



**AMES TRANSIT AGENCY
BOARD OF TRUSTEES**

CYRIDE CONFERENCE ROOM – September 19, 2024

1. CALL TO ORDER: 5:00 p.m.
2. Approval of Minutes from August 22, 2024
3. Public Comments
4. FY 2026 Budget Planning - Discussion
5. FY 2024 Operations Fund Transfer - Closing Balance Transfers
6. Award of Contract for Purchase of Video Surveillance Systems
7. Award of Contract for Purchase of Reconditioned Replacement Engines
8. Award of Contract for Purchase of Automatic Transmissions
9. Award of Contract for Purchase of Articulated Buses
10. HIRTA Tenant Lease Agreement for the Ames Intermodal Facility
11. Monthly Report
12. Fall Meeting Dates / Times
 - October 17 at 5:00 p.m.
 - November 21 at 5:00 p.m.
 - December 19 at 5:00 p.m.
13. Adjourn



AUGUST 22, 2024
AMES TRANSIT AGENCY BOARD OF TRUSTEES

The Ames Transit Agency Board of Trustees met on August 22, 2024, at 5:00 p.m. in the CyRide Training 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 JUNE 20, 2024, MINUTES:

Trustee Gopa made a motion to adopt the June 20, 2024, Transit Board minutes as presented; Trustee Boland seconded the motion. (Ayes: 6 Nays: 0) Motion carried.

PUBLIC COMMENTS:

Larry Logeman with Executive Express spoke to the board about Executive Express' involvement with the Intermodal Facility.

MEMORANDUM OF AGREEMENT WITH IOWA DEPARTMENT OF TRANSPORTATION:

Director Neal requested approval of an updated Memorandum of Agreement (MOA) with the Iowa Department of Transportation (IDOT), which is a component of CyRide's partnership with the IDOT to conduct third-party commercial driver's license (CDL) testing. None of the changes in the MOA affect CyRide, but we are required to have the agreement in place to test.

Director Neal recommended approval of Alternative #1 to authorize the approval of the MOA, which would allow CyRide to continue to administer the CDL knowledge and skills tests for CyRide drivers.

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

AGENCY SAFETY PLAN ANNUAL REVISION AND CERTIFICATION:

Director Neal requested approval recertifying CyRide's Agency Safety Plan (ASP). The Federal Transit Administration (FTA) requires transit systems that receive federal funds under Urbanized Area Formula Grants to develop and maintain ASPs and have them annually reviewed, updated, and approved by the governing board.

Director Neal recommended approval of Alternative #1 to Approve the ASP, which would continue to reinforce our safety culture, ensure compliance with FTA regulations, and maintain our ability to receive federal funding.

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

GMV SYNCROMATICS ONE-YEAR CONTRACT EXTENSION:

Director Neal requested approval of a one-year contract extension to GMV Syncromatics of Los Angeles, CA. CyRide uses Intelligent Transportation Systems (ITS) technology on all the buses. ITS provides multiple services for passengers, including ADA-required audible announcements, visual indication of upcoming stops, and real-time bus location information. The one-year contract extension would allow CyRide the time to pursue a procurement to address technology reaching the end of its useful life.

Director Neal recommended approval of Alternative #1 to approve extending the existing contract with GMV Syncromatics one year. It would allow CyRide to meet regulatory requirements and continue to provide valuable information to passengers.

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

FY 2024 PRELIMINARY OPERATIONS FUND CLOSING BALANCE - DISCUSSION:

Director Neal requested board direction on potentially reallocating funds from the operations fund closing balance. Formal adoption of any options would be part of budget discussions at the September board meeting. The board has an established policy that the operating fund closing balance should be between 7.5 and 10% of operating expenses, and funds above the maximum percentage can be considered for reprogramming to meet additional operating or capital needs.

Items recommended by staff were transferring \$500,000 to the capital fund for battery electric bus battery replacement and transferring \$500,00 to the accessible technology reserve fund.

Board members discussed suggestions they had for the funds. Members requested three proformas for the September board meeting showing transferring \$1,000,000, \$500,000, and \$0. There was also interest in utilizing the funds to subsidize the partner contributions. Director Neal informed the board that information would be brought to the September meeting for a formal request for the reallocation of funds.

MONTHLY REPORT:

B100 Project Update: Optimus Technologies has completed the installation of their B100 equipment on five buses. CyRide is waiting for fueling system upgrades to the new tank to begin adding B100 fuel to the equipped buses. Emma Keiser with Senator Ernst’s office visited the facility on August 6 to tour the facility, discuss CyRide’s priorities, and learn about the B100 pilot project.

Digital Displays on Campus: CyRide is in the process of installing real-time information displays at Upper Friley and Student Services.

Free Stops on Campus: Due to construction at LeBaron Hall, the #23 Orange route will detour for the next two years. To address the increased demand and better accommodate the campus community, CyRide reinstated free boarding at all bus stops on central campus effective August 19.

Transit App: CyRide has introduced the Transit App as an additional option for passengers to access bus times and routes.

New Bus Stop Shelters: CyRide installed two new red arch bus stop shelters on the south side of Mortensen Road, one at Lawrence Avenue and one at Seagrave Boulevard.

FTA Triennial Update: CyRide completed its FTA Triennial Review and received a 'finding of no deficiencies' by the FTA, which is a testament to our employees' commitment to upholding the FTA regulations and ensuring our agency is operating in the best interest of our customers.

Bus & Bus Facilities Grant update & State Award for Buses: CyRide received notification that we didn't receive the bus and bus facilities grant and that the Iowa DOT didn't receive their grant request for bus replacements. The grants were highly competitive this year.

Quarterly Report: The quarterly report was presented to the board.

Fall meeting dates:

- 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.

Adjourn: Trustee Norton made a motion to approve adjourning at 6:17 p.m.; Trustee Boland seconded the motion. (Ayes: 6 Nays: 0) Motion carried.

Bronwyn Beatty-Hansen, President

Cheryl Spencer, Recording Secretary

September 19, 2024
FY 2026 Budget Planning – Discussion
CyRide Resource: Barbara Neal, Rob Jennings

BACKGROUND:

As part of the annual budgeting process, CyRide brings customer service requests and staff recommendations to the Transit Board for possible inclusion in next year’s budget. If the Transit Board indicates an interest in any of these items, CyRide will prepare options to present during the December budget discussions.

Customer Requests

CyRide has received the following customer requests for service improvements. Summarized below are the comments, the service changes necessary to meet the requests, and the estimated annual costs to implement the suggestions. The two highlighted requests include customers who would like to speak directly to the board about their suggestions.

Route	Customer Suggestion	Service Change	Estimated Cost
#3 Blue Route	Add 10-minute Blue route weeknight service	Add one bus on weeknight: 10-minute service from 5:30 p.m. to 10:00 p.m.	\$46,000
#3 Blue Route	Add 10-minute Blue route weekday service all day	Add one bus on weekdays: 10-minute service from 10:00 a.m. to 10:00 p.m.	\$290,000
#5 Yellow Route	Add Sunday Yellow route service	Add one bus on Sunday: 30-minute service from 9:15 a.m. to 7:15 p.m.	\$38,000
#6 Brown Route	Extend Brown route Sunday service to the Research Park	Extend Brown route to Research Park on Sunday	\$20,000
#6 Brown Route	Add 20-minute Brown route weekday service all day	Add one bus on weekdays: 20-minute service all day during ISU school year.	\$265,000
#6 Brown Route	Extend Brown route service to Airport Road, S. Riverside Drive, and Collaboration Place	Add one bus on weekdays: 15-to-20-minute service from 7:30 a.m. to 10:00 p.m. Add one bus on Saturday 30-minute service from 8:00 a.m. to 8:30 p.m.	Mon. – Fri. \$270,000 Sat. \$48,000 Total \$318,000
#9 Plum Route	Add service to Vet Med both directions	Add one bus on weekdays: 20-minute service all day.	\$270,000

Route	Customer Suggestion	Service Change	Estimated Cost
#9 Plum Route	Add service to S Lots, service to Reiman Gardens	Add one bus on weekdays: 15-minute service from 7:00 a.m. to 6:00 p.m. Add on bus on weekends: 40-minute service Saturday from 7:15 a.m. to 10:00 p.m. and Sunday from 8:30 a.m. to 10:00 p.m.	Mon. – Fri. \$270,000 Sat. \$56,000 Sun. \$50,000 Total \$376,000
New Route	Add new zone type route to service Oakwood Road and ISU Kent Feed Mill	Add new route on weekdays: 30-minute service from 7:00 a.m. to 7:00 p.m.	\$270,000
Zero Fare for low-income riders	Eliminate fares for low-income riders	Implement low-income fare free program at 200% of the federal poverty level	Between \$169,000 and \$233,000

Staff Recommended Changes

With ridership continuing to grow, CyRide is committed to meeting customer needs while maintaining operational and financial stability. At this point in the FY 2026 budgeting process, CyRide is not recommending any specific service changes. However, because it is important to take a thoughtful approach to evaluating service requests from the community, staff is seeking input from the Transit Board on any specific changes that should be considered for inclusion. Based on an analysis of anticipated expenses, CyRide staff has concluded that a two-and-a-half percent baseline increase for the local partners will be needed to maintain current service and staffing levels. Any additional service changes would increase the baseline budget.

