

AMES TRANSIT AGENCY BOARD OF TRUSTEES

CYRIDE CONFERENCE ROOM - May 16, 2024

- 1. CALL TO ORDER: 5:00 p.m.
- 2. Recognition of New Board Members
- 3. Approval of Minutes from April 18, 2024
- 4. Public Comments
- 5. Transit Board Election of Officers and AAMPO Representative
- 6. Statewide FY 2024 Discretionary Grant Application
- 7. State Grant and Public Transit Infrastructure Grant (PTIG) Applications
- 8. Jefferson Lines Tenant Lease Agreement for the Ames Intermodal Facility
- 9. Approval of 2023 Shop Rehabilitation Project Change Orders
- 10. Monthly Report
- 11. Summer Meeting Dates / Times
 - June 20 at 5:00 p.m.
 - July 18 at 5:00 p.m.
- 12. Adjourn



APRIL 18, 2024 AMES TRANSIT AGENCY BOARD OF TRUSTEES

The Ames Transit Agency Board of Trustees met on April 18, 2024, at 4:00 p.m. in the CyRide Conference room. President Beatty-Hansen called the meeting to order at 4:00 p.m. with Trustees Janes, Lee, Norton, and Schainker present.

APPROVAL OF FEBRUARY 15, 2024, AND MARCH 19, 2024, MINUTES:

Trustee Janes made a motion to adopt the February 15, 2024, and March 19, 2024, Transit Board minutes as presented; Trustee Schainker seconded the motion. (Ayes: 5 Nays: 0) Motion carried.

PUBLIC COMMENTS:

None.

DRUG & ALCOHOL POLICY UPDATE AND ADOPTION:

Director Neal requested board approval to adopt CyRide's updated Drug and Alcohol policy. The policy was last revised on November 10, 2021. Since then, the dispatcher job duties have been removed from the Transit Technology Coordinator's position. This position performs safety-sensitive functions; therefore, it needs to be added to the attachment A, covered positions, section. This is a clerical change, and additional grammatical changes were made to keep the policy compliant with FTA regulations.

Director Neal recommended approval of Alternative #1. Adopting the updated Drug and Alcohol policy will allow CyRide to be in compliance with federal regulations and continue to be eligible to receive federal funding.

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

HIRTA CONTRACT AND ANNUAL CUSTOMER SURVEY:

Director Neal requested approval to continue subcontracting CyRide's complementary paratransit service, Dial-A-Ride (DAR). CyRide is currently in a three-year contract with HIRTA for DAR services, with the option to extend the contract by two additional years. FY 2025 would represent the second year of the contract. Three areas were presented to the board to assist in the decision-making process: the annual DAR survey results, performance measures, and the proposed contract rates.

In summary, the DAR survey results showed that customers were satisfied with HIRTA's service overall. There were some comments about scheduling issues and the app, which CyRide will include in follow-up conversations with HIRTA to resolve.

For performance measures, CyRide is proposing modifying two performance goals. First is recommending the on-time performance target be adjusted to 91% to allow for external factors, such as weather ridership and traffic delays, and to match CyRide's current fixed route on-time performance. The other adjustment is to extend the number of passengers that can be picked up before and after the scheduled pick-up time to 1,260 occurrences or less. HIRTA was agreeable to these modifications.

HIRTA has expressed interest in continuing to provide DAR services on CyRide's behalf. They have proposed a 4.5% rate increase for weekdays and 0.5% on nights and weekends.

Director Neal recommended approval of Alternative #1. Continuing the contract with HIRTA has proven to be a cost-effective approach to serving individuals who need specialized transportation. It maintains consistent service for passengers, while avoiding the high cost associated with CyRide directly operating the service.

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

AWARD OF CONTRACT FOR BUS SHELTER PURCHASE:

Director Neal requested award of contract for bus shelters. CyRide currently has 46 bus shelters installed throughout the system. These shelters help improve the rider experience by providing seating, route information, and protection from the weather. The current bus stop improvement plan has two shelter replacements planned. The shelters are 80% federally funded and programmed into the Capital Improvements Plan. The Purchasing Division determined that a single-source procurement from Columbia Equipment would be the best value due to their familiarity with the construction of the shelter, proven quality, and commonality of parts. Board members discussed the cost difference between the older-style shelter and the newer one.

Director Neal recommended approval of Alternative #1. Approving a single source procurement to Columbia Equipment Company of Manhattan, New York, in the amount of \$57,600 for the purchase of two modern bus shelters would provide additional amenities to our customers and continue to support a positive appearance for CyRide.

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

MONTHLY REPORT:

Marketing Workshop: In February, Christine Crippen and Tom Budd attended APTA's Marketing Workshop. Marketing strategies will be discussed at future board meetings.

Odyssey of the Mind: Odyssey of the Mind will be held in Ames the week of May 20. It will attract many visitors to Ames and riders to CyRide.

Fuel Contract: The current fuel contract with REG expires on June 30. CyRide is working with the Purchasing Division to issue an Invitation to Bid (ITB). The results of the ITB will be presented at a future meeting.

IDOT Bus Replacement: CyRide was recently notified by the Iowa DOT (IDOT) that seven 40' diesel buses the board originally approved for replacement in April 2022 have been approved for replacement through the DOT process. An award of contract for the vehicles will be brought to a future meeting.

IPTA State Legislative Conference: Shari Atwood, Christine Crippen, and Barbara Neal attended the lowa Public Transit Association Legislative Conference in Des Moines to discuss upcoming legislative initiatives and goals. Chris and Barb also attended Lobby Day and were invited to discuss priorities with Representative Pat Grassley, Iowa Senate Majority Leader Jack Whitver, and Iowa Senate President Amy Sinclair, which provided an opportunity to have more in-depth discussions about transit funding needs.

IPTA and APTA Legislative Conference: Christine Crippen and Barbara Neal attended both conferences in Washington, DC. They met with staff members from Representative Feenstra, Senator Grassley, and Senator Ernst's offices to discuss priorities and reinforce the need for ongoing congressional support. They also had the opportunity to ask for letters of support for the facility expansion project.

Informal Discussion of Statewide FY24 Discretionary Grant: Late on April 17, CyRide was notified by the IDOT that they were developing a statewide bus replacement application on behalf of all transit systems in the state. The IDOT list included 12 40' heavy-duty CyRide buses that could potentially be replaced through this funding opportunity. Due to the timing of the notification being less than 24 hours from the board meeting, staff was unable to add it to the agenda and board packet for a formal discussion. The IDOT requested agencies provide them with numbers no later than April 24. If awarded, the Bus & Bus Facilities discretionary funding would guarantee federal funding at 85% instead of 80% through the statewide process, saving approximately \$29,587 per bus funded and maximizing federal dollars.

The list of 12 potential buses for replacement includes four 2008 buses, three 2010 buses, and five 2010 hybrids. If CyRide requests all 12 and they are approved, three of the 2010 hybrids would need to be replaced with battery electric buses. The local match requirement based on current programming guidance would be \$1,276,403. Currently, the bus replacement reserve is \$3,398,692. Shari Atwood and Barbara Neal are working with the IDOT to adjust the bus programming guidance and costs based on current replacement costs. There is no guarantee that CyRide will get all the buses requested since it is a grant for all transit agencies in the state, and the buses with the most points go to the top of the list.

Director Neal requested informal guidance from the board on providing a letter of support for the lowa DOT for the grant submission and the number of buses the board would like to request. Formal approval will be brought to the May board meeting. Board members discussed what numbers with which they were comfortable. Based on feedback from the board members, CyRide will request 12 vehicles in the letter of support.

Recognition of Outgoing Board Members: Director Neal expressed her thanks on behalf of CyRide to our outgoing board members, Jian Janes and Jeff Clark. CyRide is appreciative of their contributions to the Transit Board. They have both shared unique viewpoints and advocated for the ISU Students' needs.

Spring meeting dates:

• May 16, 4:00 p.m.

Adjourn: Trustee Janes made a motion to approve adjourning at 5:26 p.m.; Trustee Lee seconded the
motion. (Ayes: 5 Nays: 0) Motion carried.

Bronwyn Beatty-Hansen, President

Cheryl Spencer, Recording Secretary



May 16, 2024

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. Bronwyn Beatty-Hansen and Michael Norton held the positions of President and Vice President, respectively, for the 2023-2024 year.

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. Jian Janes was the CyRide representative; however, her appointment has expired, therefore, a vacancy in this position must be filled.

Nominations may be taken from the floor for the election of these officers for the 2024-2025 year.



May 16, 2024

Statewide FY 2024 Discretionary Grant Application CyRide Resource: Shari Atwood, James Rendall

BACKGROUND:

On February 8, 2024, the Federal Transit Administration (FTA) released a joint Notice of Funding Opportunity (NOFO) for two competitive federal programs supporting the financing of transit capital projects, with a total of \$1.5 billion being made available. The two sources of funding are:

- Buses and Bus Facilities Competitive Program (5339(b)) supports the financing of buses and bus facilities capital projects, with up to \$390 million in funding.
- Low-or No-Emission Program (5339(c)) supports zero-emission and low-emission transit buses, as well as facility construction to support these vehicles, with \$1.1 billion available.

