



**AMES TRANSIT AGENCY
BOARD OF TRUSTEES**

CYRIDE CONFERENCE ROOM – May 18, 2023

1. CALL TO ORDER: 4:00 p.m.
2. Approval of Minutes from April 27, 2023
3. Public Comments
4. Recognition of New Board Members
5. Transit Board Election of Officers and AAMPO Representative
6. HIRTA Dial-A-Ride Contract
7. State Grant and Public Transit Infrastructure Grant (PTIG) Applications
8. Section 5307 Formula Funding Grant Application
9. Monthly Report
10. Summer Meeting Dates / Times
 - June 15, 4:00 p.m.
 - July 20, 4:00 p.m.
 - August 17, 4:00 p.m.
11. Adjourn

April 27, 2023

AMES TRANSIT AGENCY BOARD OF TRUSTEES

The Ames Transit Agency Board of Trustees met on April 27, 2023, at 5:00 p.m. in the CyRide Conference room. President Jeffrey called the meeting to order at 5:02 p.m. with Trustees Beatty-Hansen, Ludwig, Norton, Schainker, and Schnepf present.

APPROVAL OF MARCH 30, 2023, MINUTES:

Trustee Ludwig made a motion to adopt the March 30, 2023, Transit Board minutes as presented; Trustee Norton seconded the motion. (Ayes: 6 Nays: 0) Motion carried.

PUBLIC COMMENTS:

None.

EXECUTIVE EXPRESS AMES INTERMODAL FACILITY CONTRACT AMENDMENT:

Director Neal requested approval of a contract amendment for Executive Express to maintain the current lease rates for another year. The current monthly rent payment is \$750.

Director Neal recommended approval of Alternative #1 to allow Executive Express to continue at its current lease rate and preserve an important transportation link in the Ames community.

Trustee Norton made a motion to approve Alternative #1; Trustee Schnepf seconded the motion. (Ayes: 6 Nays: 0) Motion carried.

MONTHLY REPORT:

Emergency Preparedness: CyRide has been reviewing and updating emergency plans.

CDL Third-Party Testing Update: Kevin Gries has administered over 20 CDL tests for new CyRide employees. It has provided flexibility, faster turn-around time for re-tests, and improved communication and insight for the training department.

BEB Open House: The Battery Electric Bus Open House is scheduled for April 29 from 11:00 a.m. until 12:30 p.m.

RECOGNITION OF OUTGOING BOARD MEMBERS:

Director Neal recognized and thanked our outgoing board members, Liz Jeffrey, Jacob Ludwig, and Rachel Schnepf, for their dedication and time committed to the Transit Board of Trustees.

Summer meeting date:

- May 18, 2023, at 5:00 p.m.
- TBD

Adjourn: Trustee Ludwig made a motion to approve adjourning at 5:19 p.m.; Trustee Norton seconded the motion. (Ayes: 6 Nays: 0) Motion carried.

President

Cheryl Spencer, Recording Secretary

May 18, 2023

Transit Board Election of Officers and AAMPO Representative

CyRide Resource: Barbara Neal

BACKGROUND:

Each year the Transit Board of Trustees elects new officers for the positions of President and Vice-President as required by the Ames Municipal Code, Chapter 26A. These elections are typically held in either May or June of each year. Liz Jeffery and Jacob Ludwig held the positions of President and Vice President, respectively, but both members' terms have ended effective May 15, 2023.

In addition, the Transit Board elects a representative to the Ames Area Metropolitan Planning Organization (AAMPO). The AAMPO meets four to six times yearly on Tuesday evenings before regularly scheduled City Council meetings. The AAMPO's purpose is to ensure that the Ames community's transportation network is continuous, coordinated, and comprehensive. They review all transit, highway, and bike trail improvements and plans for the Ames area. For CyRide, all capital and operating projects that will use federal funding must be included in their planning documents and approved prior to grants being approved by the Federal Transit Administration. Jacob Ludwig was the CyRide representative; therefore, a vacancy in this position must be filled.

Nominations may be taken from the floor for the election of these officers for the 2023-2024 year.

May 18, 2023

HIRTA Dial-A-Ride Contract

CyRide Resource: James Rendall, Barbara Neal

BACKGROUND:

CyRide is required by the federal government to provide Americans with Disabilities Act (ADA) door-to-door bus service in the Ames community. In 2003, CyRide began contracting Dial-A-Ride (DAR) service to a third-party Story County transit provider to operate DAR in conjunction with their regular service. Since 2012, the contract for DAR has been with Heart of Iowa Regional Transit Agency (HIRTA).

CyRide's current contract with HIRTA will expire on June 30, 2023. At the March board meeting, the Transit Board approved entering into a new contract with HIRTA and directed CyRide to prepare a new contract for consideration.

CyRide, in coordination with the Legal Department, has drafted a new three-year contract to operate from July 1, 2023 – June 30, 2026, with options to extend the contract for two additional years upon mutual consent by both parties. The current contract was used as the basis for this new contract, with the following changes summarized below and notated in red on the attached draft contract. Additionally, some minor grammatical changes were made to the contract.

1. **Section A.2** – Reflect new contract period.
2. **Section B.3** – Reflect changes to hours of service.
3. **Section B.4** – Changed service hours to reflect current practices.
4. **Section B.5** – Removed HIRTA tickets, called “HIRTA bucks,” and added CyRide tickets as a payment option on DAR service. Eliminated cost associated with operating outside CyRide's service area. This matches current practice and the rate structure previously approved by the Transit Board.
5. **Section B.8** – Updated DAR reservation hours.
6. **Section B.10** – Eliminated service area restrictions to match section B.5.
7. **Section B.15** – Updated performance measures.
8. **Section B.18** – Changed the “no show” costs.
9. **Section C.1(b), 3, and 4(a)(b)** – Changed to reflect current vehicle leased to HIRTA and removed language associated with the HIRTA minivan. The minivan was returned to CyRide during the last contract period. Added language to allow for a similar vehicle substitution.
10. **Section D.2** – Added driver requirements to match CyRide's hiring requirements.
11. **Section D.4** – Added Agency Safety Plan, which is now required by federal law.
12. **Section F.6** – Removed CyRide as a pass sales outlet for HIRTA bucks.
13. **Section G.1** – Reflected the rates approved by the Transit Board at the March 23, 2022, meeting.
14. **Section H.1** – Reflected current vehicle. Updated Maintenance Coordinator information.
15. **Section H.2** – Added additional reporting requirement to meet updated regulatory guidelines.
16. **Section H.5** – Changed date to reflect new contract period.
17. **Section I** – Reflected current Master Agreement link.

18. **Signature Block** – Updated to reflect current parties.

19. **Appendix A – FTA Clauses** – Updated with the current FTA requirements for operational contract language.

The contract has been reviewed and approved by the Risk Manager and Legal Department. Additionally, HIRTA has reviewed and approved the attached contract.

ALTERNATIVES:

1. Approve a new three-year contract with Heart of Iowa Regional Transit Agency for DAR services from July 1, 2023, through June 30, 2026, including an option to extend the contract for two additional years.
2. Do not enter into a new contract with HIRTA for Dial-A-Ride service and begin directly operating service on July 1, 2023.
3. Direct staff to proceed according to Transit Board priorities.

RECOMMENDATION:

The Transit Director recommends approval of Alternative #1, to enter into a new contract with HIRTA to provide DAR service for the next three years. This contract would support the federally required door-to-door system for the Ames community, keep service consistent for passengers, and avoid the high cost of CyRide directly operating the DAR service.

CONTRACT FOR TRANSPORTATION SERVICES
Between the Ames Transit Agency and the Heart of Iowa Regional Transit Authority

WHEREAS, Heart of Iowa Regional Transit Authority (HIRTA) has an interest in provision of transportation services to the disabled community within the City of Ames and has vehicles and employees available for transporting those persons; and,

WHEREAS, the City of Ames d/b/a Ames Transit Agency (CyRide) has been officially designated as the urban transit system for the City of Ames pursuant to Section 324A.1. Code of Iowa and is responsible for service to the disabled community within the City of Ames as required under the Americans with Disabilities Act (ADA); and,

WHEREAS, HIRTA and CyRide are authorized pursuant to Iowa Code §28E.12 to contract with other public agencies to perform governmental services, activities, and undertakings, including “Dial-A-Ride” (DAR) transportation services as more fully described herein.

NOW, THEREFORE, THE PARTIES DO HEREBY MUTUALLY AGREE AS FOLLOWS:

A. Purpose and Timeframe

1. The purpose of this contract is to arrange for HIRTA to provide ADA-required public transit services under the auspices of the designated public transit system, CyRide.
2. The contract period shall begin on July 1, 20~~18~~23, and continue through June 30, 20~~24~~26, and may continue upon annual extension or renewal by both parties for an additional two-year period. Any extension or renewal of this contract shall be in writing and mutually agreed upon by both parties at least 90 days prior to the end of the fiscal year.
3. This contract is created pursuant to Iowa Code §28E.12 and does not create a separate legal or administrative agency.

B. Description of Service

1. All transit services will be provided to eligible clients based upon requirements of the Americans with Disabilities Act.

2. Service shall be provided Monday through Sunday except on the following holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

3. Service hours under this contract shall be:

<u>Monday – Thursday</u>	<u>6:20 a.m. – 1:00 a.m. (11:05 p.m. in summer)</u>
<u>Friday</u>	<u>6:20 a.m. – 10:30 p.m. (11:05 p.m. in summer)</u>
<u>Saturday</u>	<u>7:00 a.m. – 10:35 p.m. (10:00 p.m. in summer)</u>
<u>Sunday</u>	<u>8:30 a.m. – 11:45 p.m. (9:45 p.m. during the summer)</u>

A list of school and summer days will be provided to HIRTA at the beginning of each fiscal year, based on the current year's calendar.

4. Service provided by HIRTA shall be daily, advanced-reservation, demand responsive transportation within the City of Ames or ¾ (three-quarters) of a mile of the fixed routes (whichever is greater) providing door-to-door (not “through door” or “curb-to-curb”) service. While this service is for ADA eligible clients; members of the general public may use this service on a space available basis at the fully allocated cost per ride.
5. CyRide shall set fares and establish fare policy for DAR services. HIRTA will collect fares from clients based on fare policies received from CyRide. HIRTA will collect all appropriate cash fares, online payments, or ~~HIRTA Bucks (tickets)~~ CyRide tickets from passengers. Cash fares and online payments will be deducted from HIRTA's monthly invoice to CyRide and be listed separately on the invoice. All DAR fares are payable by cash (exact change only), online through the pay portal, or tickets prior to or at the time of boarding. Fares for these services shall be as follows:

ADA Eligible Passengers within the service area	\$2.00
ADA Eligible Passengers outside the service area	\$6.00
Personal Care Attendant	Free
Companions	\$2.00
General Public	\$18.00

These fares may change throughout the contract upon written notification by CyRide. Ticket and cash reconciliation will match total passengers with the various payment methods utilized to ensure accuracy of the revenue collected. HIRTA will report no-fare trips monthly (PCA's). HIRTA's bus operators will be familiar with and follow existing and future fare policies. HIRTA's fare processes are subject to monitoring and review by CyRide and/or full audit at any time.

HIRTA's employees that are charged with handling project funds, including passenger revenues must be bonded to levels appropriate for the amounts of funds handled.

