



Transit Board Meeting
AGENDA

**AMES TRANSIT AGENCY
BOARD OF TRUSTEES**

CYRIDE TRAINING ROOM – August 22, 2024

1. CALL TO ORDER: 5:00 p.m.
2. Approval of Minutes from June 20, 2024
3. Public Comments
4. Memorandum of Agreement with Iowa Department of Transportation
5. Agency Safety Plan – Annual Revision and Certification
6. GMV Syncromatics One-Year Contract Extension
7. FY 2024 Preliminary Operations Fund Closing Balance – Discussion
8. Monthly Report
9. Fall Meeting Dates / Times
 - September 19 at 5:00 p.m.
 - October 17 at 5:00 p.m.
 - November 21 at 5:00 p.m.
 - December 19 at 5:00 p.m.
10. Adjourn

JUNE 20, 2024

AMES TRANSIT AGENCY BOARD OF TRUSTEES

The Ames Transit Agency Board of Trustees met on June 20, 2024, at 5:00 p.m. in the CyRide Conference room. President Beatty-Hansen called the meeting to order at 5:00 p.m. with Trustees Boland, Gopa, Lee, Norton, and Schainker present.

APPROVAL OF MAY 16, 2024, MINUTES:

Trustee Lee made a motion to adopt the May 16, 2024, Transit Board minutes as presented; Trustee Gopa seconded the motion. (Ayes: 6 Nays: 0) Motion carried.

PUBLIC COMMENTS:

Director Neal informed the board that Reiman Gardens had emailed a proposal requesting service to their location. It will be included at the September board meeting as part of the FY 2026 Budget Planning – Discussion item.

SECTION 5307 FORMULA FUNDING GRANT APPLICATION:

Director Neal requested approval to execute and file a Section 5307 grant application for CyRide's formula funding of \$4,194,044. To receive our federal funding, CyRide needs to submit a grant application detailing how this funding would be used. Administration is recommending allocating the funding toward wages, which will make the utilization and documentation of this funding easier to administer.

Director Neal recommended approval of Alternative #1 to authorize her to execute and file a Section 5307 grant application for federal funding, which will support CyRide's operations within Ames and help meet the demand for transit service within the community.

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

AWARD OF CONTRACT FOR FY 2025 FUEL PURCHASES:

Director Neal requested approval of the award of contract for FY 2025 fuel purchases. CyRide's fuel contract ends on June 30, 2025. CyRide worked with Purchasing to release Invitation to Bid #2024-182 for the purchase of diesel fuel from July 1, 2024, through June 30, 2025. CyRide received four bid responses from Agriland Fs Inc, New Century FS (Growmark INC), Petroleum Traders Corporation, and Sunoco, LLC. Agriland Fs Inc was determined to be the lowest overall bidder.

Director Neal recommended approval of Alternative #1 to award the fuel contract to Agriland Fs Inc, which will ensure CyRide can receive fuel in a timely manner, save administrative resources, and allow CyRide to meet the needs of the community.

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

EXECUTIVE EXPRESS TENANT SHORT-TERM LEASE:

Director Neal requested approval to of a short-term lease for Executive Express to extend their tenancy until August 31, 2024, at a monthly rate amount of \$750. The short-term lease would provide Executive Express with the flexibility to make an informed decision regarding their long-term leasing plans.

Director Neal recommended approval of Alternative #1 to approve the short-term lease, which will allow Executive Express to evaluate its service options.

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

MONTHLY REPORT:

Conflict of Interest: The City of Ames requests that all members of city boards and commissions submit a conflict of interest disclosure form every year or when changes occur. Forms were handed out and emailed to members.

Odyssey of the Mind: Preliminary ridership for the week of Odyssey of the Mind was approximately 46,000 rides higher than the previous week of ridership. Numerous compliments from attendees about the Ames community, ISU, and CyRide were received.

Local Rodeo: CyRide hosted its local rodeo on June 1. The top seven finishers were Brian Grootveld, Adam Wiederholt, Aidan Boyer, Paul Klimesh, Charles Long, Jason Bollman, and Gabby Reis.

Annual IPTA Conference and State Rodeo: Iowa Public Transit Association’s annual meeting and bus rodeo were held in Ames June 5 through 8. CyRide had two staff members present during the conference, James Rendall and Kevin Gries. Two employees also received recognition awards during the event: Chris Lumley received the IPTA Transit Operations Employee of the Year award, and Glenn Crosswait received the Professional Driver of the Year award.

Fall meeting dates:

- August 22, 2024, at 5:00 p.m. (adjusted from initially scheduled date)
- September 19, 2024, at 5:00 p.m.
- October 17, 2024, at 5:00 p.m.
- November 21, 2024, at 5:00 p.m.
- December 19, 2024, at 5:00 p.m.

Trustee Norton inquired if there would be additional gold route service beginning the week of August 19 for students returning to campus. Director Neal answered that CyRide would be extending its #25 Gold route, and additional information would be posted on social media.

Adjourn: Trustee Lee made a motion to approve adjourning at 5:26 p.m.; Trustee Gopa seconded the motion. (Ayes: 6 Nays: 0) Motion carried.

Bronwyn Beatty-Hansen, President

Cheryl Spencer, Recording Secretary



August 22, 2024

**Memorandum of Agreement with
Iowa Department of Transportation**

CyRide Resource: Kevin Gries, Christine Crippen, Barbara Neal

BACKGROUND:

CyRide has been working with the Iowa Department of Transportation (IDOT) as a third-party commercial driver's license (CDL) tester since 2022. During this time, CyRide has conducted more than 60 CDL examinations. As a component of this partnership, a Memorandum of Agreement (MOA) must be signed by both parties and renewed whenever changes are made. This MOA was first brought to the Transit Board and signed in September 2022.

The MOA outlines that CyRide can administer any knowledge or skills tests for which we are certified. CyRide provides the same standard test as the IDOT. CyRide does not allow trainers who have instructed employees to administer any tests or allow applicants to retake a failed test the same day. CyRide also allows the IDOT to conduct random examinations, inspections, and audits of records and operations. CyRide maintains all records and documents for three years.

The IDOT has recently updated the MOA with two changes: replacing all instances of "transit system" with "third-party tester" and requiring that a certain proportion of applicants be in-state applicants. Neither of these changes will impact CyRide's ability to conduct CDL examinations since all CyRide applicants must have an in-state residence. No other changes have been made to the agreement.

The City of Ames Legal Department has reviewed and approved this agreement, which is attached to the board packet for review.

ALTERNATIVES:

1. Approve the Memorandum of Agreement with the Iowa Department of Transportation.
2. Do not approve the Memorandum of Agreement and direct staff to proceed according to Transit Board priorities.

RECOMMENDATION:

The Transit Director recommends approval of Alternative #1. Approving the MOA will allow CyRide to continue to administer the CDL knowledge and skills tests for CyRide drivers to get their CDL licenses and help streamline and shorten the training process.

Document prepared by:
Iowa Department of Transportation
Motor Vehicle Division
PO Box 9204
Des Moines, Iowa 50306-9204

**MEMORANDUM OF AGREEMENT BETWEEN
CY-RIDE TRANSIT SYSTEM
AND
THE IOWA DEPARTMENT OF TRANSPORTATION**

THIS AGREEMENT is made and entered into this 22nd day of August, 2024, by and between Ames Transit Agency (CyRide), hereinafter referred to as the third-party tester, and the Iowa Department of Transportation, hereinafter referred to as the Department.

I. AUTHORITY

This Agreement is entered into pursuant to the provisions of Iowa Code § 321.187 and Iowa Code Chapter 28E.

II. DURATION

This Agreement shall become effective upon filing with the third-party tester and the Secretary of the State of Iowa in accordance with the provisions of Iowa Code section 28E.8, Filing and Recording. This Agreement shall begin upon its electronic filing with the secretary of state pursuant to section 28E.8(1) of the Iowa Code and shall expire at midnight on June 30, 2025. Thereafter, this Agreement shall automatically renew for successive one-year periods of July 1 to midnight on the following June 30, unless either party, at least 30 days prior to June 30, gives written notice to the other party of its intention not to renew this Agreement for an additional one-year term.

If this Agreement is automatically renewed, all terms and obligations contained in this Agreement shall remain the same and continue unless changed by written amendment pursuant to Article VIII.

III. PURPOSE

The purpose of this Agreement is to establish the terms and conditions whereby the third-party tester will perform commercial driver's license testing, pursuant to 49 C.F.R. § 383.75, Iowa Code §321.187 and 761 Iowa Administrative Code (IAC) 607.30.

The terms "test", "tests", and "testing" as used throughout this Agreement, refer to and shall include the following tasks as designated by the Department in accordance with 49 C.F.R. § 383.75 and subparts G and H of 49 C.F.R. part 383: pre-trip vehicle inspection, basic control skills testing, and on-road driving skills, and shall also include the general knowledge test and specialized knowledge tests designated by the Department in accordance with subparts E, F, and G of 49 C.F.R. part 383.