On Wednesday, April 17, the Iowa DOT (IDOT) announced it was developing a statewide consolidated bus replacement grant application on behalf of all Iowa transit systems throughout the state. The IDOT's list for bus replacements included 12 40' heavy-duty CyRide buses that could potentially be replaced through this funding opportunity. The list included four 2008 buses, three 2010 buses, and five 2010 hybrid buses. If the Transit Board chooses to request all 12 buses in the grant submission and all were awarded, the last three 2010 hybrid buses on the list would need to be replaced with battery electric buses (BEBs).

The IDOT requested transit agencies provide the state with the number of buses to be included in the grant submission no later than April 24, along with the local funding commitment and a letter of support for inclusion in the grant application. Following an informal discussion at the Transit Board meeting on April 18, staff asked the IDOT to include all 12 buses in the grant application.

The Bus & Bus Facilities discretionary funding is preferred to the standard statewide process as it guarantees federal funding at 85% as opposed to the more typical 80% funding level, reducing the local funding required. If the state is awarded the grant, CyRide would save approximately \$29,587 per 40' bus funded and \$61,420 per BEB funded.

Replacing 40' vehicles through this process would maximize federal dollars and allow replacing vehicles significantly beyond their useful life. If CyRide receives funding for these buses under this grant, the maximum local match requirement would be \$1,415,841. CyRide would use a portion of the \$3,398,692 reserved for 40' bus replacements, already identified in the Capital Improvements Plan. If fully funded, the federal and local costs for the 12 40' heavy-duty vehicles are as follows.

Federal Share	Local Share	Total
\$8,023,095	\$1,415,841	\$9,438,936

ALTERNATIVES:

- 1. Approve including 12 40' heavy-duty buses in the State of Iowa's Statewide Bus & Bus Facilities Grant Application, with a local match of \$1,415,841, and submission of a Letter of Support and Commitment to the Iowa DOT for these vehicles.
- 2. Direct staff to proceed according to Transit Board priorities.

RECOMMENDATION:

The Transit Director recommends approval of Alternative #1, to approve the inclusion of 12 40' heavy-duty buses and submit a Letter of Support and Commitment in the state's grant application. This funding leverages federal dollars to replace buses between 14 and 16 years old and assists in managing CyRide's fleet age.



May 16, 2024
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 21, 2024, for funding during the FY 2025 budget year, subject to Transit Board approval.

OPERATING	Funding Type	State / Fed	Total	State / Federal	Local
State Transit Assistance ¹	STA	-	\$1,112,075	\$1,112,075	\$0
Dial-A-Ride - ADA Service Contract with HIRTA	5310	80%	\$285,729	\$228,583	\$57,146
Assistance for Vehicle Annunciator Annual Service Fees	5310	80%	\$132,697	\$106,158	\$26,539
Subtotal Operating			\$1,530,501	\$1,446,816	\$83,685

CAPITAL	Funding Type	State / Fed	Total	State / Federal	Local
Signage (Infotainment) in Buses for Annunciators	5310	80%	\$98,662	\$78,929	\$19,732
Bus Stop Shelters	5310	80%	\$80,000	\$64,000	\$16,000
8 - 40' Heavy-duty Replacement Diesel Buses	5339	85%	\$5,114,400	\$4,347,240	\$767,160
Fire Suppression System	PTIG	80%	\$750,000	\$600,000	\$150,000
Subtotal Capital			\$6,043,062	\$5,090,169	\$952,892

Total State Grant Application	\$7,573,563	\$6,536,985	\$1,036,577

State Transit Assistance (STA): The State Transit Assistance (STA) funding of \$1,112,075 is assured funding with no local match requirement. This formula funding is provided by approximately \$19.1 million in vehicle registration fees and is available to all transit systems in the state. CyRide's FY 2025 budget estimated \$1,000,000 in revenues from this source because this figure can fluctuate throughout the year based on car sales.

¹ Estimate based on 5.84% of available STA funding for fixed route operations.

Elderly and Disabled Section 5310 Funding: CyRide will receive \$477,670 in Section 5310 federal funding. Approximately 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 13% from the FY 2023 allocation of \$424,159 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 2025 as a traditional project for Section 5310 funding. Expenses for the first six months of FY 2024 for Dial-A-Ride have averaged approximately \$23,000 per month. Therefore, CyRide recommends requesting the full amount of CyRide's budget for FY 2025 to \$285,729 (\$228,583 federal) for FY 2025 to accommodate this ridership level for this program.
- Automatic Vehicle Locator/Automatic Vehicle Annunciator (AVL/AVA) Annual Service
 Fees: CyRide will continue to request annual automatic vehicle location, automatic bus stop
 annunciator, and automatic passenger counter maintenance fees as a traditional project under
 preventative maintenance for Section 5310 funding. The overall costs for these service fees are
 currently in the operating budget at \$95,360 per year, which will instead be supported with 80%
 federal funding through Section 5310. CyRide estimates the costs for this preventative
 maintenance will rise in 2025 to \$132,697 total (\$106,158 federal) and has increased the grant
 request to reflect that.
- 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, a non-traditional Section 5310 project to improve wayfinding, will also enable periodic advertising on equipped buses. CyRide has requested \$205,341 (\$164,266 federal) in past four state applications (2020-2023), which is currently programmed in the FY 2024 Capital Improvement Plan (CIP). CyRide recommends an infotainment budget of \$98,661 (\$78,929 federal) in FY 2024, bringing the total project budget to \$308,516.
- Bus Shelters: CyRide will add two additional bus shelters in FY 2025, one at Bloomington and Grand on the #6 Brown bus route and another at South Dakota and Steinbeck on the #1 Red / #11 Cherry bus routes. This is a non-traditional project as it improves accessibility to the fixed-route system and follows the CyRide Bus Stop and Shelter Design plan that has been recently updated. The CIP has \$70,000 programmed for bus shelter improvements, but based on the recent shelter bid, CyRide recommends requesting \$80,000 (\$64,000 federal) for these shelter projects for FY 2025. This increase will allow CyRide to update these areas with two large concrete pads.

Section 5339 or Public Transit Management System (PTMS)/ICAAP Funding: Section 5339 funding for eight 40-foot heavy-duty buses is only partially included in the CIP, as funding received from the State of lowa for bus replacements is competitively awarded. CyRide will be informed if its buses are selected at the end of FY 2025. Buses can be federally funded at 80% (ICAAP) or 85% (Section 5339), depending on the type of funds available. Overall, CyRide has 30 buses past their useful life in need of replacement funding, with only twenty currently eligible for funding through this source. Requesting replacement of CyRide's oldest and most utilized buses is anticipated to provide approximately five buses for replacement in FY 2025 through this process.

With significant apportionment increases in the Infrastructure Investment and Jobs Act (IIJA), there is a slight 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 \$3.3 million available in the capital reserve fund for funding buses.

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 2025 and, if selected, would begin work by the fall of 2025. Typically, public transit receives approximately \$1.5 million for PTIG projects statewide, and each transit agency may receive up to 40% of the overall amount allocated by the State of Iowa. The PTIG funding is supported by the Rebuild Iowa Infrastructure Fund (RIIF), which comes primarily from gaming revenues.

CyRide is requesting funding for 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. This project would include the following improvements within lanes 1 and 2 of CyRide's facility:

- Upgrade the existing sprinkler heads to double the water application density rate. Pipes will be upsized to provide an increased water supply.
- 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 will be held on Monday, June 17, 2024, at 10:00 a.m. to discuss this application with the community. Since the grant is due on June 21, 2024, the day after CyRide's next board meeting, CyRide is bringing this for approval in May and will follow up in June with any written or oral comments from the public that may impact these projects.

ALTERNATIVES:

- 1. Approve the FY 2025 State Grant and Public Transit Infrastructure Grant (PTIG) applications as presented.
- 2. Modify the FY 2025 State Grant Application based on Transit Board priorities.
- 3. Reject the grant application and do not submit a state funding request for FY 2025.

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.



May 16, 2024
Jefferson Lines Tenant Lease Agreement for the Ames Intermodal Facility
CyRide Resource: Barbara Neal

BACKGROUND:

The Ames Intermodal Facility currently has three tenants: the Ames Police Department, Executive Express, and Jefferson Lines. Jefferson Lines began leasing space in the facility in 2012, and its current lease will expire on June 30, 2024.

CyRide has worked with the Legal Department, Risk Manager, and Jefferson Lines to prepare the new five-year lease agreement. No significant changes have been made to the previous agreement. The attached lease reflects the following changes from the prior agreement:

- Contract term dates
- Lease amount
- Insurance and Indemnity increase
- Updates to contact information and addresses

The lease has been reviewed and approved by Jefferson Lines, ISU's Project Manager, the Legal Department, and the Risk Manager.

ALTERNATIVES:

- 1. Approve a five-year lease agreement for Jefferson Lines for the Ames Intermodal Facility.
- 2. Do not approve the lease agreement and direct staff to proceed according to Transit Board priorities.

RECOMMENDATION:

The Transit Director recommends approval of Alternative #1, to approve a five-year contract with Jefferson Lines. This contract provides an important transportation link in the Ames community.

Ames Intermodal Facility Commercial Tenant Lease

1. BASIC PROVISIONS

1.1 Parties: This lease dated for reference purposes only, May 16, 2024, is made by and between the City of Ames, Iowa, d/b/a Ames Transit (hereinafter referred to as "Landlord") and Jefferson Partners, L.P., d/b/a Jefferson Lines, a Delaware Limited Partnership (hereinafter referred to as "Tenant") (collectively the "Parties" or individually a "Party") for the property located at 129 Hayward Avenue (hereinafter referred to as "Intermodal Facility").