6. Additional passenger transportation services may be provided on an incidental basis with no funding provided by CyRide under this contract. Such services may include after-hours transportation not-open-to-public for clients of HIRTA. It may also include charter services to other groups provided such are eligible under FTA charter rules. Such incidental services shall not exceed 20% of the total usage of any vehicle provided by HIRTA and shall be reported separately.
7. All services funded under this contract, and all uses made of the vehicle provided by CyRide shall be insured by HIRTA with the following coverage:
 - Commercial Automobile Liability - combined single limit \$2,000,000
 - Uninsured and Underinsured Motorist - \$1,000,000
 - Statutory Worker's Compensation as required by the State of Iowa

CyRide shall be named as an additional insured on the CGL and Auto policy.

On or before the effective date and thereafter during the contract term, HIRTA shall provide CyRide with current certificates of insurance, executed by a duly authorized representative of each insurer, as evidence of all insurance policies required under this Section. No insurance policy may be canceled, materially revised or non-renewed without at least 90 days prior written notice to CyRide; however, under no circumstance should HIRTA reduce the minimum coverage limits set forth above. Insurance must be maintained without lapse in coverage while the service agreement is in force. Insurance allowed to lapse or otherwise reduced below the minimum coverage limits without CyRide's consent shall be deemed an immediate default under a service contract.

8. DAR passenger reservations may be accepted seven (7) days a week, as follows:
Monday through Friday 7:~~30~~00 am to 4:~~30~~00 pm. Transportation requests after-hours will be honored if 24-hour advance notice is given (including voice mail requests). Calls received or left on voice mail after 4:~~03~~00 pm Friday through Sunday will be honored for the next DAR service day. Passengers may schedule transportation up to but not more than 14 days in advance.
9. CyRide follows ADA requirements and limits subscription trips to 50% of the total trips. Within this criterion, HIRTA may schedule trips in the most efficient manner possible.
10. HIRTA will provide trips to and/or from any location within CyRide's ADA service boundary during all hours that any CyRide fixed-route bus service is operating. ~~This area is generally described as the city limits weekdays until 7 pm, then west of the Skunk River after 7 pm and on weekends. Trips outside this service boundary~~

~~may be provided by the Contractor on a space available basis upon payment of a higher fare (see section B.5).~~

11. HIRTA may not impose trip prioritization procedures under this contract as defined by the Americans with Disabilities Act (ADA). Therefore, HIRTA will not impose any trip limits or trip purpose restrictions on passengers. HIRTA shall group DAR and non-DAR participants, when feasible.
12. CyRide extends twenty-one (21) days of ADA Paratransit eligibility per rolling twelve (12) month period to persons who present current certification of eligibility for ADA Paratransit services issued by another complementary Paratransit system. HIRTA will schedule visitor service to any person requesting a trip who asserts current certification, and HIRTA will visually verify and document that the visitor has required eligibility certification before providing service. Service beyond the twenty-one (21) day service eligibility will require CyRide eligibility certification, and a person may be denied service by HIRTA until such certification is completed.
13. A Personal Care Attendant (PCA) is a person who assists the eligible passenger either in leaving the trip origin, boarding and lighting from the vehicle, while traveling to or upon arrival at the destination, or whose assistance is required in completing the trip purpose. A PCA must board and disembark the DAR vehicle at the same times and locations of the eligible client. Each DAR client who has been certified through CyRide's eligibility determination processes who requires personal care levels of service in order to access or complete the purpose of their trip(s) is permitted to travel with one PCA. The PCA will not be charged a separate fare when serving in the capacity of a PCA. Family members can serve as PCA's.
14. Each ADA-eligible passenger can travel with at least one (1) companion. Additional companions can be served based on a space-available basis only. All companions must pay the full DAR fare and are counted as revenue passengers.
15. The following pick-up and drop-off procedures must be met:
 - If DAR arrives at/before the scheduled pickup window, the HIRTA operator will wait until at least five (5) minutes inside the window before proceeding to next pickup.
 - If the HIRTA operator arrives at the passenger's correct pickup location within or after the pickup window, the operator will wait a minimum of five minutes past the arrival time before leaving the pickup location.
 - HIRTA operators will not leave any pickup location without notifying the dispatcher and await the dispatcher's instructions.
 - The HIRTA operator will not leave the pickup location of a business without contacting the first point of reception within that business in an attempt to contact the client, as long as the vehicle can be properly secured.
 - Passengers who are not available for departure by the end of the applicable five (5) minutes wait time will be marked as "no show" at the door.

- DAR performance goals would include the following for FY~~2419~~ Dial-A-Ride trips and be re-evaluated annually, with mutual agreement by CyRide and HIRTA:
 - On-Time Performance - Shall average ~~90~~95% or better. All delayed or late pickups, including those caused by passenger error, driver error, weather, mechanical problems, and other operating conditions shall be included in this on-time performance.
 - Cost Per Passenger – Shall average \$~~16.00~~20.00 or less.
 - Passengers/Comment – Shall average 1,000 or more.
 - Passenger Rides Before/After Pickup Window – Shall be ~~400~~700 or less.
 - Passengers/Revenue Hour – Shall average ~~3.0~~1.5 or more.
 - Passenger Injuries – None.

16. The HIRTA operator shall contact the dispatcher at the time that any passenger’s time on board the vehicle exceeds forty-five (45) minutes. Dispatcher will provide directives to help expedite the completion of the passenger’s trip. HIRTA will provide a written report for any trip, including internal corrective action measures implemented, to prevent passengers experiencing future excessive travel time occurrences. No more than 5% of the ride times may exceed 45 minutes.

17. HIRTA shall not impose:

- Waiting lists for access to the service
- Any operational pattern or practice that significantly limits the availability of service to passengers such as, without limitation:
- Shortage of drivers or dispatchers
- Prioritization of passenger trips

HIRTA will provide 100 percent of all CyRide ADA-eligible trip requests. If compliance is not possible, HIRTA will contact CyRide to determine if the two organizations can work together to comply with these requirements.

18. A No-Show is defined as a trip where a passenger fails to notify HIRTA that they have elected to not make a trip when:

- The passenger is not at the designated point of pick-up.
- The passenger is not ready to travel from the designated pick-up within the 10 minute window as defined by 10 minutes prior to and after the negotiated pickup time (20 minutes in total).
- The passenger cancels the trip with less than one hours’ notice from the scheduled pick-up time.
- The passenger cancels at the door.

HIRTA may not charge the passenger for a No Show; however, CyRide will pay HIRTA \$57.00 per qualified No-Show trip, if identified on the required monthly report.

19. HIRTA will attempt to contact, via telephone, each customer when the scheduled pick-up time changes for any reason deemed necessary to smoothly operate door-to-door service in Ames. When HIRTA requires a change, as much advance notice as possible will be given to the customer.

C. Vehicle Responsibilities

1. Vehicle(s) for the provision of services described in this contract shall be supplied as follows:
 - a. From HIRTA any of the vehicles below could be used to provide DAR service:
Any Story County HIRTA vehicle in its inventory.

- b. From CyRide:

Vehicle #7654, 2017 Universal, Glaval, VIN #1FD4E4FS3HDC06585, or any substantially similar vehicle selected by CyRide if Vehicle #7654 becomes inoperable during the term of this agreement.

~~Vehicle #7655, 2014, MV1, Mobility Ventures, VIN #57WMD2A61EM101497~~

In addition to the ~~two~~ vehicles provided by CyRide, HIRTA will provide buses and/or vans to provide the remaining service required under this contract. All vehicles shall comply with ADA regulations. Vehicles will also comply with FTA and IDOT regulations that apply to complementary paratransit service. Vehicles will be maintained adequately, and the interior of the vehicles shall be thoroughly cleaned at least quarterly. Vehicle maintenance standards shall comply with FTA and IDOT regulations and CyRide's vehicle maintenance plan.

~~The MV1 vehicle is to be used by supervisory staff or additional drivers for unscheduled trips or scheduled trips to allow the system to operate on time and in an efficient manner.~~

2. The vehicles supplied by CyRide shall be utilized by HIRTA in provision of its daily service. HIRTA will combine DAR and other HIRTA passengers on CyRide's and HIRTA vehicles to efficiently schedule service within the community. It is recommended that the Iowa DOT's minimum annual mileage requirement for these vehicles be achieved, and it may be used for other transit system purposes.
 3. Vehicle operated by HIRTA must comply with current Iowa DOT vehicle signage requirements: Iowa Department of Transportation, Office of Public Transit Vehicle Signage Requirements Policy.

4. Responsibility for maintaining CyRide-owned vehicles and equipment, supplied for provision of services under this contract, in safe and presentable condition shall be as follows:
 - a. Maintenance cost born by HIRTA:
 Vehicle #7654, 2017 Universal, Glaval, VIN #1FD4E4FS3HDC06585, or its substitute as set forth in paragraph (C)(1)(b) above.
~~Vehicle #7655, 2014, MV1, Mobility Ventures, VIN #57WMD2A61EM101497~~
 - b. Maintenance Responsibility:
 HIRTA is responsible for maintaining /repairing vehicles #7654 ~~and #7655~~. HIRTA will send CyRide repair documentation upon receipt of this paperwork from their vendor and the vehicle's entire repair record every six months.
5. If HIRTA is short vehicles for DAR service, CyRide will work with HIRTA to provide vehicle(s) on a short-term basis so that DAR service can be uninterrupted.
6. The vehicles supplied by CyRide may not be used to provide exclusive school transportation.

D. Operations Responsibilities

1. Drivers for all transit services provided under this contract shall be employed by HIRTA unless service is subcontracted as set forth in Section N.
2. All drivers of transit-funded vehicles shall ~~be required to have either meet the following requirements: commercial driver's license or chauffeur's license and shall have passed a pre-employment drug test and be part of a random drug and alcohol testing pool.~~
 - a. Have and maintain either a valid commercial driver's license (CDL) or chauffeur's license.
 - b. Passed a pre-employment drug test and be part of a random drug and alcohol testing pool.
 - c. Shall not be listed on the Iowa Sex Offender Registry.
 - d. Shall not have more than three traffic convictions or accidents in the last three years.
 - e. Shall not have a record of OWI (operating while intoxicated), suspension, or revocation on their driving record within the last five years.
 - f. Shall not be former CyRide employees who have left employment involuntarily.
3. HIRTA shall establish a drug and alcohol testing program conforming to the rules of the Federal Transit Administration and shall require any transit service subcontractors to also have a testing program. No person may perform any safety-sensitive functions without being subject to testing under this program.

4. HIRTA shall establish and maintain an Agency Safety Plan conforming to all applicable requirements of the Federal Transit Administration's Public Transportation Agency Safety Plan rule 49 CFR Part 673.
5. HIRTA shall provide scheduling and dispatching support.
6. Training of operational personnel shall be provided by HIRTA and shall consist of Passenger Assistance Training, winter weather driving and other safety training. HIRTA will document employee training and maintain a permanent training file.

E. Other HIRTA Responsibilities

1. HIRTA shall serve as an independent contractor.
2. HIRTA shall maintain accounting and records for all services rendered and shall assure that all persons handling project funds, including passenger revenues, are bonded to levels appropriate for the amounts of funds handled.
3. By the 15th of the month, HIRTA shall provide to CyRide a monthly billing for services rendered in the previous month including a report of units of service provided and revenues credited toward the service from passengers and from other sources.
4. HIRTA shall secure an annual independent audit of its transportation program including services provided under this contract and shall provide a copy of the audit report to CyRide. A copy of the audit must be submitted to CyRide no later than May 1 of the following year.
5. With 24 hours' notice, HIRTA shall permit inspection of its vehicles, services, books, and records by CyRide or agencies providing funding to CyRide upon the request of CyRide. HIRTA will retain all records required by the Federal Transit Administration per their regulations and DAR manifests for a two (2) year period.
6. HIRTA shall accept all risk and indemnify and hold CyRide harmless from all losses, damage, claims, demands, liabilities, suits, or proceedings, including court costs, attorney's and witness' fees relating to loss or damage to property or to injury or death of any person arising out of the acts or omissions of HIRTA or its employees or agents.
7. HIRTA shall notify CyRide in the event of any unavoidable interruption or delay in service.
8. HIRTA shall notify CyRide of any incidents relating to passengers served under this contract.