IV. TERMS AND CONDITIONS

The third-party tester, in consideration of the authority to administer commercial driver's license testing within the purposes outlined herein, agrees to the following:

- A. The third-party tester shall comply with all applicable statutes and administrative rules of the State of Iowa; with all applicable federal laws, including regulations of the Federal Motor Carrier Safety Administration (FMCSA); and all standard operating testing procedures of the Department as set forth in procedural memos, e-mails, manuals, or other documented standards of the Department for the testing of commercial driver license applicants which the Department may make known to the third-party tester. The obligations herein specifically include, but are not limited to, the obligation to comply to with the requirements of 49 C.F.R. §§ 383.75, 384.228, and 384.229, and Iowa Code section 321.187, as adopted by rule by the Department in 761 IAC 607.30.
- B. The third-party tester shall only administer the types of knowledge and skills tests for which the Department has certified the third-party tester under 761 IAC 607.30(2). The Department shall notate in the department's records which types of test the third-party tester is authorized to offer, and the third-party tester shall provide a minimum of 30 days' notice to the Department prior to beginning or ending the administration of any type of knowledge or skills test.
- C. The CDL tests given by the third-party tester shall be the same as those that would otherwise be given by the Department using the same version of the tests, the same written instructions for test applicants, and the same scoring sheets as those prescribed in subparts G and H of 49 C.F.R. part 383. The third-party tester shall verify whether an applicant has complied with the applicable entry-level driver training requirements under 49 C.F.R. part 380, subpart F, or 49 C.F.R. part 383, subpart E, and if the applicant is otherwise qualified to take the skills test or hazardous materials endorsement knowledge test prior to administering the skills test or hazardous materials endorsement knowledge test.
- D. The third-party tester shall not allow a skills test examiner who is also a skills instructor either as a part of a school, training program or otherwise to administer a skills test to an applicant who received skills training by that skills test examiner.
- E. The third-party tester shall not knowingly allow an applicant who fails a test to repeat that test the same day.
- F. The third-party tester shall allow the Federal Motor Carrier Safety Administration (FMCSA), or its representative, and the Department to conduct random examinations, inspections, and audits of its records, facilities, and operations without prior notice.
- G. The third-party tester shall allow the Department to do any of the following:
 - 1. Have Department employees covertly take the tests administered by the third-party tester as if the Department employee were a test applicant;
 - 2. Have Department employees co-score along with the third-party skills test examiner during CDL skills tests to compare pass/fail results;

3. Allow the Department to temporarily install audio or visual recording equipment in the facility or vehicle of the third-party tester to allow the Department to observe CDL testing when it is impracticable for a Department employee to be present in the facility or vehicle while the test is taking place; or
 4. Re-test a sample of drivers who were examined by the third-party tester to compare pass/fail results.
- H. The third-party tester shall use only CDL test examiners who have successfully completed a nationwide criminal background check and formal CDL test examiner training courses as prescribed by the Department, have been certified by the Department as a CDL examiner qualified to administer CDL tests, conduct skills test examinations to at least 10 different applicants per calendar year, complete a refresher training course and examination every four years and upon request of the Department, and hold a valid, unexpired certificate of authority issued by the Department pursuant to 761 IAC 607.30(3).
- I. The third-party tester shall use only CDL skills test examiners who have and maintain a valid, unexpired driver's license other than a temporary restricted license or instruction permit. The third-party tester shall require all CDL skills test examiners employed or used by the third-party tester to notify the third-party tester of any denial, suspension, revocation, bar, cancellation, or disqualification of his or her driver's license or any driver improvement action ordered by a court or state, within one (1) business day after receiving notice of said sanction or action. The third-party tester shall immediately notify the Department if a CDL skills test examiner employed by the third-party tester is subject to a license denial, suspension, revocation, bar, cancellation, or disqualification.
- J. The third-party tester shall submit a request to the Department if a commercial driver's license examiner employed by the third-party tester seeks to temporarily provide examiner services for any other third-party tester, county, or driver's license location. The examiner shall not conduct tests for any other third-party tester, county, or driver's license location unless and until approved by the Department.
- K. The third-party tester shall only use designated road test routes that have been approved by the Department.
- L. The third-party tester shall submit a schedule of CDL testing appointments to the Department no later than two business days prior to each test in a manner designated by the Department. Skills tests may not be backdated in the system of record (CSTIMS).
- M. The third-party tester assumes full responsibility for assuring record maintenance and protection, including determining the methods used for recordkeeping and the sufficiency of such methods under all applicable state and federal law and this Agreement. The third-party tester shall maintain copies of the following records at its principal place of business:
1. A copy of the certificate issued by the Department under 761 IAC 607.30(3) authorizing the third-party tester to administer a CDL testing program for the classes and types of commercial motor vehicles listed;

2. A copy of each third-party CDL test examiner's certificate authorizing the examiner to administer CDL tests for the classes and types of commercial motor vehicles listed;
 3. A current copy of this Agreement;
 4. A copy of each completed CDL skills test scoring sheet for the current year and the past three calendar years;
 5. A record of each CDL knowledge test administered by the third-party tester for the current year and the past three calendar years, including the name of the test applicant, the type of test administered, and the date the test was administered, for the current year and the past three calendar years;
 6. A copy of the third-party tester's Department-approved road test route(s); and
 7. A copy of each third-party CDL test examiner's training record.
- N. The third-party tester must notify the Department through a secure electronic means determined by the Department when a driver applicant passes a test administered by the third-party tester.
- O. The third-party tester shall not engage the services of any individual employed by the Department.
- P. The third-party tester shall not allow its CDL test examiners, employees, contractors, or any other person to assist any driver's license applicant in obtaining a passing score during a test.
- Q. The third-party tester shall designate an administrative level employee in charge of the professional truck driver preparation program to be responsible for the third-party tester's performance under this Agreement.
- R. The third-party tester shall immediately notify the Department of any fraudulent activity it suspects or discovers related to the conduct of CDL tests under its authority, or any failure to comply with the requirements, qualifications, and standards of 761 IAC chapter 607, this Agreement, or 49 C.F.R. parts 383 and 384 applicable to third-party knowledge or skills testing that the third-party tester suspects or discovers, and shall allow the Department and FMCSA to investigate as necessary and reasonably cooperate in such investigation.
- S. The third-party tester will administer at minimum 50% of all knowledge and skills tests in a calendar year to Iowa applicants or the third-party tester will administer at minimum 10% of all knowledge and skills tests in a calendar year to Iowa applicants if the remainder of the tests are given to current or prospective employees of the third-party tester.
- T. **Knowledge testing terms and requirements.** The third-party tester, if certified by the Department to administer knowledge tests under paragraph "B" of this division, shall adhere to the following requirements:
1. Knowledge testing will be conducted through a web-based remote knowledge testing portal established by the Department and its knowledge testing vendor. Results will be passed directly to the Department by the vendor in a form and manner determined by the Department.

2. The third-party tester shall notify the Department as soon as practicable, but no less than three business days, after a knowledge test examiner is no longer employed by the third-party tester.
 3. The third-party tester shall not allow a knowledge test examiner to share assigned logon credentials with any other examiner or individual or use those credentials in any manner inconsistent with their authorized use under this Agreement. Improper use of logon credentials will be grounds for termination of the knowledge test examiner's access privilege. At the discretion of Department, examiners found to be in violation of this section may have their individual access terminated temporarily or permanently and may be subject to criminal charges.
 4. The third-party tester shall not allow an applicant to complete a knowledge test if the applicant has in their possession any of the following prohibited items: textbooks, manuals, scratch paper, notes, reading material, study aids, or any electronic device, including mobile phones, smart watches, fitness bands, media players, iPads, wired or wireless headphones or earbuds, cameras, or any other devices with recording, internet, or communication capabilities. However, an applicant may use headphones provided by the third-party tester for the exclusive purpose of accessing audio within the remote knowledge testing portal.
 5. Any classroom or computer lab used to administer knowledge tests must also include one computer reserved for use by the examiner. Separate testing rooms must have separate examiners. Computers used for the administration of knowledge tests must be able to access the Remote Proctor Portal and Remote Testing Portal using any of the supported web browsers: Internet Explorer version 10 or 11 run on Windows 7, 8.1, or 10; Microsoft Edge; Google Chrome; Mozilla Firefox; or Apple OSX. All technical and configuration requirements are provided in the "Iowa Automated Testing Configuration Guide," which will be provided to the third-party tester and is hereby incorporated by reference into this Agreement.
- U. The third-party tester is solely responsible for ensuring any person or entity providing examiner or tester services for the third-party tester is in compliance with the terms and conditions of this Agreement. If the third-party tester chooses to authorize a person or entity other than itself or its direct employees to provide testing services associated with this Agreement, the third-party tester must first provide the Department with the contract or agreement outlining the responsibilities and authorities of the person or entity providing testing services on behalf of the third-party tester. The Department may refuse or revoke the certificate of authority of the third-party tester under Article VI of this Agreement if the contract or agreement between the third-party tester and other entity does not require strict adherence to the terms and conditions of this Agreement, or if any person or entity providing examiner or tester services for the third-party tester violates the terms and conditions of this Agreement.