This is a discussion item, and staff is seeking board input on the customer service requests. If the board decides to move forward with any of these requests or if there are additional service requests, we will present them to the board for review and provide the revised percentage increase to the funding partners at either the October or November Transit Board meetings. This will provide an opportunity for board members to fully evaluate which requests should be included as additions to the to the baseline budget at the December meeting.

September 19, 2024
FY 2024 Operations Fund Transfer -
Closing Balance Transfers
CyRide Resource: Rob Jennings, Barbara Neal

BACKGROUND:

The Transit Board has an established policy that the operations fund closing balance should be between 7.5% and 10% of operating expenses. Funds exceeding this maximum percentage may be considered for reprogramming to address additional operating or capital needs. During the August meeting, the Transit Board discussed the potential reallocation of these excess funds to the capital project fund.

Final operating expenses and the operations fund closing balance will be confirmed following the City of Ames audit process, anticipated to be completed by December 2024. In the interim, the following preliminary estimates are available. CyRide and the Finance Department estimate that the FY 2024 operations fund closing balance, minus funds already committed by the board, will be approximately \$1,272,798, as shown 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, CyRide presented two potential options to address underfunded capital needs. These options included committing additional local funding to the battery electric bus (BEB) battery replacement reserve fund and the accessible technology reserve fund.

Battery Electric Bus Battery Replacement Reserve:

BEB batteries are designed to last 7 to 8 years, with a replacement cost of \$250,000 per vehicle. CyRide operates two BEBs, with five more on order. Due to natural degradation over time, these batteries will require periodic replacement. To support the existing BEB deployment, the reserve fund needs a balance of \$1,750,000. This fund currently holds \$632,960. The first two BEBs will likely need battery replacements in FY 2031, with the next five planned for replacement in FY 2034. If the board decides not to transfer additional money to this reserve fund this year, the annual capital fund transfer would need to increase by at least \$150,000 above the current \$800,000 to prepare for this large capital expense.

Bus Accessible Technology Replacement Reserve

This technology is approaching the end of its useful life. CyRide has \$500,000 programmed in the Capital Improvements Plan (CIP) reserve fund for this purpose, but the current replacement cost estimate is \$750,000. If no additional funds are transferred this year, an increase of \$50,000 per year in the capital fund transfer would be required to meet the future needs of this reserve.

During the August meeting, the Transit Board directed staff to prepare three options for the uncommitted funds, listed below:

Three Options for Uncommitted Funds:

1. Move \$1,000,000 to the capital fund:

CyRide strongly recommends this option. It allocates \$750,000 to the BEB Battery Replacement Reserve Fund and \$250,000 to the Bus Accessible Technology Replacement Reserve Fund, addressing the immediate needs of both reserves by ensuring they are adequately funded and reducing the need for larger annual transfers in the future. By transferring these funds now, CyRide mitigates financial risks and enhances long-term stability.

2. Move \$500,000 to the capital fund for the BEB Battery Replacement Reserve Fund:

This option partially addresses needs by allocating \$500,000 to the BEB Battery Replacement Reserve Fund, necessitating an annual transfer increase of \$100,000 over the next five years to support the remainder of planned replacements. However, the Bus Accessible Technology Replacement Reserve Fund will remain underfunded, posing a risk if replacements become necessary before additional funds can be programmed.

3. Move no funds to the capital fund:

This option leaves both reserves underfunded, resulting in a significantly higher annual transfer increase of \$200,000 over the next five years to meet the needs for BEB battery and accessible technology replacements. This approach presents the highest risk, as it may lead to financial instability if unplanned replacements are required, which could jeopardize CyRide's long-term financial health.

Pro Forma Budget Assumptions:

The following revenue and expenditure assumptions were incorporated into each of the pro forma budgets:

- **Federal/State Funding:** Federal funding, includes sources like FTA Section 5307, Section 5310, and STIC, is projected to remain unchanged in future years. State funding is anticipated to increase slightly by 1%, driven by projected growth in new car sales.
- **Wages and Benefits:** These are projected to increase by 3.7% to 3.8% overall, including both contractual and non-contractual wages and benefits. The outcome of negotiations for the current union contract, which expires on June 30, 2025, may impact these projections.

- **Commodities:** Overall, commodities are projected to increase by 10.8%.
 - **Fuel:** The FY 2026 fuel budget projection has been lowered to \$3.00 per gallon, compared to the FY 2025 projection of \$4.03 per gallon. Volatility in fuel markets may continue, and if prices approach the lower budgeted value, CyRide will bring an action item to the Transit Board.
 - **Parts and Lubricants:** The projections for parts and lubricants have been increased by 13.3%. This increase reflects several contributing factors, including limited manufacturers, raw material shortages, and supply chain disruptions that have driven up prices. Furthermore, the aging of our bus fleet has led to an increased frequency of repairs and parts replacements. The combination of these factors highlights the need for an increased allocation to ensure continued service reliability.
- **Contractual Services:** Based on five years of historical data, contractual services are projected to increase by 0.3%. This category includes payments for services by outside professionals, contractors, vendors, and utilities.
- **Internal Services:** Payments for services performed internally by other City of Ames departments are projected to increase by 5.3%, based on five years of historical data.
- **Funds Transferred to Capital:** Each pro forma budget reflects an annual base transfer of \$800,000 to the capital fund for buses, shop equipment, facility repairs, etc., plus an additional amount to address underfunded reserves.

CyRide has prepared the three attached 5-year pro forma financial statements detailing operating and capital funds for each option. These proformas have been adjusted to account for the increased annual capital transfer needed to address the underfunded reserves, providing a longer-term view of 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 from FY 2026 through FY 2030.

To ensure adequate funding for the BEB Battery Replacement Reserve and the Bus Accessible Technology Replacement Reserve in future years, CyRide recommends transferring \$1,000,000 from the operations fund to the capital project fund. This will help ensure funding is available when equipment replacement becomes necessary. CyRide will also pursue grant opportunities to help offset costs. Any capital project purchases will be brought to the Transit Board for formal approval before moving forward, allowing the board to set capital priorities before formally committing local funding.

ALTERNATIVES:

1. Authorize CyRide to reallocate \$1,000,000 of the FY 2024 operations fund closing balance to the capital project fund for the battery electric bus battery replacement and accessible technology reserve funds.
2. Authorize CyRide to reallocate \$500,000 of the FY 2024 operations fund closing balance to the capital project fund for the battery electric bus battery replacement reserve fund.
3. Do not allocate any additional funds to the capital project fund.
4. Direct staff to proceed according to Transit Board priorities.

RECOMMENDATION:

The Transit Director recommends approval of Alternative #1, transferring \$1,000,000 to the capital fund. This reallocation would address the identified needs of both the BEB Battery Replacement Reserve Fund and the Bus Accessible Technology Replacement Reserve Fund. By moving funds from the operations fund closing balance to the capital fund, CyRide will support the local match required for these underfunded capital needs. This action ensures that the reserves are adequately funded, avoids the necessity for larger annual transfers in the future, and mitigates financial risks.