9. HIRTA shall comply with all applicable state and federal laws, including but not limited to FTA charter rule, drug and alcohol testing, student transportation rules, motor carrier registration, equal employment opportunity laws, affirmative action laws, nondiscrimination laws, Title VI laws, traffic laws, motor vehicle equipment laws, confidentiality laws, and freedom of information laws.
10. HIRTA shall participate, as possible, on the Ames Transportation Collaboration Committee sponsored by the Story County United Way of Iowa and shall supply such information as is necessary for preparation of the annual Passenger Transportation Plan.
11. HIRTA will assist CyRide with an annual DAR passenger survey to determine customer satisfaction with the service or other means chosen to gather satisfaction with service under this contract. HIRTA will also review the results with CyRide to determine if there are opportunities to improve service to its passengers.
12. HIRTA will maintain the confidentiality of all information regarding DAR passengers. This information will be divulged only as necessary for purposes directly related to performing services for the DAR program unless expressed written permission by the passenger or CyRide is received.
13. HIRTA will notify CyRide within 24 hours of any changes in office/management staffing if it directly relates to DAR services.

F. Other CyRide Responsibilities

1. CyRide shall provide operational subsidies for ADA public transit services under the terms identified in this contract.
2. CyRide shall, based on information supplied by HIRTA, and its own records, prepare all required reports to the Iowa Department of Transportation, Office of Public Transit regarding Dial-A-Ride service provided by HIRTA.
3. CyRide shall accept all risk and indemnify and hold HIRTA harmless from all losses, damage, claims, demands, liabilities, suits, or proceedings, including court costs, attorney's and witness' fees relating to loss or damage to property or to injury or death of any person caused directly by the acts or omissions of CyRide or its employees or agents.
4. CyRide shall disseminate and advertise the availability of service provided under this contract, including route changes, setting fares, and reservations.
5. CyRide shall replace the vehicles leased to HIRTA for DAR service, at its expense, whenever sufficient federal funding is available to replace the vehicle.

~~6. CyRide will serve as a Pass Sales Outlet for HIRTA Bucks (tickets) on consignment. CyRide will pay for the tickets sold based on an invoice prepared by HIRTA.~~

G. Compensation

1. Operating costs for services under this contract are as follows for July 1, 20~~18~~²³ – June 30, 20~~19~~²⁶:
 - Weekday Trips from beginning of service until 6 pm = \$~~15.02~~^{9.29} per trip
 - Weeknight service after 6 pm, Saturday and Sunday = \$~~49.83~~^{51.38} per hour

If this contract is extended for a second and third year, a modified rate request will be submitted by HIRTA to CyRide by January 1st of each year, for the next fiscal year.

2. If fuel prices exceed \$3.50 per gallon, a fuel surcharge may be added to the monthly billing to reflect increased fuel expenses incurred. The fuel surcharge rate is as follows:

The average gasoline price for the month will be taken from the National Fuel Index located at www.eia.gov (Midwest PADD2, regular, conventional area) and the monthly billing adjusted as follows on the next page:

Fuel Price Range	Percent Increase to Total Monthly Charge
\$3.50 to \$3.80	1%
\$3.81 to \$4.05	2%
\$4.06 to \$4.30	3%
\$4.31 to \$4.55	4%
\$4.56 to \$4.80	5%
\$4.81 to \$5.05	6%
\$5.06 to \$5.30	7%

3. Funding for this DAR contract is obtained from the federal 5310 program and CyRide local dollars. If there is a federal funding shortfall, CyRide’s local budget will replace lost revenue. CyRide’s annual budget will include the required funding for services provided by HIRTA under this contract.
4. All passenger revenues shall be deducted from the monthly billing and identified separately.
5. The costs of services under this contract identified in G.1., above, are based upon assumptions concerning costs of supplies and the existence of other transit service contracts. Should circumstances change to significantly increase costs of service

under this contract, the rate of compensation may/shall be subject to renegotiation.

6. Subsidy payments for public transit services under this contract shall be on a reimbursement basis and shall be distributed to HIRTA within 30 days of receipt of billing and required report data under H.2 and H.3. Payment will be delayed until required reporting is submitted.

H. Reporting

1. On a weekly basis, HIRTA will provide CyRide with weekly mileage on leased vehicles #7654 and #7655 to CyRide's Maintenance Coordinator by emailing this information to: ~~James Rendall~~ Clint Hertz, chertz@cyride.com. This will allow CyRide to assist with timing for maintenance on these vehicles.
2. The following items shall be reported by HIRTA to CyRide with each billing statement:
 - # of passenger by type of fare (including No Shows and PCA's)
 - Revenue hours operated
 - Revenue miles operated
 - On time performance
 - Telephone response rate to include: average wait time, total number of telephone calls
 - Record of name and dates for each ADA eligible rider, including No Show and passengers riding with a PCA.
 - Invoice for service
 - Summary of passenger complaints and their resolution.
 - Daily manifest to include:
 - Passenger Name
 - Pick up address
 - Drop off address
 - Requested time
 - Scheduled time
 - Actual pick up
 - Total miles
 - Total minutes
 - No Shows
 - Will Calls
 - Trip denials & reasons
 - Vehicle inspection reports
3. a. Within 15 days after the end of each fiscal quarter HIRTA shall furnish the following information concerning DAR transportation services provided during the preceding quarter under this contract:
Total Rides
Rides by nondisabled elderly persons

Rides by disabled elderly persons
Rides by nonelderly disabled persons
Total Vehicle Miles
Total Revenue Miles
Total Passenger Revenue
Total Contract Revenue
Total Local Tax Support
Total STA (requested)
Total Federal Transit Assistance (requested)
Total Other Revenues

- b. Within 15 days after the end of each fiscal quarter HIRTA shall furnish information similar to that required in H.2.a. for any incidental services provided during the preceding quarter under the terms of B.7., above.
 - c. Within 15 days after the end of each fiscal quarter, if charter services have been provided, HIRTA must provide a report of each charter trip including all information specified in FTA Charter Rule.
4. Within 30 days after the end of the state fiscal year (June 30) HIRTA shall provide to CyRide a separate year-end summary of the data requested under H.2. for public services provided and for incidental services provided and shall show the total surplus/shortfall for each.
 5. By February 1st of each year, HIRTA shall provide CyRide with the following reports on the prior calendar year's results of its drug and alcohol testing program per FTA requirements.
 - MIS Report
 - Investigative reports from employee & contractors D & A flawed procedures
 - Detailed explanation of cancelled D & A tests

By November 15, ~~2019~~2023, HIRTA shall provide the Log of Supervisor's Reasonable Suspicion Training (60 minutes each for drugs and alcohol) and the Contractor's Monitoring Checklist documentation to CyRide for the past three year period, which includes the following:

- Record Keeping Procedures
- Custody & Control Forms (CCF) filled out accuracy/legibility
- Documentation CCF errors to ensure re-training of MRO's BAT, Collectors, etc.
- Review Policy requirements per 49 CFR Part 655
- Submit most recent copy of Drug & Alcohol policy to CyRide

A copy of HIRTA's drug and alcohol testing policy shall be provided to CyRide for review. HIRTA shall report to CyRide's Assistant Director of Operations any non-negative test result and any situation where tests have not been administered to an employee selected for random testing.

6. The following items shall be reported to CyRide within 24 hours of the following incidents:
 - Accidents involving vehicle owned by CyRide
 - Incidents involving DAR passengers carried under this contract
 - Cancellations or significant delays in DAR services provided under this contract
 - Emergency use of subcontractors to avoid service interruptions
7. Within 30 days after the end of the state fiscal year (June 30), HIRTA shall provide a copy of the year-end inventory of listed buses for use in CyRide's National Transit Database report.

I. FTA Clauses

HIRTA shall be in conformance with current FTA contract provisions included in Appendix A and comply with regulations included in FTA's Master Agreement https://www.transit.dot.gov/sites/fta.dot.gov/files/2022-11/FTA-Master-Agreement-v30-2022-11-02_0.pdf<https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-master-agreement-fiscal-year-2018>, as amended that applies to purchase of service contracts.

J. Entire Agreement

This contract contains the entire operating agreement between HIRTA and CyRide regarding DAR service. There are no other agreements or understandings, written or verbal that shall take precedence over the items contained herein unless made a part of this contract by amendment procedure.

K. Amendments

Any changes to this contract must be in writing and be mutually agreed upon by both HIRTA and CyRide.

L. Termination and Suspension

Cancellation or suspension of this contract may be initiated by either party through written notice to the other party with at least 90-days notice prior to the date of cancellation or suspension. All financial obligations of CyRide to HIRTA under this Contract end as of the date of cancellation.

M. Saving Clause

Should any provision of this contract be deemed unenforceable by a court of law, all other provisions shall remain in effect.

N. Assignability and Subcontracting

1. This contract is not assignable to any other party without the express written approval of HIRTA and CyRide.

2. No part of the transportation services described in this contract may be subcontracted by HIRTA without the express written approval of CyRide.
3. Notwithstanding the provisions in N.1., above, it is hereby agreed that HIRTA may under emergency circumstances temporarily subcontract any portion of the service if it is deemed necessary by HIRTA to avoid a service interruption. CyRide shall be notified, in advance if possible, each time this provision is invoked.

ADOPTED BY THE PARTIES AS WITNESSED AND DATED BELOW.

For HIRTA:

For City of Ames d/b/a CyRide:

Phil Clifton
HIRTA Board Chair

~~Liz Jeffrey~~
Board of Trustees President

Date:

Date:

APPENDIX A FTA Clauses

The following required contract clauses are hereby incorporated into the agreement between the HIRTA (Contractor) and Ames Transit Agency (Recipient/Purchaser).

Program Fraud and False or Fraudulent Statements or Related Acts

HIRTA acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, HIRTA certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, HIRTA further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on HIRTA to the extent the Federal Government deems appropriate.

HIRTA also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on HIRTA, to the extent the Federal Government deems appropriate.

HIRTA agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records and Reports

- a. **Record Retention.** HIRTA will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- b. **Retention Period.** HIRTA agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. HIRTA shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. **Access to Records.** HIRTA agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. **Access to the Sites of Performance.** HIRTA agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-master-agreement-fiscal-year-2018>, as amended between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Civil Rights Laws and Regulations

The following Federal Civil Rights laws and regulations apply to HIRTA and its subcontractors under this Contract.

1. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a. **Nondiscrimination in Federal Public Transportation Programs.** 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b. **Prohibition against Employment Discrimination.** Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.* and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3. Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 *et seq.*, and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 *et seq.*, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public

services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

HIRTA shall be an Equal Opportunity Employer. As such, HIRTA and its subcontractors agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, HIRTA and its subcontractors agree to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Contract, HIRTA shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, HIRTA agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, HIRTA agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, HIRTA agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. HIRTA agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, HIRTA agrees that it will not discriminate against individuals on

the basis of disability. In addition, HIRTA agrees to comply with any implementing requirements FTA may issue.

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. CyRide's overall goal for DBE participation is **0.03 %**. A separate goal for DBE participation has not been established for this Contract as there are no subcontracting opportunities.

b. HIRTA or its subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. HIRTA shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by HIRTA to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as CyRide deems appropriate, which may include but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

Each subcontract HIRTA signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Ames Transit Agency. **Ames Transit Agency declines to hold retainage from the prime contractor and prohibits prime contractors from holding retainage from subcontractors.** Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Ames/Ames Transit Agency. This clause applies to both DBE and non-DBE subcontracts.