V. Title VI Program Requirements.

1. The third-party tester agrees to comply with Title VI of the Civil Rights Act of 1964 and related nondiscrimination authority which prohibits to discrimination against any person on the grounds

of race, color, national origin, sex, age, disability, income, or Limited English Proficiency (LEP) under any program or activity receiving Federal financial assistance (See Appendices).

2. Notification to Beneficiaries/Participants: The third-party tester agrees to post the [Public Notice](#) hard copy in a place easily visible to customers (and on a website if the third-party tester maintains a publicly accessed website).
3. Complaint Disposition Process: The third-party tester shall forward any inquiry or complaint regarding the Title VI Program to the Iowa DOT's Civil Rights Bureau. See Discrimination Complaint Process link below:

Iowa Department of Transportation
Civil Rights Bureau Director
Ames, IA 50010
515-233-7970

[\[Iowa DOT\] 107009. Title VI Complaint Form \(seamlessdocs.com\)](#)

W. Limitations on use and protection of data. The third-party tester and all examiners employed by the third-party tester agree to use any motor vehicle record information obtained under this Agreement subject to and in accordance with the limitations of all applicable state and Federal laws, including the Driver's Privacy Protection Act (DPPA), 18 U.S.C. §§2721-25, and Iowa Code § 321.11. The third-party tester and its examiners further agree that any personal information used in connection with this Agreement will not be published, redisclosed, or used to contact individuals, in accordance with 18 U.S.C. §2721(b)(5). The third-party tester shall employ any and all security measures as are reasonably necessary to protect any and all data and/or information that the third-party tester (including its agents and employees) come to possess as a result of this Agreement from illegal or unauthorized access or redisclosure. The third-party tester shall not to sell, assign, or otherwise transfer or disclose any data or information obtained or received pursuant to this Agreement except for purposes expressly permitted under the DPPA and Iowa Code §321.11, and only then with the express permission of the Department. Transfer means dissemination by written, audio, or electronic means. The third-party tester agrees and acknowledges that the duties set forth herein are ongoing for the life of the data and do not lapse or cease in the event this Agreement is terminated or otherwise modified. In the event of any breach of law or security involving personal information, including breach by any third party, the third-party tester shall immediately notify the Department upon discovery and will fully cooperate with the Department to investigate the issue(s) and take all corrective action required by the Department.

V. FUNDING

The third-party tester is not a vendor, and this Agreement creates no obligation for compensation or reimbursement from the Department to the third-party tester. The Department will not fund, reimburse, or otherwise compensate the third-party tester for testing. The third-party tester is responsible for all costs and expenses it incurs in connection with the performance of its obligations under this Agreement.

The Department is not responsible for any such costs or expenses of the third-party tester. This does not preclude the third-party tester from assessing a fee for testing services rendered to a driver.

VI. REMEDIAL MEASURES, REVOCATION OF AUTHORIZATION, AND TERMINATION OF AGREEMENT

- A. The Department reserves the right to take prompt and appropriate remedial action against the third-party tester in the event the third-party tester fails to comply with the requirements and standards of for the CDL testing program set forth in 49 C.F.R. parts 383 and 384, including 49 C.F.R. §§ 383.75, 384.228, and 384.229, and 761 IAC 607.30, or with any other terms of this Agreement. Remedial action may include revocation of the third-party tester's certificate of authority to conduct CDL tests pursuant to 761 IAC 607.30(3).
- B. In the event the Department determines that grounds to revoke the certificate of authority exist, the Department in its discretion may immediately revoke the certificate of authority and terminate this Agreement, or may stay revocation and place the third-party tester on probation for a period of at least 30 but no more than 180 days to afford the third-party tester the opportunity to correct the non-compliance and ensure compliance with this Agreement and the applicable standards, subject to such conditions as the Department in its discretion may impose. In the event the Department elects immediate revocation and termination, the Department shall give the third-party tester written notice of the revocation and termination ten (10) days prior to termination.
- C. Notice of revocation and termination or probation shall be in writing addressed to the program administrator appointed by the third-party tester and may be delivered electronically. The notice shall set forth the reasons for the withdrawal of authorization or probation.
- D. The Department may reauthorize the third-party tester upon correction of the non-compliance to the Department's satisfaction.
- E. In the event the third-party tester is placed on probation, failure to correct the non-compliance and obtain reauthorization within the time allotted shall result in revocation of the certificate of authority and termination of this Agreement. The Department shall give the third-party tester written notice of the revocation and termination ten (10) days prior to termination.
- F. The third-party tester may voluntarily terminate this Agreement at any time, by giving the Department written notice ten (10) days prior to termination.
- G. Upon revocation and termination by the Department or voluntary termination by the third-party tester, or in the event this Agreement expires and is not automatically renewed under Article II, the third-party tester shall:
 - 1. Cease administration of CDL tests.
 - 2. Undertake no new obligations and confine its activities solely and entirely to finishing work on obligations already undertaken in connection with the performance of this Agreement.
 - 3. Take such action as may be necessary, or as may be directed, for the protection and preservation of all property related to this Agreement which is in the possession of the third-party tester and in which the Department has or may acquire an interest as provided in Article X of this Agreement.

4. Maintain a copy of CDL skills test scoring sheets and a record of CDL knowledge tests administered for the period of time required by Article IV, paragraph "M", subparagraphs 4 and 5 of this Agreement. The obligation to maintain such copies and records shall survive termination of this Agreement.
- H. Unless mutually agreed to and upon termination or expiration of this Agreement, property provided by the Department and assigned to the third-party tester shall be returned to the Department in the same condition as initially provided, reasonable wear and tear excepted.

VII. AMENDMENT

This Agreement may be amended only by the mutual assent of both parties in writing.

VIII. CONSTRUCTION AND INTERPRETATION

This Agreement shall be construed and interpreted to be in compliance with 49 C.F.R. § 383.75, as adopted by rule by the Department in 761 IAC 607.30. In the event any part of this Agreement shall be determined to be in conflict with the requirements of those provisions, those requirements shall apply and shall supersede any conflicting term in this Agreement. The failure to specifically enumerate in this Agreement any term, condition, provision, standard or requirement set forth in 49 C.F.R. parts 383 and 384 applicable to third-party knowledge and skills testing including 49 C.F.R. §§ 383.75, 384.228, and 384.229, and/or 761 IAC 607.30 shall not waive, excuse, or otherwise preclude their application and enforcement.

IX. PROPERTY

With the exception of 1) the web-based remote knowledge testing portal referenced in Article IV, paragraph S and 2) the Commercial Skills Test Information Management System (CSTIMS) referenced in Article IV, paragraph L, the third-party tester shall provide, at its own expense, any hardware and software necessary to accomplish the purposes of the Agreement.

The Department may in its discretion assign any properties/equipment to the third-party tester. Any properties/equipment assigned by the Department in its discretion to the third-party tester and used for the purpose of the Agreement, shall remain assigned to the third-party tester for use by the third-party tester for as long as there is a need for the property to accomplish the purposes of the Agreement. The Department may recall or replace equipment as it determines appropriate.

The Department recognizes the fact that the property assigned to the third-party tester for the purposes of this Agreement will, over time, exhibit normal wear and tear. The Department shall be responsible for all such normal wear and tear.

The Department shall, in its discretion, provide all maintenance, repair and replacement of the property or equipment assigned to the third-party tester.

X. LEGAL ENTITY

No new legal or administrative entity is created by this Agreement nor does this Agreement create any agency relationship between the parties, which remain separate legal entities.

XI. LIMITATION OF LIABILITY

The parties agree and acknowledge that the Department has no liability for any acts or omissions committed by the third-party tester in the course of or related to its performance under this Agreement and has no liability or responsibility for any obligations incurred by the third-party tester in the course of or related to its performance under this Agreement.

XII. ASSIGNABILITY

The rights and interests of the parties under this Agreement shall not be assignable.

IN WITNESS WHEREOF, the Department and the third-party tester have caused this Agreement to be executed in two counterparts, each of which shall be considered an original.