CyRide 5 Year Pro Forma FY2026 2.5% Increase

FY26 - FY30 Budget Estimate; 2.5% to 4% Funding Partner Increase, \$1.0 Million Capital Transfer

	Incr.	FY 26	Incr.	FY 27	Incr.	FY 28	Incr.	FY 29	Incr.	FY 30
Operations										
Beginning Balance		\$ 9,350,858		\$ 7,985,979		\$ 7,355,848		\$ 6,486,264		\$ 5,356,090
State Operating	1.0%	\$ 1,112,075	1.0%	\$ 1,123,196	1.0%	\$ 1,134,428	1.0%	\$ 1,145,772	1.0%	\$ 1,157,230
FTA Operating	0.0%	\$ 4,135,821	0.0%	\$ 4,135,821	0.0%	\$ 4,135,821	0.0%	\$ 4,135,821	0.0%	\$ 4,135,821
ISU Administration	2.5%	\$ 976,790	3.0%	\$ 1,006,094	3.5%	\$ 1,041,307	3.5%	\$ 1,077,753	4.0%	\$ 1,120,863
City	2.5%	\$ 2,227,370	3.0%	\$ 2,294,191	3.5%	\$ 2,374,488	3.5%	\$ 2,457,595	4.0%	\$ 2,555,899
Student Government	2.5%	\$ 6,152,792	3.0%	\$ 6,337,376	3.5%	\$ 6,559,184	3.5%	\$ 6,788,755	4.0%	\$ 7,060,306
Transit Contracts	0.0%	\$ 274,105	0.0%	\$ 274,105	0.0%	\$ 274,105	0.0%	\$ 274,105	0.0%	\$ 274,105
Farebox	1.0%	\$ 187,456	1.0%	\$ 189,331	1.0%	\$ 191,224	1.0%	\$ 193,136	1.0%	\$ 195,067
Advertising	2.6%	\$ 200,000	2.5%	\$ 205,000	2.4%	\$ 210,000	2.4%	\$ 215,122	2.4%	\$ 220,369
DOT/MPO/Int./Misc/Other Fed.	1.0%	\$ 520,150	1.0%	\$ 525,352	1.0%	\$ 530,605	1.0%	\$ 535,911	1.0%	\$ 541,270
Total Operating Revenues	2.3%	\$ 15,786,559	1.9%	\$ 16,090,465	2.2%	\$ 16,451,162	2.3%	\$ 16,823,971	2.6%	\$ 17,260,930
Wages	3.3%	\$ 8,254,880	3.3%	\$ 8,523,163	3.3%	\$ 8,800,166	3.3%	\$ 9,086,172	3.3%	\$ 9,381,472
Benefits (no Health Ins.)	3.0%	\$ 1,706,907	3.0%	\$ 1,758,114	3.0%	\$ 1,810,857	3.0%	\$ 1,865,183	3.0%	\$ 1,921,139
Health Insurance	8.0%	\$ 1,168,871	8.0%	\$ 1,262,380	8.0%	\$ 1,363,371	8.0%	\$ 1,472,440	8.0%	\$ 1,590,236
Payroll	3.7%	\$ 11,130,657	3.7%	\$ 11,543,658	3.7%	\$ 11,974,395	3.8%	\$ 12,423,795	3.8%	\$ 12,892,847
Internal Services	5.3%	\$ 462,287	5.3%	\$ 486,788	5.3%	\$ 512,588	5.3%	\$ 539,755	5.3%	\$ 568,362
Insurance	2.2%	\$ 389,456	2.2%	\$ 398,024	2.2%	\$ 406,780	2.2%	\$ 415,729	2.2%	\$ 424,875
Contractual	0.3%	\$ 1,201,034	0.3%	\$ 1,204,637	0.3%	\$ 1,208,251	0.3%	\$ 1,211,876	0.3%	\$ 1,215,512
Commodities (no fuel)	10.8%	\$ 998,004	10.8%	\$ 1,105,789	10.8%	\$ 1,225,214	10.8%	\$ 1,357,537	10.8%	\$ 1,504,151
Fuel	1.0%	\$ 1,170,000	1.0%	\$ 1,181,700	1.0%	\$ 1,193,517	1.0%	\$ 1,205,452	1.0%	\$ 1,217,507
Refunds										
Total Services/Commodities	3.2%	\$ 4,220,781	3.7%	\$ 4,376,938	3.9%	\$ 4,546,351	4.0%	\$ 4,730,350	4.2%	\$ 4,930,407
Total Operating Expenses	3.5%	\$ 15,351,439	3.7%	\$ 15,920,596	3.8%	\$ 16,520,745	3.8%	\$ 17,154,145	3.9%	\$ 17,823,254
Capital Transfer SG Trust Fund Transfer		\$ 1,800,000		\$ 800,000		\$ 800,000		\$ 800,000		\$ 800,000
Total Expense		\$ 17,151,439		\$ 16,720,596		\$ 17,320,745		\$ 17,954,145		\$ 18,623,254
Cash Flow		\$ 2,400,000		\$ 2,400,000		\$ 2,400,000		\$ 2,400,000		\$ 2,400,000
Committed Funds		\$ 250,000		\$ 250,000		\$ 250,000		\$ 250,000		\$ 250,000
Above 10% Closing Balance		\$ 3,800,835		\$ 3,113,788		\$ 2,184,190		\$ 990,675		\$ -
10% of Operating Expenses		\$ 1,535,144		\$ 1,592,060		\$ 1,652,075		\$ 1,715,415		\$ 1,343,766
Ending Balance		\$ 7,985,979		\$ 7,355,848		\$ 6,486,264		\$ 5,356,090		\$ 3,993,766
Capital										
Beginning Balance		\$ 1,385,238		\$ 1,125,222		\$ 931,029		\$ 545,422		\$ 338,418
State/Federal		\$ 2,644,710		\$ 2,218,387		\$ 1,549,478		\$ 1,783,718		\$ 1,549,478
ISU Parking		\$ 17,000		\$ 17,000		\$ 17,000		\$ 17,000		\$ 17,000
Interest		\$ 7,000		\$ 7,000		\$ 7,000		\$ 7,000		\$ 7,000
Capital Transfer		\$ 800,000		\$ 800,000		\$ 800,000		\$ 800,000		\$ 800,000
GSB Transfer										
Capital Revenues		\$ 3,468,710		\$ 3,042,387		\$ 2,373,478		\$ 2,607,718		\$ 2,373,478
Additional Shop Equipment		\$ 190,000		\$ 60,000						
Bus Local Match										
Applied Local Reserve		\$ 190,000		\$ 60,000		\$ -		\$ -		\$ -
Building		\$ 750,000		\$ 750,000		\$ 750,000		\$ 750,000		\$ 750,000
HIRTA Bus										
Buses (Grants)		\$ 2,684,326		\$ 2,192,181		\$ 1,679,685		\$ 1,735,322		\$ 1,560,666
Buses (Local)										
Bus Stop Shelters		\$ 60,000		\$ 60,000		\$ 60,000		\$ 60,000		\$ 60,000
Shop Equipment		\$ 50,000		\$ 50,000		\$ 50,000		\$ 50,000		\$ 50,000
Shop Truck										
Computers/ Office Equipment		\$ 14,400		\$ 14,400		\$ 14,400		\$ 14,400		\$ 14,400
Support Vehicle		\$ 40,000		\$ 40,000		\$ 40,000		\$ 40,000		\$ 40,000
Bus Technology		\$ 50,000		\$ 50,000		\$ 50,000		\$ 50,000		\$ 50,000
A&E Services		\$ 50,000		\$ 50,000		\$ 50,000		\$ 50,000		\$ 50,000
Concrete		\$ 30,000		\$ 30,000		\$ 30,000		\$ 30,000		\$ 30,000
Concrete (Bus Stops)						\$ 35,000		\$ 35,000		
Snow Removal Equipment		\$ 40,000								
Inground Lift		\$ 150,000								
60" Brake Press				\$ 25,000						
Alignment Machine Rack				\$ 35,000						
Capital Expenses		\$ 3,918,726		\$ 3,296,581		\$ 2,759,085		\$ 2,814,722		\$ 2,605,066
Reserve Fund										
Facility Expansion		\$ 3,715,166								
BEB (Vehicles& Batteries)		\$ 632,960								
40' Bus Replacement		\$ 3,398,692								
AVL Replacement		\$ 500,000								
Ending Balance w/o Reserve		\$ 1,125,222		\$ 931,029		\$ 545,422		\$ 338,418		\$ 106,830

CyRide 5 Year Pro Forma FY2026 2.5% Increase

Y26 - FY30 Budget Estimate; 2.5% to 4% Funding Partner Increase, \$500k Capital Transfer, \$100k Additional Annual Capital Transfer

