

AMES TRANSIT AGENCY BOARD OF TRUSTEES

CYRIDE CONFERENCE ROOM

February 17, 2011

1. CALL TO ORDER: 5:00 P.M.
2. Approval of January 20, 2011 and February 4, 2011 Minutes
3. Public Comments
4. Intermodal Facility Project/Construction Management Contract
5. Intermodal Facility Operating Agreement
6. CyRide Intergovernmental Agreement
7. Bus Tracking System
8. Regional Services Discussion
9. Quarterly Operation's Report
10. Transit Director's Report
11. Set Time and Place of Next Meeting
12. Adjourn

AMES TRANSIT AGENCY BOARD OF TRUSTEES

AMES, IOWA

January 20, 2011

The Ames Transit Agency Board of Trustees met on January 20, 2011 at 11:30 a.m. in CyRide's Conference Room. President Anders called the meeting to order at 11:31 a.m. Trustees in attendance were Anders, Pinegar, Madden, Choi, and Schainker. Absent: Trustee Wacha.

APPROVAL OF MINUTES - Seeing no additions or corrections to the minutes from the December 7, 2010 meeting, Trustee Madden made a motion to adopt the minutes as distributed. Trustee Pinegar seconded. Ayes: Five, Nays: 0. (Motion carried unanimously.)

PUBLIC IN ATTENDANCE: No public in attendance. Director Kyras distributed an e-mail from Julianne Bacon representing the Campus Crest Communities. The Campus Crest Communities plan to construct an apartment complex along S. 16 Street from the entrance of Coldwater Links extending behind the Ames Christian School. The 584-unit apartment complex would cater to college students and Ms. Bacon is asking for more, and more frequent, service to Campus.

BUS TRACKING TECHNOLOGY UPDATE: Director Kyras noted this agenda item is for discussion only and then reviewed the Transit Board's direction regarding the bus tracking technology discussed at the September transit board meeting. She indicated that GSB representatives had indicated possibility providing funding to implement the initial bus tracking system and for its maintenance cost up to three years. Director Kyras introduced Thomas Noyes with NEXTbus who answered questions on their bus tracking system.

Director Kyras stated that the bus tracking working committee of: CyRide staff, Kayla Pinegar, Max Choi, Luke Rolling, Nathan Dobbels, Anthony Maly, and Chris Strawhacker, had met the day before to determine what would be required to put the bus tracking system in place for CyRide. Director Kyras distributed materials that documented one of three options considered by the working committee. The cost to purchase the base system was \$162,250, which includes installation.

She shared with board members that the initial cost of the NEXTbus system was much lower than first anticipated with the current total price estimated at \$200,000. Recurring costs for the base system option would be \$74,400 per year including cellular service of \$20,400, ASP (software) service fixed route at \$43,200, support vehicles \$1,200; telephone information system of \$4,800 and SMS text messaging of \$4,800. Additional options include

signage at bus stops. There are two options being considered a LED Variable Message Display with a 44" 2-line LED sign at a cost of \$9,400 and a less expensive, smaller signage option at a cost of \$5,400 per sign. She also shared with the board that the working committee had discussed the possibility of signage at four locations: Kildee, Bessey, Friley and Student Services.

The Director also shared with the transit board members that the next steps in determining if this technology should be deployed in Ames, was to meet with the GSB Senate and determine their interest in the technology and willingness to use the GSB Trust Fund to purchase a system. The Director shared the balance of this fund with the board members. Mr. Noyes indicated that if a decision could be made by mid-March, they could begin immediately working with CyRide on the project with the possibility that it could be implemented by the fall 2011 semester. Director Kyras indicated that it might take until the Spring semester to complete. She also shared with the board that to purchase this specific technology would require a sole source purchase. She indicated that a discussion had taken place between the City's Finance Director, Purchasing Director and Legal Counsel regarding this possibility and they had indicated that a waiver from the purchasing policies would need to be approved by the City Council in order to move forward in this direction.

Director Kyras requested input on proceeding with further discussions with GSB on this technology.

Trustee Wacha arrived at 11:45 a.m.

Trustee Anders questioned the potential location of the four message boards. Trustee Pinegar and Trustee Choi explained the locations on campus are the busiest locations and with plans to build on this system. The ongoing expense is \$74,400 per year over the three years with the fourth year bill built into CyRide's budget and split between three providers.

Trustee Pinegar concluded that this system is eventually going to come, that Iowa State students need and want this to happen, that they are able to provide the funding for this system and that it serves a need by existing customers.

Some concerns of other board members were expressed. Trustee Schainker indicated that that all budget levels have an uncertainty and if after the three-year period, current enrollment levels drop, the transit system may not be able to absorb this into the general budget. He indicated that it would be very difficult to "turn the system off" at that point.

Trustee Madden reminded the transit board to think about the future in light of current pressure to cut expenses, but he indicated that the GSB account is generating more money. He also indicated that enrollment numbers should maintain the current level, which should help the financial situation. He indicated that he was supportive of the NEXTbus project.

Trustee Schainker asked the GSB representatives if they would consider possibly funding the project longer than the three-year period. This would give the transit board some freedom of not being committed to taking this expense on with the uncertain funding environment. Trustee Pinegar indicated that it was a possibility they could consider.

The board then discussed how the four signs would be connected – wireless, Ethernet or cell phone. The advantages and disadvantages of each option were discussed.

The consensus of the transit board was to proceed with discussions with the GSB and bring this discussion back to the transit board at the February meeting.

2011/12 BUDGET APPROVAL: Director Kyras indicated that the 2011/12 budget approval information was presented at the December meeting and action was deferred until the January meeting. She briefly recapped the budget increases and then discussed modifications to the budget since the December meeting. She indicated that the IUOE labor agreement had been ratified by the membership, which included a total package increase for CyRide of 2.5% for the 2011/12 budget year.

Director Kyras also reported the US House of Representatives has passed new budget rules that now allow the national gas tax funds to be used for non-highway or transit uses. This could affect the federal funds budgeted in the 2011/12 budget by reducing federal funding levels as much as 20%. She also shared that Congress was seriously discussing reducing federal programs back to the 2008 funding level. This would significantly affect CyRide and could reduce revenues by \$170,000, which is equivalent to the amount of service CyRide operates on Sunday's. She also indicated that CyRide may receive the fifth STIC performance criteria and this could lessen the impact of any possible cuts or improve federal funding if this criterion is achieved. The range of federal funding possibilities is -\$170,000 to +\$125,000 in the 2011/12 budget.

Trustee Wacha made a motion to approve Option #1 providing existing service levels next year. Motion seconded by Trustee Pinegar. Ayes: 6: Nays: 0. (Motion carried unanimously.)

2011/12 CAPITAL IMPROVEMENT PLAN: Director Kyras noted this agenda item needed action at the January meeting so that the project could be included in the City of Ames Capital Improvement Plan. She reiterated the projects in

the 2011-12 budget as these project would begin being implemented. The remaining projects would be brought back to the board next year for further consideration before any purchases were made.

Projects for the 2012/2016 were included in the board packet.

Trustee Pinegar made a motion to approve alternative one, Capital Improvement Plan as presented. Motion seconded by Trustee Wacha. Ayes: Six; Nays: 0. (Motion carried unanimously.)

FIVE-YEAR TRANSIT SERVICES AGREEMENT: Director Kyras provided the existing agreement between the City of Ames, Iowa State University and Government of Student Body that is set to expire on June 30, 2011. She indicated that the transit board and signatory agencies would need to consider a sixth, five-year agreement between the three entities.

Trustee Madden indicated that he did not see a need for any major changes to the agreement and suggested having the Iowa State University legal counsel and City of Ames Attorney look at the document, and possibly enter into a longer agreement if changes needed to be made in the agreement.

Trustee Madden made a motion to approve the transit agreement entitled “An Agreement for Joint Action In Support of Transit Services in the City of Ames” agreement subject to review by the legal counsel and extending the terms of the agreement. Trustee Schainker seconded. Ayes: 6; Nays: 0. (Motion carried unanimously.)

CYRIDE EEO POLICY STATEMENT: The Federal Transit Administration contacted Director Kyras regarding a need to update its Equal Employment Opportunity (EEO) plan.

CyRide staff held conversations with the Human Resources Department and the City Manager’s office to discuss whether the City’s plan could be changed to coincide with the specific language requirements of the Federal Transit Administration. Following these conversations, it was decided that it was best to separate CyRide in this area from the remainder of the city and develop a separate set of EEO/AA policies.

There are two steps to meet this requirement, the first is to develop a new EEO Policy Statement signed by the Transit Director and requiring Transit Board approval. The second step is to develop an EEO/AA Plan that addresses the federal guidelines. The Director indicated that the preparation of this document will require a lengthy analysis and documentation and when it is completed, will present it to the Transit Board later in the year.

The policy will require an EEO officer and because Director Kyras cannot be that person, Director Kyras recommended Shari Atwood. Trustee Madden discussed the policy and EEO officer and the need for this person to be independent. The transit board provided staff with guidance on the procedures to be followed if an EEO/AA complaint were received that involved the Director. These complaints will be brought directly to the Transit Board by CyRide's EEO officer.