Bronwyn Beatty-Hansen
Board of Trustees President,
CyRide
Ames Transit Agency

Daniel Yeh
Director, Central Programs Bureau
Iowa Department of Transportation

Date

Date

APPENDIX A

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Iowa Department of Transportation Title VI and Nondiscrimination Notice to the Public

The Iowa Department of Transportation hereby gives public notice that it is the policy of the Department to assure full compliance with Title VI of the Civil Rights Act of 1964, related statutes and regulation provide that no person shall on the ground of race, color, national origin, gender, age or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The Civil Rights Restoration Act of 1987 amended Title VI to specify that entire institutions receiving federal funds, whether schools, colleges, government entities, or private employers, must comply with Federal civil rights laws, rather than just the particular programs or activities that receive federal funds.

We are also concerned about the impacts of our programs, projects and activities on low income and minority populations (“Environmental Justice”) under Title VI. Any person who believes that they are being denied participation in a project, being denied benefits of a program, or otherwise being discriminated against because of race, color, national origin, gender, age, or disability, may contact:

Director, Civil Rights Bureau
Iowa Department of Transportation
800-262-0003 or 515-239-1304
Civil.Rights@iowadot.us

YOU SHOULD CONTACT THE ABOVE INDIVIDUAL OR IOWA DOT OFFICE AS SOON AS POSSIBLE BUT NO LATER THAN 180 DAYS AFTER THE ALLEGED DISCRIMINATION OCCURRED, OR IF THERE HAS BEEN A CONTINUING COURSE OF CONDUCT, NO LATER THAN 180 DAYS AFTER THE ALLEGED DISCRIMINATION WAS DISCONTINUED. CONTACT THE CIVIL RIGHTS COORDINATOR TO GET MORE INFORMATION ON THE IOWA DOT’S TITLE VI PROGRAM.

This notice is widely distributed throughout DOT facilities across the State. This includes the administrative, district and program offices as well as rest areas.

Who can file a complaint?

A Title VI complaint may be filed with the Iowa DOT's Civil Rights Bureau by any individual who alleges he/she has been subjected to discrimination or adverse impact under any Iowa DOT program or activity based on race, color, national origin, sex, age, disability, income status or retaliation.

How do I file a Title VI complaint?

To file a complaint, complete the form online at: iowadot.seamlessdocs.com/f/TitleVIComplaintForm

Email your completed form to:
Civil.Rights@iowadot.us, or

Mail or fax a hard copy to:
Iowa Department of Transportation
Civil Rights Bureau
800 Lincoln Way | Ames, Iowa 50010
Fax: 515-232-6739

What information is included in a Title VI complaint?

A signed, written Title VI complaint must be filed within 180 days of the date of the alleged act of discrimination. The complaint must include the following information.

- Your name, address, and telephone number. If you are filing on behalf of another person, include their name, address, telephone number, and your relationship to the complainant (friend, attorney, parent, etc.).
- The name and address of the agency, program or organization that you believe discriminated against you.
- A description of how, when, and why you believe you were discriminated against. Include as much background information as possible about the alleged acts of discrimination.
- Complaint must be signed and dated.

What if the recipient retaliates against me for asserting my rights or filing a complaint?

A recipient is prohibited from retaliating against any person because he or she opposed an unlawful policy or practice, made charges, testified, or participated in any complaint action under Title VI. If you believe that you have been retaliated against, immediately contact the Iowa DOT's Civil Rights Bureau.

What will the Iowa DOT do with my complaint?

All Title VI complaints against Iowa DOT will be forwarded to FHWA for processing and/or investigation. The Iowa DOT will investigate complaints against recipients.

For additional questions, please contact:

Iowa Department of Transportation
Civil Rights Bureau
800 Lincoln Way | Ames, Iowa 50010
Phone: 515-233-7970
Fax: 515-232-6739
Email: Civil.Rights@iowadot.us

“Simple justice requires that public funds, to which all taxpayers of all races contribute, not be spent in any fashion which encourages, entrenches, subsidizes or results in racial discrimination.”

- President John F. Kennedy, in his message calling for the enactment of Title VI, 1963

Federal and state laws prohibit employment and/or public accommodation discrimination on the basis of age, color, creed, disability, gender identity, national origin, pregnancy, race, religion, sex, sexual orientation or veteran's status. If you believe you have been discriminated against, please contact the Iowa Civil Rights Commission at 800-457-4416 or Iowa Department of Transportation's civil rights coordinator. If you need accommodations because of a disability to access the Iowa Department of Transportation's services, contact the agency's affirmative action officer at 800-262-0003.

TITLE VI/ non-discrimination

UNDERSTANDING YOUR RIGHTS UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964.

“No person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activities receiving Federal financial assistance.”



What is Title VI?

Title VI of the Civil Rights Act of 1964 is the federal law that protects individuals and groups from discrimination on the basis of their race, color and national origin in programs and activities that receive federal financial assistance.

Iowa DOT's Title VI policy

Pursuant to Title VI of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 and other nondiscrimination authorities, it is the policy of the Iowa Department of Transportation (DOT) that discrimination based on race, color, national origin, sex, age, disability or income status shall not occur in connection with any of its programs or activities.

Authorities

The two main authorities enabling Title VI implementation, compliance and enforcement are the Civil Rights Act of 1964 and Civil Rights Restoration Act of 1987. However, other statutes, laws, regulations, executive orders, and the United States Constitution provide guidance for the effective execution of the objectives of Title VI.

These include:

- **Federal-Aid Highway Act of 1973**
Prohibits discrimination on the basis of sex.
- **Section 504 of the Rehabilitation Act of 1973**
Prohibits discrimination against persons with disabilities.
- **Americans with Disabilities Act Amendments Act**
Prohibits discrimination against persons with disabilities.
- **Civil Rights Restoration Act of 1987**
Restores the broad, institution-wide scope and coverage of non-discrimination statutes to include all programs and activities of Federal-aid recipients, subrecipients and contractors, whether such programs and activities are Federally assisted or not.

- **Age Discrimination Act of 1975**
Prohibits discrimination based on age.
- **Uniform Relocation Act of 1970**
Prohibits unfair treatment of persons displaced or whose property will be acquired as a result of a highway project.
- **Executive order 12898**
Environmental Justice
- **Executive order 13166**
Limited English Proficiency

Title VI compliance

Title VI compliance is achieved when the Iowa DOT has effectively implemented all the Title VI requirements or can demonstrate that every good faith effort has been made toward achieving this end.

Pursuant to 23 U.S.C. § 302, the FHWA's primary recipient is the state highway (transportation) agency. The Iowa DOT is the primary recipient. The Iowa DOT and its subrecipients and contractors, are all required to prevent discrimination and to ensure nondiscrimination in all programs and activities whether they are federally funded or not.

Subrecipients of federal assistance include cities, counties, contractors, consultants, suppliers, universities, colleges, transit agencies, and regional and metropolitan planning agencies.

Programs covered

Federally assisted programs include any transportation project, program or activity for the provision of services and/or other benefits. Such programs include education, training, work opportunities, health, welfare, rehabilitation, housing or other services, whether provided directly by the Iowa DOT or indirectly through contracts or other arrangements with other agents.

What discrimination is prohibited under the Title VI?

Discrimination under the Iowa DOT's Title VI program is an action or inaction, intentional or not, through which any intended beneficiary, solely because of race, color, national origin, sex, age, disability, income status, or retaliation, has been otherwise subjected to unequal treatment or adverse impact under any Iowa DOT program or activity.

Discrimination based on the grounds referenced above limit the opportunity for individuals and groups to gain equal access to services and programs. In administering federally assisted programs and activities, the Iowa DOT will not discriminate either directly or through contractual or other means by:

- Denying program services, financial aid or other benefits.
- Providing different program services, financial aid or other benefits, or providing them in a manner different from that provided to others.
- Segregating or separately treating individuals or groups in any manner related to the receipt of any program service or benefit.
- Restricting in any way the enjoyment of any advantage or privilege enjoyed by others receiving any program service or other benefits.
- Denying person(s) the opportunity to participate as a member of a planning, advisory or similar body.
- Denying person(s) the opportunity to participate in a program through the provision of services or affording the opportunity to do so differently from those afforded others.



August 22, 2024
Agency Safety Plan
Annual Revision and Certification
CyRide Resource: Kevin Gries

BACKGROUND:

Operators of public transportation systems that receive federal funds under the Federal Transit Administration's (FTA) Urbanized Area Formula Grants program are required to develop and maintain Agency Safety Plans (ASP) that include processes and procedures to implement Safety Management Systems (SMS).

Safety is CyRide's number one priority and is of the utmost importance. CyRide's safety plan is based on SMS principles and is a comprehensive, collaborative approach to managing safety. It brings all employees together to control risk, detect and correct safety problems, analyze safety data, and measure safety performance.

The FTA's rule, 49 CFR Part 673.11(a)(5), requires each organization to specify a process and timeline to review and update its ASP annually to ensure it continues to reflect current SMS practices and FTA rules. As part of the Triennial Review process, CyRide revised and certified its ASP in January 2024. However, there is also an annual review starting in May, with a final decision on changes being made at the August Transit Board meeting each year.