Operations	Incr.	FY 26	Incr.	FY 27	Incr.	FY 28	Incr.	FY 29	Incr.	FY 30
Beginning Balance		\$ 8,850,858		\$ 8,385,979		\$ 7,655,848		\$ 6,686,264		\$ 5,456,090
State Operating	1.0%	\$ 1,112,075	1.0%	\$ 1,123,196	1.0%	\$ 1,134,428	1.0%	\$ 1,145,772	1.0%	\$ 1,157,230
FTA Operating	0.0%	\$ 4,135,821	0.0%	\$ 4,135,821	0.0%	\$ 4,135,821	0.0%	\$ 4,135,821	0.0%	\$ 4,135,821
ISU Administration	2.5%	\$ 976,790	3.0%	\$ 1,006,094	3.5%	\$ 1,041,307	3.5%	\$ 1,077,753	4.0%	\$ 1,120,863
City	2.5%	\$ 2,227,370	3.0%	\$ 2,294,191	3.5%	\$ 2,374,488	3.5%	\$ 2,457,595	4.0%	\$ 2,555,899
Student Government	2.5%	\$ 6,152,792	3.0%	\$ 6,337,376	3.5%	\$ 6,559,184	3.5%	\$ 6,788,755	4.0%	\$ 7,060,306
Transit Contracts	0.0%	\$ 274,105	0.0%	\$ 274,105	0.0%	\$ 274,105	0.0%	\$ 274,105	0.0%	\$ 274,105
Farebox	1.0%	\$ 187,456	1.0%	\$ 189,331	1.0%	\$ 191,224	1.0%	\$ 193,136	1.0%	\$ 195,067
Advertising	2.6%	\$ 200,000	2.5%	\$ 205,000	2.4%	\$ 210,000	2.4%	\$ 215,122	2.4%	\$ 220,369
DOT/MPO/Int./Misc/Other Fed.	1.0%	\$ 520,150	1.0%	\$ 525,352	1.0%	\$ 530,605	1.0%	\$ 535,911	1.0%	\$ 541,270
Total Operating Revenues	2.3%	\$ 15,786,559	1.9%	\$ 16,090,465	2.2%	\$ 16,451,162	2.3%	\$ 16,823,971	2.6%	\$ 17,260,930
Wages	3.3%	\$ 8,254,880	3.3%	\$ 8,523,163	3.3%	\$ 8,800,166	3.3%	\$ 9,086,172	3.3%	\$ 9,381,472
Benefits (no Health Ins.)	3.0%	\$ 1,706,907	3.0%	\$ 1,758,114	3.0%	\$ 1,810,857	3.0%	\$ 1,865,183	3.0%	\$ 1,921,139
Health Insurance	8.0%	\$ 1,168,871	8.0%	\$ 1,262,380	8.0%	\$ 1,363,371	8.0%	\$ 1,472,440	8.0%	\$ 1,590,236
Payroll	3.7%	\$ 11,130,657	3.7%	\$ 11,543,658	3.7%	\$ 11,974,395	3.8%	\$ 12,423,795	3.8%	\$ 12,892,847
Internal Services	5.3%	\$ 462,287	5.3%	\$ 486,788	5.3%	\$ 512,588	5.3%	\$ 539,755	5.3%	\$ 568,362
Insurance	2.2%	\$ 389,456	2.2%	\$ 398,024	2.2%	\$ 406,780	2.2%	\$ 415,729	2.2%	\$ 424,875
Contractual	0.3%	\$ 1,201,034	0.3%	\$ 1,204,637	0.3%	\$ 1,208,251	0.3%	\$ 1,211,876	0.3%	\$ 1,215,512
Commodities (no fuel)	10.8%	\$ 998,004	10.8%	\$ 1,105,789	10.8%	\$ 1,225,214	10.8%	\$ 1,357,537	10.8%	\$ 1,504,151
Fuel	1.0%	\$ 1,170,000	1.0%	\$ 1,181,700	1.0%	\$ 1,193,517	1.0%	\$ 1,205,452	1.0%	\$ 1,217,507
Refunds										
Total Services/Commodities	3.2%	\$ 4,220,781	3.7%	\$ 4,376,938	3.9%	\$ 4,546,351	4.0%	\$ 4,730,350	4.2%	\$ 4,930,407
Total Operating Expenses	3.5%	\$ 15,351,439	3.7%	\$ 15,920,596	3.8%	\$ 16,520,745	3.8%	\$ 17,154,145	3.9%	\$ 17,823,254
Capital Transfer		\$ 900,000		\$ 900,000		\$ 900,000		\$ 900,000		\$ 900,000
SG Trust Fund Transfer										
Total Expense		\$ 16,251,439		\$ 16,820,596		\$ 17,420,745		\$ 18,054,145		\$ 18,723,254
Cash Flow		\$ 2,400,000		\$ 2,400,000		\$ 2,400,000		\$ 2,400,000		\$ 2,400,000
Committed Funds		\$ 250,000		\$ 250,000		\$ 250,000		\$ 250,000		\$ 250,000
Above 10% Closing Balance		\$ 4,200,835		\$ 3,413,788		\$ 2,384,190		\$ 1,090,675		\$ -
10% of Operating Expenses		\$ 1,535,144		\$ 1,592,060		\$ 1,652,075		\$ 1,715,415		\$ 1,343,766
Ending Balance		\$ 8,385,979		\$ 7,655,848		\$ 6,686,264		\$ 5,456,090		\$ 3,993,766
Capital										
Beginning Balance		\$ 1,385,238		\$ 1,125,222		\$ 931,029		\$ 545,422		\$ 338,418
State/Federal		\$ 2,644,710		\$ 2,218,387		\$ 1,549,478		\$ 1,783,718		\$ 1,549,478
ISU Parking		\$ 17,000		\$ 17,000		\$ 17,000		\$ 17,000		\$ 17,000
Interest		\$ 7,000		\$ 7,000		\$ 7,000		\$ 7,000		\$ 7,000
Capital Transfer		\$ 800,000		\$ 800,000		\$ 800,000		\$ 800,000		\$ 800,000
GSB Transfer										
Capital Revenues		\$ 3,468,710		\$ 3,042,387		\$ 2,373,478		\$ 2,607,718		\$ 2,373,478
Additional Shop Equipment		\$ 190,000		\$ 60,000						
Bus Local Match										
Applied Local Reserve		\$ 190,000		\$ 60,000		\$ -		\$ -		\$ -
Building		\$ 750,000		\$ 750,000		\$ 750,000		\$ 750,000		\$ 750,000
HIRTA Bus										
Buses (Grants)		\$ 2,684,326		\$ 2,192,181		\$ 1,679,685		\$ 1,735,322		\$ 1,560,666
Buses (Local)										
Bus Stop Shelters		\$ 60,000		\$ 60,000		\$ 60,000		\$ 60,000		\$ 60,000
Shop Equipment		\$ 50,000		\$ 50,000		\$ 50,000		\$ 50,000		\$ 50,000
Shop Truck										
Computers/ Office Equipment		\$ 14,400		\$ 14,400		\$ 14,400		\$ 14,400		\$ 14,400
Support Vehicle		\$ 40,000		\$ 40,000		\$ 40,000		\$ 40,000		\$ 40,000
Bus Technology		\$ 50,000		\$ 50,000		\$ 50,000		\$ 50,000		\$ 50,000
A&E Services		\$ 50,000		\$ 50,000		\$ 50,000		\$ 50,000		\$ 50,000
Concrete		\$ 30,000		\$ 30,000		\$ 30,000		\$ 30,000		\$ 30,000
Snow Removal Equipment		\$ 40,000								
Inground Lift		\$ 150,000								
60" Brake Press				\$ 25,000						
Alignment Machine Rack				\$ 35,000						
Capital Expenses		\$ 3,918,726		\$ 3,296,581		\$ 2,759,085		\$ 2,814,722		\$ 2,605,066
Reserve Fund										
Facility Expansion		\$ 3,715,166								
BEB (Vehicles & Batteries)		\$ 632,960								
40' Bus Replacement		\$ 3,398,692								
AVL Replacement		\$ 500,000								
Ending Balance w/o Reserve		\$ 1,125,222		\$ 931,029		\$ 545,422		\$ 338,418		\$ 106,830

CyRide 5 Year Pro Forma FY2026 2.5% Increase

Y26 - FY30 Budget Estimate; 2.5% to 4% Funding Partner Increase, \$200k Additional Annual Capital Transfer

