priorities.

RECOMMENDATION:

It is the recommendation of the Transit Director to approve Alternative #1. This option would allow CyRide to replace two vehicles beyond their useful life with new, more energy-efficient CUVs that offer improved overall fuel economy and reduced emissions.



October 19, 2023

Monthly Report

CyRide Resource: Barbara Neal

1. Free Rides Election Day

This year, Election Day is November 7, 2023. CyRide has previously joined other transit agencies in the state and across the nation in offering fare-free rides to passengers to ease access to voting in our communities. Offering fare-free on Election Day lowers transportation barriers, encourages non-traditional rides, helps passengers more easily travel to vote, and generates positive news coverage.

At last year's November 30, 2022, meeting, the board voted to make all future election days fare-free. Based on current ridership levels, we estimate it will cost approximately \$500 to offer free rides on both fixed route and Dial-A-Ride services on November 7.

2. APTA Expo

James Rendall, Chris Crippen, and Kevin Gries attended the 2023 American Public Transportation Association (APTA) EXPO in Orlando, Florida. The EXPO is the largest public transportation showcase in the nation, where vendors introduce new technology, vehicles, and products for transit. They also met with many of CyRide's current vendors to see new products, discuss future orders, and gain insight into timelines. The chance to view and see upcoming products and technology helps for future planning of needs for CyRide. APTA also provided some free training on a variety of subjects. Kevin attended several sessions on the exploration of safety technology and the use of artificial intelligence to enhance safety and performance. All three also attended a session on procurements, which had an interesting perspective from a train and bus manufacturer and a grant writer for a transit agency that operates buses.

3. Citizen Satisfaction Survey

The results of the 41st annual Resident Satisfaction Survey have been released, which collected information from city residents about a variety of City of Ames services, including CyRide. Overall, reported satisfaction with CyRide stayed about the same, decreasing less than one percent from last year. In this year's survey, 93.4% of respondents indicated they were either very or somewhat satisfied with CyRide, with 6.6% being very or somewhat dissatisfied. Last year, 93.9% of respondents were very or somewhat satisfied, and 6.1% were very or somewhat dissatisfied.

There were approximately 54 comments received in the survey specific to CyRide, an increase from the 40 comments received last year. The general category for each response was as follows:

- Schedule / Routes (7)
- Bus Stops (5)
- Other Transportation /No Need (13)
- Other Comments (5)
- Positive Comments (19)
- Fare Free (5)

Respondents highlighted several areas where satisfaction with CyRide could be improved, including service modifications. CyRide will review these suggestions and incorporate them into future planning where appropriate.

The complete Resident Satisfaction Survey is available on the City of Ames website at <https://www.cityofames.org/home/showpublisheddocument/73992>