1.2 Premises:

- (a) Exclusive Premises: That certain real property for the exclusive use of Tenant, consisting of approximately 104 square feet of floor space in the carrier office area and 394 square feet of waiting area, including all improvements therein, and more particularly described on Exhibit "A-1" (hereinafter referred to as "Exclusive Premises").
- (b) Common Areas: That certain real property for the common use of the Landlord, Tenant and other tenants of Landlord, consisting of approximately 1,042 square feet of floor space in the entry vestibule/men's and women's restrooms/shower area, and approximately 612 square feet of Bus Bay "B," including all improvements therein or to be provided by Landlord under the terms of this Lease, and more particularly illustrated in Exhibit "A-1" and Exhibit "A-2" (herein referred to as "Common Areas").
- (c) Address: The legal address of the exclusive premises is as follows:

129 Hayward Avenue, Suite 103 Ames, Iowa 50010

- (d) Hours of Operation: That certain real property for the exclusive or common use of the Tenant will be available for use by the Tenant 24 hours per day, 7 days per week. Tenant will have a company representative/employee on site during times when the Premises are utilized by Tenant or Tenant's clients.
- **1.3 Term:** The term of this Lease commences on July 1, 2024 (hereinafter referred to as "Commencement Date") and ends June 30, 2029 (hereinafter referred to as "Expiration Date"). Any leasehold encumbrance must be approved by the Federal Transit Administration prior to execution of an agreement.

1.4 Rental:

(a) Base Rent: Tenant shall pay monthly base rent for the Leased Premises equal to \$1,400 per month (the "Monthly Base Rent") for the first year of this agreement, including utilities, payable in advance prior to the first day of each month. The first month's rent will be paid upon execution of this Commercial Tenant Lease Agreement (hereinafter referred to as "Agreement"). To the extent the Term commences on a day other than the first day of the month, the first month's rent shall be prorated accordingly.

Utilities will be calculated based on the percentage of the tenant's "Exclusive Premises" and "Common Area" square footage compared to the total Terminal area square footage. This calculation is included as Exhibit B-1. Tenant's monthly utility rate is \$200.00 and included in the Monthly Base Rent. Annually a reconciliation of actual versus paid tenant utility costs will be calculated. The results of this reconciliation will be mailed to the Tenant's representative as identified in Section 17.1 of this Agreement. The tenant's next monthly payment will be reduced or increased by the difference in the reconciliation.

- **(b)** Rent Increases: The "Monthly Base Rent" shall increase during the term of the lease according to the Producers Price Index (PPI) as referenced in paragraph (c).
- **(c) PPI Adjustments:** The PPI Adjustment shall be accomplished through the use of the following procedures:
 - (i) The "Reference Date" shall be the lease Commencement Date. The "Comparison Date" shall be in all instances the last day of the Lease Year immediately preceding the Lease Year as to which the PPI Adjustment is to be applicable.
 - (ii) The PPI for Operators and Lessors of Non-Residential Buildings (Except Miniwarehouses) published by the United State Department of Labor, Bureau of Labor Statistics (the "Index"), which is published most immediately preceding the Comparison Date (the "Comparison Index"), shall be compared with the PPI published most immediately preceding the Reference Date (the "Reference Date").
 - (iii) The Monthly Rent for the applicable Lease Year shall be the product that results when the initial Monthly Rent specified above is multiplied by a fraction, the numerator of which is the applicable Comparison Index and the denominator of which is the Reference Index. In no event, however, shall the PPI Adjustment be greater than three percent (3%) with respect to any Lease Year. As soon as the Monthly Rent for the affected Lease Year is set, Landlord shall give Tenant notice of the amount of the Monthly Rent for the Lease Year.
 - (iv) If the Index is changed so that the Base Year differs from that used as of the lease Commencement Date, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the Lease Term, such other governmental index or computation with which it is replaced shall be used in order to obtain substantially the same results as would be obtained if the Index had not been discontinued or revised.
- (d) Rent Payable: Rent shall be payable to Iowa State University as the Landlord's Management Agency (hereinafter referred to as "Representative") and sent to the following individual and address:

Mr. Mark Miller Iowa State University Parking Director 2519 Osborn Drive Ames, Iowa 50011-1049

Notice of change will be transmitted to Tenant by Landlord as described in Section 17 of this Agreement entitled "Notices."

- 1.5 Permitted Use: Operation of a bus terminal and the handling of passengers, baggage and package express by the Tenant and its affiliated or tenant carriers. (See paragraph 5.1 for further provisions.) The Tenant shall have the exclusive right to use the Exclusive Premises for such purposes; however, the use of Common Areas shall be non-exclusive and the Common Area may be used by Landlord for such other purposes it deems appropriate.
- 1.6 Parking Spaces: Included in the lease of the Premises is one parking space at no cost. A second parking space will be provided at the "Covered Annual Permit" rate, payable July 1 of each year. The location of these spaces will be identified in writing by the Representative annually and will be subject to change upon written notification by the Representative.

2. PREMISES

- 2.1 Letting: Landlord hereby leases to Tenant, and Tenant hereby leases from landlord, the Premises, for the term, at the rental and upon all of the terms, covenants and conditions set forth in this Lease. Unless otherwise provided herein, any statement of square footage set forth in this Lease, or that may have been used in calculating rental, is an approximation which Landlord and Tenant agree is reasonable and the rental based thereon is not subject to whether or not the actual footage is more or less.
- 2.2 Condition: Landlord shall deliver the Premises to Tenant with all leasehold improvements described in the construction plans and specifications dated December 14, 2010. Tenant shall provide all remaining furnishings and fixtures to be utilized by Tenant in the Exclusive Premises. Any alteration of the Premises must be approved by Landlord's Representative in writing prior to said alteration.
- **2.3 Compliance:** Landlord represents and warrants to Tenant that the Premises comply with all applicable zoning requirements, ordinances, regulations and all applicable law affecting Premises and/or required in Tenant's use of the Premises or common areas appurtenant to the Premises, including the Americans With Disabilities Act (or other laws affecting handicapped access) and any environmental impact or traffic studies or requirements.

3. TERM

3.1 Term: The Commencement Date, Expiration Date and Original Term of this Lease are as specified in paragraph 1.3.

4. REPRESENTATIONS AND WARRANTIES

Landlord hereby represents and warrants to Tenant that as of the Commencement Date:

(a) Landlord has full right, power and authority to enter into this Lease and to execute and perform all of the terms, provisions, covenants and agreements provided herein.

- (b) As of the Commencement Date of this Lease, there are no existing or proposed plans for the widening of any streets adjacent to the premises, or any urban renewal or other public projects affecting the Premises or which may impair Tenant's use and enjoyment of the Premises; however, if additional funding is secured for an expansion of the facility, Landlord will work with the Tenant to accommodate its continued use of the Premises during this construction.
- **(c)** To the best of its knowledge, Landlord represents that there are no condemnation proceedings or eminent domain proceedings of any kind pending, contemplated or threatened against the Premises;
- (d) To the best of its knowledge, Landlord represents that there are no suits, judgments or notices from any governmental authority relating to any violation of any health, pollution control, building, fire or zoning laws of any governmental authority with respect to the Premises, and there is no litigation or proceeding pending or threatened against or affecting the Premises;
- **(e)** To the best of its knowledge, Landlord represents that there is no adverse fact relating to the physical, mechanical or structural condition of the Premises or any portion thereof which has been specifically disclosed to Tenant;
- (f) No commitments have been or will be made by the Landlord to any governmental authority, utility company or other organization relating to the premises which would impose an obligation upon Tenant to make any contribution of money or dedications of property or to construct any improvements; and no governmental authority has imposed a requirement that the owner or occupant of the Premises pay any special fees or incur any expenses or obligations in connection with the Premises;
- **(g)** To the best of its knowledge, other than this lease, Landlord represents that there are no contracts, leases or agreements of any kind whatsoever which restrict Tenant's rights under this Lease or the Exclusive Premises.

5. USE

5.1 Use: Tenant shall use and occupy the Premises only for the purposes set forth in paragraph 1.5 or any other use which is incidental thereto including, but not limited, to the supplying of goods and services customarily provided to the traveling public. Tenant shall not use or permit the use of the Premises in a manner that creates waste or a nuisance. Landlord acknowledges that Tenant's proposed use of the premises for its bus terminal operations does not constitute a nuisance.

5.2 Hazardous Substances:

(a) Tenant will comply with all environmental laws during the term of the Lease and agrees to indemnify, defend and hold the Landlord harmless from and against any and all loss, damage, liability and expense (including reasonable attorney's fees) that the Landlord may incur as a result of any claim, demand or action related to environmental conditions as a result of Tenant's use of the Premises.