Operations	Incr.	FY 26	Incr.	FY 27	Incr.	FY 28	Incr.	FY 29	Incr.	FY 30
Beginning Balance		\$ 9,350,858		\$ 8,785,979		\$ 7,955,848		\$ 6,886,264		\$ 5,556,090
State Operating	1.0%	\$ 1,112,075	1.0%	\$ 1,123,196	1.0%	\$ 1,134,428	1.0%	\$ 1,145,772	1.0%	\$ 1,157,230
FTA Operating	0.0%	\$ 4,135,821	0.0%	\$ 4,135,821	0.0%	\$ 4,135,821	0.0%	\$ 4,135,821	0.0%	\$ 4,135,821
ISU Administration	2.5%	\$ 976,790	3.0%	\$ 1,006,094	3.5%	\$ 1,041,307	3.5%	\$ 1,077,753	4.0%	\$ 1,120,863
City	2.5%	\$ 2,227,370	3.0%	\$ 2,294,191	3.5%	\$ 2,374,488	3.5%	\$ 2,457,595	4.0%	\$ 2,555,899
Student Government	2.5%	\$ 6,152,792	3.0%	\$ 6,337,376	3.5%	\$ 6,559,184	3.5%	\$ 6,788,755	4.0%	\$ 7,060,306
Transit Contracts	0.0%	\$ 274,105	0.0%	\$ 274,105	0.0%	\$ 274,105	0.0%	\$ 274,105	0.0%	\$ 274,105
Farebox	1.0%	\$ 187,456	1.0%	\$ 189,331	1.0%	\$ 191,224	1.0%	\$ 193,136	1.0%	\$ 195,067
Advertising	2.6%	\$ 200,000	2.5%	\$ 205,000	2.4%	\$ 210,000	2.4%	\$ 215,122	2.4%	\$ 220,369
DOT/MPO/Int./Misc/Other Fed.	1.0%	\$ 520,150	1.0%	\$ 525,352	1.0%	\$ 530,605	1.0%	\$ 535,911	1.0%	\$ 541,270
Total Operating Revenues	2.3%	\$ 15,786,559	1.9%	\$ 16,090,465	2.2%	\$ 16,451,162	2.3%	\$ 16,823,971	2.6%	\$ 17,260,930
Wages	3.3%	\$ 8,254,880	3.3%	\$ 8,523,163	3.3%	\$ 8,800,166	3.3%	\$ 9,086,172	3.3%	\$ 9,381,472
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Health Insurance	8.0%	\$ 1,168,871	8.0%	\$ 1,262,380	8.0%	\$ 1,363,371	8.0%	\$ 1,472,440	8.0%	\$ 1,590,236
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Contractual	0.3%	\$ 1,201,034	0.3%	\$ 1,204,637	0.3%	\$ 1,208,251	0.3%	\$ 1,211,876	0.3%	\$ 1,215,512
Commodities (no fuel)	10.8%	\$ 998,004	10.8%	\$ 1,105,789	10.8%	\$ 1,225,214	10.8%	\$ 1,357,537	10.8%	\$ 1,504,151
Fuel	1.0%	\$ 1,170,000	1.0%	\$ 1,181,700	1.0%	\$ 1,193,517	1.0%	\$ 1,205,452	1.0%	\$ 1,217,507
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Total Operating Expenses	3.5%	\$ 15,351,439	3.7%	\$ 15,920,596	3.8%	\$ 16,520,745	3.8%	\$ 17,154,145	3.9%	\$ 17,823,254
Capital Transfer		\$ 1,000,000		\$ 1,000,000		\$ 1,000,000		\$ 1,000,000		\$ 1,000,000
SG Trust Fund Transfer										
Total Expense		\$ 16,351,439		\$ 16,920,596		\$ 17,520,745		\$ 18,154,145		\$ 18,823,254
Cash Flow		\$ 2,400,000		\$ 2,400,000		\$ 2,400,000		\$ 2,400,000		\$ 2,400,000
Committed Funds		\$ 250,000		\$ 250,000		\$ 250,000		\$ 250,000		\$ 250,000
Above 10% Closing Balance		\$ 4,600,835		\$ 3,713,788		\$ 2,584,190		\$ 1,190,675		\$ -
10% of Operating Expenses		\$ 1,535,144		\$ 1,592,060		\$ 1,652,075		\$ 1,715,415		\$ 1,343,766
Ending Balance		\$ 8,785,979		\$ 7,955,848		\$ 6,886,264		\$ 5,556,090		\$ 3,993,766
Capital										
Beginning Balance		\$ 1,385,238		\$ 1,125,222		\$ 931,029		\$ 545,422		\$ 338,418
State/Federal		\$ 2,644,710		\$ 2,218,387		\$ 1,549,478		\$ 1,783,718		\$ 1,549,478
ISU Parking		\$ 17,000		\$ 17,000		\$ 17,000		\$ 17,000		\$ 17,000
Interest		\$ 7,000		\$ 7,000		\$ 7,000		\$ 7,000		\$ 7,000
Capital Transfer		\$ 800,000		\$ 800,000		\$ 800,000		\$ 800,000		\$ 800,000
GSB Transfer										
Capital Revenues		\$ 3,468,710		\$ 3,042,387		\$ 2,373,478		\$ 2,607,718		\$ 2,373,478
Additional Shop Equipment		\$ 190,000		\$ 60,000						
Bus Local Match										
Applied Local Reserve		\$ 190,000		\$ 60,000		\$ -		\$ -		\$ -
Building		\$ 750,000		\$ 750,000		\$ 750,000		\$ 750,000		\$ 750,000
HIRTA Bus										
Buses (Grants)		\$ 2,684,326		\$ 2,192,181		\$ 1,679,685		\$ 1,735,322		\$ 1,560,666
Buses (Local)										
Bus Stop Shelters		\$ 60,000		\$ 60,000		\$ 60,000		\$ 60,000		\$ 60,000
Shop Equipment		\$ 50,000		\$ 50,000		\$ 50,000		\$ 50,000		\$ 50,000
Shop Truck										
Computers/ Office Equipment		\$ 14,400		\$ 14,400		\$ 14,400		\$ 14,400		\$ 14,400
Support Vehicle		\$ 40,000		\$ 40,000		\$ 40,000		\$ 40,000		\$ 40,000
Bus Technology		\$ 50,000		\$ 50,000		\$ 50,000		\$ 50,000		\$ 50,000
A&E Services		\$ 50,000		\$ 50,000		\$ 50,000		\$ 50,000		\$ 50,000
Concrete		\$ 30,000		\$ 30,000		\$ 30,000		\$ 30,000		\$ 30,000
Snow Removal Equipment		\$ 40,000								
Inground Lift		\$ 150,000								
60" Brake Press				\$ 25,000						
Alignment Machine Rack				\$ 35,000						
Capital Expenses		\$ 3,918,726		\$ 3,296,581		\$ 2,759,085		\$ 2,814,722		\$ 2,605,066
Reserve Fund										
Facility Expansion		\$ 3,715,166								
BEB (Vehicles & Batteries)		\$ 632,960								
40' Bus Replacement		\$ 3,398,692								
AVL Replacement		\$ 500,000								
Ending Balance w/o Reserve		\$ 1,125,222		\$ 931,029		\$ 545,422		\$ 338,418		\$ 106,830

September 19, 2024

Award of Contract for Purchase of Video Surveillance Systems

CyRide Resource: James Rendall, Keith Wilbur

BACKGROUND:

All CyRide fixed route vehicles are equipped with a video surveillance system that records multiple areas inside and outside the vehicle. These systems are critical for providing liability protection while also ensuring passenger safety and security. Each year, CyRide programs funds within the Capital Improvements Plan (CIP) for bus technology upgrades and replacements.

CyRide is currently in a multi-year contract with Safety Vision for the purchase of video surveillance systems. The original Request for Proposals (RFP) allowed for the purchase of additional surveillance systems as needed, providing a flexible and cost-effective solution for ongoing replacements. A competitive contract ensures CyRide is purchasing replacement systems at the best value to the organization.

The Maintenance Division has identified two articulated buses and ten 40' buses with video surveillance systems in need of replacement, for a total of twelve systems. Safety Vision has provided pricing based on the existing contract for both the hardware and installation services, summarized below.

Type of Bus	Number of Buses	Number of Cameras	Cost Per Bus	Total Cost
60' articulated	2	14	\$9,898.29	\$19,796.58
40' heavy-duty	10	11	\$5,603.51	\$56,035.10
Project Total	12			\$75,831.68

The cost difference between the two types of buses is due to articulated buses requiring more cameras for complete vehicle coverage, a more advanced recorder unit, and longer cable runs. The Maintenance Division and the Technology Coordinator have reviewed the quote. Based on the current state of the video surveillance equipment on these buses, replacement of all 12 systems is being recommended. Currently, CyRide has \$204,834 available in the CIP to support replacing these systems.

ALTERNATIVES:

1. Approve the purchase of twelve video surveillance systems and installation services to Safety Vision of Houston, Texas, for a total cost of \$75,831.68.
2. Direct staff to proceed according to Transit Board priorities.

RECOMMENDATION:

The Transit Director recommends approval of Alternative #1. Video surveillance systems are critical for maintaining safe transit operations, and replacing these systems will help ensure CyRide's equipment stays in a state of good repair.