The Ames Transit Agency has established the following mechanisms to monitor and enforce that prompt payment and return of retainage is in fact occurring.

1. Ames Transit Agency requires prime contractors (in sub-contracts in excess of \$10,000), to provide subcontractors with all contract provisions, including the prompt payment provision. Essentially, ensuring that subcontractors are knowledgeable of the prompt payment requirement.
2. Because our contract requires prompt payment by the prime contractor to the subcontractor, the subcontractor is entitled to prompt payment. Because subcontractors will be aware of this right, and it is in their greatest financial interest to assure that this right is respected, we believe it is reasonable to expect that subcontractors not receiving prompt payment will contact Ames Transit Agency.
3. If Ames Transit Agency is contacted by a subcontractor regarding possible violation of the prompt payment clause by the prime contractor we will make inquiries to the prime contractor. Depending on the response from the prime contractor, Ames Transit Agency may implement the sanctions/consequences listed in the above section.

If prompt payment is NOT made, then the Ames Transit Agency may enforce the following sanctions:

1. Requiring documentation of all payment to subcontractors for all previous payments from Ames Transit Agency to the prime contractor before any future payments from Ames Transit Agency to the prime contractor are made.
2. Termination of contract for Default. This termination clause is included in all DOT-assisted contracts.
3. Disqualifying the prime contractor from future bidding as non-responsible

e. The contractor must promptly notify Ames Transit Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. These good faith efforts shall be documented by the contractor. If the recipient requests documentation under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and the recipient shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate (non-DBE firm or with another DBE firm) without prior written consent of Ames Transit Agency.

Ames Transit Agency/City of Ames may provide written consent that the prime contractor has good cause to terminate a DBE firm, under the following circumstances:

- (i) The listed DBE subcontractor fails or refuses to execute a written contract;
- (ii) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (iii) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
- (iv) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (v) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- (vi) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (vi) The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal;
- (vii) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (viii) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (ix) Other documented good cause that you determine compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work

for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

No Government Obligation to Third Parties

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

Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Ames Transit Agency requests which would cause Ames Transit Agency to be in violation of the FTA terms and conditions.

Termination

Termination for Convenience (Professional or Transit Service Contracts)

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

Termination for Default (Transportation Services)

If the HIRTA fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if HIRTA fails to comply with any other provisions of this contract, CyRide may terminate this contract for default. CyRide shall terminate by delivering to the HIRTA a Notice of Termination specifying the nature of default. HIRTA will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the HIRTA has possession of CyRide's goods, the HIRTA shall, upon direction of CyRide, protect and preserve the goods until surrendered to CyRide or its agent. HIRTA and CyRide shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the HIRTA was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of CyRide.

Opportunity to Cure (General Provision)

CyRide, in its sole discretion may, in the case of a termination for breach or default, allow the HIRTA [10 days] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If HIRTA fails to remedy to CyRide's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by HIRTA of written notice from CyRide setting forth the nature of said breach or default, CyRide shall have the right to terminate the contract without any further obligation to HIRTA. Any such termination for default shall not in any way operate to preclude CyRide from also pursuing all available remedies against HIRTA and its sureties for said breach or default.

Waiver of Remedies for any Breach

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

Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Clean Air Act and Federal Water Pollution Control Act

The Contractor agrees:

1. It will not use any violating facilities;
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
3. It will report violations of use of prohibited facilities to FTA; and
4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

Violation and Breach of Contract

Rights and Remedies of the AGENCY

CyRide shall have the following rights in the event that CyRide deems the HIRTA guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the HIRTA, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include any nonperformance the service, of Contract sections or Federal Requirements.

Rights and Remedies of HIRTA

Inasmuch as the HIRTA can be adequately compensated by money damages for any breach of this Contract, which may be committed by CyRide, the HIRTA expressly agrees that no default, act or omission of the CyRide shall constitute a material breach of this Contract, entitling HIRTA to cancel or rescind the Contract (unless the CyRide directs HIRTA to do so) or to suspend or abandon performance.

Remedies

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

Disputes

Example 1: Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of CyRide's Transit Director. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the HIRTA mails or otherwise furnishes a written appeal to the Transit Director. In connection with any such appeal, the HIRTA shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Transit Director shall be binding upon the HIRTA and the HIRTA shall abide by the decision.

Example 2: CyRide and the HIRTA intend to resolve all disputes under this Contract to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the CyRide and the HIRTA's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the CyRide's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by CyRide, HIRTA shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

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

Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by CyRide or HIRTA shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Government-Wide Debarment & Suspension

HIRTA shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to this Contract. As such, HIRTA shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

HIRTA certifies as follows:

The certification in this clause is a material representation of fact relied upon by CyRide. If it is later determined by CyRide that HIRTA knowingly rendered an erroneous certification, in addition to remedies available to CyRide, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The HIRTA agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of this Contract. HIRTA further agrees to include a provision requiring such compliance in any subcontracts.

Charter Bus

HIRTA agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

HIRTA agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

School Bus

HIRTA agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If HIRTA violates this School Bus Agreement, FTA may:

1. Bar the HIRTA from receiving Federal assistance for public transportation; or
2. Require the HIRTA to take such remedial measures as FTA considers appropriate.

HIRTA should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

Substance Abuse Requirements

HIRTA agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. parts 655 and 49 CFR Part 40 for testing, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the Iowa DOT or CyRide, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. HIRTA agrees further to certify annually its compliance with parts 655 90 days after the C & A's are placed in the Federal Register regulations and to submit the Management Information System (MIS) reports before by February 1st to CyRide's Assistant Director of Operations. To certify

compliance, HIRA shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the *Federal Register*.

Program Fraud and False or Fraudulent Statements or Related Acts

HIRTA acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Contract. HIRTA certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, HIRTA further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on HIRTA to the extent the Federal Government deems appropriate.

HIRTA also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on HIRTA, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Public Transportation Employee Protective Agreements

HIRTA agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. **U.S. DOL Certification.** Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. **Special Warranty.** When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
3. **Special Arrangements.** The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.

§ 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, HIRTA agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. HIRTA agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

Recycled Products

HIRTA agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

Safe Operation of Motor Vehicles

Seat Belt Use

HIRTA is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by HIRTA or CyRide.

Distracted Driving

HIRTA agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle HIRTA owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

Privacy Act

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Lobbying

HIRTA certifies, to the best of its knowledge and belief, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

_____ Signature of Contractor's Authorized Official
_____ Name and Title of Contractor's Authorized Official
_____ Date

May 18, 2023

State Grant and Public Transit Infrastructure Grant (PTIG) Applications

CyRide Resource: Shari Atwood

BACKGROUND:

CyRide annually submits grant applications to the Iowa Department of Transportation (Iowa DOT) to support operating and capital needs for the transit system. The following summarizes the proposed applications to be submitted by June 1, 2023, for funding during the FY 2024 budget year, subject to Transit Board approval.

OPERATING	Funding Type	State / Fed %	Total	State / Federal	Local
State Transit Assistance ¹	STA	-	\$1,027,333	\$1,027,333	\$0
Dial-A-Ride - ADA Service Contract with HIRTA	5310	80%	\$280,000	\$224,000	\$56,000
Assistance for Vehicle Annunciator Annual Service Fees	5310	80%	\$124,016	\$99,213	\$24,803
Subtotal Operating			\$1,431,349	\$1,350,546	\$80,803

CAPITAL	Funding Type	State / Fed %	Total	State / Federal	Local
Signage (Infotainment) in Buses for Annunciators	5310	80%	\$56,183	\$44,946	\$11,237
Bus Stop Shelters	5310	80%	\$70,000	\$56,000	\$14,000
8 - 40' Heavy-duty Replacement Diesel Buses	5339	85%	\$4,733,928	\$4,023,838	\$710,089
Fire Suppression System	PTIG	80%	\$500,000	\$400,000	\$100,000
Subtotal Capital			\$5,360,111	\$4,524,784	\$835,326

Total State Grant Application			\$6,791,460	\$5,875,330	\$916,129
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State Transit Assistance (STA): The State Transit Assistance (STA) funding of \$1,027,333 is assured funding with no local match requirement. This formula funding is provided by approximately \$17.1 million in vehicle registration fees and is available to all transit systems in the state. CyRide's FY 2024 budget estimated \$800,000 in revenues from this source, as this figure can fluctuate throughout the year based on car sales.

¹ Estimate based on 6.02% of available STA funding for fixed route operations.

Elderly and Disabled Section 5310 Funding: CyRide will receive \$424,159 in Section 5310 federal funding. About half of this funding will be utilized to provide Dial-A-Ride services. The remaining funding will be allocated to bus shelters, infotainment bus signage, and annual service fees to support the vehicle location & annunciator systems. Overall, the Section 5310 funding has increased by 49% from the FY 2022 allocation of \$284,772 as a direct result of increases to formula funding within the Infrastructure Investment and Jobs Act (IIJA).

The requests for Section 5310 funding are as follows:

- **Dial-A-Ride:** This funding will support CyRide's ADA service contract with HIRTA for FY 2024 as a traditional project for Section 5310 funding. Expenses for the first six months of FY 2023 for Dial-A-Ride have averaged approximately \$22,654 per month. Therefore, CyRide recommends increasing the grant request and budget for FY 2024 to \$280,000 (\$224,000 federal) for FY 2024 to accommodate these ridership increases in this program.
- **Automatic Vehicle Locator/Automatic Vehicle Annunciator (AVL/AVA) Annual Service Fees:** CyRide will continue to request annual automatic vehicle location, annunciator licensing, and automatic passenger counter maintenance fees as a non-traditional project for Section 5310 funding. The overall costs for these service fees are currently contained in the operating budget at \$95,000 per year, which will instead be supported with 80% federal funding through Section 5310. The costs paid in 2022 were \$107,840. CyRide estimates these costs will rise approximately 15% by 2024 to \$124,016 total (\$99,213 federal) and has increased the grant request as a result.
- **Signage Added to Bus Interiors (Infotainment) Displaying Arrival Predictions:** More prominent signage will be added to some buses to provide a visual display of approaching stops, combined with the existing automatic voice annunciators, which will allow all passengers to navigate the system better. This equipment will also enable periodic advertising on equipped buses. CyRide has requested \$134,953 (\$107,962 federal) in past two state applications (2022 & 2023), which is currently programmed in the FY 2023 Capital Improvement Plan. Due to the large increase in 5310 funding CyRide is recommending increasing the infotainment budget by an additional \$56,183 (\$44,946 federal) in FY 2024, bringing the total project budget to \$191,136.
- **Shelters:** CyRide will add two additional bus shelters in FY 2024, with one at Mortensen Road and Seagrave Boulevard Eastbound on the #12 Lilac bus route and another at Mortensen Road and Lawrence Avenue Eastbound on the #11 Cherry bus route. This follows the CyRide Bus Stop and Shelter Design plan that has been recently updated. Large concrete pads have been poured in both these areas and await the new style shelters. CyRide has submitted requests for National Environmental Policy Act (NEPA) and National Historic Preservation Act (Section 106) approvals from the Federal Transit Administration and is awaiting concurrence. The CIP has \$60,000 programmed for bus shelter improvements. CyRide will be rebidding the shelter procurement this year and estimates the cost of shelters will likely increase by \$10,000 (\$8,000 federal). Therefore, CyRide recommends requesting \$70,000 (\$56,000 federal) for FY 2024.