- (b) Landlord represents and warrants to Tenant that the Premises do not contain any asbestos or Hazardous Materials (as defined below) and Landlord is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under or about the premises including, but not limited to, soil and ground water condition.
- (c) The term "Hazardous Material" as used herein shall include, but not be limited to, asbestos, flammable explosives, dangerous substances, pollutants, contaminants, hazardous wastes, toxic substances and any other chemical, material or related substance, exposure to which is prohibited or regulated by any governmental authority having jurisdiction over the Premises, any substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, by the Superfund Amendments and Reauthorization Act 42 U.S.C. § 9601, et seq.; the Hazardous Material Transportation Act, 49 U.S.C. § 1801, et seq.; Clean Air Act 42 U.S.C. § 7901, et seq.; Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; Clean Water Act, 33 U. S. C. § 1251, et seq.; the laws, regulations or rulings of the state in which the Premises is located or any local ordinance affecting the Premises; or the regulations adopted in publication promulgated pursuant to any of such laws and ordinances.
- 5.3 Tenant's Compliance with Law: Except as otherwise provided in this Lease, Tenant shall, at Tenant's sole cost and expense, fully, diligently and in a timely manner comply with all Applicable Law, which term is used in this Lease to include all laws, rules, regulations, ordinances, directives, covenants, easements and restrictions of record or permits relating to Tenant's use of the Premises, now in effect or which may hereafter come into effect, and whether or not reflecting a change in policy from any previously existing policy. Tenant shall, within ten (10) days after receipt of Landlord's or Landlord's Representative's written request, provide Landlord with copies of all documents and information including, but not limited, to permits, registrations, manifests, applications, reports and certificates evidencing Tenant's compliance with any Applicable Law, and shall promptly upon receipt notify Landlord in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving failure by Tenant to comply with any Applicable Law.
- 5.4 Ingress and Egress: Tenant shall have the non-exclusive right of ingress and egress to and from the Premises and shall not be unreasonably restricted in the operation of its motor buses to and from the Premises. Tenant shall ingress the Premises from Sheldon Avenue via Lincoln Way and egress the Premises on Hayward Avenue to Lincoln Way. Under no circumstances shall Tenant ingress or egress the Premises on Hayward Avenue south of Chamberlain Street or Arbor Street to the east of the facility.

6. MAINTENANCE AND REPAIRS; IMPROVEMENTS, ADDITIONS & ALTERATIONS

Tenant shall maintain the Exclusive Premises in a clean and orderly condition. Tenant shall, at Tenant's sole cost and expense, repair any and all damage done to the Exclusive Premises or Common Areas or the Landlord's adjoining premises by Tenant's employees, agents, contractors, business invitees, customers and patrons. Landlord shall maintain and promptly make all common area and exterior repairs (including landscaping, snow removal and common area maintenance), all repairs, replacements or retro-fitting of a permanent character (including, but not limited to, components in the air conditioning, boiler and heating systems, HVAC systems, sprinkler systems, gas lines, electrical and plumbing fixtures and hot water systems, including heaters), and all floors and floor surfaces, driveways, parking lots, bus docks, wall, roof (including water tightness), foundation, footings, Building Systems (as herein defined) and structural repairs, support systems, strengthening, alternations, reconstructions or additions necessitated by reason of lapse of time, weakness or decay, insect infestation, or damage to or destruction of the Premises, or to any part thereof, or which may, at any time, be required by any governmental or public authority, except for any damage caused solely by Tenant's negligence. The "Building Systems" shall be construed as the building utility elements essential for Tenant's use and occupancy of the Premises including, but not limited to, such systems as are not readily accessible to Tenant, such as underground water, sewer, electric and other utility lines and all trash removal related to the Premises. Tenant shall surrender the Premises in as good order, repair and condition as the same were in the commencement of the Term, damage by fire and items covered by extended coverage, insurance, unavoidable casualty, reasonable wear and tear, alternations, improvements and additions made by Tenant and Landlord's failure to repair excepted.

7. INSURANCE AND INDEMNITY

7.1 Landlord Insurance Property: Landlord is insured against all risks of physical loss or damage to the Premises in the amount of the full replacement cost thereof, against any perils commonly included in a broad form all risk policy, including the classifications of fire, lightning, explosion, vandalism, wind and hail. A copy of Landlord's property policy will be made available at Tenant's request. Landlord is insured for general liability for any common areas.

7.2 Tenant Insurance Public Liability:

(a) Commercial General Liability: A comprehensive general liability policy for its Premises, including coverage of contractual liability as respects this Agreement, providing a combined single limit of liability of not less than \$3,000,000 per occurrence. Tenant shall furnish a certificate of insurance to Landlord and Representative evidencing the aforesaid coverage and naming the following Landlord as an additional insureds: City of Ames, Ames Transit Authority, Iowa State University of Science and Technology, Board of Regents – State of Iowa, and State of Iowa. The policy shall provide that such insurance applies separately to each insured against whom claim is made or suit is brought. This insurance afforded to additional insureds is to be primary and non-contributory of any other valid and collectible insurance, including but not limited to self-insurance. Additional insured status shall be endorsed to the actual policy and copies of the endorsements attached to the certificate of insurance.

- (b) Personal Property: a policy for Tenant's personal property on the Premises written on an "all risks" of physical loss of damage basis for the full replacement cost value (subject to reasonable deductible amounts) new without deduction for depreciation of the covered items and in amounts that meet any co-insurances clauses of the policies of insurance and shall include mischief, theft, water damages of any type and explosion and provide business interruption coverage for a period of one year. Landlord has no obligations to insure, and no liability for any damage to, any personal property of Tenant or its permittees located in the Premises.
- (c) Automobile Insurance: a commercial automobile policy for all owned, leased/rented, unowned, hired and employee non-owned vehicles in a combined single limit of \$1,000,000.

(d) Worker's Compensation and Employer's Liability:

(i) Coverage A State Statutory Limit

(ii) Coverage B – Employer's Liability \$100,000/\$500,000/\$100,000

The policy shall contain a waiver of subrogation in favor of City of Ames, Ames Transit Authority, Iowa State University of Science and Technology, Board of Regents – State of Iowa, and State of Iowa. NCCI form number WC 0003 shall be endorsed and a copy of the endorsement attached to the certificate when provided.

Upon execution of this Agreement, Tenant shall deliver to Landlord and Representative copies of policies of any insurance required under this Lease or certificates evidencing the existence and amount of such insurance. All insurance companies providing policies shall be licensed to do business in the State of Iowa and have a minimum AM Best Rating of A-VII. All required insurance policies shall be written on a primary and non-contributory basis. Tenant's failure to maintain and keep in force the required insurance constitutes a material default of this Agreement by Tenant and entities Landlord to the remedies included in paragraph 11 of this Lease. If termination, expiration or any lapse of the required insurance coverage occurs, Tenant will fax a copy of a new certificate of insurance or other document evidencing reinstatement of coverage within five (5) business days to Landlord's Risk Manager at 515-239-5297 and will provide a copy to the Representative. Landlord is insured for public liability for any common areas.

7.3 Indemnity: Except as otherwise agreed upon herein, each party agrees to indemnify and save the other party harmless (and, with respect Tenant, shall also indemnify and save lowa State University of Science and Technology, Board of Regents – State of Iowa, and State of Iowa) from any and all claims, demands, costs and expenses of every kind whatsoever, including reasonable attorney's fees for the defense thereof, arising from the indemnifying party's wrongful act or negligence in or about the Premises. In case of any action or proceeding brought against either party by reason of any such claim, upon notice from such party, the indemnifying party covenants to defend such action or proceeding by counsel reasonably satisfactory to the other party, unless such action or proceeding alleges the joining of concurring wrongful acts or negligence of both parties, in which case both parties shall share equally in the defense of such action or proceeding to the extent permitted by law.

- 7.4 Waiver of Subrogation: Landlord and Tenant and all parties claiming under or through them hereby mutually release and discharge each other and the officers, employees, agents, representatives, customers and business visitors of Landlord or Tenant from all claims, losses and liabilities arising from or caused by any injury to persons or property covered by third party insurance, even if caused by the fault or negligence of a released party, but only: (1) in the actual amount and to the extent that insurance proceeds are received by the agreed party from third party insurers, (2) if this provision does not void or render invalid any insurance coverage or policy, (3) if consent to this waiver of subrogation by a third party insurer is given after a request has been made therefore (if required under the terms or such policy in order not to void same) and/or an endorsement to the policy is obtained (if an endorsement can be obtained at no additional cost) and (4) applying, in the case of Tenant, to any amounts in excess of the amount of which Tenant may self-insure.
- **7.5 Right to Self Insure:** Tenant represents to Landlord and Landlord acknowledges that Tenant may self-insure in the ordinary course of its business. Notwithstanding any other provision contained herein to the contrary, the insurance obligations of Tenant set forth in this paragraph 7 may be satisfied by endorsement to existing excess/umbrella blanket policies written by companies of recognized standing showing a self-insurance retention of not more than \$3,000,000 per occurrence for automobile liability and general liability insurance coverage; worker's compensation insurance coverage is subject to a \$1,500,000 deductible per occurrence with a deductible of \$100,000 per occurrence for property damage insurance coverage, to the extent required under this Agreement.