Trustee Madden made a motion to approve the Ames Transit Agency Equal Employment Opportunity Policy Statement and to make note of the board-directed procedure. Trustee Choi seconded the motion. Ayes: Six; Nays: 0. (Motion carried unanimously.)

INTERMODAL FACILITY BID REPORT: Director Kyras presented the Intermodal Facility construction bids, which were received on January 18, 2011 with the Weitz Company, LLC coming in as the apparent low bid. She indicated that additional investigation is needed to determine if the firms could be considered "responsive and responsible" per FTA regulations. Staff will contact the Federal Transit Administration to clarify if criteria have been met with the DBE (Disadvantaged Business Enterprise) and Davis Bacon requirements. The bids will be presented to the Ames City Council on January 25 and a special meeting with the Transit Board would be held to take action on the bids, before City Council approval on February 8.

Trustee Madden discussed the alternative of adding additional parking spaces to the facility. The addition of the parking spaces would be most cost effective to complete the construction, at the time of constructing the facility. Trustee Madden has had no discussion with the Department of Residence about promoting parking spaces as part of the housing package and whether they wish to support this. Further discussion needs to be held before any decision can be made.

TRANSIT DIRECTOR'S REPORT:

- Land Lease Agreement presented in the board packet, the highlighted sections indicate the changes between the City of Ames, Iowa State University, and the Board of Regents and is the final document approved by the Federal Transit Administration (FTA) in January. This will be on the February 3 Board of Regents docket.
- Ames Public Art Commission contacted the Transit Director to propose options to display art at the Intermodal Facility. The staff asked for direction from the transit board if they wish the Transit Director to work with the PAC Commission. There will not be any transit out-of-pocket costs. The board consensus was to pursue this possibility.
- Weapons on buses are not permitted. After consultation with City legal counsel, it was determined that there would not need to be a change to CyRide's policy in light of the new state law.

- Director Kyras will participate in a meeting later today where a private operator is proposing transportation service between Ames and Des Moines. The discussion was that the option offered will not be attractive to Ames residents and not aid Ames businesses. This service was tried before and passengers are not willing to commit.

TIME AND PLACE OF NEXT MEETING: February 17, 2011 at 5:00 p.m. in the CyRide Conference Room.

ADJOURN: Meeting adjourned at 1:08 p.m.

Robert Anders, President

Joanne Van Dyke, Recording Secretary

AMES TRANSIT AGENCY BOARD OF TRUSTEES

AMES, IOWA

February 4, 2011

The Ames Transit Agency Board of Trustees met on February 4, 2011 at 7:00 a.m. in CyRide's Conference Room via conference call. President Anders called the meeting to order at 7:02 a.m. Trustees in attendance were Anders, Pinegar, Madden, Choi, Wacha, and Schainker.

PUBLIC IN ATTENDANCE: No public in attendance.

AWARD OF INTERMODAL FACILITY CONSTRUCTION BID: Director Kyras explained that the reason for the Transit Board meeting was to determine the direction of the Intermodal Facility Construction bids. She indicated that since the information continued in the board member's packet was written, several new factors would need to be considered leading to possibly tabling action until the February 17 regularly scheduled Transit Board meeting.

She indicated that two bid issues had been resolved since discussion of the bids at the January 20, 2011 Transit Board meeting. First, the issue that all bids contained 0% DBE participation has been resolved with the FTA. After discussion with the apparent low bidder, the architect, Neumann Monson and the project management team, steps were being taken to demonstrate "good faith" efforts in this area.

Second, it is the recommendation of the project management team that bid alternate #3 be accepted as it would not have a detrimental impact on the facility and would save the project \$72,000 in expenses.

Director Kyras indicated that Trustees Madden and Schainker had been working on the Intermodal Facility Operating Agreement, but that it is not complete at this time. These two board members indicated that they did not see any obstacles with the operating agreement, just that it had taken longer than predicted.

Trustee Madden spoke to consideration of bid alternate #1 for construction of an additional parking deck. After discussions between the University and City, the two parties had concluded that there was not sufficient time to negotiate the financing of this alternate. Trustee Madden indicated that he had spoken with the Department of Residence about paying for the additional parking spaces. Trustee Madden indicated that he had not heard back from the Department of Residence, but if the Transit Board choose to delay action until the next meeting, there may be a possibility that a response could be received by that date.

Trustee Schainker shared with the board members that he is confident that the Operating Agreement will be completed without any problems, but not in time for the February 8, 2011 City Council meeting. Trustee Schainker has not briefed the City Council yet on the Operating Agreement, but believes that the City Council will consider assuming part of the financial risk and operation of the facility in light of their commitment to revitalizing the Campustown area. This action will take place during the February 22, 2011 City Council meeting. The Land Lease Agreement is completed and signed by the Board of Regents.

Trustee Madden shared with the board members that he did not see any reason to table the bid award, but felt that he could support approval of the agreement at this time, subject to the completion of the Operating Agreement.

Trustee Wacha asked if Director Kyras had inquired about the possibility of funding a portion of the bike path alternate (#2) with the available funds above the apparent low bid. She indicated that she had spoken with the project management team and FTA and both had agreed that the best option was to not accept bid alternate #2 at this time; however, to revisit the possibility of fully funding this alternate with unused contingency that might be available later in the project. She indicated that this could be included in a change order at that time, if funding was available.

Trustee Madden made a motion to approve Alternative #1 to approve award of contract to Weitz Company as the lowest responsible and responsive bidder for construction of the Ames Intermodal Facility for \$7,115,000, accepting the base bid and bid alternate #3, subject to approval of the Operating Agreement. Motion seconded by Trustee Wacha. Ayes: 6: Nays: 0. (Motion carried unanimously.)

TIME AND PLACE OF NEXT MEETING: February 17, 2011 at 5:00 p.m. in the CyRide Conference Room.

ADJOURN: Meeting adjourned at 7:14 a.m.

Robert Anders, President

Joanne Van Dyke, Recording Secretary

CITY OF AMES, Iowa

MEMO TO: Ames Transit Board of Trustees

FROM: Sheri Kyras

DATE: February 17, 2011

SUBJECT: Intermodal Facility Project/Construction Management Contract

BACKGROUND: Early discussions with the Federal Transit Administration (FTA) indicated a desire to have project management and construction management oversight of the Intermodal Facility's planning and construction processes. With Iowa State University's expertise in both these areas and their intergovernmental relationship with CyRide, it was determined that the University could most efficiently provide these services.

INFORMATION: The attached document delineates the roles, responsibilities and compensation proposed for both the project and construction management activities. The original budget for the Intermodal Facility included a total cost for these services at \$440,000. The attached contract reflects a lower cost of \$345,210 + \$5,500 for monitoring of a site discharge pollution permit. These costs are based on Iowa State University's estimate of the number of hours and cost to provide adequate oversight of the facility's design and construction. The FTA is in the process of reviewing the contract and will provide input prior to the Transit Board meeting. Their comments will be shared with board members at this meeting.

ALTERNATIVES:

1. Approve a project and construction management contract with Iowa State University for the Intermodal Facility for a total of \$345,210 plus \$5,500 for monitoring of site discharge pollution.
2. Modify the project and construction management contract with Iowa State University for the Intermodal Facility to compensate ISU in an amount **not to exceed** \$345,210 **based on actual hours worked on the project** plus \$5,500 for monitoring of site discharge pollution.
3. Direct staff to renegotiate the contract with direction from the Transit Board.
4. Do not approve a contract for project and construction management services with Iowa State University.

RECOMMENDATION:

The Transit Director recommends approval of alternative #1 for professional oversight of the Intermodal Facility design and construction. With Iowa State University's expertise in costing services on similar type construction projects and with the lower estimated cost for these services based on a refinement of the costs calculated to reflect hourly time spent on the project, alternative #1 will efficiently reflect the work to be accomplished without the requirement of additional documentation.

Interoffice Communication

DATE: January 5, 2011

TO: Sheri Kyras
CyRide
Director of Transportation
1700 University Blvd
Ames, Iowa 50010

FROM: Jon Harvey
Design and Construction Services
Facilities Planning and Management

RE: Ames Intermodal
Design and Construction Management
Memorandum of Agreement

Iowa State University (ISU) agrees to assist CyRide (Owner) on the Ames Intermodal project by providing Project and Construction Management services by managing the Design and Construction phases of the project. We will assist the Design Professionals, Users, City, and ISU in preparing the design and construction documents. We will also observe the Construction to determine in general the work is being performed in accordance with the requirements of the Contract Documents. ISU will also assist in compliance with DBE and Davis-Bacon Act requirements.

A. Design Phase Services:

1. During the Design phases of the project ISU will provide the following services:
 - a. Work on Federal Grant application
 - b. Participate in Design Professional selection
 - c. Participate in dedining program requirements
 - d. Monitor project budget with Design Professional
 - e. Attend design meetings with City, ISU, and Design Professional.
 - f. Attend city/neighborhood presentations
 - g. Review construction documents and advise on proposed site use, selection of materials, relative feasibility of construction methods, building

systems and equipment, document coordination, and methods of project delivery.