September 19, 2024

Award of Contract for Reconditioned Replacement Engines

CyRide Resource: James Rendall

BACKGROUND:

CyRide maintenance staff has determined that 40’ heavy-duty buses equipped with Cummins ISL engines, purchased in 2012, are approaching the end of the engines’ useful life. These vehicles are 12 years old, with an average mileage of over 305,000 miles. Due to cylinder wear, some of these engines are exhibiting excessive crankcase pressure. The engines in units 181, 182, and 183 are experiencing the most severe issues, leading to their removal from regular daily service. After evaluating repair options, maintenance personnel have determined that these engines need to be replaced and that purchasing reconditioned engines will provide the best value for CyRide. Reconditioned engines are remanufactured by the original equipment manufacturer, providing a like-new engine with a two-year warranty. CyRide’s mechanics will provide the labor to install the reconditioned engines.

On August 30, 2024, CyRide, in coordination with the Purchasing Division, issued a Request for Quotation (RFQ) No. 2025-037 for the purchase of three reconditioned engines. Bids were due on September 12, 2024. The RFQ required respondents to provide the cost of the base engine, shipping, and “core costs.” The core costs will be returned to CyRide when the used engine is returned to the successful bidder. CyRide received two bids in response to the RFQ. After evaluating responses, MHC Kenworth of Des Moines, Iowa, was identified as the lowest bidder. The bids are summarized in the table below.

Bidder	Reconditioned Engine Cost	Engine Core Cost*	Shipping Cost	Total Bid Cost
MHC Kenworth	\$103,954.86	\$16,875.03	\$0.00	\$120,829.89
Ascendance Truck Center	\$104,293.11	\$16,875.00	\$0.00	\$121,168.11

** Engine core costs are returned to CyRide when the used engine is returned.*

CyRide currently plans for eight engine replacements per year in the parts budget. Staff have evaluated the parts budget and determined that purchasing three reconditioned engines will not exceed the budgeted amount.

ALTERNATIVES:

1. Approve award of contract for the purchase of three reconditioned engines to MHC Kenworth of Des Moines, Iowa, for a total cost of \$120,829.89.
2. Direct staff to proceed according to Transit Board priorities.

RECOMMENDATION:

The Transit Director recommends approval of Alternative #1. This option will enable CyRide to make the necessary repairs to the three buses mentioned above and maintain them in a state of good repair as required by the Federal Transit Administration.

Event Number	2025-037	Organization	City of Ames Purchasing
Event Title	Reconditioned Bus Engines	Workgroup	Purchasing
Event Description	Ames Transit Agency, dba: CyRide, is accepti	Event Owner	Jill Burt
Event Type	RFQ	Email	jill.burt@cityofames.org
Issue Date	9/3/2024 08:00:02 AM (CT)	Phone	(515) 2395126
Close Date	9/12/2024 02:00:00 PM (CT)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
MHC Kenworth	Des Moines	IA	9/3/2024 09:46:24 AM (CT)	9	\$120,829.89
Ascendance Truck Centers	Altoona	IA		9	\$121,168.11

September 19, 2024

Award of Contract for Purchase of Automatic Transmissions

CyRide Resource: James Rendall

BACKGROUND:

CyRide maintenance staff has determined that 40' heavy-duty buses equipped with Voith DIWA automatic transmissions, purchased in 2012, are approaching the end of the transmissions' useful life. These vehicles are 12 years old, with an average mileage of over 305,000 miles, and some are showing signs of excessive transmission wear. After evaluating repair options, maintenance personnel have determined that these transmissions need to be replaced and that purchasing reconditioned transmissions through Voith's X-Change program will provide the best value for CyRide. Reconditioned transmissions are remanufactured by the original equipment manufacturer, providing a like-new transmission with a two-year warranty. CyRide's mechanics will provide the labor to install the reconditioned transmissions. Buses 181, 182, and 183 are in need of engine replacement, and it would be most cost-effective to complete the engine and transmission replacements concurrently. Each transmission's electric control unit (ECU) will be reprogrammed to ensure it is up to date with the latest and most efficient program.

In coordination with the Purchasing Division, CyRide requested quotes from Voith X-Change program suppliers. The quotes are summarized in the table below.

Bidder	X-Change Transmission	Transmission Core Charge	Reprogramming Fee	Cost per Bus	Total Purchase Price
Voith US Inc.	\$10,475.00	\$9,250.00	\$300.00	\$20,025.00	\$60,075.00
Gillig, LLC	\$10,975.00	\$9,250.00	\$300.00	\$20,525.00	\$61,575.00
Cummins Inc.	\$14,665.25	\$11,562.50	No Quote	\$26,227.75	\$78,683.25

Based on the pricing received, Voith US Inc. provided the lowest bid. The core charge will be refunded to CyRide when the used transmission is returned. CyRide currently has the funding for these transmissions programmed into the parts budget, which will not exceed the budgeted amount.

ALTERNATIVES:

1. Approve award of contract for the purchase of three reconditioned automatic transmissions to Voith US Inc. of York, Pennsylvania, for a total cost of \$60,075.00.
2. Direct staff to proceed according to Transit Board priorities.

RECOMMENDATION:

The Transit Director recommends approval of Alternative #1. Replacing the existing transmissions in these buses will allow CyRide to maintain reliable service and take advantage of time efficiencies to keep these vehicles in a state of good repair as required by the Federal Transit Administration.

September 19, 2024

Award of Contract for Purchase of Articulated Buses

CyRide Resource: James Rendall

BACKGROUND:

CyRide began operating 60' articulated buses in 2012, primarily on the #23 Orange route to accommodate its high ridership. These buses offer 50% more capacity compared to a standard 40' bus. CyRide's goal is to have ten articulated buses in the fleet to enable the #23 Orange route to operate exclusively with this type of vehicle. CyRide currently has eight articulated buses, all manufactured by Nova Bus.

CyRide received a federal Section 5339 Bus & Bus Facilities discretionary grant to replace two 40' buses with two 60' articulated buses. To support this purchase, CyRide combined the Section 5339 funding with Surface Transportation Block Grant (STBG) and Section 5307 grant funding, aligning with goals set in the Capital Improvements Plan (CIP). A summary of the funding reserved is shown below.

	Funding	Federal Share	Local Share	Total Cost
Section 5339 (85%)	85%	\$966,874	\$170,626	\$1,137,500
Section 5307 (85%)	85%	\$183,866	\$32,447	\$216,313
STBG Grants (80%)	80%	\$491,142	\$122,786	\$613,928
Total Funds Available	83%	\$1,641,882	\$325,859	\$1,967,741

Since CyRide's last articulated bus purchase, Nova Bus has announced it is stopping production in the United States, which prevents CyRide from utilizing federal funds to purchase its buses due to Buy America regulations. This leaves a single articulated bus manufacturer in the United States, New Flyer of America. New Flyer has been producing buses since 1937. CyRide has test-driven New Flyer's articulated bus, and the Maintenance Division has evaluated New Flyer's build quality, mechanical reliability, and performance. The Maintenance and Operation Divisions have determined that New Flyer's articulated bus meets CyRide's requirements.

CyRide has evaluated procurement options and determined that utilizing the Commonwealth of Virginia's Heavy-Duty Transit Bus procurement would provide the best value. CyRide requested pricing from New Flyer with appropriate options for CyRide service, resulting in an initial quote per bus of \$972,010. Additional technologies, such as automatic vehicle location hardware, annunciators, and automatic passenger counters, are being considered for these buses and will be maintained within the overall project budget. CyRide will continue to refine bus specifications until approximately six months before the vehicles are built, at which point, the manufacturer will provide updated pricing. Since vehicle pricing is not finalized until late in the process, CyRide is requesting approval of award of contract to New Flyer of St. Cloud, Minnesota, for a total not-to-exceed amount of \$1,967,741. Delivery date is anticipated in the first quarter of 2026.

ALTERNATIVES:

1. Approve award of contract for two 60' articulated buses to New Flyer of America, Inc. of St. Cloud, Minnesota, for a total not-to-exceed amount of \$1,967,741.
2. Direct staff to proceed according to Transit Board priorities.

RECOMMENDATION:

The Transit Director recommends approval of Alternative #1. The purchase of new articulated buses will move CyRide closer to the goal of operating the #23 Orange route exclusively with this type of vehicle. These buses will also help CyRide achieve its Transit Asset Management plan goals and increase the overall sustainability of the fleet.

September 19, 2024
Heart of Iowa Regional Transit Agency Tenant Lease
Agreement for the Ames Intermodal Facility
Resource: Barbara Neal

BACKGROUND:

Under the approved Intermodal Facility operating agreement between the City of Ames and Iowa State University, CyRide is responsible for negotiating leases for the terminal area of the Ames Intermodal Facility. The facility currently has two tenants: the Ames Police Department and Jefferson Lines. The lease with a third tenant, Executive Express, recently ended. With this vacancy, CyRide reached out to potential carriers to lease the space, and the Heart of Iowa Regional Transit Agency (HIRTA) expressed interest in relocating its Ames operations to the Intermodal Facility.