8. DAMAGE OR DESTRUCTION

If the Premises are damaged or destroyed in whole or in part by fire or other casualty, Landlord shall repair and restore the premises to a good tenantable condition. All rent shall wholly abate in the case the entire Premises is untenantable, or shall abate pro rate for the portion rendered untenantable in case a part only is untenantable, until the Premises is restored to a tenantable condition. Landlord shall commence and complete all work required to be done under this paragraph 8 with reasonable promptness and diligence. In the event Landlord repairs or restores the Premises, the rent due under this Lease shall be abated or reduced proportionately during any period which, by reason of such damage or destruction, there is unreasonable interference with the operation of the business of Tenant. If Landlord does not commence the repair or restoration within thirty (30) days after the damage of destruction occurs, or if repair or restoration will and does require more than ninety (90) days to complete, Tenant may, at Tenant's option, terminate this Lease by giving Landlord notice of Tenant's election to do so at any time prior to the commencement of the repair or restoration. In that event, this Lease shall terminate as of the date of such damage or destruction.

9. REAL PROPERTY TAXES

Landlord, during the Term, shall pay promptly when due all general ad valorem real estate taxes and assessments which may be imposed upon the Premises.

10. ASSIGNMENT AND SUBLETTING

Other than that of an independent commission contractor, Tenant shall not have the right to assign this Lease, or sublease all or a part of the Premises for any transportation purpose, without the prior written consent of Landlord, which may not be unreasonably withheld, to any person or entity at any time and from time to time. Any such assignment or sublease shall not release Tenant of its obligations, liability and responsibilities under this Lease. Any assignment or subletting of the Premises will be to another qualified Overthe-Road Carrier only.

11. TERMINATION FOR CONVENIENCE

Tenant and Landlord may, by written notice, terminate this contract, in whole or in part, when it is in either entities best interest. If this contract is terminated, a minimum of 90 days notice must be provided in writing. Landlord shall be liable only for payment under the rental provision of this agreement rendered before the effective date of termination.

12. DEFAULT; BREACH; REMEDIES

- **12.1 Default:** The occurrence of any of the following events constitutes a material default of this Lease by Tenant:
 - (a) The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where the failure continues for a period of twenty (20) days after Tenant receives notice thereof from Landlord.
 - (b) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than those described in subparagraph (a) above, where the failure continues for a period of thirty (30) days after Tenant receives notice thereof from landlord; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within the thirty (30) day period and thereafter diligently completes the cure.
 - (c) The making by Tenant of any general assignment or general arrangement for the benefit of creditors, the filing by Tenant of a petition to have Tenant adjudged a bankrupt and/or the judicial declaration of Tenant as bankrupt.
 - (d) The appointment of a trustee or receiver to take possession of substantially all Tenant's assets located at the Premises or of Tenant's interest in this Lease, if possession is not restored to Tenant within thirty (30) days.
 - **(e)** The attachment, execution or other judicial seizure of substantially all Tenant's assets located at the Premises or of Tenant's interest in this Lease, if the seize is not discharged within thirty (30) days.
 - (f) Tenant's action or inaction resulting in a lien being placed on all or part of the Leased Premises, if such lien is not bonded or discharged within thirty (30) days.

- **12.2 Remedies Upon Tenant's Default:** In the event of any such material default by Tenant, Landlord may, after giving notice as provided above, enter into the Premises, remove Tenant's property and take and hold possession of the Premises, expel Tenant and pursue those remedies available to Landlord under the laws of the state in which the Premises is located. Landlord shall make reasonable efforts to relet the premises or any part thereof in order to mitigate any damages resulting from Tenant's default.
- 12.3 Default by Landlord: Landlord shall not be in default unless Landlord or its Representative fails to perform any covenants, terms, provisions, agreements or obligations required of the Landlord within a reasonable time, but in no event later than thirty (30) days after notice by Tenant to Landlord; provided that if the nature of Landlord's obligation is such that more than thirty (30) days are reasonably required for performance, then Landlord shall not be in default if Landlord or its Representative commences performance within the thirty (30) day period and thereafter diligently completes performance.
- 12.4 Remedies upon Landlord's Default: If Landlord defaults in the performance of any of the obligations or conditions required to be performed by Landlord or its Representative under this Lease, Tenant may, after giving notice as provided above, either cure the default and deduct the cost thereof from rent subsequently becoming due hereafter, or elect to terminate this lease upon giving thirty (30) days notice to landlord of its intention to do so. In that event, this lease shall terminate upon the date specified in the notice, unless Landlord has meanwhile cured the default to the satisfaction of Tenant. In the event that any representations and warranties set forth in this Lease (including, but not limited to, those set forth in paragraph 4 herein) shall cease to be the case, and if Landlord shall have failed to commence to cure within sixty (60) days after notice from Tenant and thereafter diligently completes the cure of the same, then, except as specifically provided elsewhere in this Lease, Tenant shall have the right to terminate this Lease upon notice to Landlord. Tenant may also pursue those remedies available to it under the laws of the state in which the Premises are located.

13. SEVERABILITY

The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

14. CONDITIONS PRECEDENT

The rental and other monetary obligations of Tenant under this Lease shall not be effective unless and until Landlord receives a certificate of occupancy to operate Tenant's business on the Premises. In the event Landlord is unable to procure the necessary permits to operate on the Premises within thirty (30) days of the Commencement Date, Tenant may terminate this Lease upon written notice to Landlord.

15. TIME OF ESSENCE

Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

16.RENT DEFINED

All monetary obligations of Tenant to Landlord under the terms of this lease are deemed to be rent.

17.NO PRIOR OR OTHER AGREEMENTS

This Lease contains all agreements between the parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective.

18. NOTICES

18.1 All notices required or permitted by the Lease shall be in writing and may be delivered in person (by hand or by messenger or courier service) or may be by certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by a nationally recognized overnight courier (next day delivery) and shall be deemed sufficiently given if served in a manner specified in this paragraph 17. Timely delivery of notices as specified in this Lease to the individuals and addresses noted below shall constitute the Party's sufficient delivery of notice. Either Party may, by written notice to the other, specify a different address or individual for notice purposes. A copy of all notices required or permitted to be given to Landlord hereunder shall be concurrently transmitted to such party or parties at such addresses as Landlord may from time to time hereafter designate by written notice to Tenant.

Landlord	Representative	Tenant
Barbara Neal	Mark Miller	Steve Woelfel
Transit Director	Iowa State University	President and CEO
Ames Transit Agency	Parking Director	Jefferson Lines
601 N. University Blvd.	2519 Osborn Drive	2100 East 26th Street
Ames, Iowa 50010	Ames, Iowa 50011-1049	Minneapolis, Minnesota 55404

18.2 Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given twenty-four (24) hours after delivery of the same to the United States Postal Service or courier. If notice is received on a Sunday or legal holiday, it shall be deemed received on the next business day.

19. WAIVERS

No waiver by Landlord of the Default or Breach of any term, covenant or condition hereof by Tenant shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Tenant of the same or of any other term, covenant or condition hereof. Landlord's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to, or approval of, any subsequent or similar act by Tenant, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent. Regardless of Landlord's knowledge of a Default or Breach at the time of accepting rent, the acceptance of rent by Landlord shall not be a waiver of any preceding Default or Breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular rent so accepted. Any payment given Landlord by Tenant may be accepted by Landlord on account of moneys or damages due Landlord, notwithstanding any qualifying statements or conditions made by Tenant in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Landlord at or before the time of deposit of such payment.

20. HOLDOVER

If Tenant remains in possession of the Premises after the expiration or termination of the Lease, and without the execution of a new Lease, Tenant shall be deemed to be occupying the Premises as a Tenant from month-to-month, subject to all of the conditions, provisions and obligations of this Lease insofar as they are applicable to a month-to-month tenancy.

21. CUMULATIVE REMEDIES

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

22. COVENANTS AND CONDITIONS

All provisions of the Lease to be observed or performed by Tenant are both covenants and conditions.

23. BINDING EFFECT; CHOICE OF LAW

This Lease shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State of Iowa. Any litigation between the parties hereto concerning this Lease shall be initiated in Story County, Iowa.

24. ATTORNEY'S FEES

If any Party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the Prevailing party (as herein defined) in any such proceeding, action or appeal thereon shall be entitled to reasonable attorney's fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment or the abandonment by the other Party of this claim or defense. The attorney's fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorney's fees reasonably incurred.

25. LANDLORD'S ACCESS; REPAIRS

Landlord and/or Landlord's Representative shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times for the purpose of showing the same to prospective purchasers, lenders or tenants and making such alterations, repairs, improvements or additions to the Premises or to the building of which they are a part, as Landlord may reasonably deem necessary, provided such activities shall not unreasonably interfere with Tenant's operations. All such activities of Landlord or its Representative shall be without abatement of rent or liability to Lease.

26. SIGNS

Upon written permission of the Landlord, the Tenant may erect such signs on the interior of the Premises as Tenant may deem desirable: (a) if the signs do not violate the laws, rules or regulations of the municipality in which the Premises are situated and (b) if the Landlord determines such signs are compatible with the architecture and aesthetics of the principal structure.

27. QUIET POSSESSION

Landlord covenants and agrees that so long as Tenant observes and performs all of the agreements and covenants required of it hereunder, Tenant shall peaceable and quietly have, hold and enjoy the Premises for the Term without any encumbrance, interference or hindrance by Landlord. If Tenant's use of the Premises is limited or denied through rezoning, environmental impact edict or other action of any public or quasi-public agency or governmental authority, the Lease, at the sole option of the Tenant, shall terminate as of the effective date of such action and the rent applying to the unexpired portion of the Term will be abated.