Over the past year, the FTA has made numerous ASP rule changes, which has resulted in this year's ASP revision being the most significant since it was first introduced in 2020. Changes include a new Continuous Improvement Process and increased cooperation with frontline transit worker representatives during the ongoing development of CyRide's ASP. Other modifications include expanding existing FTA rules regarding safety risk management, safety promotion, and updating terminology and definitions. The attached summary outlines the proposed ASP revisions.

These proposed modifications reflect compliance enhancements, clarifications, and process improvements made since the implementation of the 2023 ASP revision. The full 2024 ASP document will be available at the Transit Board meeting.

ALTERNATIVES:

1. Approve and adopt CyRide's Agency Safety Plan as presented, effective August 22, 2024.
2. Direct staff to proceed according to Transit Board priorities.

RECOMMENDATION:

The Transit Director recommends approval of Alternative #1. Adopting these revisions will continue to reinforce CyRide's existing safety culture, ensure compliance with FTA regulations, and maintain the organization's eligibility to receive federal funding.

August 22, 2024

GMV Syncromatics One-Year Contract Extension

CyRide Resource: James Rendall, Keith Wilbur

BACKGROUND:

CyRide has been operating Intelligent Transportation Systems (ITS) technology on its buses since 2012. The ITS system provides multiple services for passengers, including ADA-required audible announcements, visual indication of upcoming stops for passengers unfamiliar with the system or who may have auditory disabilities, and real-time bus location information, which is used to generate the information displayed in the CyRide apps and website. This real-time data is also used by CyRide staff to operate and administer the system. The ITS equipment powers on-board infotainment screens, including advertising, and the automatic passenger counters used for live capacity data and system analysis.

In 2019, CyRide awarded a contract to GMV Syncromatics to provide ITS services and hardware. The current annual service fee under this contract is \$95,360 per year, which is 80% paid for through Section 5310 federal funding. The contract expires on September 30, 2024.

CyRide, with the assistance of the Purchasing Division, evaluated the procurement options of either releasing a competitive procurement or extending the existing contract for an additional year using a single-source procurement. It was determined that the best value for CyRide would be a one-year contract extension with GMV Syncromatics for \$125,452.80, which is 80% federally funded and included in the operating budget. This amount was found to be fair and reasonable based on an analysis of similar systems and the estimated cost of \$725,000 to fully replace the existing system. The Technology Coordinator and the Maintenance Division have evaluated the existing ITS equipment and determined it to be in sufficient working order for an additional year. However, in future years CyRide will likely need to pursue a procurement to address technology reaching the end of its useful life.

CyRide, in coordination with the Purchasing Division and Legal Department, has drafted a one-year contract extension with GMV Syncromatics to continue operating the existing ITS system through September 30, 2025.

ALTERNATIVES:

1. Approve a single-source one-year contract extension to GMV Syncromatics of Los Angeles, CA, in the amount of \$125,452.80.
2. Direct staff to proceed according to Transit Board priorities.

RECOMMENDATION:

The Transit Director recommends approval of Alternative #1. Extending the existing contract with GMV Syncromatics will allow CyRide to meet regulatory requirements and continue to provide valuable information to passengers.

August 22, 2024
FY 2024 Preliminary Operations Fund
Closing Balance - Discussion
CyRide Resource: Rob Jennings, Barbara Neal

BACKGROUND:

This is a discussion item to seek Transit Board direction on the potential reallocation of funds from the operations fund closing balance. Formal adoption of any options would be part of budget discussions at the September meeting.

The Transit Board has an established policy that the operations fund closing balance should be between 7.5% and 10% of operating expenses. Funds in excess of the maximum percentage can be considered for reprogramming to meet additional operating or capital needs.

Final operating expenses and the operations fund closing balance will be available at the close of the City of Ames audit process, anticipated in December 2024. The following preliminary estimates are currently available. CyRide and the Finance Department estimate that the FY 2024 operations fund closing balance will be approximately \$9,982,623. However, the board has existing commitments to these fund dollars, as reflected in the table below.

Operations Fund Activity	Dollars
Preliminary Operations Fund Closing Balance	\$9,982,623
FY 2023 Federal Funds*	(\$2,400,000)
10% Closing Balance for FY 2024	(\$1,368,842)
FY 2025 Local Funding Partners System Subsidy	(\$851,619)
System Recalibration	(\$250,000)
Reserved FY 2026 – FY 2030 Local Funding Partners System Subsidy	(\$3,839,364)
Anticipated Uncommitted Closing Balance	\$1,272,798

** These funds are needed for cash flow purposes, as federal funds are received after the budget year has been completed.*

With the FY 2024 closing balance expected to exceed the 10% goal, staff would like to discuss reallocating funds toward CyRide’s capital program with the Transit Board. If Trustees are interested in one or more of the following items, CyRide will present each option as part of budget discussions at the September board meeting.

Potential Options for Uncommitted Funds:

- Move \$500,000 to the capital fund for battery electric bus battery replacement reserve fund
- Move \$500,000 to the accessible technology reserve fund

Battery Electric Bus Battery Replacement Reserve:

CyRide currently operates two battery electric buses (BEBs), with five more on order. BEBs require periodic battery replacements due to the natural degradation of battery capacity over time. The Transit Board had previously set aside \$1,000,000 in the Capital Improvements Plan (CIP) reserve fund for BEBs or their battery replacements. At the November 2023 meeting, the board reallocated \$367,040 of this funding to support the purchase of the five BEBs currently on order, leaving \$632,960 available in this reserve fund.

To ensure the long-term sustainability of this fleet, the Transit Board could consider transferring \$500,000 from the operations fund closing balance to the BEB capital reserve fund, increasing the total available to \$1,132,960. This allocation would allow CyRide to proactively manage future needs and maintain operational reliability when battery replacements become necessary.

Bus Accessible Technology Replacement Reserve:

CyRide utilizes technology to improve system efficiency and enhance the riding experience. This technology is particularly important in maintaining access to the system for passengers with disabilities. This system was originally purchased in 2019 and is approaching the end of its useful life. CyRide currently has \$500,000 programmed in the CIP reserve fund for accessible technology replacement.

An additional \$500,000 could be transferred from the operations fund closing balance to support the replacement of this existing accessible technology, increasing the total available to \$1,000,000. This would better position CyRide to purchase a replacement system that fully meets the growing needs of CyRide's riders. CyRide would actively seek grant opportunities to help offset the cost when replacement becomes necessary, ensuring that the financial impact is minimized while maintaining a high level of service for all passengers.

Next Steps:

This is a discussion item, and staff is seeking board input on reallocating funds toward CyRide's capital program. If the Transit Board indicates interest, CyRide staff will prepare a 5-year pro forma financial statement detailing operating and capital funds for any of these options. The pro forma will provide a longer-term look at the revenues and expenses necessary to fund CyRide. Staff is currently preparing FY 2026 anticipated revenues and expenses through the budgeting process, with capital and operating expenses projected forward for FY 2026 through FY 2030.



August 22, 2024
Monthly Report
CyRide Resource: Barbara Neal

1. B100 Project Update

Optimus Technologies has completed the installation of their B100 equipment on five buses. We are awaiting fueling system upgrades to the new tank that has been placed within the facility to begin adding B100 fuel to the equipped buses. Once this is finished, we look forward to starting the operational portion of the pilot project with REG/Chevron, which will offer cleaner emissions for these vehicles and substantial data about B100 and any effect it might have on the buses.

On August 6, Emma Keiser, with Senator Ernst's office, visited CyRide's facility, following up on interest expressed by Senator Ernst in our B100 pilot project. James Rendall, Assistant Director of Fleet & Facilities, and I gave Emma a tour of our facility and had productive discussions about CyRide's needs and vision for the future. We greatly appreciated the opportunity to talk about this exciting project and the positive impact it could have for CyRide and the State of Iowa.

2. Digital Displays on Campus

CyRide is in the process of installing real-time information displays at Upper Friley and Student Services. These locations were chosen due to their high usage by students, making them ideal spots for this enhancement. CyRide plans to use these screens to develop additional real-time information for passengers and evaluate if further deployments would help improve access and the overall rider experience.

This initiative was in direct response to requests from ISU students, who had expressed a strong interest in having real-time information available at these shelters. Additionally, CyRide has added schedule information at high-ridership bus shelters to assist riders who may not have a cell phone or access to the apps in determining bus arrival times.

3. Free Stops on Campus

Due to construction at LeBaron Hall, the #23 Orange route will detour for the next two years. This detour will follow the same path that many other buses take through campus. This route operates frequently and is likely to become overloaded with passengers who would normally use non-circulator routes, requiring additional buses to manage the increased demand.