In preparation for this transfer, a lease agreement was developed in coordination with the Legal Department to document the terms for HIRTA's use of the facility. The attached lease reflects this agreement and is summarized below:

- Lease term begins on October 1, 2024, and ends June 30, 2029.
- Rent is \$1,685 per month, including utilities for the first year, with annual increases based on the Producer Price Index, capped at 3% per year. Two uncovered parking spaces are included, with four additional parking spaces available at 75% of the annual permit rate (covered or uncovered) and payable monthly.
- HIRTA must maintain a comprehensive general liability policy with a \$3 million limit per occurrence, provide a certificate of insurance to the Ames Transit Agency, and ensure coverage renewal.
- HIRTA must carry a personal property policy for the full replacement cost and automobile insurance with a \$1 million combined single limit and carry worker's compensation and employer's liability insurance, as outlined in the lease.

The attached lease has been reviewed and approved by the Federal Transit Administration, HIRTA, ISU's Project Manager, the Legal Department, and the Risk Manager.

ALTERNATIVES:

1. Approve a five-year lease agreement for Heart of Iowa Regional Transit Agency, HIRTA, 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 Heart of Iowa Regional Transit Agency, HIRTA. This contract would support HIRTA's operations in Ames, strengthen the financial position of the Ames Intermodal Facility, and enhance connections among the area's transportation providers.

Ames Intermodal Facility Commercial Tenant Lease

1. BASIC PROVISIONS

1.1 **Parties:** This lease dated for reference purposes only, October 1, 2024, is made by and between the City of Ames, Iowa, d/b/a Ames Transit (hereinafter referred to as "Landlord") and Heart of Iowa Regional Transit Agency, d/b/a HIRTA (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 310 square feet of floor space in the HIRTA office area and 1,620 square feet of vehicle garage, 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 705 square feet of HIRTA lobby area adjacent to Tenant's office and 1,042 square feet of floor space in the central entry vestibule/men's and women's restrooms/shower area, and approximately 612 square feet of Bus Bay "A," including all improvements therein or to be provided by Landlord under the terms of this Lease, and more particularly illustrated in 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 101
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 October 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 or extension of the agreement.

1.4 **Rental:**

(a) **Base Rent:** Tenant shall pay monthly base rent for the Leased Premises equal to \$1,685 per month for the first year of this agreement (the "Monthly Base Rent"), 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 \$300.00 and included in the Monthly Base Rent. Annually a reconciliation of actual versus paid tenant utility costs will be calculated. If the tenant's monthly payment needs to be reduced or increased from the reconciliation, the results of this reconciliation will be mailed to the Tenant's representative as identified in Section 17.1 of this Agreement.

(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 Mini warehouses) 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 calculated as the product of the previous year's Monthly Rent and the PPI Adjustment. However, the PPI Adjustment shall not exceed three percent (3%) for any Lease Year. Once the Monthly Rent for the affected Lease Year is determined, the Landlord shall notify the Tenant of the new Monthly Rent.

(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, at no additional cost, is two parking spaces. Up to four additional parking spaces may be provided at 75% of the "Covered or Uncovered Annual Permit" rate and paid monthly. 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: Tenant takes the Premises in its present condition. Each party shall perform their respective responsibilities of repair and maintenance as set forth in this Lease so that the Premises are kept in a safe and serviceable condition. Neither party will permit nor allow the Premises to be damaged or depreciated in value by any act, omission to act, or negligence of itself, its agents, or employees. Tenant shall provide all additional furnishings and fixtures to be utilized by Tenant in the Exclusive Premises. Any alteration of the Premises, or any portion thereof, 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 accessibility), 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 the 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 that is regulated or prohibited by any governmental authority having jurisdiction over the Premises. This includes, without limitation, substances defined as "hazardous substances," "hazardous materials," or "toxic substances" under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended by the Superfund Amendments and Reauthorization Act (42 U.S.C. § 9601, et seq.); the Hazardous Materials Transportation Act (49 U.S.C. § 5101, et seq.); the Clean Air Act (42 U.S.C. § 7401, et seq.); the Toxic Substances Control Act, as amended (15 U.S.C. § 2601, et seq.); the Clean Water Act (33 U.S.C. § 1251, et seq.); the Frank R. Lautenberg Chemical Safety for the 21st Century Act; as well as any other applicable federal, state, or local laws, regulations, or ordinances, including those addressing emerging contaminants such as per- and polyfluoroalkyl substances (PFAS).

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 vehicles and 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 or 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 to Tenant, shall also indemnify and save Iowa 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 to the extent by Iowa 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 untenable, or shall abate pro rate for the portion rendered untenable in case a part only is untenable, 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 carrier approved by the FTA.

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. 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.

15. RENT DEFINED

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

16. 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.

17. NOTICES

17.1 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	Julia Castillo
Transit Director	Iowa State University	Executive Director
Ames Transit Agency	Parking Director	HIRTA
601 N. University Blvd.	2519 Osborn Drive	2824 104 th Street
Ames, Iowa 50010	Ames, Iowa 50011-1049	Urbandale, IA 50322

17.2 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.

18. 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.

19. 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.

20. 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.

21. COVENANTS AND CONDITIONS

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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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 peaceably 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. AMENDMENTS

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

32. 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.

33. 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 Heart of Iowa Regional Transit Agency
d/b/a HIRTA:**

Bronwyn Beatty-Hansen
Board of Trustees President

Julia Castillo
Executive Director

Date: _____

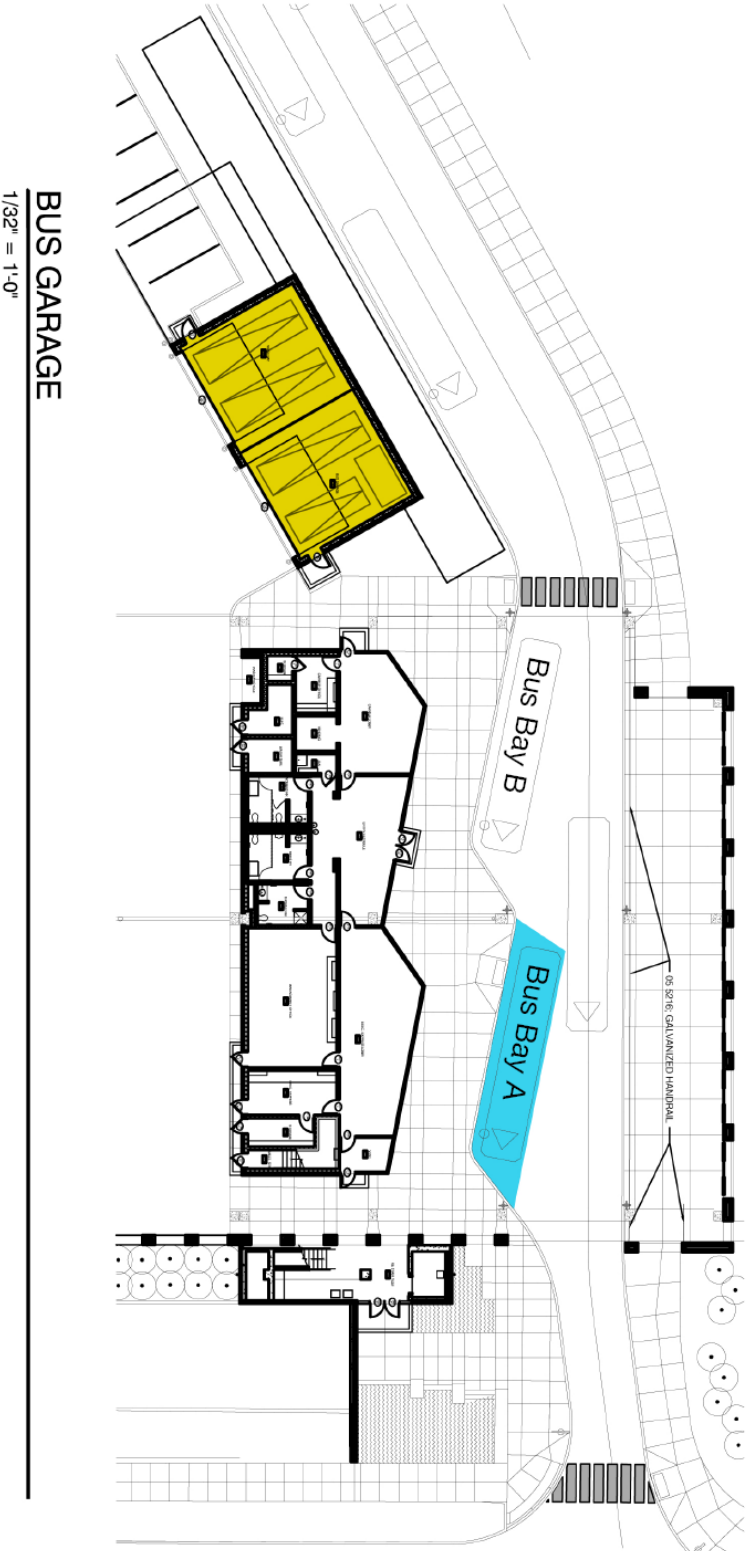
Date: _____

EXHIBIT A-2

Exhibit A-2

Key

- Bus Bay A
- Vehicle Garage



BUS GARAGE

1/32" = 1'-0"