Section 5339 or Public Transit Management System (PTMS)/ICAAP Funding: Section 5339 funding for eight forty-foot heavy-duty buses is only partially included in the CIP, as funding received from the State of Iowa for bus replacements is competitively awarded. CyRide will not be informed if its buses are selected until the end of FY 2024. Buses can be federally funded at 80% (ICAAP) or 85% (Section 5339), depending on the type of funds available. Requesting replacement of CyRide's oldest and most utilized buses is anticipated to provide two or three buses for replacement through this process.

With significant apportionment increases in the Infrastructure Investment and Jobs Act (IIJA), there is a possibility that the Iowa DOT will fund more buses than in previous years. Requesting more buses than what is included in the CIP will not obligate CyRide to accept more vehicles than planned. Prior to any buses being purchased, an item would be brought to the Transit Board for consideration detailing the number of vehicles to buy and the local funding to be used in the acquisition. CyRide has approximately \$2.7 million in local match set aside in the capital plan for funding buses through the PTMS process. Programming guidance from the Iowa DOT now has diesel buses priced at \$591,741 per bus (\$502,980 federal, \$88,761 local).

Public Transit Infrastructure Grants (PTIG) Funding: Public Transit Infrastructure Grant (PTIG) projects are competitively selected at the state level. CyRide will be notified of selection decisions during FY 2024, with any work beginning in summer 2024. Typically, public transit receives approximately \$1.5 million for PTIG projects statewide, and each transit agency may receive up to 40% of the overall allocation. The State reduced PTIG funding this year to \$1.0 million; therefore, CyRide may receive \$500,000 total; \$400,000 in PTIG this year for a project. The PTIG funding is supported by the Rebuild Iowa Infrastructure Fund (RIIF), which comes primarily from gaming revenues.

CyRide is requesting funding for phase one of fire mitigation building improvements for lanes 1 and 2 of the facility to mitigate and contain any fires that might occur in this area. Current water application density rates are not adequate for battery storage areas. With the battery electric buses parked in this area, fire mitigation needs to be altered to accommodate the new hazards. Lanes 1 & 2 were built in 2005, over 18 years ago. This project includes the following improvements within lanes 1 and 2 of CyRide's facility:

- Upgrade the existing sprinkler heads to double the water application density rate. This phase 1 request for PTIG funding will support sprinkler replacement for one-third of lanes 1 and 2. Due to cost limitations, CyRide intends to request a phase 2 project next year for the other two-thirds of these lanes and a new connection to the City of Ames water main to support expanded flow rates of the new sprinklers. (i.e., 8" Tie-in from nearest 8" water main.)
- Add a 3-hour coiling garage fire door at the west entrance of lanes one and two that will automatically deploy/close when a fire is detected in these lanes.
- Replace existing rated hollow metal person doors with 3-hour doors to mitigate any fires from spreading throughout the facility.

PTIG funding is currently included in CyRide's FY 2025 CIP at \$750,000 total (\$600,000 federal; \$150,000 local).

A public hearing was held on Monday, May 15, 2023, at 10:00 a.m. to discuss this application with the community. No written or oral comments about these projects were received during the public meeting.

ALTERNATIVES:

1. Approve the FY 2024 State Grant and Public Transit Infrastructure Grant (PTIG) applications as presented.
2. Modify the FY 2024 State Grant Application based on Transit Board priorities.
3. Reject the grant application and do not submit a state funding request for FY 2024.

RECOMMENDATION:

The Transit Director recommends approval of Alternative #1, to submit operating and capital grant applications to the Iowa DOT. These applications support transit services in the Ames community and lower the overall local commitment to identified projects.

CyRide Capital - FY22 to FY28

		FY22	FY23	FY24	FY25	FY26	FY27	FY28
		Actual	Budget w/ CO's					
Capital								
Beginning Balance		\$ 2,627,314	\$ 2,600,354	\$ 1,329,883	\$ 816,505	\$ 842,571	\$ 582,556	\$ 388,361
State/Federal Building	80%							
PTIG Building	80%	\$ 396,115	\$ 304,753	\$ 581,566	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000
State/Federal Bus (60' Bus)(FY22)		\$ 463,723	\$ 410,426	\$ 966,874	\$ -			
State/Federal Bus (40' Bus)(FY22)			\$ 3,483,119					
State/Federal Bus (40' Bus)(FY23)	80%	\$ 1,556,893	\$ 879,946	\$ -	\$ 1,306,138	\$ 1,332,260	\$ 905,937	\$ 462,028
State/Federal Bus (40' Bus)(FY24)				\$ 3,037,100				
STBG Money		\$ 178,338	\$ 271,662	\$ 450,000	\$ -	\$ 225,000	\$ 225,000	
State/Federal Bus	85%							
VW Award Money		\$ -	\$ 890,000					
State/Federal BEB (FY21)		\$ 17,111	\$ 1,643,069					
State/Federal BEB (FY23)			\$ 2,502,489			\$ 439,450	\$ 439,450	\$ 439,450
State/Federal BEB (FY24)				\$ 2,218,500				
State/Federal Minibuses (FY22)	85%	\$ 548,659	\$ 249,917					
State/Federal Minibuses (FY23 HIRTA)	85%		\$ 135,372					
State/Federal Bus Stops	80%	\$ -	\$ -	\$ 48,000	\$ 48,000	\$ 48,000	\$ 48,000	\$ 48,000
State/Federal Annunciators - LED	80%	\$ 101,376	\$ -	\$ -				
State/Federal Annunciators - APC		\$ 432,021	\$ 37,016					
LED - Signage Infotainment		\$ -	\$ 72,255					
Infotainment (FY22)			\$ 35,707					
ISU Parking		\$ 17,000	\$ 17,000	\$ 17,000	\$ 17,000	\$ 17,000	\$ 17,000	\$ 17,000
Interest		\$ (30,018)	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000
Capital Transfer		\$ 5,401,961	\$ 3,400,000	\$ 1,362,125	\$ 800,000	\$ 800,000	\$ 800,000	\$ 800,000
Capital Revenues		\$ 9,083,179	\$ 14,339,731	\$ 8,688,165	\$ 2,778,138	\$ 3,468,710	\$ 3,042,387	\$ 2,373,478

		FY22	FY23	FY24	FY25	FY26	FY27	FY28
Total Available		\$ 11,710,493	\$ 16,940,085	\$ 10,018,048	\$ 3,594,643	\$ 4,311,281	\$ 3,624,943	\$ 2,761,839
	Grants							
Interior Improvement Project		\$ 8,203						
HVAC Replacement (Phase 1)	PTIG							
HVAC Replacement (Phase 2)	PTIG	\$ 495,144						
HVAC Replacement (Phase 3)	PTIG		\$ 380,941					
Shop Expansion	PTIG			\$ 750,000				
Building Fire Suppression (BEB)					\$ 750,000			
Fueling System Upgrade (Spill Free)	PTIG					\$ 750,000		
Facility Expansion	PTIG						\$ 750,000	\$ 750,000
Articulated Bus (Grants)		\$ 802,576	\$ 908,328	\$ 1,700,000	\$ -			
Bus (Grants) BEB (FY21)		\$ 21,706	\$ 2,354,055					
Bus (Grants) BEB (FY23)			\$ 2,964,986			\$ 1,019,000	\$ 1,059,760	\$ 1,102,150
Bus (Grants) BEB (FY24)				\$ 2,610,000				
Bus (Grants) 40' Buses (FY22)			\$ 4,104,256					
Bus (Grants) 40' Buses (FY23)		\$ 1,938,179	\$ 1,035,230	\$ -	\$ 1,632,672	\$ 1,665,326	\$ 1,132,421	\$ 577,535
Bus (Grants) 40' Buses (FY24)				\$ 3,717,143				
Bus (Grants) Minibuses (FY22)		\$ 646,783	\$ 341,582					
		5 Large Buses Tot. * 1 ARTIC (7130) *4-40' HD BUSES (7117, 7133, 7124 & 762/785 Lilac EXP) *6 Minibus (333-338)	16 Large Buses Tot. *5-40' BEB BUSES (778, 779, 501, 503, 504) *10- 40' HD BUSES (7132, 7123, 7125, 958, 956, 955, 957,1140,953, 954) *1-Artic (1141) *2-Minibuses (390,391)	12 Large Buses Tot. * 2 ARTIC's(952, 502) *7-40' HD BUSES(9072, 9074, 9077, 9071, 9075, 9073, 9076) *3 BEB BUSES (949, 950, 951)	3 Large Buses Tot. *3-40' HD BUSES (9070, ?, ?)	4 Large Buses Tot. * 1 BEB *3-40' HD BUSES	3 Large Buses Tot. * 1 BEB * 2-40' HD BUSES	2 Large Buses Tot. * 1 BEB * 1-40' HD BUSES
HIRTA Bus	5310		\$ 159,261					
Bus Stop Shelters	5310	\$ -		\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000
Annunciators / AVL - LED Signage	5310	\$ 127,627						
LED Signage - Infotainment	5310	\$ -	\$ 90,319					
Infotainment (FY22)			\$ 44,634					
APC Project	5312	\$ 484,255	\$ 41,128					
Facility Improvements - Exterior		\$ -	\$ 75,000					
Facility Improvements - Interior			\$ 50,000					
AVL Replacement (Local)		\$ -	\$ 100,000					
Bus Technology		\$ 42,686	\$ 157,314	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Support Vehicle		\$ -	\$ 70,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000
			Terrain (Red 2015)	Fusion (2016)	Escape (2017)			
Shop Trucks								
Shop Equipment		\$ 38,167	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Computers/Office Equip.		\$ 5,850	\$ 40,618	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400
Concrete		\$ -	\$ 80,000	\$ 40,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
Concrete (Bus Stops)		\$ -	\$ 25,000		\$ 25,000			\$ 35,000
A&E Services		\$ 36,663	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Security System (Building)		\$ -	\$ 200,000					
Maint. Software		\$ -	\$ 100,000					
Safety Software		\$ 8,699						
Demand Response Mgmt Software			\$ 50,000					
Protection Rails (Articulated Buses)		\$ -	\$ 75,000					
Facility Technology		\$ -	\$ 62,550					
Cooling Tower Loop				\$ 50,000				
Auxiliary Heaters (buses)				\$ 50,000	\$ 50,000			
EV Level 10 Charger				\$ 20,000				
BEB Battery Replacement		\$ -						
Capital Expenses		\$ 4,656,538	\$ 13,610,202	\$ 9,201,543	\$ 2,752,072	\$ 3,728,726	\$ 3,236,581	\$ 2,759,085
Ending Balance		\$ 7,053,955	\$ 3,329,883	\$ 816,505	\$ 842,571	\$ 582,556	\$ 388,361	\$ 2,754
Facility Expansion Local Match		\$ 1,715,166	\$ 1,000,000					
BEB Local Match (Up to 10 Vehicles)		\$ 1,000,000						
40' Bus Local Match		\$ 1,738,435	\$ 1,000,000					
Balance without Bus Replacement and Building Fund		\$ 2,600,354	\$ 1,329,883	\$ 816,505	\$ 842,571	\$ 582,556	\$ 388,361	\$ 2,754

Authorizing Resolution

We, hereby, authorize Barbara Neal
(Name of Authorized Signatory)

on behalf of Ames Transit Agency (CyRide)
(Legal Name of Applicant)

to apply for financial assistance as noted below and to enter into related contract(s) with the Iowa Department of Transportation.

From the State Transit Assistance Program:

6.01734321 % of formula funds;
\$ 0 of Special Project funds

From federal funds for transit in non-urbanized areas and/or for transit serving primarily elderly persons and person with disabilities:

\$ 424,159

From statewide federal capital assistance for transit:

\$ 4,023,839

We understand acceptance of federal transit assistance involves an agreement to comply with certain labor protection provisions.