To address this issue and better accommodate the campus community, CyRide reinstated free boarding at all bus stops on central campus effective August 19 to match the start of the fall schedule. This change allows all passengers to board any CyRide bus without presenting a fare at any on-campus bus stop while construction is ongoing. This measure will help redistribute passengers, manage the expected increase in ridership on Orange route, and provide greater flexibility and comfort for everyone navigating campus during construction.

4. Transit App

To improve the rider experience, CyRide is introducing the Transit App as an additional option for passengers to access bus times and routes. This app includes a service called Royale, which provides enhanced access to all features, including real-time vs scheduled departure times, push notifications for arriving buses, live occupancy information, and rapid service alerts for closed stops and detours. This app is free for everyone and offers an additional way for passenger to stay informed about CyRide services.

5. New Bus Stop Shelters

Two new red arch bus stop shelters ordered in the spring have been installed. Both shelters have been installed on the south side of Mortensen Road, one at Lawrence Avenue and the second at Seagrave Boulevard.

6. FTA Triennial Update

Every three years, the Federal Transit Administration (FTA) conducts an oversight review of all grantees, including CyRide, in a "Triennial Review." The review examines performances in key areas, including those with the highest risk for non-compliance, such as Technical Capacity, Financial Capacity, Financial Management, Procurement, Disadvantaged Business Enterprise, Americans with Disabilities Act, Title VI of the Civil Rights Act, and Maintenance. The review determines whether CyRide is administering all FTA-funded programs in accordance with applicable legal provisions.

CyRide's onsite Triennial Review was conducted on July 11 and 12. I am pleased to report that CyRide had no deficiencies found in any review area. On average, transit agencies receive about seven to eight findings per review. Having no findings is rare and difficult to achieve, and this is the second review in a row we have received no deficiencies.

CyRide will be issued a final written report of our FY 2021-2023 review later in August 2024 from FTA and will share this report with the board at a subsequent meeting. A 'finding of no deficiencies' by the FTA is a testament to our employees' commitment to upholding these regulations, which ensure our agency is operating in the best interest of our customers. I also want to thank Andrew Lynd with Pierlott & Associates and Jeremiah Shuler with the FTA for their thorough review and time spent working with staff.

7. Bus & Bus Facilities Grant update & State Award for Buses

At the March meeting, the Transit Board approved the submission of a Federal Transit Administration (FTA) discretionary grant for a facility construction expansion to the bus storage, maintenance, and administrative areas. If fully funded, this project would have brought approximately \$16.6 million in federal funding to the community and allowed CyRide to expand our administrative and maintenance facility. Despite the strong application, CyRide was unfortunately not selected for a grant award. As anticipated, there was high competition for funding, with the FTA receiving 477 eligible project proposals totaling \$9 billion in requests, far exceeding the available funding of \$1.5 billion.

While we were among 74% of applications submitted to the FTA that were highly recommended, future grant submissions are going to continue to be highly competitive. We will need to strengthen our future grant submission and reapply. Another funding opportunity will be available next year, and we will bring updates to the Transit Board.

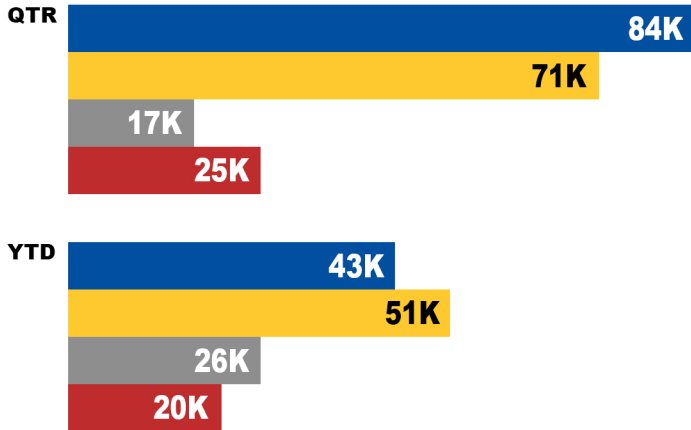
8. Quarterly Report

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 fourth quarter of the fiscal year, April 2024 through June 2024.

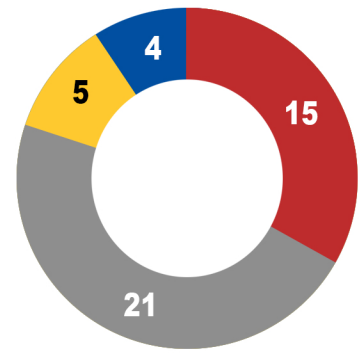
CyRide Quarterly Operations Report

April 1, 2024 to June 30, 2024 (4th Quarter FY24)
System Overview - Safety/Fleet

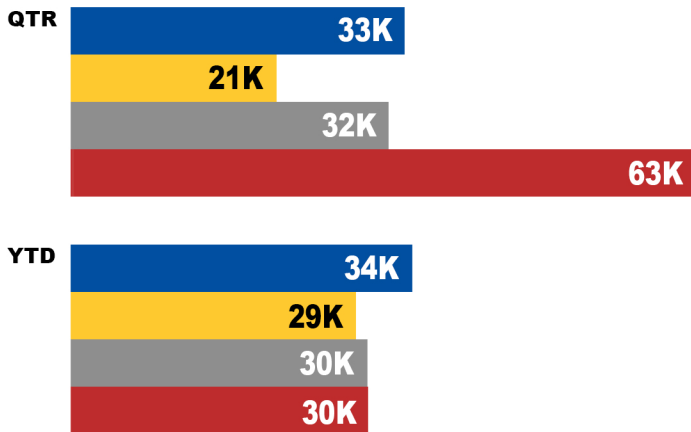
Miles between Preventable Accidents



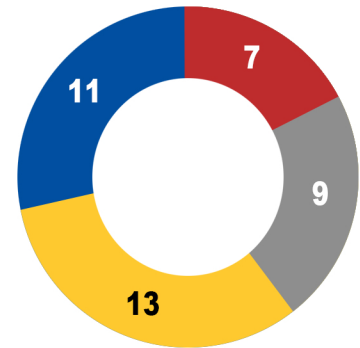
Preventable Accidents per Quarter



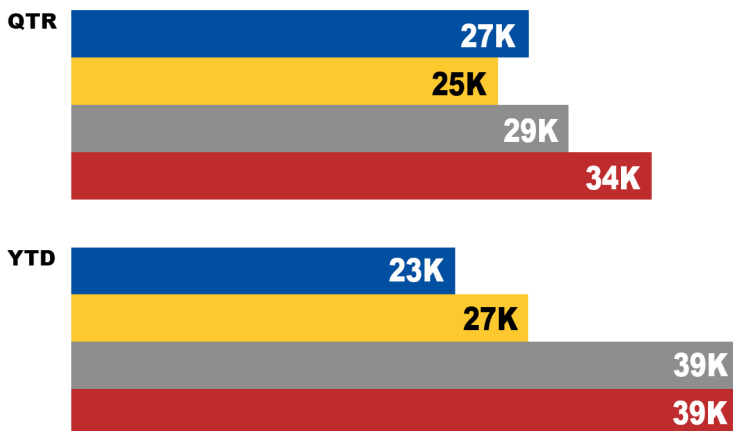
Miles between Major Mechanical Issues



Road Calls per Quarter



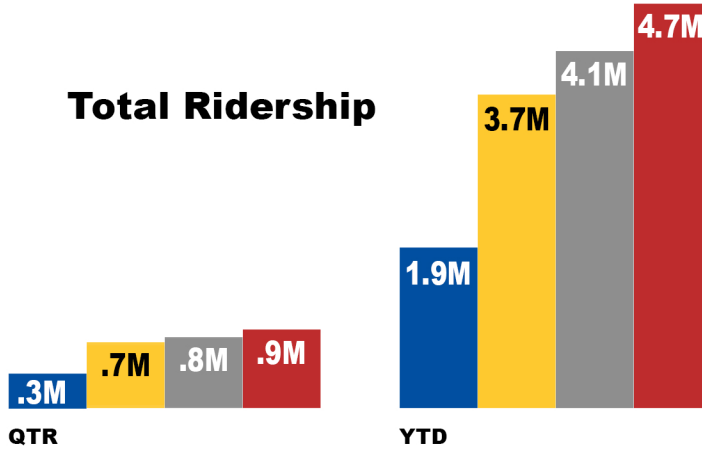
Passengers per Comment



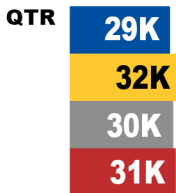
Year ● FY21 ● FY22 ● FY23 ● FY24

CyRide Quarterly Operations Report

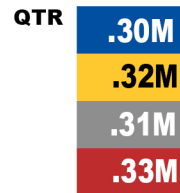
April 1, 2024 to June 30, 2024 (4th Quarter FY24)
System Overview - Efficiency