- h. Participate in the project pre-bid meeting
- i. Participate in the pre-bid tours of project site
- j. Attend bid opening
- k. Participate in bid evaluation/recommendation of award
- l. Attend presentations to Ames City Council
- m. Review and recommend Design Professional Applications for Payment.

B. Construction Phase Services:

1. During the Construction Phase of the project, ISU will provide the following services:
 - a. Participate in the project pre-construction meeting
 - b. Review the site staging plan including the set up of project site: trailers, fence, temporary utilities, site access, etc.
 - c. Review contractor's initial construction schedule and provide comments to the Design Professional as required.
 - d. Review and act as required on project correspondence as required.
 - e. Provide assistance to the Design Professional upon request in reviewing Shop Drawings, Product Data and Samples.
 - f. Attend project construction meetings.
 - g. Make periodic visits to the project site to observe the quality and progress of the construction and determine in general that it is proceeding in accordance with the Contract Documents. ISU will notify the Owner, Design Professional and Contractors if work does not conform with the Contract Documents or requires special investigation by the Owner, Design Professional or Contractor.
 - h. Upon request, observe tests required by the Contract Documents. Review testing invoices, if any, to be paid by the Owner.
 - i. Review Applications for Payment submitted by the Contractor with the Design Professional and Owner.
 - j. Review contract disputes, coordination problems and other issues on site. Consider potential solutions, evaluate them, discuss them with the Design Professional and Owner and assist the Design Professional when applicable in resolving issues.
 - k. Maintain a log reporting on activities related to the project, project progress, and project issues.
 - l. Coordinate the preparation and completion of change requests, change orders, requests for information, and contractors application for payment.
 - m. Interview construction workers and maintain data sheets as required for Davis-Bacon and post to centric
 - n. Collect and post to centric weekly Certified Contractors payrolls.

- o. Monitor and participate in equipment start-up as required
 - p. Assist the Design Professional in final inspection of the work.
 - q. Assist the Design Professional in reviewing the documentation and record documents to be furnished to the Owner by the Contractor upon completion of the work.
 - r. Assist in the Investigation and resolution of post-construction issues
2. ISU will not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of the Contractors, since these are solely the Contractor's responsibility under the Contract for Construction.
 3. ISU will not be responsible for a Contractor's failure to carry out the Work in accordance with the respective Contract Documents but will endeavor to determine in general that the Contractor carries out its work in accordance with the terms and conditions of its contract. ISU will not have control over or charge of acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons performing portions of the Work.
 4. This Agreement may be terminated by either party upon not less than seven days' prior written notice. ISU shall be paid as compensation in full for services performed to the date of that termination.
 5. Owner agrees to indemnify, defend and hold the State of Iowa, the Board of Regents, ISU and its agents, officers, assistants and employees harmless from any expense, claim, liability, loss or damage either direct or indirect, whether incurred, made or suffered by Licensee or by third parties, in connection with or in any way arising out of the furnishing, performance or use ISU services provided in this Agreement.

C. Compensation:

1. For the services described, compensation is based on 5% (five percent) of the estimated construction budget of \$6,904,210 for a fee of \$345,210.
2. Reimbursable expenses are anticipated for Environmental Health and Safety (EH&S) to monitor site pollution discharge permit. The estimated cost for this service is to not exceed \$5,500.
3. ISU will submit an invoice to the City of Ames monthly for payment based on a percentage of the work completed and for reimbursable expenses monthly based on amount billed.

Accepted by: _____

Mayor Ann Campbell
City of Ames

Date

Accepted by: _____

Warren R. Madden
Vice President for Business and Finance
Iowa State University

Date

Project Management Services Task List

Project Title: Ames Intermodal

Project Duration	
Design:	March 2010 - January 2011
Construction:	January 2011 - June 2012
Close-out:	June 2012 - August 2012

	Included	Not included	If not included, responsible party
Project Management Task List			
Meet with users and FPM Planning to determine and analyze needs of the project	X		
Prepare formal Building Program (if done in-house)		X	Not applicable
Prepare Project Budget (and variations)	X		
Prepare Project Time Schedule	X		
Prepare Board of Regents CIBT Register Items			
Permission to proceed with formal planning and architect selection		X	Not applicable
Project description and budget		X	Not applicable
Approval of architect selection		X	Not applicable
Program approval		X	Not applicable
Schematic Design approval		X	Not applicable
Miscellaneous (A/E changes, Project scope changes, etc.)		X	Not applicable
Conduct Architect Selection Process			
Prepare advertisement		X	
Evaluate submittals	X		
Chair Architect Selection Committee Short-list meeting		X	
Prepare materials for short-list firms	X		
Chair Architect Selection Committee firm interviews	X		
Prepare summary of selection process and committee recommendations	X		
Negotiate agreement	X		
Orient Consultant on University Procedures		X	
Attend planning meetings between architect and university personnel design phases		X	As needed
Prepare for planning meetings between architect and university personnel design phases		X	As needed
Miscellaneous meetings during design phases	X		
Phone conversations throughout entire project	X		
Prepare/Respond to Miscellaneous memos, letters, and e-mail	X		
Monitor Project Budget throughout entire project	X		Design Professional Responsible
Monitor Project Time Schedule through design phases	X		Design Professional Responsible
Review design documents (including cost estimates and schedules)			
Programming documents (if done by consultant)	X		
Schematic Design documents	X		
Design Development documents	X		
Construction Documents	X		
Reviews between phases	X		
City Review Process	X		
Participate in Art in State Buildings Committee		X	Not applicable
Attend pre-bid conference	X		
Attend bid opening	X		
Participate in bid evaluation/recommendation of award of construction contract(s)	X		
Attend regular Owner/Architect/Contractor construction meetings	X		
Attend special Owner/Architect/Contractor meetings	X		
Conduct interviews as required by Davis-Bacon Act, post to Centric	X		
Tour construction site to observe progress of the work	X		
Participate in project scope changes during construction phase	X		
Monitor and participate in equipment start-up as required	X		
Participate in final inspection	X		
Project Closeout	X		

Construction Manager's Project Checklist

Ames Intermodal

Project Title:

Bid Date: 18 January, 2011

Award date:

Substantial

Completion Date: June, 2012

Acceptance Date:

Phase	Date Required	Item	Open / Closed / NA	Date Completed	Comment
Assignment		Asbestos / lead survey - Confirm survey has been completed and review report	NA		
Assignment		Asbestos, Abatement work - schedule with EH&S	NA		
Assignment		Owner furnished, Equipment, Identify	Open		Purchased through City of Ames
Assignment		Testing, Adjusting & Balancing - If by Owner, confirm agency has been procured	Open		
Assignment		Owner furnished, utility meters, with Utilities POC 4-8491	NA		
Assignment		Owner furnished, utility PRV's, with Utilities POC 4-8491	NA		
Assignment		Owner furnished, purchase requisitions for the equipment	NA		
Assignment		Confirm CM is a user on ActiveProject and verify subscriptions	Closed		
Assignment		Fire safety devices, contact EH&S to discuss	NA		
Assignment		Exit paths during construction, contact EH&S to discuss	NA		
Assignment		Parking - contact Parking Systems	NA		
Assignment		Testing lab, geotec, concrete, etc - confirm contact	Closed		
Assignment		Groundbreaking ceremony	NA		City of Ames
Award		Utility locates, Submit request (via famis or web)	Open		
Award		Service Request for Project Sign	NA		Contractors Responsibility
Award		Email notification of project award	Open		ISU to track
Award		Initial Construction Budget Summary (CBS) - prepare & post	Open		

Construction Manager's Project Checklist

Ames Intermodal

Project Title:

Construction	Fire Alarm Inspection to Env. Sys. Tech - 4-7436	NA		
Construction	Sprinkler Inspection to Env. Sys. Tech - 4-7436	NA		
Construction	Telecom, Wire/Devices / Misc. Purchase	NA		
Construction	Misc. Purchases	NA		
Construction	Owner furnished, Purchase Lamps	NA		
Construction	Signage, door	NA		
Construction	Punchlist, Door and Hardware Inspection - Key Shop - 4-5100	NA		
Construction	Owner furnished, Hardware, Cut and Pin Cylinders - Key Shop - 4-5100	NA		
Construction	Punchlist, roof inspection (roof projects only) - 4-4918	NA		
Construction	Ground Shops, as needed; - Campus Services - 4-8601	NA		
Construction	Utilities, Locate Wire / Continuity Test	Open		Coordinate with City
Construction	Hardware Pre-Installation Conference, Schedule	Open		
Construction	Moves, Furniture Pre-Installation Conference with A&E Services, Schedule	Open		
Turnover/Occupancy	Custodial Cleaning (final cleaning; after contractor cleanup)	NA		
Start-up	Schedule Meter Installation	NA		
Start-up	Fire Alarm Control Sequences Demonstrated (fans, dampers, door hold opens, etc.)	NA		
Start-up	Fire Pump Controls Tested	NA		
Start-up	Fire Pump Flow Test	NA		
Start-up	Fire Alarm Certification, Confirm receipt	Open		
Start-up	Sprinkler Certification, Confirm receipt	Open		
Start-up	Domestic Water System Sterilized	Open		
Start-up	Sprinkler Dry Pipe Valves Tested	Open		
Start-up	BCS System Programmed and Tested	NA		
Start-up	Generator Load Test	NA		
Start-up	Automatic Transfer Switches Tested	NA		
Start-up	Emergency and Exit Lighting Verified	Open		
Start-up	Backflow preventer certified	Open		Coordinate with City
Start-up	Boiler Safeties and Controls Tested	NA		
Start-up	Lighting Control System	Open		
Turnover/Occupancy	Elevator inspection complete	Open		State Inspection
Turnover/Occupancy	Moves, coordination - FFE, computers, etc	Open		