We certify that Ames Transit Agency (CyRide)
(Legal Name of Applicant)

has sufficient non-federal funds to provide required local match for capital projects and at time of delivery will have the funds to operate and maintain vehicles and equipment purchased under this project.

We request that State Transit Assistance formula funding be advanced as allowed by law, to improve transit system cash flow.

Adopted the 18 day of May, 2023

Name: Ames Transit Agency (CyRide)
(Applicant's Governing Body)

By: _____
(Signature of Chief Executive Officer) (Printed Name of Chief Executive Officer)

Title: President, Ames Transit Agency Board of Trustees

Address: 601 N. University Blvd.; Ames, IA 50010

Telephone: 515-292-1100 E-mail Address: _____
(E-mail Address of Chief Executive Officer)

Public Transit Infrastructure Authorizing Resolution

We, hereby, authorize Barbara Neal
(Name of Authorized Signatory)

on behalf of Ames Transit Agency/CyRide
(Legal Name of Applicant)

to apply for financial assistance from state funds from the Public Transit Infrastructure Grant Program and to enter into related contract(s) with the Iowa Department of Transportation in the amount of

\$400,000.00

We certify that Ames Transit Agency/CyRide
(Legal Name of Applicant)

has sufficient non-U.S. DOT funding to provide required match for public transit infrastructure projects under this program and that \$0.00 of federal funding is included in this project and we also certify that the proposed project, if funded, will be substantially completed within 18 months of contract award.

Adopted the 18th day of May, 2023

Name: Ames Transit Agency/CyRide
(Applicant's Governing Body)

By: _____
(Signature of Chief Executive Officer)

Title: President, Ames Transit Agency Board of Trustees

Address: 601 N. University Blvd.; Ames, IA 50010

Telephone: 515-292-1100



May 18, 2023
Section 5307 Formula Funding Grant Application
CyRide Resource: Shari Atwood

BACKGROUND:

CyRide annually submits a Section 5307 grant application to the Federal Transit Administration (FTA), enabling the organization to receive allocated federal formula funding. CyRide may apply to the FTA this year for the funding listed below. The total apportionment appropriated in the federal fiscal year (FFY) 2023 is shown below, along with last year's amount for comparison.

Funding Source	FFY 2022	FFY 2023	% Change
Formula 5307 Funding/Growing States	\$1,448,189	\$1,474,966	+1.85%
Small Transit Intensive Cities (STIC) Funding	\$2,687,632	\$2,752,028	+2.40%
TOTAL Urbanized Apportionment	\$4,135,821	\$4,226,994	+2.20%

Overall, CyRide's 5307 urbanized apportionment increased by \$91,173 (2.2%), with a 1.85% increase from its formula allocation based on population and population density and nearly 2.4% through the Small Transit Intensive Cities (STIC) contribution. While the funding is appropriated in a given year, FTA allows up to 5 years after the year of appropriation to spend the funding. CyRide anticipates utilizing the FFY 2023 apportionment funding to reimburse wages within FFY 2024, starting October 1, 2023. This delay is due to \$14 million in CARES, CRRSSA, and ARP 100% federal funding utilized to reimburse wages between October 1, 2020, and October 30, 2022. For context, CyRide began drawing the FFY 2022 apportionment funding for wage reimbursement beginning November 1, 2022.

Historically, transit agencies relied on a formula allocation based only on population and population density for federal funding. However, after 2005, FTA provided a stipend of STIC to small, urbanized transit agencies serving communities between 50,000 and 200,000 in population if they exceeded the performance averages of selected transit service factors for transit agencies operating in urbanized areas between 200,000 to 1 million in population. As of FFY 2022, STIC represents nearly two-thirds of the full apportionment available for CyRide. The analysis of the last five years of funding is shown below.

STIC¹	FFY 2019	FFY 2020	FFY 2021	FFY 2022	FFY 2023
% of Total Section 5307 to STIC	2.0%	2.0%	2.0%	3.0%	3.0%
# Criteria Met by Small Urban Transit Agencies	355	346	344	345	344
# Criteria Met by CyRide (out of 6)	5	5	5	5	5
Funding per Criteria	\$261,911	\$274,458	\$276,053	\$537,526	\$550,406
TOTAL CyRide STIC Funding	\$1,309,555	\$1,372,287	\$1,380,267	\$2,687,632	\$2,752,028

¹ STIC began in 2005 with a 1% contribution, 1.5% in FFY 2013, 2.0% in FFY 2019, and 3.0% in FFY 2022.

To access this funding, CyRide will need to submit a grant application detailing the specific operating projects being supported. CyRide is proposing a grant request for the entire allocation of \$4,226,994 to be directed toward operating expenses for primarily payroll² and fuel, if necessary. This funding requires a 50% local match. Applying federal funding only for CyRide’s wages and fuel simplifies documentation by supporting for the largest element of the annual operating budget. If wages do not equate to \$8,453,988 by the end of the federal fiscal year, then CyRide will direct a small portion of this operating grant assistance to the fuel budget. The specific proposed federal request is as follows:

Funding Source (Section 5307)	Federal	Local	Total
Operating Assistance	\$4,226,994	\$4,226,994	\$8,453,988

ALTERNATIVES:

1. Authorize the Transit Director to execute and file a Section 5307 grant application in the amount of \$4,226,994 to the Federal Transit Administration.

2. Do not approve submitting a federal application.

RECOMMENDATION:

The Transit Director recommends approval of Alternative #1, to submit an application for federal operating assistance. Approval of this application will allow CyRide to continue operating and meet the demand for transit services within the Ames community.

² Payroll would include most divisions at CyRide, including administration, safety, training, fixed route operations, and maintenance. Dial-A-Ride, as well as the Transit Director and Transit Planner salaries, will be excluded to avoid paying out federal funding twice over to the same individuals and federal lobbying restriction issues.

**Authorizing Resolution
FFY2023 5307 Grant Application**

Resolution authorizing the filing of applications with the Federal Transit Administration, an operating administration of the United States Department of Transportation, for Federal transportation assistance authorized by 49 U.S.C chapter 53, title 23 United States Code and other Federal statutes administered by the Federal Transit Administration.

WHEREAS, the Federal Transportation Administrator has been delegated authority to award Federal financial assistance for a transportation project;

WHEREAS, the grant or cooperative agreement for Federal Financial assistance will impose certain obligations upon the Applicant, and may require the Applicant to provide the local share of the project cost;

WHEREAS, the Ames Transit Agency has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project.

NOW, THEREFORE, BE IT RESOLVED BY AMES TRANSIT AGENCY BOARD OF TRUSTEES

1. The Transit Director or their designee is authorized to execute and file application(s) for Federal assistance on behalf of Ames Transit Agency with the Federal Transit Administration for Federal Assistance authorized by 49.U.S.C. chapter 53, Title 23, United States Code, or other Federal statutes authorizing a project administered by the Federal Transit Administration. The Applicant has received authority from the Iowa Department of Transportation to apply for Urbanized Area Formula Program assistance.
2. The Transit Director or their designee is authorized to execute and file with its application(s) the annual certification and assurances and other document the Federal Transportation Administration requires before awarding a Federal assistance grant or cooperative agreement.
3. The Transit Director or their designee is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of Ames Transit Agency.
4. The Transit Scheduler/Administrative Analyst or their designee is authorized to draw against available grant funding using the ECHO web system.

CERTIFICATION

The undersigned duly qualified Board of Trustees President, acting on behalf of the Ames Transit Agency, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Ames Transit Board of Trustees.

(Signature of Recording Officer)

Board of Trustees President
(Title of Recording Officer)

May 18, 2023
(Date)



May 18, 2023
Monthly Report
CyRide Resource: Barbara Neal

1. Conflict of Interest

The City of Ames requests employees, members of city boards and commissions, council members, and the mayor annually submit a conflict of interest disclosure form or any time changes occur. The paperwork may be completed electronically or using the form attached to the board packet. The city is requesting that forms be completed by May 31, 2023. Board members may give the forms to CyRide for processing, or you may complete the form online via an email link.

2. Fuel Purchase Contract

CyRide releases a fuel contract procurement each fiscal year and budgets for 390,000 gallons of diesel fuel each year. Entering a fuel contract allows CyRide to obtain favorable pricing and reduces administrative time to bid on each load of fuel. The procurement results will be brought to the Transit Board for consideration at the June 2023 meeting.

3. Roadeo

The annual CyRide Roadeo will be held Saturday, June 3, at the CyRide facility. Competitors maneuver a 40' bus through a tight, challenging obstacle course of cones, tennis balls, and barrels to accumulate as many points as possible. The course is timed, and each obstacle is meant to test the same skills that our drivers use daily. All CDL-holding CyRide employees are eligible to compete, and family and friends are invited to watch, help with judging, and enjoy snacks provided by the CyRide Breakroom Committee. If any board members wish to attend, the event will run from 9 a.m. until approximately noon, with awards given to our winners at the end of the day.

4. Battery Electric Bus Open House

On April 29, CyRide held the Battery Electric Bus Open House. We had attendees from the Ames and ISU communities, with many people riding one of the battery electric buses to and from City Hall and getting to experience the quiet and clean performance of the BEBs. In addition, a short program was held where the mayor and board members spoke before a ribbon-cutting ceremony. CyRide is anticipating that the new buses should be in service starting mid-June. CyRide is extremely appreciative of the support from the community that made this event a great success.

5. Quarterly Report

Each quarter, a detailed report regarding the overall performance of CyRide is generated, which includes fixed route, Dial-A-Ride, and Moonlight Express. This report is used to track performance over time and observe trends in the system. Attached is the detailed system quarterly operations report and a summary of some key performance measures for the third quarter of the fiscal year, January 2023 through March 2023.



CITY OF AMES CONFLICT OF INTEREST DISCLOSURE RELATED PARTIES

It is the intent of the City's Conflict of Interest Policy to comply with applicable statutory requirements and to avoid any appearance of a conflict of interest on the part of the City.

Section 1. Complete the following.

Last Name:	First Name:	Middle Name:
Position:	Department:	Appointed Board or Commission:

No business ownership or employment for you, your spouse, child, parent or sibling (go to Section 4 below, sign and submit).
Yes, one of the following applies (go to Section 2 below).

- Employee owns all or part of a business.
- Your spouse, child, parent, or sibling owns all or part of a business.
- You, your spouse, child, parent or sibling receive sales commission or any direct monetary gain as the result of a purchase by the City.

Section 2. If answered Yes, complete the following.

Enter the name of business and relationship: **Owner Employee**

Name of Business Name of owner/employee and relationship to City Employee

Name of Business Name of owner/employee and relationship to City Employee

Unsure if there is a conflict, complete Section 3.

Section 3. Report employment of employee, spouse, child, parent, or sibling. Purchasing Manager will review and notify you of the findings.

A new form must be submitted annually and at the time of any changes.

Section 4. Acknowledgment of the Employee.

I have read and understand the Conflict of Interest Policies and Code of Ethics in Chapter 13 of the Purchasing Policies and Procedures. I agree to report promptly any direct or indirect conflict of interest that arises during my employment at the City of Ames to comply with this policy and its procedures.