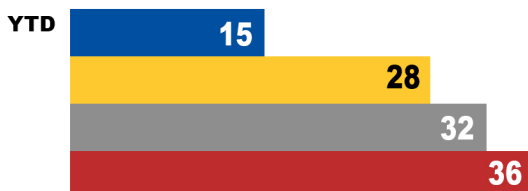
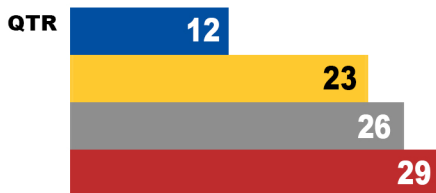
Revenue Hours



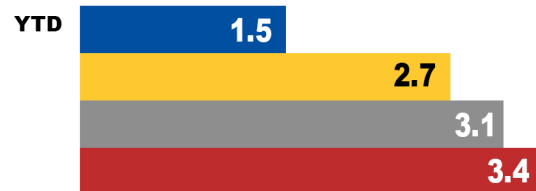
Revenue Miles



Passengers per Revenue Hour



Passengers per Revenue Mile



CYRIDE QUARTERLY OPERATIONS REPORT

April 1st, 2024 to June 30th, 2024 (4th Quarter)

	FY 2024 4th Qtr	FY 2023 4th Qtr	% CHANGE	FY 2024 YTD	FY 2023 YTD	% CHANGE
MAINTENANCE						
Interior Clean	53	119	-55.5%	237	456	-48.0%
Shop Road Calls	7	9	-22.2%	39	37	5.4%
Miles per Shop Road Call	54,063	38,872	39.1%	40,963	40,147	2.0%
NTD Minor Mech.	143	138	3.6%	635	471	34.8%
NTD Major Mech.	6	11	-45.5%	54	50	8.0%
Total NTD Mechanical Prob.	149	149	0.0%	689	521	32.2%
Miles per Major Mech.	63,074	31,804	98.3%	29,584	29,709	-0.4%
Gasoline Vehicles						
Gas Miles Driven	40,487	41,589	-2.6%	187,039	130,287	43.6%
Total Gallons Gas	5,690	5,929	-4.0%	24,697	17,614	40.2%
Total Gas Cost	\$15,661	\$16,635	-5.9%	\$67,922	\$52,572	29.2%
Avg. Gas Cost/Gallon	\$2.75	\$2.81	-1.9%	\$2.75	\$2.98	-7.9%
Gas Cost per Mile	\$0.39	\$0.40	-3.3%	\$0.36	\$0.40	-10.0%
Average Gas MPG	7.1	7.0	1.4%	7.6	7.4	2.4%
Diesel Vehicles						
Diesel Miles Driven	327,317	308,256	6.2%	1,368,851	1,355,161	1.0%
Total Gallons Diesel	65,007	70,013	-7.2%	303,058	291,523	4.0%
Total Diesel Cost	\$155,894	\$190,341	-18.1%	\$856,364	\$958,579	-10.7%
Avg. Diesel Cost/Gallon	\$2.40	\$2.72	-11.8%	\$2.83	\$3.29	-14.1%
Diesel Cost per Mile	\$0.48	\$0.62	-22.9%	\$0.63	\$0.71	-11.6%
Average Diesel MPG	5.0	4.4	14.4%	4.5	4.6	-2.8%
Electric Vehicles						
Electric Miles Driven	10,639	0.0	#DIV/0!	41,662.0	0.0	#DIV/0!
All Vehicles						
Total Miles Driven	378,443	349,845	8.2%	1,597,552	1,485,448	7.5%
Total Gallons Fuel	70,697	75,942	-6.9%	327,755	309,137	6.0%
Total Fuel Cost	\$171,555	\$206,975	-17.1%	\$924,285	\$1,011,152	-8.6%
Avg. Cost/Gallon	\$2.43	\$2.73	-11.0%	\$2.82	\$3.27	-13.8%
Total Cost per Mile	\$0.45	\$0.59	-23.4%	\$0.58	\$0.68	-15.0%
Avg. MPG all Vehicles	5.4	4.6	16.2%	4.7	4.8	-1.2%
Small Bus/Sup. Mileage	29,368	29,451	-0.3%	124,452	80,094	55.4%
Large Bus Mileage	349,075	320,394	9.0%	1,473,100	1,405,354	4.8%
% Rev. Mi./Total Miles	86.8%	89.2%	-2.7%	86.5%	89.2%	-3.0%
Percentage Small Bus	7.8%	8.4%	-7.8%	7.8%	5.4%	44.5%
Maintenance Expense	\$710,537	\$663,184	7.1%	\$3,198,549	\$2,970,429	7.7%

CYRIDE QUARTERLY OPERATIONS REPORT

April 1st, 2024 to June 30th, 2024 (4th Quarter)

	FY 2024 4th Qtr	FY 2023 4th Qtr	% CHANGE	FY 2024 YTD	FY 2023 YTD	% CHANGE
OPERATIONS						
Total Passengers	888,683	766,897	15.9%	4,715,514	4,142,196	13.8%
Average Drivers per Month	155.6	133.3	16.7%	142.4	123.6	15.2%
Driving Hours	41,944	39,720	5.6%	174,920	158,438	10.4%
Drivers Late	48	30	60.0%	194	77	151.9%
Drivers No Show	5	4	25.0%	30	16	87.5%
Late/No Show per Driver	0.34	0.26	33.5%	1.57	0.75	109.1%
Total Comments	26	26	0.0%	120	105	14.3%
Driver Fault	10	6	66.7%	35	28	25.0%
Undetermined	0	0	#DIV/0!	2	3	-33.3%
No Fault	8	9	-11.1%	34	34	0.0%
System Complaints	2	3	-33.3%	10	15	-33.3%
Service Requests	3	2	50.0%	22	7	214.3%
Compliments	3	6	-50.0%	17	18	-5.6%
Passengers/Comment	<u>34,180</u>	<u>29,496</u>	<u>15.9%</u>	<u>39,296</u>	<u>39,449</u>	<u>-0.4%</u>
Pass./Complaint (D & U)	88,868	127,816	-30.5%	127,446	133,619	-4.6%
Driving Hours/Comment	1,613	1,528	5.6%	1,458	1,509	-3.4%
Driving Hrs/Comment (D&U)	4,194	6,620	-36.6%	4,728	5,111	-7.5%
Accident Reports	25	29	-13.8%	114	83	37.3%
Preventable Accidents	15	21	-28.6%	80	58	37.9%
Percent Preventable	60.0%	72.4%	-17.1%	70.2%	69.9%	0.4%
Miles/Prev. Accident	25,230	16,659	51.4%	19,969	25,611	-22.0%
Hours/Prev. Accident	2,796	1,891	47.8%	2,186	2,732	-20.0%
Unreported Accidents	4	4	0.0%	14	7	100.0%
Damage to Buses/Equip.						
Caused by CyRide	\$6,389	\$4,112	55.4%	\$24,748	19,036	30.0%
Caused by Others	\$1,855	\$4,301	-56.9%	\$18,898	68,260	-72.3%
Caused by Unreported	\$268	\$284	-5.6%	2,222.05	\$769	189.1%
Claims by Others (#)	4	1	300.0%	12	15	-20.0%
Claims by Others (\$)	\$1,351	\$4,214	-67.9%	\$17,709	\$69,588	-74.6%
Personal Injury Claims	\$0	\$0	#DIV/0!	\$0	\$0	#DIV/0!
Operations Expense	\$2,021,098	\$1,998,285	1.1%	\$7,890,188	\$7,282,597	8.3%

SYSTEM TOTAL						
Passengers	888,683	766,897	15.9%	4,715,514	4,142,196	13.8%
Revenue Miles	328,450	311,922	5.3%	1,381,950	1,325,109	4.3%
Revenue Hours	31,152	29,956	4.0%	132,464	128,818	2.8%
Revenue Miles per Hour	10.5	10.4	1.3%	10.4	10.3	1.4%
Pass./Rev. Mile	2.7	2.5	10.0%	3.4	3.1	9.2%
Pass./Rev. Hour	28.5	25.6	11.4%	35.6	32.2	10.7%
Operations Expense	\$2,021,098	\$1,998,285	1.1%	\$7,890,188	\$7,282,597	8.3%
Maintenance Expense	\$710,537	\$663,184	7.1%	\$3,198,549	\$2,970,429	7.7%
Total Expenses	<u>\$2,731,635</u>	<u>\$2,661,469</u>	<u>2.6%</u>	<u>\$11,088,737</u>	<u>\$10,253,026</u>	<u>8.2%</u>
Farebox Revenue	\$65,110	\$68,995	-5.6%	\$227,264	\$216,872	4.8%
Rev./Exp. Ratio	2.4%	2.6%	-8.1%	2.0%	2.1%	-3.1%
Oper. Exp./Passenger	\$3.07	\$3.47	-11.4%	\$2.35	\$2.48	-5.0%
Oper. Exp./Rev. Mile	\$8.32	\$8.53	-2.5%	\$8.02	\$7.74	3.7%
Oper. Exp./Rev. Hour	\$87.69	\$88.85	-1.3%	\$83.71	\$79.59	5.2%