Construction Manager's Project Checklist

Ames Intermodal

Project Title:

Acceptance	Balancing reports are approved	NA	
Acceptance	Asbestos/PCB Certification received from contractor	Open	
Acceptance	Asbestos/PCB Certification received from design professional	Open	
Acceptance	Lightning protection UL master label received	Open	
Acceptance	Work Orders closed	NA	
Acceptance	Guarantees / warranties, receive & transmit to City	Open	
Acceptance	Keys, returned to Key Coordinator	NA	
Acceptance	Received as-builts from contractor and forwarded to A/E	Open	
Acceptance	Punchlist completion & project acceptance, Notify AE	Open	
Acceptance	Closeout form, Acceptance and complete Contract Closeout Form (Closeout.dot), Establish date	Open	
Acceptance	Telephone, disconnect job site telephone by completing form	NA	
Acceptance	Contractor Tax Statements, Received and Approved	Open	
Acceptance	Complete Contractor Performance Questionnaire	Open	
Post Construction	Schedule 11 month walk-through	Open	
Post Construction	11 month walk-through	Open	
Post Construction	Confirm all warranty requests have been corrected and responded to.	Open	
Post Construction	As-built drawings returned from A/E - Provide original red lined as builts to Ron Cochran	Open	

FEDERAL TRANSIT ADMINISTRATION

Federally Required Contract Clauses

The following federally required contract clauses are required for this solicitation and will be incorporated into the contract with the winning respondent. Clauses requiring signatures must be returned with responses. Firms returning responses without required signature clauses will forfeit the opportunity to advance to the next level in the selection process.

No Obligation by the Federal Government

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

Program Fraud and False or Fraudulent Statements or Related Acts

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

higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. , (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Bidders shall make a good faith effort to encourage DBE participation in this project. Contractors who document that DBE commitments on this project meet or exceed ATA's FFY08 goal for DBE participation of .147% will be assumed to have made good faith effort to utilize DBE firms. DBE firms who bid as prime contractors will be considered to have met the goal. Form 102115, DISADVANTAGED BUSINESS ENTERPRISE INFORMATION STATEMENT OF DBE COMMITMENTS shall be submitted as a means of documenting results of measures a prospective contractor took to encourage DBE participation under its bid. Form 102115 can be found at <http://www.iadotforms.dot.state.ia.us/iowadotforms/Library.aspx>. Specific details regarding measures a prospective contractor has taken to involve DBE firms in its bid proposal in response to this IFB should be submitted with each bid to provide bid reviewers with a basis for determining whether good faith measures have been taken by a prospective contractor to responsibly address this requirement (Note: specifics about such measures should be attached to your Form 102115). **Bidders shall submit Form 102116, CERTIFICATION OF DBE ACCOMPLISHMENT with the documents** required prior to final acceptance of work performed and release of project payment retention. A directory of DBE firms can be obtained from the web at www.dot.state.ia.us/contracts/contracts_eoaa.htm.

Incorporation of Federal Transit Administration (FTA) Terms

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

Termination

Termination for Convenience or Default (Architect and Engineering) Ames Transit Agency may terminate this contract in whole or in part, for Ames Transit Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. Ames Transit Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and

Performance During Dispute - Unless otherwise directed by Ames Transit Agency, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

Government-wide Debarment & Suspension (nonprocurement)

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **Ames Transit Agency**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **Ames Transit Agency**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

CITY OF AMES, Iowa

MEMO TO: Ames Transit Board of Trustees

FROM: Sheri Kyras

DATE: February 17, 2011

SUBJECT: Intermodal Facility Operating Agreement

BACKGROUND: City of Ames and Iowa State University representatives have been discussing contract language that will be included in an agreement for the University to operate the Intermodal Facility, on behalf of CyRide, once construction is completed. At the January 20, 2011 transit board meeting, trustees approved award of the Intermodal Facility construction contract, contingent upon successful completion of this operating agreement.

INFORMATION: At the time of writing, this agreement was not completed. A draft of the document has been sent to the Federal Transit Administration for their review and is attached for information purposes only. Staff will update the Transit Board of Trustees at the board meeting regarding the status of the agreement and any potential action(s) that the board can take at that meeting.

As this operating agreement must be completed prior to award of the construction contract, the final date that this agreement can be approved by the final approval body, the Ames City Council, is February 22, 2011. Therefore, if the agreement is not completed by the February 17, 2011 Transit Board meeting, a special conference call meeting may be required to complete the Transit Board's action prior to the City Council meeting on February 22, 2011.

INTERMODAL FACILITY OPERATING AGREEMENT

**IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY
AND THE AMES TRANSIT AGENCY**

THIS AGREEMENT made this ____ day of _____, 2011, between the Ames Transit Agency, an administrative agency of the City of Ames, Iowa, hereinafter called "ATA", and Iowa State University of Science and Technology, hereinafter called "UNIVERSITY;"

WITNESSETH THAT:

WHEREAS, ATA is engaged in the operation, management, governance and control of a city transit system, "CyRide"; and,

WHEREAS, ATA is funded pursuant to an Agreement for Joint Action in Support of Transit Services in the City of Ames among the City of Ames, Iowa State University, and the Government of the Student Body of Iowa State University dated July 1, 2006 ("Transit Services Agreement"); and,

WHEREAS, funding has been secured for the construction of an Intermodal Facility (Facility) as described in the Memorandum of Understanding entered into by City of Ames and the United States Government dated May 17, 2010 ("MOU") and funded in a grant agreement with the Federal Transit Administration (FTA), Project Number IA-78-0001-00 ("Grant"); and,

WHEREAS, the UNIVERSITY has entered into an Agreement with ATA to lease its land at the intersection of Chamberlain and Hayward to the ATA as the site for the Facility, as described more fully in attached Attachment 1 ("Site"); and,

WHEREAS, in acknowledgement of the many benefits such a facility will afford to Iowa State University, its students, staff, faculty, and programs, the UNIVERSITY desires to aid and assist with regard to the operations of said Facility for ATA; and,

WHEREAS, the UNIVERSITY has significant experience operating and managing the East Campus Parking Deck and the Memorial Union Parking Ramp; and,

WHEREAS, the City of Ames, as the governmental entity and political subdivision responsible for administering the budget of ATA, is a third party beneficiary of this Agreement between the UNIVERSITY and ATA;

NOW, THEREFORE, ATA and the UNIVERSITY agree that the UNIVERSITY will assume operational responsibility for the Facility and leased Site by providing the services specified in this agreement in accordance with the provisions herein:

I. PURPOSE

It is understood that the facility will be owned by ATA and situated on land leased to ATA by the UNIVERSITY, as depicted on the map of the leased site, Attachment I (Site). The purpose of this Agreement is to assign to the UNIVERSITY all operational responsibilities at the FACILITY after the construction at the Site is complete. It is the intention and understanding of ATA and the UNIVERSITY that FACILITY revenues will offset expenses for operation of FACILITY.

II. TERM

The initial term of this Agreement shall commence thirty days after the UNIVERSITY receives ATA's written notice of completion of construction of FACILITY and shall extend through June 30, 2013. The Agreement shall automatically renew each June 30 for successive one year terms unless either party has provided written notice of intent to terminate on or before June 30 of the preceding year, in which case the Agreement shall extend for one additional one year term, it being the intention of the ATA and the UNIVERSITY that termination of the Agreement will occur only after the parties have had at least twelve months' notice.

III. OPERATIONAL RESPONSIBILITIES

The UNIVERSITY agrees to perform all of the operational services necessary to operate and maintain the FACILITY and the site. Said services and responsibilities shall include, but are not limited to, the following:

- A. Collection of and accounting for parking fees in accordance with UNIVERSITY policies;
- B. Performance of law enforcement functions, including security, patrol, investigations, ticketing, and towing, all in conformity with state and local law;
- C. Preparation and presentation of recommended annual operating budget, including projected expenditures for operations, repair and replacement, and capital improvements, and projected revenues from short-term hourly parking fees, monthly parking space rental fees, and office space rental fees;
- D. Cooperation with ATA in the preparation of reports required by conditions of the FTA Grant with ATA;

- E. Assistance to ATA with negotiation of 3rd party passenger carrier leases for office space and Facility use;
- F. Operation of the FACILITY in compliance with FTA requirements as directed by ATA;
- G. Administration of an eligibility process for vanpool/carpool parking program;
- H. Removal of snow from parking areas, driveways, and sidewalks (including sidewalks abutting Site) at FACILITY and on SITE; removal of trash and debris from sidewalks, bike path, and grounds; cutting of grass and general maintenance of landscaping and sidewalks on the Site;
- I. Performance of all maintenance and repair functions, including exterior grounds care and improvements of the FACILITY and Site, in accordance with a maintenance plan approved by the FTA.