28. PERFORMANCE UNDER PROTEST

If at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease.

29. AUTHORITY

If either party hereto is a corporation, trust or general or limited partnership, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. If it is a corporation, trust or partnership, Tenant shall, within thirty (30) days after request by Landlord, deliver the Landlord evidence satisfactory to Landlord of such authority.

30. CONFLICT

Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

31.OFFER

Preparation of this Lease by Landlord or its Representative and submission of same to Tenant shall not be deemed an offer to lease to Tenant. This Lease is not intended to be binding until executed by all parties hereto.

32. AMENDMENTS

This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification.

33. MULTIPLE PARTIES

Except as otherwise expressly provided herein, if more than one person or entity is named herein as either Landlord or Tenant, the obligations of such Multiple Parties shall be the joint and several responsibilities of all persons or entitled named herein as such Landlord or Tenant.

34.NO INTERPRETATION AGAINST DRAFTER

Each party recognizes that this lease is a legally binding agreement and acknowledges that it has had the opportunity to consult with legal counsel. In any construction of the terms of this lease, the same shall not be construed against either party on the basis of that party being the drafter of such terms.

LANDLORD AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THE LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

The parties hereto have executed this Lease at the place on the dates specified above to their respective signatures.

For City of Ames d/b/a Ames Transit Agency:	For Jefferson Partners, L.P., d/b/a Jefferson Lines:
Bronwyn Beatty-Hansen	Steve Woelfel
Board of Trustees President Date:	President and CEO Date:

Key Carrier Lobby Entry Vestibule/Restrooms/Showers Carrier Office TRANSIT TERMINAL - MAIN LEVEL PLAN VALUE LOS BNDNG. WATER SCHOOL THY WESTER MOSEM E OSMEN B₀ EC EXPESS ENSOTE B Sunk NE STARLED

Exhibit A-1

EXHIBIT A-1

EXHIBIT A-2

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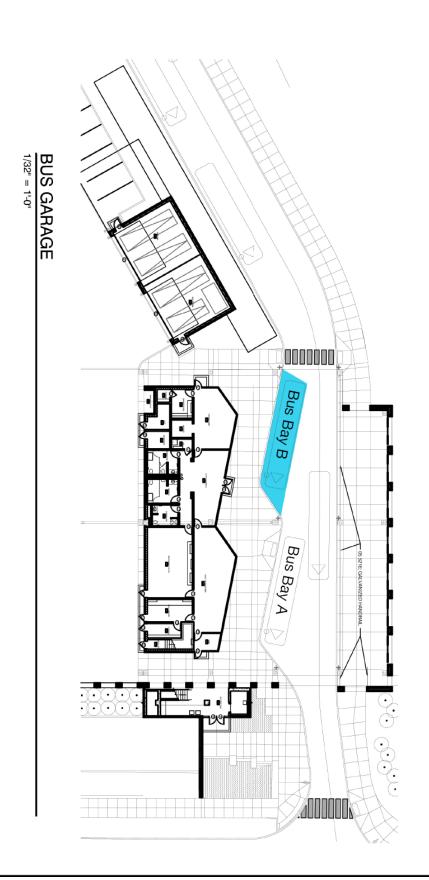


Exhibit A-2

Key

Bus Bay B

17



May 16, 2024

Approval of 2023 Shop Rehabilitation Project Change Orders

CyRide Resource: James Rendall

BACKGROUND:

CyRide's 2023 Shop Rehabilitation Project (Bid No. 2024-015) was awarded to R.H. Grabau Construction, Inc. of Boone, Iowa, for a cost of \$390,165 in August 2023, which included the base bid plus bid alternate #1. The project started in November 2023, and the construction component of this project is nearing completion. Plans and specifications called for consolidating bus parts into one location, improving maintenance employees' work environment, supporting employee efficiency, and adjusting workspaces to enhance safety. The project received \$581,566 of state funding through an lowa DOT Public Transit Infrastructure Grant (PTIG) and had an initial project budget of \$750,000. The favorable bid by R.H. Grabau resulted in a contingency fund of \$359,835.

Due to an uncertain bid climate and the construction estimate provided by the Architecture and Engineering firm (A&E) being \$684,750, originally planned components of the project were removed from the final bid documents. To date, CyRide has issued and approved four change orders totaling \$18,442.27. Purchasing policies require governing body approval when a project's total change order cost surpasses 20% of the project budget or \$50,000, whichever is lower.

Approval of change order #6 is being requested to fully utilize grant funding and align with the stated project goals. Among other modifications, change order #6 would create a new space for the maintenance division Principal Clerk position, allowing them to greet visitors better, receive shipments, and provide additional document storage space. Existing plumbing and electrical equipment would be removed and relocated to the mezzanine level. It would also allow the Maintenance Coordinator to have an individual office space for private conversations. The following table lists the approved and requested change orders.

Item	Description	Amount
R.H. Grabau Construction Inc.	Base Bid	\$385,000.00
Alternate #1	Install window on the new masonry wall	\$5,165.00
Change Order #1	Infill opening in the mezzanine	\$2,356.00
Change Order #2	Extend west support I-beam to vertical I-beam	\$1,842.12
Change Order #3	Add power outlets, data ports, and relocate fluid	\$4,895.74
	system control terminal	
Change Order #4	Not executed	\$0
Change Order #5	Rework air compressor power supply wires, add	\$9,348.41
	data ports in repair bay and wing wall, add vertical	
	support C-channel, and repair concrete under	
	removed wall	
Current Total		\$408,607.27
Requested Change Order #6	Rework existing mop sink area into office space for	\$48,482.07
	the Principal Clerk position. Move existing laundry	
	facilities to the mezzanine level. Apply epoxy	
	flooring to the fabrication area under the new	
	mezzanine floor and between the new masonry	
	wall and repair bay. Paint remaining walls in the	
	fabrication area under the new mezzanine floor	
	and reworked office space.	
Amended Contracted Total		\$457,089.34

ALTERNATIVES:

- 1. Approve change order #6 in the amount of \$48,482.07, to R.H. Grabau Construction, Inc. of Boone, Iowa, bringing the contract total to \$457,089.34.
- 2. Direct staff to proceed according to Transit Board priorities.

RECOMMENDATION:

The Transit Director recommends approval of Alternative #1, to approve change order #6 and increase the contract amount for R.H. Grabau Construction. The requested change to the project would allow CyRide to improve workspaces to meet the current needs of CyRide's maintenance division while maximizing the utilization of the grant funds.



May 16, 2024 Monthly Report CyRide Resource: Barbara Neal

1. Fuel Purchase Contract

CyRide, in coordination with the Purchasing Division, has released the FY 2025 fuel contract bid. There are some changes from previous years. The overall bid timeline has been extended, with bids due May 24, 2024. It was determined that utilizing federal funding for fuel purchases would not be necessary during this contract period, so the additional federal clauses were removed to encourage competition. CyRide has also altered requirements for how the cost of biofuels should be represented to encourage a better price for this type of fuel. These changes should provide a more favorable result for the organization. The bid results will be brought to the June 2024 Transit Board meeting for consideration.

2. Local Roadeo

The annual CyRide Roadeo will be held on Saturday, June 1, at the CyRide facility. This event is not just a competition but an opportunity to come together and celebrate our skills. Competitors will

navigate 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 designed 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. The top-finishing individuals will be given the opportunity to represent CyRide at the state roadeo. 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 competition.

3. Statewide Roadeo

The lowa Public Transit Association (IPTA) will hold its annual meeting and training conference in Ames, June 5-7, with a statewide roadeo hosted by CyRide on Saturday, June 8. The conference provides an opportunity for transit organizations around the state to come together and discuss solutions to the various challenges we all face. It includes presentations, discussion panels with experts, award events for outstanding transit organizations and individual employees, and a trade show. The state roadeo will consist of competitors representing their transit organizations for the large and small bus competitions. The winners will be able to represent the state of lowa at the national roadeo next spring.

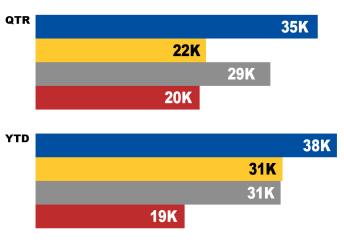
4. Quarterly Report

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 2024 through March 2024.