Printed Name

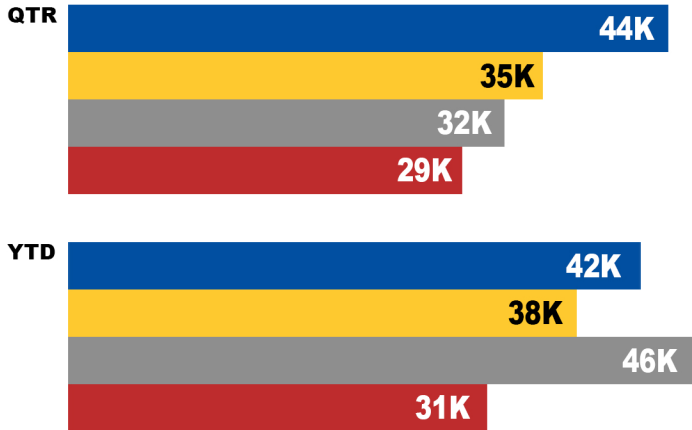
Date

Please direct questions to either your supervisor or the Purchasing Manager (515-239-5125)

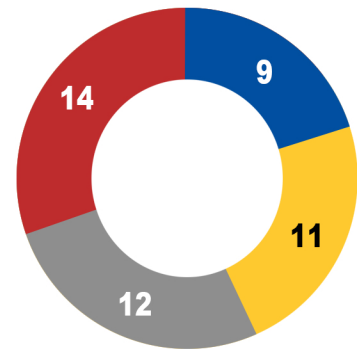
CyRide Quarterly Operations Report

January 1, 2023 to March 31, 2023 (3rd Quarter FY23)
System Overview - Safety/Fleet

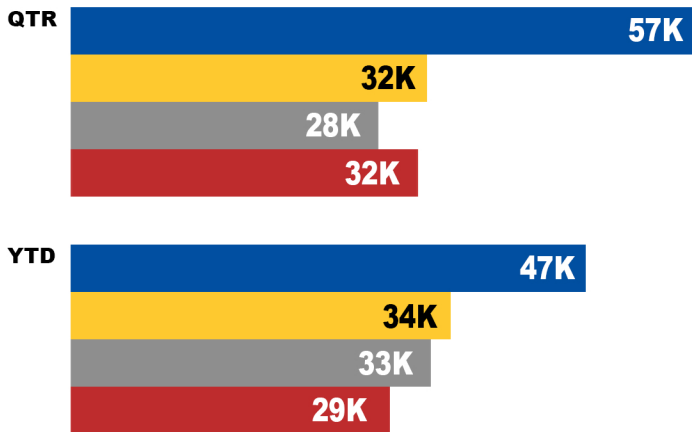
Miles between Preventable Accidents



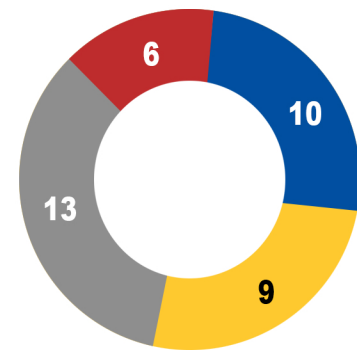
Preventable Accidents per Quarter



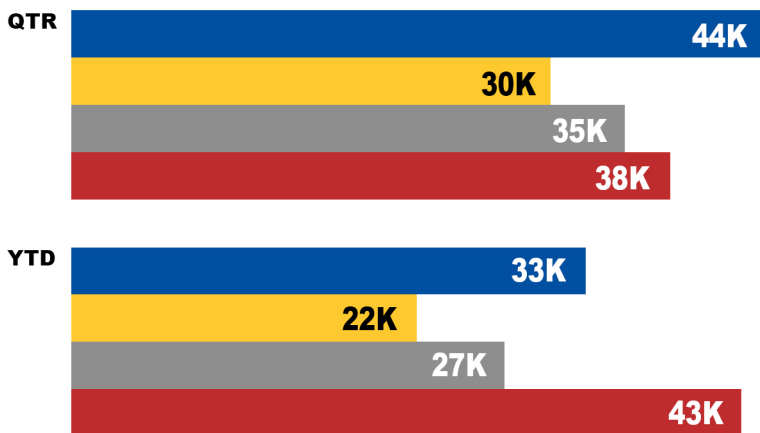
Miles between Major Mechanical Issues



Road Calls per Quarter



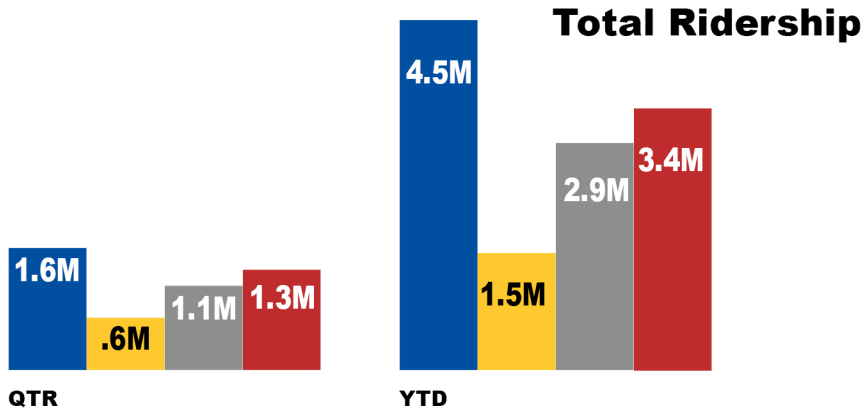
Passengers per Comment



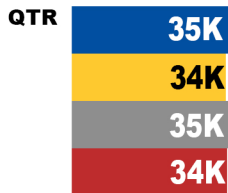
Year ● FY20 ● FY21 ● FY22 ● FY23

CyRide Quarterly Operations Report

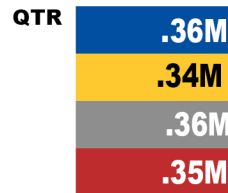
January 1, 2023 to March 31, 2023 (3rd Quarter FY23)
System Overview - Efficiency



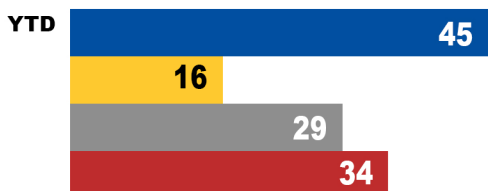
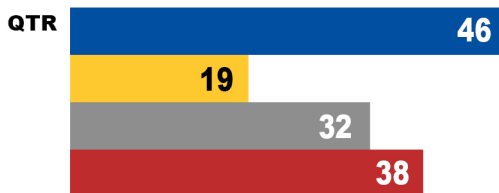
Revenue Hours



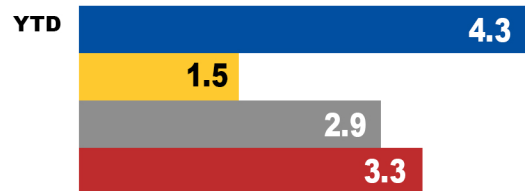
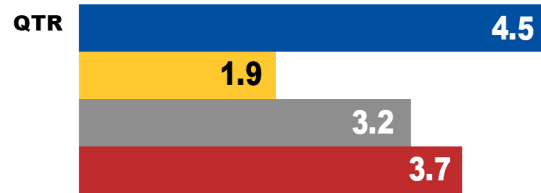
Revenue Miles



Passengers per Revenue Hour



Passengers per Revenue Mile



CYRIDE QUARTERLY OPERATIONS REPORT

January 1st, 2023 to March 31st, 2023 (3rd Quarter)

	FY 2023 3rd Qtr	FY 2022 3rd Qtr	% CHANGE	FY 2023 YTD	FY 2022 YTD	% CHANGE
MAINTENANCE						
Interior Clean	99	74	33.8%	337	241	39.8%
Shop Road Calls	6	13	-53.8%	28	35	-20.0%
Miles per Shop Road Call	68,793	29,815	130.7%	40,557	31,837	27.4%
NTD Minor Mech.	149	71	109.9%	333	212	57.1%
NTD Major Mech.	13	14	-7.1%	39	34	14.7%
Total NTD Mechanical Prob.	162	85	90.6%	372	246	51.2%
Miles per Major Mech.	31,751	27,686	14.7%	29,118	32,774	-11.2%
Gasoline Vehicles						
Gas Miles Driven	28,876	31,336	-7.9%	88,698	75,429	17.6%
Total Gallons Gas	3,758	3,583	4.9%	11,685	9,032	29.4%
Total Gas Cost	10,339	10,086	2.5%	\$35,938	\$24,515	46.6%
Avg. Gas Cost/Gallon	\$2.75	\$2.81	-2.3%	\$3.08	\$2.71	13.3%
Gas Cost per Mile	\$0.36	\$0.32	11.2%	\$0.41	\$0.33	24.7%
Average Gas MPG	7.7	8.7	-12.1%	7.6	8.4	-9.1%
Diesel Vehicles						
Diesel Miles Driven	383,882	356,262	7.8%	1,046,905	1,038,871	0.8%
Total Gallons Diesel	77,014	77,021	0.0%	221,510	251,652	-12.0%
Total Diesel Cost	213,128	245,658	-13.2%	\$750,239	\$674,263	11.3%
Avg. Diesel Cost/Gallon	\$2.77	\$3.19	-13.2%	\$3.39	\$2.68	26.4%
Diesel Cost per Mile	\$0.56	\$0.69	-19.5%	\$0.72	\$0.65	10.4%
Average Diesel MPG	5.0	4.6	7.8%	4.7	4.1	14.5%
All Vehicles						
Total Miles Driven	412,758	387,598	6.5%	1,135,603	1,114,300	1.9%
Total Gallons Fuel	80,772	80,604	0.2%	233,195	260,684	-10.5%
Total Fuel Cost	\$223,467	\$255,744	-12.6%	\$786,177	\$698,778	12.5%
Avg. Cost/Gallon	\$2.77	\$3.17	-12.8%	\$3.37	\$2.68	25.8%
Total Cost per Mile	\$0.54	\$0.66	-17.9%	\$0.69	\$0.63	10.4%
Avg. MPG all Vehicles	5.1	4.8	6.3%	4.9	4.3	13.9%
Small Bus/Sup. Mileage	14,916	19,980	-25.3%	50,643	50,330	0.6%
Large Bus Mileage	397,842	367,618	8.2%	1,084,960	1,063,970	2.0%
% Rev. Mi./Total Miles	85.5%	91.9%	-7.0%	89.2%	92.0%	-3.0%
Percentage Small Bus	3.6%	5.2%	-29.9%	4.5%	4.5%	-1.3%
Maintenance Expense	\$797,531	\$681,905	17.0%	\$2,307,245	\$1,739,317	32.7%

CYRIDE QUARTERLY OPERATIONS REPORT

January 1st, 2023 to March 31st, 2023 (3rd Quarter)