IV. FACILITY MANAGEMENT

The UNIVERSITY'S Manager of the Parking Division will provide daily operational direction and supervision for the FACILITY. ATA will provide policy direction and make management decisions concerning the FACILITY and Site. For purposes of facility management as provided in this section, ATA designates the two permanent members of the ATA Board of Directors as managers. The two permanent members of the ATA Board of Directors are the City Manager of the City of Ames and the Vice President for Business and Finance at Iowa State University.

V. FINANCING

A. Because construction of the FACILITY and site are funded by the Federal Transit Administration monies, the revenues and expenditures for the facility and leased site will be accounted for by the UNIVERSITY in a separate fund (the FUND). Each year by January 1 the UNIVERSITY will present to the City Manager for the City of Ames a recommended operational budget, which will include all anticipated expenditures for operations (including any taxes, insurance, management fee, and other expenses associated with FACILITY and Site), capital items, minor maintenance, and major capital improvements for the next fiscal year beginning July 1. The City Manager shall review and within 45 days either approve the recommended budget or provide a suggested alternative budget for consideration by the UNIVERSITY. UNIVERSITY will consider the City Manager's recommendations and present a final operational budget to ATA and the Ames City Manager by February 28. The final operational budget each year is subject to final approval by both the Ames City Council and the Iowa Board of Regents. ATA and UNIVERSITY acknowledge and agree that modifications in the parking rates charged may be necessary during the course of the budget year.

B. In terms of revenues, the UNIVERSITY will also supply by the same date specified above a recommended fee schedule for hourly parking fees, long-term parking space rental fees, other rental fees, and any other revenue generated by FACILITY and Site sufficient to cover the expected expenditures of that fiscal year, as well as accumulate needed funds for major capital improvements.

C. Law enforcement expenses and revenues are excluded from the operational budget. Neither revenues received in satisfaction of citations, criminal penalties, surcharges, etc., nor expenses attributable to law enforcement functions, are considered revenues or expenses within the operational budget for the FACILITY.

D. While it is expected that revenue generated from the facility users will be sufficient to cover all of the expenditures for the facility and site, it is agreed and understood that it is possible from time to time that negative balances in the FUND (as described in Section V.A, supra) might occur. Should the revenues in the fund not cover the operations and capital improvement expenditures, UNIVERSITY and City of Ames will each provide equal supplemental operational support in the form of subsidies as necessary to maintain a positive balance.

E. It is further understood and agreed that any monies paid into the FUND by the City of Ames and UNIVERSITY shall not constitute a contribution to the budget for Transit Services under Paragraph 2 of Transit Services Agreement.

F. Balances in the FUND are for ATA purposes only. Upon termination of this agreement the balance of the FUND shall be transferred to ATA for uses determined by the ATA Board of Directors.

VI. REVENUE COLLECTED BY THE UNIVERSITY

In accordance with the responsibilities specified in Section III, Operational Responsibilities, supra, the University will collect all fees and other revenues associated with the FACILITY and Site. It is agreed that this revenue will be deposited by the University each month into the FUND.

VII. PAYMENT TO THE UNIVERSITY FOR SERVICES PROVIDED

Each month, the University shall be entitled to withdraw from the FUND one twelfth (1/12) of the agreed upon annual management fee reflected in the fiscal year budget as payment for management and operational services as specified in Section II. It is also understood that the University will pay from the FUND those expenses of operation and maintenance incurred for services described in Section III. The University shall maintain documentation for the expenses paid from the FUND in accordance with Section IX below.

VIII. FINANCIAL ACCOUNTING AND ADMINISTRATION

A. At such time and in such form as ATA and the City of Ames may require, there shall be furnished to the City of Ames such statements, records, reports, data, and information as ATA and the City may require with respect to revenues received and the use made of monies disbursed hereunder.

B. At any time during normal business hours, and as often as the City of Ames may deem necessary, there shall be made available to the City of Ames for examination all records with respect to all matters covered by this Agreement and UNIVERSITY will permit the City of Ames to audit, examine, and make excerpts or transcripts from such records.

IX. INSURANCE AND INDEMNIFICATION

The UNIVERSITY does hereby covenant and agree to defend, indemnify, and hold harmless, to the extent permitted by law, ATA and the City of Ames, and their officers and employees, against any claims, loss, or liability whatsoever, including reasonable attorney's fees, pertaining to any and all claims by any and all persons resulting from or arising out of the acts or omissions of UNIVERSITY's performance of operational services and other requirements of this Agreement. The UNIVERSITY shall provide liability and property casualty insurance coverage of the types, limits, and deductibles specified by ATA and the City of Ames, with ATA and the City of Ames listed as named insureds. Premium payments shall be included in the annual operating budget.

X. GENERAL TERMS

A. Entire Agreement. This Agreement constitutes the entire understanding of the parties. The headings in this Agreement are for convenience only and will not affect the interpretation of any provisions.

B. Amendment. None of this Agreement may be modified or waived except by a written instrument signed by the parties.

C. Severability and Survival. If any term or provision of this Agreement is invalid or unenforceable, then the remaining terms and provisions will not be affected.

E. Non-assignment. Neither party shall assign this Agreement without the written consent of the other party.

F. Applicable Law. This Agreement will be construed and interpreted in accordance with the laws of the State of Iowa and when applicable, federal law.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by their authorized representatives as of the date first above written.

IOWA STATE UNIVERSITY

CITY OF AMES, IOWA

By _____

By _____

Warren Madden, Vice President

Ann H. Campbell, Mayor

AMES TRANSIT AGENCY

ATTEST:

By _____

By _____

Robert Anders, President

Diane Voss, City Clerk

CITY OF AMES, Iowa

MEMO TO: Ames Transit Board of Trustees

FROM: Sheri Kyras

DATE: February 17, 2011

SUBJECT: CyRide Intergovernmental Agreement

BACKGROUND: The three funding agencies (City of Ames, Iowa State University and Government of the Student Body) have entered into six, five-year agreements for joint transit services. The current agreement became effective on July 1, 2006 and will expire on June 30, 2010.

INFORMATION: At the January 20, 2011 transit board meeting, board members discussed expiration of the current CyRide funding agreement and entering into a new agreement. From this discussion, staff was directed to have the City's legal counsel review the document to determine if any changes needed to be made in light of new laws and regulations. It was also discussed that if changes were needed, that staff modify the duration of the new agreement to reflect a ten-year commitment.

The City's legal counsel has reviewed the agreement and there will need to be one modification to reflect the Federal Transit Administration's decision that CyRide is the recognized entity for provision of transit services in Ames, Iowa. Additionally, since this change was required, the agreement has been modified to a ten-year agreement. These changes are highlighted in the attached draft.

ALTERNATIVES:

1. Approve a **2011-2021** Intergovernmental agreement for transit services between the Ames Transit Agency and the City of Ames, Government of the Student Body and Iowa State University.
2. Approve a **2011-2016** Intergovernmental agreement for transit services between the Ames Transit Agency and the City of Ames, Government of the Student Body and Iowa State University.
3. Do not approve a new agreement for the provision of transit services.

RECOMMENDATION:

The Transit Director recommends approval of alternative #1 to enter into a ten-year agreement for transit services between the parties. Extension of this agreement to a ten-year period will allow for increased stability in the transit system's operations.

**AN AGREEMENT FOR JOINT ACTION IN SUPPORT
OF TRANSIT SERVICES IN THE CITY OF AMES**

THIS AGREEMENT, made and entered into effective the first day of _____, 2011 by, between and among IOWA STATE UNIVERSITY (hereinafter referred to as "University"); the GOVERNMENT OF THE STUDENT BODY OF IOWA STATE UNIVERSITY (hereinafter referred to as "GSB"); and the CITY OF AMES, IOWA (Hereinafter referred to as "City").

WITNESSETH:

1. PURPOSE

1. It is the purpose hereof to establish that the City, the University, and GSB do agree, each with the other, to participate as hereinafter provided in the support, operation and utilization of a public transit system in the City of Ames, Iowa under the management, control and governance of the Ames Transit Agency Board of Trustees.

2. BUDGET FOR TRANSIT SERVICES

1. It is agreed by the parties hereto that the budget for transit services hereunder, and the parties' contributions thereto, from July 1, 2011 to June 30, 2012 is as shown in Appendix A attached hereto.
2. It is further agreed that the parties hereto shall agree each year, prior to January 21, upon a budget for transit finances for the ensuing fiscal year. Said budget shall be in two parts.