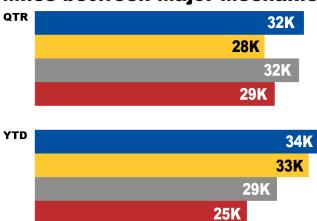
CyRide Quarterly Operations Report

January 1, 2024 to March 31, 2024 (3rd Quarter FY24) System Overview - Safety/Fleet

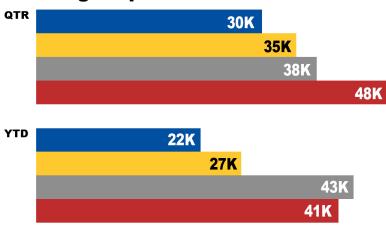




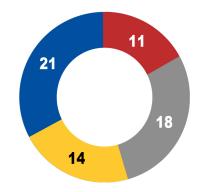
Miles between Major Mechanical Issues



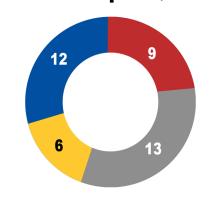
Passengers per Comment



Preventable Accidents per Quarter



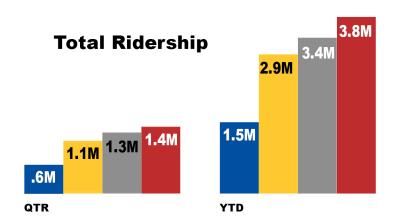
Road Calls per Quarter

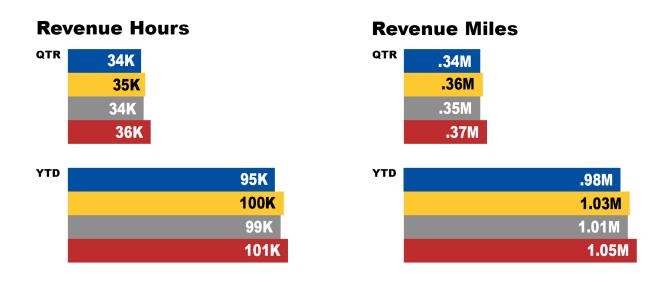


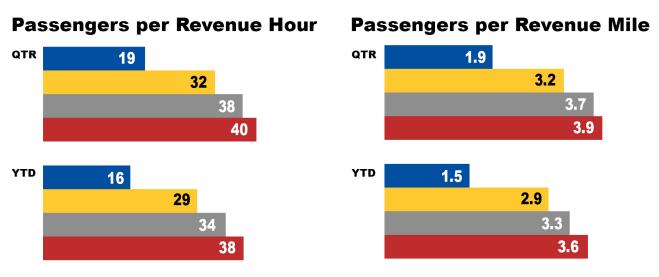


CyRide Quarterly Operations Report

January 1, 2024 to March 31, 2024 (3rd Quarter FY24) System Overview - Efficiency







	FY 2024	FY 2023	%	FY 2024	FY 2023	%
	3rd Qtr	3rd Qtr	<u>CHANGE</u>	<u>YTD</u>	<u>YTD</u>	<u>CHANGE</u>
MAINTENANCE						
Interior Clean	7	99	-92.9%	184	337	-45.4%
Shop Road Calls	12	6	100.0%	32	28	14.3%
Miles per Shop Road Call	35,873	68,793	-47.9%	38,097	40,557	-6.1%
NTD Minor Mech.	169	149	13.4%	492	333	47.7%
NTD Major Mech.	15	13	15.4%	48	39	23.1%
Total NTD Mechanical Prob.	184	162	13.6%	540	372	45.2%
Miles per Major Mech.	28,698	31,751	-9.6%	25,398	29,118	-12.8%
Gasoline Vehicles						_
Gas Miles Driven	43,773	28,876	51.6%	146,552	88,698	65.2%
Total Gallons Gas	5,707	3,758	51.9%	19,007	11,685	62.7%
Total Gas Cost	14,205	10,339	37.4%	\$52,261	\$35,938	45.4%
Avg. Gas Cost/Gallon	\$2.49	\$2.75	-9.5%	\$2.75	\$3.08	-10.6%
Gas Cost per Mile	\$0.32	\$0.36	-9.4%	\$0.36	\$0.41	-12.0%
Average Gas MPG	7.7	7.7	-0.2%	7.7	7.6	1.6%
Diesel Vehicles						
Diesel Miles Driven	375,800	383,882	-2.1%	1,041,534	1,046,905	-0.5%
Total Gallons Diesel	90,535	77,014	17.6%	238,051	221,510	7.5%
Total Diesel Cost	236,151	231,128	2.2%	\$700,470	\$768,239	-8.8%
Avg. Diesel Cost/Gallon	\$2.61	\$3.00	-13.1%	\$2.94	\$3.47	-15.2%
Diesel Cost per Mile	\$0.63	\$0.60	4.4%	\$0.67	\$0.73	-8.4%
Average Diesel MPG	4.2	5.0	-16.7%	4.4	4.7	-7.4%
Electric Vehicles						
Electric Miles Driven	10,899.0	0.0	#DIV/0!	31,023.0	0.0	#DIV/0!
All Vehicles						
Total Miles Driven	430,472	412,758	4.3%	1,219,109	1,135,603	7.4%
Total Gallons Fuel	96,242	80,772	19.2%	257,058	233,195	10.2%
Total Fuel Cost	\$250,356	\$241,467	3.7%	\$752,730	\$804,177	-6.4%
Avg. Cost/Gallon	\$2.60	\$2.99	-13.0%	\$2.93	\$3.45	-15.1%
Total Cost per Mile	\$0.58	\$0.59	-0.6%	\$0.62	\$0.71	-12.8%
Avg. MPG all Vehicles	4.5	5.1	-12.5%	4.7	4.9	-2.6%
Small Bus/Sup. Mileage	27,792	14,916	86.3%	95,084	50,643	87.8%
Large Bus Mileage	402,680	397,842	1.2%	1,124,025	1,084,960	3.6%
% Rev. Mi./Total Miles	85.9%	85.5%	0.4%	86.4%	89.2%	-3.1%
Percentage Small Bus	6.5%	3.6%	78.7%	7.8%	4.5%	74.9%
Maintenance Expense	\$844,006	\$797,531	5.8%	\$2,488,012	\$2,307,245	7.8%

	FY 2024	FY 2023	%	FY 2024	FY 2023	%
	3rd Qtr	3rd Qtr	CHANGE	YTD	YTD	CHANGE
OPERATIONS						
Total Passengers	1,426,584	1,289,697	10.6%	3,826,831	3,375,299	13.4%
Average Drivers per Month	146.0	126.3	15.6%	138.0	120.4	14.6%
Driving Hours	45,600	43,961	3.7%	132,976	118,719	12.0%
Drivers Late	43	20	115.0%	146	47	210.6%
Drivers No Show	7	6	16.7%	25	12	108.3%
Late/No Show per Driver	0.34	0.21	66.4%	1.24	0.49	152.9%
Total Comments	30	34	-11.8%	94	79	19.0%
Driver Fault	6	9	-33.3%	25	22	13.6%
Undetermined	2	2	0.0%	2	3	-33.3%
No Fault	7	13	-46.2%	26	25	4.0%
System Complaints	2	4	-50.0%	8	12	-33.3%
Service Requests	7	1	600.0%	19	5	280.0%
Compliments	6	5	20.0%	14	12	16.7%
Passengers/Comment	<u>47,553</u>	<u>37,932</u>	<u>25.4%</u>	<u>40,711</u>	<u>42,725</u>	<u>-4.7%</u>
Pass./Complaint (D & U)	178,323	117,245	52.1%	141,734	135,012	5.0%
Driving Hours/Comment	1,520	1,293	17.6%	1,415	1,503	-5.9%
Driving Hrs/Comment (D&U)	5,700	3,996	42.6%	4,925	4,749	3.7%
Accident Reports	33	22	50.0%	89	54	64.8%
Preventable Accidents	21	14	50.0%	65	37	75.7%
Percent Preventable	63.6%	63.6%	0.0%	73.0%	68.5%	6.6%
Miles/Prev. Accident	20,499	29,483	-30.5%	18,756	30,692	-38.9%
Hours/Prev. Accident	2,171	3,140	-30.8%	2,046	3,209	-36.2%
Unreported Accidents	3	2	50.0%	10	3	233.3%
Damage to Buses/Equip.						
Caused by CyRide	\$5,274	\$5,338	-1.2%	18,359.07	14,923.87	23.0%
Caused by Others	\$12,484	\$54,442	-77.1%	17,043.56	63,958.55	-73.4%
Caused by Unreported	\$1,380	\$317	335.3%	1,954.05	\$485	303.3%
Claims by Others (#)	2	. 6	-66.7%	5	. 14	-64.3%
Claims by Others (\$)	\$1,439	\$53,593	-97.3%	\$5,491	\$65,374	-91.6%
Personal Injury Claims	\$0	\$0	#DIV/0!	\$0	\$0	#DIV/0!
Operations Expense	\$2,136,525	\$1,961,522	8.9%	\$5,869,090	\$5,284,312	11.1%
SYSTEM TOTAL						
Passengers	1,426,584	1,289,697	10.6%	3,826,831	3,375,299	13.4%
Revenue Miles	369,582	352,999	4.7%	1,053,500	1,013,187	4.0%
Revenue Hours	35,680	34,435	3.6%	101,312	98,862	2.5%
Revenue Miles per Hour	10.4	10.3	1.0%	10.4	10.2	1.5%
Pass./Rev. Mile	3.9	3.7	5.7%	3.6	3.3	9.0%
Pass./Rev. Hour	40.0	37.5	6.8%	37.8	34.1	10.6%
Operations Expense	\$2,136,525	\$1,961,522	8.9%	\$5,869,090	\$5,284,312	11.1%
Maintenance Expense	\$844,00 <u>6</u>	\$797,531	5.8%	\$2,488,012	\$2,307,245	7.8%
Total Expenses	\$2,980,531	\$2,759,053	8.0%	\$8,357,102	\$7,591,557	<u>7.5%</u> 10.1%
Farebox Revenue	\$54,681	\$53,183	2.8%	\$162,154	\$147,877	9.7%
Rev./Exp. Ratio	1.8%	1.9%	-4.8%	1.9%	1.9%	-0.4%
Oper. Exp./Passenger	\$2.09	\$2.14	-2.3%	\$2.18	\$2.25	-2.9%
Oper. Exp./Rev. Mile	\$8.06	\$7.82	3.2%	\$7.93	\$7.49	5.9%
Oper. Exp./Rev. Hour	\$83.54	\$80.12	4.3%		\$76.79	7.4%
Opon. Exp./1.cv. Flour	ψυυ.υ-τ	ψ00.12	7.570	Ψ02.70	Ψ10.13	1.7/0