September 19, 2024

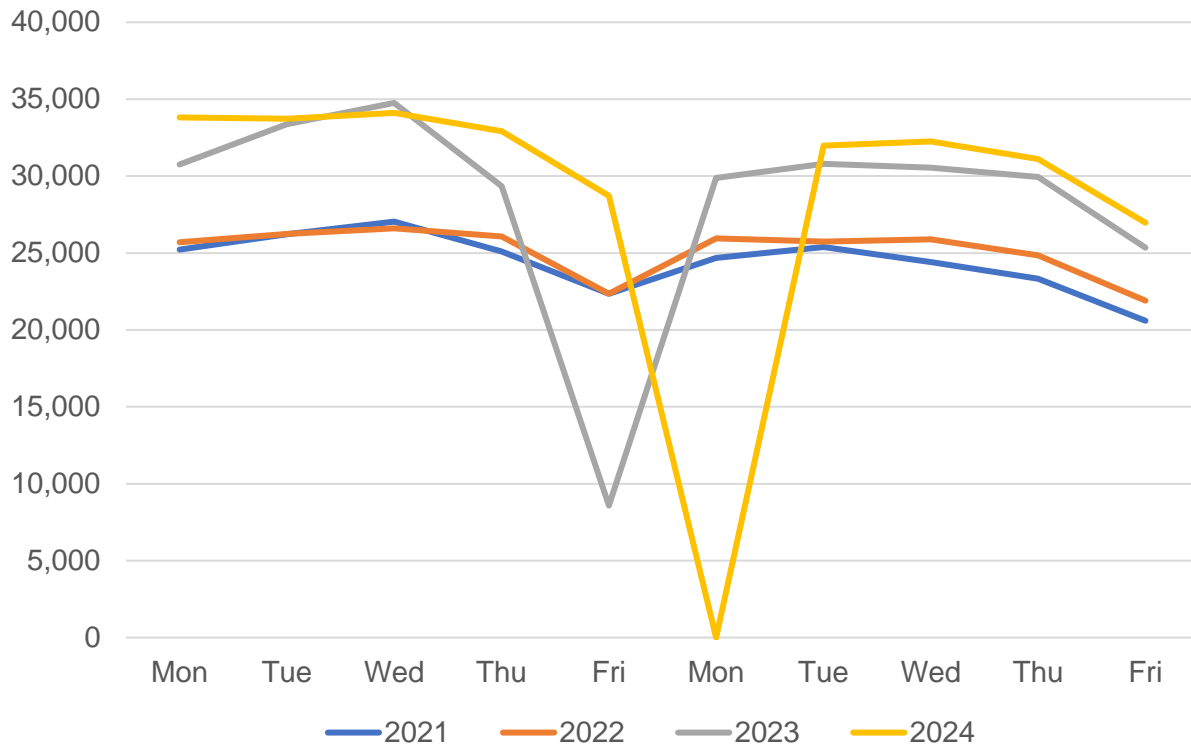
Monthly Report

CyRide Resource: Barbara Neal

1. Ridership Statistics – First Two Weeks of Fall Semester

Ridership has seen a strong increase at the start of the fall semester, with a 20.7% rise in the first week compared to last year and over 34,000 passengers on the busiest day. Although ridership dropped in the second week due to no service on Labor Day, ridership still increased by 4.6% on comparable days. Overall, ridership for the first two weeks is up 2%, despite one fewer day of service. The graph compares daily ridership for these two weeks to the previous three years.

First Two Weeks of Ridership: 2021 - 2024



Ridership during the first two weeks of the semester doesn't follow typical patterns, as passengers are new to the system and still adjusting to their class schedules. After this period, passenger choices regarding routes and trips become more consistent. CyRide will continue to monitor ridership and report any significant changes to the Transit Board.

2. ISU Enrollment

Iowa State University announced a total fall enrollment of 30,432 students, a slight increase from last year's 30,177. First-year student enrollment stands at 5,906, reflecting a 16% increase over the past five years. CyRide's operations are significantly impacted by changes in student enrollment, and staff will adjust internal projections based on this new data.

3. Public Transit Infrastructure Grants (PTIG) Funding

CyRide was recently notified that the Iowa Transportation Commission approved our Public Transit Infrastructure Grant (PTIG) funding request. The “CyRide Fire Safety Enhancement Project” grant request was approved by the Transit Board on May 16, 2024. This project includes upgrading sprinkler heads and pipes for increased water density, installing a 3-hour fire-rated coiling door at the west entrance of lanes one and two, and replacing existing doors with 3-hour fire-rated versions to contain fires. CyRide has been awarded \$511,323 in federal funding, slightly lower than the \$600,000 originally requested. CyRide staff will collaborate with the on-call A&E firm to develop plans and specifications for this project, which will be presented to the Transit Board for consideration at a later meeting.

4. Infotainment RFP

A Request for Proposal (RFP) was released on September 13, 2024, for adding infotainment systems on additional buses. These in-bus screens show multiple upcoming stops and real-time information for transfers, improving accessibility and helping riders orient themselves on the transit system. These screens can also show agency information interspersed with advertising content, providing additional system revenue. RFP responses are due October 3, 2024, and will be brought to the Transit Board at the October meeting for consideration.

5. CTAA Sun Conference

Chris and I recently attended CTAA’s annual Small Urban Network (SUN) Conference, where I participated in a panel discussion on “Maximizing Your Federal Funding.” We were thrilled to have our work at CyRide recognized by key leaders in public transit. Acting FTA Administrator Veronica Vanderpool acknowledged CyRide as third in the nation for rides per capita, a significant achievement that underscores the investment made by the funding partners for quality transit services. Additionally, we were privileged to be showcased by CTAA Executive Director Scott Bogren as a best practices case study on “The Essential Role of Communicating Your Operation’s Relevance.” This recognition highlights the impact of our efforts and reinforces the importance of effective communication in maintaining and growing our transit operations. The SUN Conference is an invaluable opportunity for small-urban transit agency leaders to network, share ideas, and shape policies that directly impact our industry.

6. Destination Iowa State, WelcomeFest, and First Weekend

CyRide participated in Destination Iowa State at the Hilton Coliseum parking lot to welcome another large incoming first-year class. CyRide distributed promotional materials and assisted students in learning how to ride the bus from where they live to popular destinations. It was an excellent opportunity to familiarize students with CyRide and help them feel comfortable riding the bus this fall.

CyRide also participated in WelcomeFest and assisted at the City of Ames booth. Students spoke with city representatives to earn chips, which they could exchange for a T-shirt featuring things to do or see around town. “Ride CyRide off campus” remains the first item on the shirt.

The first weekend before school starts continues to be a major operational focus, with both days experiencing much higher ridership than a typical Saturday or Sunday. Extra buses were added on the #1 Red, #3 Blue, #6 Brown, and #25 Gold routes to accommodate the increased ridership. Students took advantage of the bus services, with particularly high demand for destinations in the South Duff corridor. On Saturday alone, we carried approximately 2,700 passengers on the #3 Blue route, about 50% higher than usual.

7. Transit Asset Management (TAM) plan

CyRide is required to update and submit its annual Transit Asset Management (TAM) plan, including performance measures and targets, by October 1. Typically, the Transit Board approves this plan, which supports fleet maintenance and safety. However, due to an unexpected delay, this year's board approval will be postponed. As Director and accountable executive, I will approve the plan to meet the deadline and submit the TAM performance targets to the Federal Transit Administration (FTA) and the full plan to the Ames Area Metropolitan Planning Organization (AAMPO). The board will formally approve the plan at the next meeting.