Part I shall show the Transit Improvement budget as follows:

1. Estimated revenues, divided as follows:
 - (1) Federal and State grants.
 - (2) Contribution from the City
 - (3) Contribution from the University
 - (4) Contribution from the GSB
 - (5) Miscellaneous revenues
2. Estimated expenditures divided as follows:
 - (1) Services
 - (2) Supplies and materials
 - (3) Equipment
 - (4) Real estate and improvements

Part II shall show an operating budget as follows:

3. Estimated revenues divided as follows:

- (1) Federal and State grants
- (2) Contribution from the City
- (3) Contribution from the University
- (4) Contribution from the GSB
- (5) Fares, advertising and miscellaneous

4. Estimated expenditures

- (1) Personnel Services
- (2) Contractual
- (3) Commodities
- (4) Capital
- (5) Other

c. The Ames Transit Agency shall cause such a proposed budget to be submitted not later than the first day of January each year, to the Ames City Council, the University Administration and the ISU Government of the Student Body. The final decisions of the Ames City Council, the University Administration and the GSB shall be reported back to the Ames Transit Agency Board of Trustees which shall adjust the budget if necessary to conform to the level of contribution available from each party hereto. If either the City, University, or GSB fixes its contribution at less than the amount requested by the Ames Transit Agency Board of Trustees, the contribution of the others shall be decreased proportionately, unless the others shall decide to pay a larger proportion.

d. Should any budget established hereunder prove, after operational experience, to be demonstrably inequitable to any party or parties hereto, redress shall be accomplished by credits and adjustments in the next subsequent budget.

e. Payment of the agreed level of contribution by the GSB is to be made from student fees assessed for that purpose. Therefore, it is recognized that, due to the enrollment fluctuations, there will always be some disparity, plus or minus, between the amount of the GSB contribution budgeted and the sum actually realized from student fees for that purpose.

- (1) GSB shall have no liability or carry-over debt in subsequent years because of fees being less than the budgeted amount.
- (2) However, when fees are collected in an amount exceeding the agreed level of contribution the excess shall also be paid over to the Ames Transit Agency to be retained as a credit to a reserve account. Any such amount shall be invested at interest and interest earned credited to the reserve account.
- (3) Funds in the said reserve account shall be used by the Ames Transit Agency to offset any deficiency of revenue from student fees for the GSB contribution. Should the amount in such reserve account ever be, in the judgement of the Ames Transit Agency Board of Trustees, substantially greater than any reasonably foreseeable deficiency of revenue aforesaid, the reserve fund may be drawn upon by the Ames Transit Agency to expand or enhance transit services.

- (4) However, any considered expenditure of funds in the reserve account by the Ames Transit Agency, other than to offset a fee revenue deficiency, must be approved by a majority vote of the GSB Senate.

3. ADMINISTRATION

- a. The Administration of this agreement shall be by the Ames Transit Agency Board of Trustees, an administrative agency of the City of Ames, Iowa, organized and existing pursuant to the provisions of Chapter 392 Code of Iowa, 1985.

4. DURATION

The duration of this agreement shall be five years beginning on the first day of **July, 2011** and ending on the thirtieth day of **June, 2016**. During this lease period the parties shall begin the process of review, evaluation and planning that will conclude in a decision on continuing joint support of a public transit system after the expiration of this agreement.

5. PROPERTY

All property, real and personal, hereinafter acquired for the purpose of implementing this agreement shall be held in the name of the City of Ames and acquired and disposed of only in accordance with the policies, procedures and laws pertaining to the said City of Ames, Iowa.

6. LIABILITY

Any liability for any damage, loss, obligation, claim or demand of any kind whatsoever, directly or indirectly resulting from or arising out the operation of this agreement, including the operation of the aforesaid transit system, which is not compensated by insurance, bond, or other indemnification, shall be shared equally by all of the parties to the agreement to the extent permitted by law.

7. DISPOSITION OF PROPERTY ON TERMINATION

As soon as practicable after termination of this agreement, the City, University and GSB shall dispose of all property acquired under this agreement, including surplus funds, in an equitable manner based upon the proportion of each parties pecuniary contribution at the beginning of and during the course of this agreement. However, it is expressly understood and agreed that in recognition of the transit buses of the City and of ISU used by the Ames Transit Agency, but not acquired hereunder, there shall be excluded from the property to be disposed of and distributed on termination, eight (8) buses then selected by the City, said buses to be the property of the City and one bus to be selected by ISU, said bus to be the property of ISU. Also, it is expressly understood and agreed that any balance in the "reserve fund" provided for under paragraph 2e, including the interest earned on the investment thereof, will be paid over to and become the property of GSB. If no agreement as to disposition of remaining assets is reached within six months of termination of this agreement, the City, University and GSB shall, within 30 days thereafter, each appoint some person as its representative, and the Ames Transit Agency Board of Trustees shall appoint two additional persons, and these five people shall prepare and recommend a complete plan for the disposition of all property acquired hereunder, and such plan shall provide for the continuation of the use of the property for a transit system in the City of Ames, if practicable.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their authorized representatives as of the date first above written.

UNIVERSITY

By _____
Warren Madden, Vice President

CITY OF AMES

By _____
Ann Campbell, Mayor

ATTEST:

By _____
Diane Voss, City Clerk

GOVERNMENT OF STUDENT BODY TRUSTEES

BY _____
Luke Roling, President

AMES TRANSIT AGENCY BOARD OF

By _____
Robert Anders, President

IOWA STATE BOARD OF REGENTS

BY _____
Robert Donley, Executive Director

CYRIDE THREE PARTY REVENUE HISTORY
Budgeted Amount

YEAR	City Total	Tax Levy	Intermodal	ISU Total	ISU Basic	Intermodal	GSB Total	GSB Basic	GSB MLX	3 Parties	Parking	Shuttles	Total Local
1981-82	\$271,160	\$271,160		\$100,000	\$100,000		\$355,600	\$355,600		\$726,760			\$726,760
1982-83	\$307,412	\$307,412		\$125,000	\$125,000		\$355,600	\$355,600		\$788,012			\$788,012
1983-84	\$324,610	\$324,610		\$133,000	\$133,000		\$424,180	\$424,180		\$881,790	\$37,200		\$918,990
1984-85	\$324,610	\$324,610		\$133,000	\$133,000		\$424,180	\$424,180		\$881,790	\$38,883		\$920,673
1985-86	\$324,610	\$324,610		\$133,000	\$133,000		\$489,391	\$489,391		\$947,001	\$39,253		\$986,254
1986-87	\$357,071	\$357,071		\$146,300	\$146,300		\$538,330	\$538,330		\$1,041,701	\$41,275		\$1,082,976
1987-88	\$368,140	\$368,140		\$150,835	\$150,835		\$555,018	\$555,018		\$1,073,993	\$44,509		\$1,118,502
1988-89	\$381,246	\$381,246		\$156,252	\$156,252		\$585,028	\$585,028		\$1,122,526	\$44,706		\$1,167,232
1989-90	\$396,496	\$396,496		\$162,502	\$162,502		\$608,429	\$608,429		\$1,167,427	\$43,637		\$1,211,064
1990-91	\$401,254	\$401,254		\$170,952	\$170,952		\$619,949	\$619,949		\$1,192,155	\$45,469		\$1,237,624
1991-92	\$418,909	\$418,909		\$178,474	\$178,474		\$647,227	\$647,227		\$1,244,610	\$50,265		\$1,294,875
1992-93	\$428,963	\$428,963		\$182,757	\$182,757		\$662,760	\$662,760		\$1,274,480	\$55,555		\$1,330,035
1993-94	\$458,990	\$458,990		\$195,550	\$195,550		\$761,496	\$741,043	\$20,453	\$1,416,036	\$67,177		\$1,483,213
1994-95	\$484,185	\$484,185		\$206,286	\$206,286		\$803,378	\$781,800	\$21,578	\$1,493,849	\$88,223		\$1,582,072
1995-96	\$503,552	\$503,552		\$214,537	\$214,537		\$835,513	\$812,847	\$22,666	\$1,553,602	\$128,662	\$41,720	\$1,723,985
1996-97	\$537,700	\$537,700		\$229,100	\$229,100		\$880,920	\$857,000	\$23,920	\$1,647,720	\$151,768	\$56,000	\$1,855,488
1997-98	\$561,897	\$561,897		\$264,410	\$264,410		\$947,065	\$920,565	\$26,500	\$1,773,372	\$157,034	\$56,000	\$1,986,405
1998-99	\$616,394	\$616,394		\$279,410	\$279,410		\$1,004,202	\$1,004,202	\$0	\$1,900,006	\$161,745	\$57,680	\$2,119,431
1999-2000	\$653,378	\$653,378		\$296,175	\$296,175		\$1,064,454	\$1,064,454	\$0	\$2,014,006	\$169,126	\$67,158	\$2,250,290
2000-01	\$702,381	\$702,381		\$318,388	\$318,388		\$1,144,288	\$1,144,288	\$0	\$2,165,057	\$182,702	\$71,266	\$2,419,025
2001-02	\$755,060	\$755,060		\$342,267	\$342,267		\$1,374,531	\$1,374,531		\$2,471,857	\$198,727		\$2,670,584
2002-03	\$811,689	\$811,689		\$355,957	\$355,957		\$2,125,842	\$2,125,842		\$3,293,488	\$208,000		\$3,501,488
2003-04	\$897,728	\$897,728		\$393,689	\$393,689		\$2,427,167	\$2,427,167		\$3,718,584	\$208,700		\$3,927,284
2004-05	\$925,558	\$925,558		\$405,893	\$405,893		\$2,470,955	\$2,470,955		\$3,802,406	\$213,000		\$4,015,406
2005-06	\$1,018,113	\$1,018,113		\$446,483	\$446,483		\$2,425,000	\$2,425,000		\$3,889,596	\$219,390		\$4,108,986
2006-07	\$1,080,218	\$1,080,218		\$473,718	\$473,718		\$2,572,925	\$2,572,925		\$4,126,861	\$226,450		\$4,353,311
2007-08	\$1,143,951	\$1,143,951		\$501,667	\$501,667		\$2,608,946	\$2,608,946		\$4,254,565	\$236,640		\$4,491,205
2008-09	\$1,210,300	\$1,210,300		\$530,764	\$530,764		\$2,760,265	\$2,760,265		\$4,501,329	\$246,106	\$60,931	\$4,808,366
2009-10	\$1,270,815	\$1,270,815		\$557,302	\$557,302		\$2,898,278	\$2,898,278		\$4,726,396	\$246,106	\$63,368	\$5,035,870
2010-11	\$1,315,294	\$1,315,294		\$576,808	\$576,808		\$3,008,118	\$3,008,118		\$4,900,220	\$253,489	\$36,100	\$5,189,809
2011-12	\$1,376,656	\$1,367,906	\$8,750	\$608,630	\$599,880	\$8,750	\$3,128,442	\$3,128,442		\$5,096,228	\$261,094	\$36,100	\$5,410,922
Total	\$20,628,340	\$20,619,590		\$8,969,106	\$8,960,356		\$41,507,477	\$41,392,360	\$115,117	\$71,087,424	\$4,064,891	\$546,323	\$75,716,137
Since '86	5.7%	5.7%		6.0%	6.0%		8.9%	8.9%					