CYRIDE QUARTERLY OPERATIONS REPORT

April 1st, 2024 to June 30th, 2024 (4th Quarter)

	FY 2024 4th Qtr	FY 2023 4th Qtr	% CHANGE	FY 2024 YTD	FY 2023 YTD	% CHANGE
FIXED ROUTE						
Fixed Route Passengers	882,623	760,772	16.0%	4,687,580	4,112,401	14.0%
Shuttle Passengers	0	0	#DIV/0!	0	0	#DIV/0!
Total Passengers	<u>882,623</u>	<u>760,772</u>	<u>16.0%</u>	<u>4,687,580</u>	<u>4,112,401</u>	<u>14.0%</u>
Transfers	8,844	9,015	-1.9%	36,426	32,770	11.2%
Revenue Miles	308,474	297,462	3.7%	1,300,748	1,250,242	4.0%
Revenue Hours	29,766	28,857	3.1%	126,419	122,539	3.2%
Revenue Miles per Hour	10.4	10.3	0.5%	10.3	10.2	0.8%
Pass./Rev. Mile	2.9	2.6	11.9%	3.6	3.3	9.6%
Pass./Rev. Hour	29.7	26.4	12.5%	37.1	33.6	10.5%
Operations Expense	\$1,922,453	\$1,927,894	-0.3%	\$7,523,558	\$6,976,320	7.8%
Maintenance Expense	\$702,187	\$657,695	6.8%	\$3,153,586	\$2,937,736	7.3%
Total Expenses	<u>\$2,624,640</u>	<u>\$2,585,589</u>	<u>1.5%</u>	<u>\$10,677,144</u>	<u>\$9,914,056</u>	<u>7.7%</u>
Farebox Revenue	\$58,504	\$65,212	-10.3%	\$204,523	\$201,795	1.4%
Rev./Exp. Ratio	2.2%	2.5%	-11.6%	1.9%	2.0%	-5.9%
Exp./Passenger	\$2.97	\$3.40	-12.5%	\$2.28	\$2.41	-5.5%
Exp./Rev. Mile	\$8.51	\$8.69	-2.1%	\$8.21	\$7.93	3.5%
Exp./Rev. Hour	\$88.18	\$89.60	-1.6%	\$84.46	\$80.91	4.4%
DIAL-A-RIDE						
Passengers	3,805	3,448	10.4%	14,608	13,783	6.0%
Revenue Miles	16,325	11,452	42.6%	61,542	56,953	8.1%
Revenue Hours	1,051	851	23.5%	4,221	4,807	-12.2%
Revenue Miles per Hour	15.5	13.5	15.4%	14.6	11.8	23.1%
Pass./Rev. Mile	0.23	0.30	-22.6%	0.24	0.24	-1.9%
Pass./Rev. Hour	3.6	4.1	-10.6%	3.5	2.9	20.7%
Operations Expense	\$87,454	\$61,780	41.6%	\$305,030	\$254,074	20.1%
Maintenance Expense	\$0	\$0	#DIV/0!	\$0	\$0	#DIV/0!
Total Expenses	<u>\$87,454</u>	<u>\$61,780</u>	<u>41.6%</u>	<u>\$305,030</u>	<u>\$254,074</u>	<u>20.1%</u>
Farebox Revenue	\$6,606	\$3,783	74.6%	\$22,741	\$15,077	50.8%
Rev./Exp. Ratio	7.6%	6.1%	23.4%	7.5%	5.9%	25.6%
Exp./Passenger	\$22.98	\$17.92	28.3%	\$20.88	\$18.43	13.3%
Exp./Rev. Mile	\$5.36	\$5.39	-0.7%	\$4.96	\$4.46	11.1%
Exp./Rev. Hour	\$83.21	\$72.60	14.6%	\$72.26	\$52.86	36.7%
MOONLIGHT EXPRESS						
Passengers	2,255	2,677	-15.8%	13,326	16,012	-16.8%
Revenue Miles	3,651	3,008	21.4%	19,660	17,914	9.7%
Revenue Hours	335	248	35.3%	1,825	1,472	23.9%
Revenue Miles per Hour	10.9	12.1	-10.3%	10.8	12.2	-11.4%
Pass./Rev. Mile	0.6	0.9	-30.6%	0.7	0.9	-24.2%
Pass./Rev. Hour	6.7	10.8	-37.7%	7.3	10.9	-32.8%
Operations Expense	\$11,191	\$8,611	30.0%	\$61,600	\$52,203	18.0%
Maintenance Expense	\$8,350	\$5,489	52.1%	\$44,963	\$32,693	37.5%
Total Expenses	<u>\$19,541</u>	<u>\$14,100</u>	<u>38.6%</u>	<u>\$106,563</u>	<u>\$84,896</u>	<u>25.5%</u>
Exp./Passenger	\$8.67	\$5.27	64.5%	\$8.00	\$5.30	50.8%
Exp./Rev. Mile	\$5.35	\$4.69	14.2%	\$5.42	\$4.74	14.4%
Exp./Rev. Hour	\$58.33	\$56.95	2.4%	\$58.40	\$57.66	1.3%

CYRIDE QUARTERLY OPERATIONS REPORT

April 1st, 2024 to June 30th, 2024 (4th Quarter)

	FY 2024 4th Qtr	FY 2023 4th Qtr	% CHANGE	FY 2024 YTD	FY 2023 YTD	% CHANGE
OPERATIONS REVENUE						
Farebox	\$65,110	\$68,995	-5.6%	\$227,264	\$216,872	4.8%
Transit Contracts	\$49,918	\$3,192	1463.8%	\$319,905	\$266,995	19.8%
I.S.U.	\$0	\$0	#DIV/0!	\$929,723	\$911,493	2.0%
Student Body Government	\$0	\$484,201	-100.0%	\$5,805,241	\$5,952,408	-2.5%
City of Ames	\$850,344	\$825,993	2.9%	\$2,097,004	\$1,871,798	12.0%
IDOT - STA	\$279,194	\$259,686	7.5%	\$1,198,823	\$1,032,499	16.1%
Section 5307	\$2,984,482	\$3,111,412	-4.1%	\$3,634,093	\$4,977,383	-27.0%
Other Grants	\$191,018	\$224,176	-14.8%	\$239,962	\$259,580	-7.6%
Other	\$175,726	\$117,709	49.3%	\$600,424	\$405,858	47.9%
Total Operating Revenue	<u>\$4,595,792</u>	<u>\$5,095,364</u>	<u>-9.8%</u>	<u>\$15,052,439</u>	<u>\$15,894,886</u>	<u>-5.3%</u>
TOTAL EXPENSES						
Administration	\$376,798	\$311,000	21.2%	\$1,448,222	\$1,269,870	14.0%
Safety & Training	\$148,154	\$148,341	-0.1%	\$658,258	\$613,536	7.3%
Promotion	\$1,350	\$0	#DIV/0!	\$1,350	\$18	7400.0%
Bldg. & Grounds	\$77,481	\$130,459	-40.6%	\$444,575	\$489,919	-9.3%
Fixed Route	\$2,624,640	\$2,585,589	1.5%	\$10,677,144	\$9,914,056	7.7%
Dial-A-Ride	\$87,454	\$61,780	41.6%	\$305,030	\$254,074	20.1%
Moonlight Express	\$19,541	\$14,100	38.6%	\$106,563	\$84,896	25.5%
Operating Total	<u>\$3,335,418</u>	<u>\$3,251,269</u>	<u>2.6%</u>	<u>\$13,641,142</u>	<u>\$12,626,369</u>	<u>8.0%</u>
Farebox Revenue	\$65,110	\$68,995	-5.6%	\$227,264	\$216,872	4.8%
Farebox Rev./Exp. Ratio	2.0%	2.1%	-8.0%	1.7%	1.7%	-3.0%
Admin. Expense/Pass.	\$0.68	\$0.77	-11.7%	\$0.54	\$0.57	-5.5%
Admin. Exp./Rev. Mile	\$1.84	\$1.89	-2.8%	\$1.85	\$1.79	3.1%
Admin. Exp./Rev. Hour	\$19.38	\$19.69	-1.6%	\$19.27	\$18.42	4.6%
Total Expense/Passenger	\$3.75	\$4.24	-11.5%	\$2.89	\$3.05	-5.1%
Total Expense/Rev. Mile	\$10.16	\$10.42	-2.6%	\$9.87	\$9.53	3.6%
Total Expense/Rev. Hour	\$107.07	\$108.53	-1.4%	\$102.98	\$98.02	5.1%