	EV 2004	EV 0000	0/	EV 0004	EV 0000	0/
	FY 2024	FY 2023	%	FY 2024	FY 2023	%
FIVED DOUTE	3rd Qtr	3rd Qtr	<u>CHANGE</u>	<u>YTD</u>	<u>YTD</u>	<u>CHANGE</u>
FIXED ROUTE	4 440 044	4 004 454	40.00/	2 004 057	2 254 620	40.50/
Fixed Route Passengers	1,419,314	1,281,151	10.8%	3,804,957	3,351,629	13.5%
Shuttle Passengers	0	0	#DIV/0!	<u>0</u>	<u>0</u>	<u>#DIV/0!</u>
Total Passengers	<u>1,419,314</u>	<u>1,281,151</u>	10.8%	3,804,957	<u>3,351,629</u>	13.5%
Transfers	7,892	6,922	14.0%	27,582	23,755	16.1%
Revenue Miles	349,913	335,581	4.3%	992,274	952,780	4.1%
Revenue Hours	34,163	33,119	3.2%	96,653	93,681	3.2%
Revenue Miles per Hour	10.2	10.1	1.1%	10.3	10.2	0.9%
Pass./Rev. Mile	4.1	3.8	6.2%	3.8	3.5	9.0%
Pass./Rev. Hour	41.5	38.7	7.4%	39.4	35.8	10.0%
Operations Expense	\$2,045,622	\$1,886,681	8.4%	\$5,601,105	\$5,048,426	10.9%
Maintenance Expense	\$831,056	\$787,34 <u>5</u>	<u>5.6%</u>	\$2,451,399	<u>\$2,280,041</u>	<u>7.5%</u>
Total Expenses	<u>\$2,876,678</u>	<u>\$2,674,026</u>	<u>7.6%</u>	\$8,052,504	<u>\$7,328,467</u>	<u>9.9%</u>
Farebox Revenue	\$47,809	\$49,270	-3.0%	\$146,019	\$136,583	6.9%
Rev./Exp. Ratio	1.7%	1.8%	-9.8%	1.8%	1.9%	-2.7%
Exp./Passenger	\$2.03	\$2.09	-2.9%	\$2.12	\$2.19	-3.2%
Exp./Rev. Mile	\$8.22	\$7.97	3.2%	\$8.12	\$7.69	5.5%
Exp./Rev. Hour	\$84.20	\$80.74	4.3%	\$83.31	\$78.23	6.5%
•						
DIAL-A-RIDE						
Passengers	3,901	3,446	13.2%	10,803	10,335	4.5%
Revenue Miles	14,007	11,836	18.3%	45,217	45,501	-0.6%
Revenue Hours	971	841	15.5%	3,170	3,956	-19.9%
Revenue Miles per Hour	14.4	14.1	2.5%	14.3	11.5	24.0%
Pass./Rev. Mile	0.28	0.29	-4.3%	0.24	0.23	5.2%
Pass./Rev. Hour	4.0	4.1	-2.0%	3.4	2.6	30.4%
Operations Expense	\$72,792	\$58,431	24.6%	\$217,576	\$192,294	13.1%
Maintenance Expense	<u>\$0</u>	\$0	#DIV/0!	\$0	\$0	#DIV/0!
Total Expenses	\$72,792	\$58,431	24.6%	\$217,5 <u>76</u>	\$192,294	<u>13.1%</u>
Farebox Revenue	\$6,872	\$3,913	75.6%	\$16,135	\$11,294	42.9%
Rev./Exp. Ratio	9.4%	6.7%	41.0%	7.4%	5.9%	26.3%
Exp./Passenger	\$18.66	\$16.96	10.0%	\$20.14	\$18.61	8.2%
Exp./Rev. Mile	\$5.20	\$4.94	5.3%	\$4.81	\$4.23	13.9%
Exp./Rev. Hour	\$74.97	\$69.48	7.9%	\$68.64	\$48.61	41.2%
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MOONLIGHT EXPRESS						
Passengers	3,369	5,100	-33.9%	11,071	13,335	-17.0%
Revenue Miles	5,662	5,582	1.4%	16,009	14,906	7.4%
Revenue Hours	546	475	15.0%	1,490	1,225	21.6%
Revenue Miles per Hour	10.4	11.8	-11.7%	10.7	12.2	-11.7%
Pass./Rev. Mile	0.6	0.9	-34.9%	0.7	0.9	-22.7%
Pass./Rev. Hour	6.2	10.7	-42.5%	7.4	10.9	-31.7%
Operations Expense	\$18,111 \$12,050	\$16,410	10.4%	\$50,409	\$43,592	15.6%
Maintenance Expense	\$12,950 \$34,064	\$10,186	<u>27.1%</u>	\$36,613	\$27,204 \$70,706	<u>34.6%</u>
Total Expenses	\$31,061 ************************************	<u>\$26,596</u>	<u>16.8%</u>	\$87,022 \$7,06	<u>\$70,796</u>	<u>22.9%</u>
Exp./Passenger	\$9.22	\$5.21	76.8%	\$7.86	\$5.31	48.1%
Exp./Rev. Mile	\$5.49	\$4.76	15.1%	\$5.44	\$4.75	14.5%
Exp./Rev. Hour	\$56.90	\$56.00	1.6%	\$58.42	\$57.80	1.1%

	EV 2024	EV 2022	0/	EV 2024	EV 2022	0/
	FY 2024	FY 2023	%	FY 2024	FY 2023	%
OPERATIONS REVENUE	3rd Qtr	3rd Qtr	CHANGE	<u>YTD</u>	<u>YTD</u>	<u>CHANGE</u>
Farebox	¢ E4 604	¢E2 102	2.8%	¢160.151	¢4.47.077	9.7%
Transit Contracts	\$54,681 \$269,633	\$53,183 \$263,803	2.0%	\$162,154 \$269,987	\$147,877 \$263,803	2.3%
I.S.U.	\$929,723	\$911,493	2.0%		\$911,493	2.0% 6.2%
Student Body Government	\$5,805,241 \$116,116	\$2,583,920	124.7% 22.3%	\$5,805,241 \$1,246,660	\$5,468,207	19.2%
City of Ames IDOT - STA		\$94,909			\$1,045,805	19.2%
Section 5307	\$281,789 \$0	\$250,285 \$0	12.6% #DIV/0!	\$919,629 \$649,611	\$772,813 \$1,865,971	-65.2%
	•	•				
Other Grants	\$98 \$484.038	\$35,404	-99.7%	' '	\$35,404	38.2%
Other	\$181,928	\$148,440	<u>22.6%</u>	\$424,698	\$288,149	<u>47.4%</u>
Total Operating Revenue	<u>\$7,639,209</u>	<u>\$4,341,437</u>	<u>76.0%</u>	<u>\$10,456,647</u>	<u>\$10,799,522</u>	<u>-3.2%</u>
TOTAL EXPENSES						
TOTAL EXPENSES Administration	\$369,102	\$400,228	-7.8%	\$1,071,424	\$958,870	11.7%
			13.4%			9.7%
Safety & Training	\$179,041	\$157,903		\$510,104	\$465,195	* * * * * * * * * * * * * * * * * * * *
Promotion	\$0	\$0	#DIV/0!	\$0	\$18	-100.0%
Bldg. & Grounds	\$209,352	\$220,523	-5.1%	. ,	\$359,460	2.1%
Fixed Route	\$2,876,678	\$2,674,026	7.6%	\$8,052,504	\$7,328,467	9.9%
Dial-A-Ride	\$72,792	\$58,431	24.6%	\$217,576	\$192,294	13.1%
Moonlight Express	<u>\$31,061</u>	\$26,596	<u>16.8%</u>	\$87,022	<u>\$70,796</u>	<u>22.9%</u>
Operating Total	<u>\$3,738,026</u>	<u>\$3,537,707</u>			\$9,375,100	<u>9.9%</u>
Farebox Revenue	\$54,681	\$53,183	2.8%	\$162,154	\$147,877	9.7%
Farebox Rev./Exp. Ratio	1.5%	1.5%	-2.7%	1.6%	1.6%	-0.2%
Admin. Expense/Pass.	\$0.53	\$0.60	-12.1%	\$0.51	\$0.53	-3.6%
Admin. Exp./Rev. Mile	\$2.05	\$2.21	-7.1%	\$1.85	\$1.76	5.1%
Admin. Exp./Rev. Hour	\$21.23	\$22.61	-6.1%	\$19.23	\$18.04	6.6%
Total Expense/Passenger	\$2.62	\$2.74	-4.5%	\$2.69	\$2.78	-3.0%
Total Expense/Rev. Mile	\$10.11	\$10.02	0.9%	\$9.78	\$9.25	5.7%
Total Expense/Rev. Hour	\$104.77	\$102.74	2.0%	\$101.72	\$94.83	7.3%