CYRIDE THREE PARTY REVENUE HISTORY

REVENUE HISTORY AS A PERCENTAGE OF YEARLY REVENUES

YEAR	CITY	ISU	GSB
1981-82	37.3%	13.8%	48.9%
1982-83	39.0%	15.9%	45.1%
1983-84	36.8%	15.1%	48.1%
1984-85	36.8%	15.1%	48.1%
1985-86	34.3%	14.0%	51.7%
1986-87	34.3%	14.0%	51.7%
1987-88	34.3%	14.0%	51.7%
1988-89	34.0%	13.9%	52.1%
1989-90	34.0%	13.9%	52.1%
1990-91	33.7%	14.3%	52.0%
1991-92	33.7%	14.3%	52.0%
1992-93	33.7%	14.3%	52.0%
1993-94	32.4%	13.8%	53.8%
1994-95	32.4%	13.8%	53.8%
1995-96	32.4%	13.8%	53.8%
1996-97	32.6%	13.9%	53.5%
1997-98	31.7%	14.9%	53.4%
1998-99	32.4%	14.7%	52.9%
1999-2000	32.4%	14.7%	52.9%
2000-01	32.4%	14.7%	52.9%
2001-02	30.5%	13.8%	55.6%
2002-03	24.6%	10.8%	64.5%
2003-04	24.1%	10.6%	65.3%
2004-05	24.3%	10.7%	65.0%
2005-06	26.2%	11.5%	62.3%
2006-07	26.2%	11.5%	62.3%
2007-08	26.9%	11.8%	61.3%
2008-09	26.9%	11.8%	61.3%
2009-10	26.9%	11.8%	61.3%
2010-11	26.8%	11.8%	61.4%
2011-12	26.8%	11.8%	61.4%
Average	29.0%	12.6%	58.4%

ANNUAL PERCENTAGE INCREASES

YEAR	CITY	ISU	GSB
1982-83	13.4%	25.0%	0.0%
1983-84	5.6%	6.4%	19.3%
1984-85	0.0%	0.0%	0.0%
1985-86	0.0%	0.0%	15.4%
1986-87	10.0%	10.0%	10.0%
1987-88	3.1%	3.1%	3.1%
1988-89	3.6%	3.6%	5.4%
1989-90	4.0%	4.0%	4.0%
1990-91	1.2%	5.2%	1.9%
1991-92	4.4%	4.4%	4.4%
1992-93	2.4%	2.4%	2.4%
1993-94	7.0%	7.0%	14.9%
1994-95	5.5%	5.5%	5.5%
1995-96	4.0%	4.0%	4.0%
1996-97	6.8%	6.8%	5.4%
1997-98	4.5%	15.4%	7.5%
1998-99	9.7%	5.7%	6.0%
1999-2000	6.0%	6.0%	6.0%
2000-01	7.5%	7.5%	7.5%
2001-02	7.5%	7.5%	20.1%
2002-03	7.5%	4.0%	54.7%
2003-04	10.6%	10.6%	14.2%
2004-05	3.1%	3.1%	1.8%
2005-06	10.0%	10.0%	-1.9%
2006-07	6.1%	6.1%	6.1%
2007-08	5.9%	5.9%	1.4%
2008-09	5.8%	5.8%	5.8%
2009-10	5.0%	5.0%	5.0%
2010-11	3.5%	3.5%	3.8%
2011-12	4.0%	4.0%	4.0%
Average	5.6%	6.3%	8.1%

CITY OF AMES, Iowa

MEMO TO: Ames Transit Board of Trustees

FROM: Sheri Kyras

DATE: February 17, 2011

SUBJECT: Bus Tracking System

BACKGROUND: At the September 2010 Transit Board meeting, the benefits, and challenges with funding and operating a bus tracking system were discussed. Based on that meeting a working group was charged with further exploring this technology for CyRide. An update was provided to Transit Board members at the January 20, 2011 meeting, which included the options currently being explored and a plan to begin discussions with the Government of the Student Body (GSB) regarding their desire for the technology and its funding.

INFORMATION: The GSB met on February 2, 2011 where they received a demonstration of the bus tracking system offered by the firm, NEXTbus, three software/hardware package options and discussed its funding. The following briefly recaps the discussion at this meeting.

NEXTbus Demonstration

The bus tracking technology offered by NEXTbus was demonstrated for the GSB Senators. This firm's tracking system was identified as the "preferred" technology by the working group. This system is currently operated at the University of Iowa and provided the technology characteristics desired by the students.

Software/Hardware Package Options

The working committee developed three package options for consideration by the GSB Senate. These are generally described as follows and detailed on the attached sheets:

Option 1 (Base Option) - This option provides for the basic system to equip all buses and support vehicles, software customization for CyRide routes, telephone and texting options, annual maintenance, a covert alarm and five spare units.

Option 2 (Base Option with 4 Smaller Signs) – This option is the same as #1 above, but would also include small, scrolling signage at four heavily used locations on campus: Kildee, Bessey, Friley and Student Services.

Option 3 (Base Option with 4 Larger Signs) – This option is the same as #1 above, but would also include large, LED signs at the four heavily used locations on campus.

The total cost for each option (purchase plus annual recurring costs) is contained in the table below and is based on the University of Iowa project’s pricing.

Option	Year 1 Estimated Cost	Year 2 Estimated Cost	Year 3 Estimated Cost	Total Estimated 3-Yr. Cost
1	\$241,650	\$74,400	\$74,400	\$390,451
2	\$267,490	\$80,400	\$80,400	\$428,292
3	\$285,090	\$82,000	\$82,000	\$449,093

Options #2 and #3 above do not include **installation** of the signage at the four locations. Initial cost estimates add approximately \$20,000 for the four locations to extend Ethernet connections to the bus stops to power the signs. As this is an estimate and only one solution, this dollar amount would need to be refined after a greater understanding of the work to be completed and weighing of various data options.

Funding

The GSB Trust Fund will complete the 2010/11 fiscal year with approximately a \$1,000,000 balance. With steady student enrollment anticipated for the next several years, this balance could increase to more than \$1,500,000 with no student fee increases planned during this period. Therefore, the GSB Trust Fund could support any of the three options discussed above.

GSB Meeting Discussion

At the GSB meeting, there was overwhelming support for implementation of this system. Many students indicated that they had held conversations with their peers regarding a bus tracking system and had received input indicating their desire for the technology. The discussion centered on the students desire to purchase the specific product demonstrated by the firm, NEXTbus. As student fee dollars and no taxpayer dollars would pay for the system, a waiver from the purchasing policies could be requested of the City Council for CyRide to purchase the system.

After initial discussions regarding the benefits of a system demonstrated by NEXTbus, the students weighed the three options developed by the working group. The GSB believes that Option #2 would provide the greatest benefit at the best price to initially implement the project. The students desired signage at the four locations believing that not all students have smart phones to access bus information on campus. They also indicated that the signage also visibility marketed the system to students so that everyone would be informed about its availability.

The GSB Senate unanimously passed a resolution (attached) for the purchase and implementation of Option #2.

ALTERNATIVES:

1. Approve implementation of a bus tracking system for one-time and reoccurring costs for at least the next three year period in an amount not to exceed \$300,000 in Year 1, \$85,000 in Year 2 and \$85,000 in Year 3 with funding secured from the GSB Trust Fund **and requesting a purchasing policy waiver from the Ames City Council to directly enter into a contract with NEXTbus.**
2. Approve implementation of a bus tacking system for one-time and reoccurring costs over the next three year period in an amount not to exceed \$300,000 in Year 1, \$85,000 in Year 2 and \$85,000 in Year 3 with funding secured from the GSB Trust Fund **and request staff to develop a Request for Proposal for purchase of the system.**
3. Approve implementation of other bus tracking options desired by the Transit Board.
4. Do not approve bus tracking technology for CyRide.