	FY 2023 3rd Qtr	FY 2022 3rd Qtr	% CHANGE	FY 2023 YTD	FY 2022 YTD	% CHANGE
OPERATIONS						
Total Passengers	1,289,697	1,124,809	14.7%	3,375,299	2,937,775	14.9%
Average Drivers per Month	126.3	116.0	8.9%	120.4	111.0	8.5%
Driving Hours	43,961	39,384	11.6%	118,719	113,606	4.5%
Drivers Late	20	12	66.7%	47	24	95.8%
Drivers No Show	6	1	500.0%	12	4	200.0%
Late/No Show per Driver	0.21	0.11	83.7%	0.49	0.25	94.3%
Total Comments	34	32	6.3%	79	107	-26.2%
Driver Fault	9	9	0.0%	22	27	-18.5%
Undetermined	2	6	-66.7%	3	8	-62.5%
No Fault	13	2	550.0%	25	12	108.3%
System Complaints	4	11	-63.6%	12	47	-74.5%
Service Requests	1	2	-50.0%	5	7	-28.6%
Compliments	5	2	150.0%	12	6	100.0%
Passengers/Comment	<u>37,932</u>	<u>35,150</u>	<u>7.9%</u>	<u>42,725</u>	<u>27,456</u>	<u>55.6%</u>
Pass./Complaint (D & U)	117,245	74,987	56.4%	135,012	83,936	60.9%
Driving Hours/Comment	1,293	1,231	5.1%	1,503	1,062	41.5%
Driving Hrs/Comment (D&U)	3,996	2,626	52.2%	4,749	3,246	46.3%
Accident Reports	22	15	46.7%	54	33	63.6%
Preventable Accidents	14	12	16.7%	37	24	54.2%
Percent Preventable	63.6%	80.0%	-20.5%	68.5%	72.7%	-5.8%
Miles/Prev. Accident	29,483	32,300	-8.7%	30,692	46,429	-33.9%
Hours/Prev. Accident	3,140	3,282	-4.3%	3,209	4,734	-32.2%
Unreported Accidents	2	0	#DIV/0!	3	3	0.0%
Damage to Buses/Equip.						
Caused by CyRide	\$5,338	\$8,153	-34.5%	14,923.87	13,216.66	12.9%
Caused by Others	\$54,442	\$3,232	1584.6%	63,958.55	6,860.25	832.3%
Caused by Unreported	\$317	\$0	#DIV/0!	\$485	\$152	219.8%
Claims by Others (#)	6	2	200.0%	14	6	133.3%
Claims by Others (\$)	\$53,593	\$3,232	1558.3%	\$65,374	\$6,446	914.2%
Personal Injury Claims	\$0	\$0	#DIV/0!	\$0	\$0	#DIV/0!
Operations Expense	\$1,961,522	\$1,797,403	9.1%	\$5,284,312	\$4,920,276	7.4%

SYSTEM TOTAL						
Passengers	1,289,697	1,124,809	14.7%	3,375,299	2,937,775	14.9%
Revenue Miles	352,999	356,255	-0.9%	1,013,187	1,025,125	-1.2%
Revenue Hours	34,435	34,884	-1.3%	98,862	100,098	-1.2%
Revenue Miles per Hour	10.3	10.2	0.4%	10.2	10.2	0.1%
Pass./Rev. Mile	3.7	3.2	15.7%	3.3	2.9	16.2%
Pass./Rev. Hour	37.5	32.2	16.2%	34.1	29.3	16.3%
Operations Expense	\$1,961,522	\$1,797,403	9.1%	\$5,284,312	\$4,920,276	7.4%
Maintenance Expense	\$797,531	\$681,905	17.0%	\$2,307,245	\$1,739,317	32.7%
Total Expenses	<u>\$2,759,053</u>	<u>\$2,479,308</u>	<u>11.3%</u>	<u>\$7,591,557</u>	<u>\$6,659,593</u>	<u>14.0%</u>
Farebox Revenue	\$56,702	\$41,951	35.2%	\$151,396	\$117,429	28.9%
Rev./Exp. Ratio	2.1%	1.7%	21.5%	2.0%	1.8%	13.1%
Oper. Exp./Passenger	\$2.14	\$2.20	-2.9%	\$2.25	\$2.27	-0.8%
Oper. Exp./Rev. Mile	\$7.82	\$6.96	12.3%	\$7.49	\$6.50	15.3%
Oper. Exp./Rev. Hour	\$80.12	\$71.07	12.7%	\$76.79	\$66.53	15.4%

CYRIDE QUARTERLY OPERATIONS REPORT

January 1st, 2023 to March 31st, 2023 (3rd Quarter)

	FY 2023 3rd Qtr	FY 2022 3rd Qtr	% CHANGE	FY 2023 YTD	FY 2022 YTD	% CHANGE
FIXED ROUTE						
Fixed Route Passengers	1,281,151	1,117,094	14.7%	3,351,629	2,916,451	14.9%
Shuttle Passengers	0	0	#DIV/0!	0	0	#DIV/0!
Total Passengers	<u>1,281,151</u>	<u>1,117,094</u>	<u>14.7%</u>	<u>3,351,629</u>	<u>2,916,451</u>	<u>14.9%</u>
Transfers	6,922	5,422	27.7%	23,755	19,000	25.0%
Revenue Miles	331,952	332,103	0.0%	949,151	959,605	-1.1%
Revenue Hours	32,709	32,741	-0.1%	93,271	94,157	-0.9%
Revenue Miles per Hour	10.1	10.1	0.1%	10.2	10.2	-0.1%
Pass./Rev. Mile	3.9	3.4	14.7%	3.5	3.0	16.2%
Pass./Rev. Hour	39.2	34.1	14.8%	35.9	31.0	16.0%
Operations Expense	\$1,886,681	\$1,727,857	9.2%	\$5,048,426	\$4,716,403	7.0%
Maintenance Expense	<u>\$787,345</u>	<u>\$673,605</u>	<u>16.9%</u>	<u>\$2,280,041</u>	<u>\$1,717,699</u>	<u>32.7%</u>
Total Expenses	<u>\$2,674,026</u>	<u>\$2,401,462</u>	<u>11.3%</u>	<u>\$7,328,467</u>	<u>\$6,434,102</u>	<u>13.9%</u>
Farebox Revenue	\$52,789	\$38,125	38.5%	\$140,102	\$108,311	29.4%
Rev./Exp. Ratio	2.0%	1.6%	24.3%	1.9%	1.7%	13.6%
Exp./Passenger	\$2.09	\$2.15	-2.9%	\$2.19	\$2.21	-0.9%
Exp./Rev. Mile	\$8.06	\$7.23	11.4%	\$7.72	\$6.70	15.2%
Exp./Rev. Hour	\$81.75	\$73.35	11.5%	\$78.57	\$68.33	15.0%
DIAL-A-RIDE						
Passengers	3,446	3,235	6.5%	10,335	9,318	10.9%
Revenue Miles	15,465	19,203	-19.5%	49,130	52,629	-6.6%
Revenue Hours	1,251	1,752	-28.6%	4,366	4,934	-11.5%
Revenue Miles per Hour	12.4	11.0	12.8%	11.3	10.7	5.5%
Pass./Rev. Mile	0.22	0.17	32.3%	0.21	0.18	18.8%
Pass./Rev. Hour	2.8	1.8	49.2%	2.4	1.9	25.3%
Operations Expense	\$58,431	\$57,025	2.5%	\$192,294	\$169,935	13.2%
Maintenance Expense	\$0	\$0	#DIV/0!	\$0	\$0	#DIV/0!
Total Expenses	<u>\$58,431</u>	<u>\$57,025</u>	<u>2.5%</u>	<u>\$192,294</u>	<u>\$169,935</u>	<u>13.2%</u>
Farebox Revenue	\$3,913	\$3,826	2.3%	\$11,294	\$9,118	23.9%
Rev./Exp. Ratio	6.7%	6.7%	-0.2%	5.9%	5.4%	9.5%
Exp./Passenger	\$16.96	\$17.63	-3.8%	\$18.61	\$18.24	2.0%
Exp./Rev. Mile	\$3.78	\$2.97	27.2%	\$3.91	\$3.23	21.2%
Exp./Rev. Hour	\$46.71	\$32.55	43.5%	\$44.04	\$34.44	27.9%
MOONLIGHT EXPRESS						
Passengers	5,100	4,480	13.8%	13,335	12,006	11.1%
Revenue Miles	5,582	4,949	12.8%	14,906	12,891	15.6%
Revenue Hours	475	391	21.5%	1,225	1,007	21.6%
Revenue Miles per Hour	11.8	12.7	-7.2%	12.2	12.8	-4.9%
Pass./Rev. Mile	0.9	0.9	0.9%	0.9	0.9	-3.9%
Pass./Rev. Hour	10.7	11.5	-6.3%	10.9	11.9	-8.7%
Operations Expense	\$16,410	\$12,521	31.1%	\$43,592	\$33,938	28.4%
Maintenance Expense	<u>\$10,186</u>	<u>\$8,300</u>	<u>22.7%</u>	<u>\$27,204</u>	<u>\$21,618</u>	<u>25.8%</u>
Total Expenses	<u>\$26,596</u>	<u>\$20,821</u>	<u>27.7%</u>	<u>\$70,796</u>	<u>\$55,556</u>	<u>27.4%</u>
Exp./Passenger	\$5.21	\$4.65	12.2%	\$5.31	\$4.63	14.7%
Exp./Rev. Mile	\$4.76	\$4.21	13.3%	\$4.75	\$4.31	10.2%
Exp./Rev. Hour	\$56.00	\$53.26	5.1%	\$57.80	\$55.18	4.8%

CYRIDE QUARTERLY OPERATIONS REPORT

January 1st, 2023 to March 31st, 2023 (3rd Quarter)

	FY 2023 3rd Qtr	FY 2022 3rd Qtr	% CHANGE	FY 2023 YTD	FY 2022 YTD	% CHANGE
OPERATIONS REVENUE						
Farebox	\$56,702	\$41,951	35.2%	\$151,396	\$117,429	28.9%
Transit Contracts	\$263,803	\$261,023	1.1%	\$263,803	\$261,023	1.1%
I.S.U.	\$911,493	\$893,621	2.0%	\$911,493	\$893,621	2.0%
Student Body Government	\$2,583,920	\$2,380,696	8.5%	\$5,468,207	\$5,047,968	8.3%
City of Ames	\$94,909	\$110,478	-14.1%	\$1,045,805	\$1,203,796	-13.1%
IDOT - STA	\$250,285	\$302,824	-17.3%	\$772,813	\$767,047	0.8%
Section 5307	\$0	\$534,283	-100.0%	\$1,865,971	\$1,436,591	29.9%
Other Grants	\$35,404	\$110,924	-68.1%	\$35,404	\$157,240	-77.5%
Other	\$148,440	\$84,199	76.3%	\$288,149	\$220,888	30.5%
Total Operating Revenue	<u>\$4,344,956</u>	<u>\$4,719,999</u>	<u>-7.9%</u>	<u>\$10,803,041</u>	<u>\$10,105,603</u>	<u>6.9%</u>
TOTAL EXPENSES						
Administration	\$400,228	\$445,865	-10.2%	\$958,870	\$952,954	0.6%
Safety & Training	\$157,903	\$139,218	13.4%	\$465,195	\$431,463	7.8%
Promotion	\$0	\$261	-100.0%	\$18	\$3,296	-99.5%
Bldg. & Grounds	\$220,523	\$171,006	29.0%	\$359,460	\$284,145	26.5%
Fixed Route	\$2,674,026	\$2,401,462	11.3%	\$7,328,467	\$6,434,102	13.9%
Dial-A-Ride	\$58,431	\$57,025	2.5%	\$192,294	\$169,935	13.2%
Moonlight Express	\$26,596	\$20,821	27.7%	\$70,796	\$55,556	27.4%
Operating Total	<u>\$3,537,707</u>	<u>\$3,235,658</u>	<u>9.3%</u>	<u>\$9,375,100</u>	<u>\$8,331,451</u>	<u>12.5%</u>
Farebox Revenue	\$56,702	\$41,951	35.2%	\$151,396	\$117,429	28.9%
Farebox Rev./Exp. Ratio	1.6%	1.3%	23.6%	1.6%	1.4%	14.6%
Admin. Expense/Pass.	\$0.60	\$0.67	-10.2%	\$0.53	\$0.57	-7.1%
Admin. Exp./Rev. Mile	\$2.21	\$2.12	3.9%	\$1.76	\$1.63	7.9%
Admin. Exp./Rev. Hour	\$22.61	\$21.68	4.3%	\$18.04	\$16.70	8.0%
Total Expense/Passenger	\$2.74	\$2.88	-4.6%	\$2.78	\$2.84	-2.1%
Total Expense/Rev. Mile	\$10.02	\$9.08	10.3%	\$9.25	\$8.13	13.9%
Total Expense/Rev. Hour	\$102.74	\$92.75	10.8%	\$94.83	\$83.23	13.9%