RECOMMENDATION:

The Transit Director recommends approval of Alternative #1 to approve and implement the NEXTbus bus tracking technology based on the student's desire for the NEXTbus product and 100% of its funding secured from their student fees. The student's unanimous approval of this expenditure at the GSB meeting demonstrates the strong desire for this technology. Approval of the purchase and request for waiver will allow the project team to quickly begin working to implement this system possibly by the fall of 2011 or spring semester 2012.

**Price Proposal for Iowa State University CyRide - Option 1
(Base System)**

NextBus Real-Time Passenger Information System

One-time Costs

	Unit List Price	Units	Extended Price
Real-time Passenger Information System	Included	1	Included
Tracker Suite with MDT* (fixed route vehicles)	\$1,495	80	\$119,600
Tracker Suite without MDT* (support vehicles)	\$1,195	5	\$5,975
Covert Alarm (software setup)	\$2,000	1	\$2,000
Covert Alarm (hardware)*	\$80	80	\$6,400
Route Configuration	\$0	30	\$0
Telephone Information System	\$0	1	\$0
SMS Text Messaging System	\$0	1	\$0
XML Public Data Feed			\$5,000
Project Management			\$15,000
Travel and Expenses			\$5,000
Training On-line			\$0
Hardware Shipping (Trackers) (includes 3 spares)	\$10	80	\$800
Tracker Suite with MDT (spares)	\$1,495	5	\$7,475
Total one-time costs			\$167,250

*Includes installation

Recurring Costs

	Per Month	Hardware Units	Per Year
Cellular service (10-15 second reporting rate)	\$20	85	\$20,400
ASP (Software) service - fixed route vehicles	\$45	80	\$43,200
ASP (Software) service - support vehicles	\$20	5	\$1,200
Telephone Information System (80 buses@\$60/bus)			\$4,800
SMS Text messaging (80 buses@\$60/bus)			\$4,800
Tracker Suite hardware warranty (after Year 1)			\$0
Covert alarm hardware warranty (after Year 1)			\$0

Project Year Breakdown

	One-time	Recurring	Total
Year 1 Costs	\$167,250	\$74,400	\$241,650
Year 2 Costs**	\$0	\$74,400	\$74,400
Year 3 Costs**	\$0	\$74,400	\$74,400
Year 4 Costs**	\$0	\$74,400	\$74,400
Year 5 Costs**	\$0	\$74,400	\$74,400

Five-year cost with recurring charges rolled into capital costs

\$539,250

**Price Proposal for Iowa State University CyRide - Option 2
(Base System+Four 24" 4-line LED Signs)
NextBus Real-Time Passenger Information System**

One-time Costs

	Unit List Price	Units	Extended Price
Real-time Passenger Information System	Included	1	Included
Tracker Suite with MDT* (fixed route vehicles)	\$1,495	80	\$119,600
Tracker Suite without MDT* (support vehicles)	\$1,195	5	\$5,975
24" 4-line LED sign*	\$5,400	4	\$21,600
LED Sign Shipping (per sign)	\$100	4	\$400
Covert Alarm (software setup)	\$2,000	1	\$2,000
Covert Alarm (hardware)*	\$80	80	\$6,400
Route Configuration	\$0	30	\$0
Telephone Information System	\$0	1	\$0
SMS Text Messaging System	\$0	1	\$0
XML Public Data Feed			\$5,000
Project Management			\$15,000
Travel and Expenses			\$5,000
Training On-line			\$0
Hardware Shipping (Trackers) (includes 3 spares)	\$10	80	\$800
Tracker Suite with MDT (spares)	\$1,495	5	\$7,475
Total one-time costs			\$189,250

*Includes installation

Recurring Costs

	Per Month	Units	Per Year
Cellular service (10-15 second reporting rate)	\$20	85	\$20,400
ASP (Software) service - fixed route vehicles	\$45	80	\$43,200
ASP (Software) service - support vehicles	\$20	5	\$1,200
Cellular service - LED signs	\$25	4	\$1,200
ASP (Software) service - LED signs	\$55	4	\$2,640
Telephone Information System (80 buses@\$60/bus)			\$4,800
SMS Text messaging (80 buses@\$60/bus)			\$4,800
Tracker Suite hardware warranty (after Year 1)			\$0
Covert alarm hardware warranty (after Year 1)			\$0
LED sign hardware warranty (after Year 1)			\$2,160

Project Year Breakdown

	One-time	Recurring	Total
Year 1 Costs	\$189,250	\$80,400	\$269,650
Year 2 Costs**	\$0	\$80,400	\$80,400
Year 3 Costs**	\$0	\$80,400	\$80,400
Year 4 Costs**	\$0	\$80,400	\$80,400
Year 5 Costs**	\$0	\$80,400	\$80,400

Five-year cost with recurring charges rolled into capital costs

\$591,250



OM Departing in
19 min & 69 min

**Price Proposal for Iowa State University CyRide - Option 3
(Base System+Four 40" 4-line LED Sign)
NextBus Real-Time Passenger Information System**

One-time Costs

	Unit List Price	Units	Extended Price
Real-time Passenger Information System	Included	1	Included
Tracker Suite with MDT* (fixed route vehicles)	\$1,495	80	\$119,600
Tracker Suite without MDT* (support vehicles)	\$1,195	5	\$5,975
40" 4-line(w/message line) LED sign*	\$9,400	4	\$37,600
LED Sign Shipping (per sign)	\$500	4	\$2,000
Covert Alarm (software setup)	\$2,000	1	\$2,000
Covert Alarm (hardware)*	\$80	80	\$6,400
Route Configuration	\$0	30	\$0
Telephone Information System	\$0	1	\$0
SMS Text Messaging System	\$0	1	\$0
XML Public Data Feed			\$5,000
Project Management			\$15,000
Travel and Expenses			\$5,000
Training On-line			\$0
Hardware Shipping (Trackers) (includes 3 spares)	\$10	80	\$800
Tracker Suite with MDT (spares)	\$1,495	5	\$7,475
Total one-time costs			\$206,850

*Includes installation

Recurring Costs

	Per Month	Hardware Units	Per Year
Cellular service (10-15 second reporting rate)	\$20	85	\$20,400
ASP (Software) service - fixed route vehicles	\$45	80	\$43,200
ASP (Software) service - support vehicles	\$20	5	\$1,200
Cellular service - LED signs	\$25	4	\$1,200
ASP (Software) service - LED signs	\$55	4	\$2,640
Telephone Information System (80 buses@\$60/bus)			\$4,800
SMS Text messaging (80 buses@\$60/bus)			\$4,800
Tracker Suite hardware warranty (after Year 1)			\$0
Covert alarm hardware warranty (after Year 1)			\$0
LED sign hardware warranty (after Year 1)			\$3,760

Project Year Breakdown

	One-time	Recurring	Total
Year 1 Costs	\$206,850	\$82,000	\$288,850
Year 2 Costs**	\$0	\$82,000	\$82,000
Year 3 Costs**	\$0	\$82,000	\$82,000
Year 4 Costs**	\$0	\$82,000	\$82,000
Year 5 Costs**	\$0	\$82,000	\$82,000

Five-year cost with recurring charges rolled into capital costs

\$616,850



7:29

Route

Next Bus

Chen

8:21

Kens/Horish

7:29

Penn Station

18:6

Thank You For Riding the

IOWA STATE UNIVERSITY

Government of the Student Body

Memorial Union
Ames, Iowa 50011
515 294-1585
FAX 515 294-5239
www.gsb.iastate.edu

SENATE OF THE GOVERNMENT OF THE STUDENT BODY

SENATE MEETING JANUARY 26, 2011

SENATE RESOLUTION 2010-3-061 SR

- TITLE:** Supporting CyRide Vehicle Locator Technology
- WHEREAS:** The GSB Trust Account of the Ames Transit Agency has accumulated over \$1 million in excess student fees, and
- WHEREAS:** The Ames Transit Agency generally reserves these funds for projects important to student life and interests, and
- WHEREAS:** The Ames Transit Agency has discussed implementing GPS vehicle locator technology provided by NextBus, Inc. into its bus system, highlighted by special student-focused features on campus, be it therefore
- RESOLVED:** That the Government of the Student Body Senate supports and encourages the Ames Transit Agency to purchase NextBus technology including the option which incorporates 24" LED signs (estimated to be \$267,490 in year 1 and \$80,400 each year thereafter for at least the next two years) for use on its buses using funds accumulated in the GSB Trust Fund, and be it further
- RESOLVED:** That copies of this resolution be sent to Sheri Kyras, Director of the Ames Transit Agency; Warren Madden, Vice President for Business and Finance; and Dr. Tom Hill, Vice President for Student Affairs.

January 26, 2011

CHOI, B.

THOMAS, P.

Roling, L.

Maly, A.

Proctor D... 2/4/11
Attest—Chair of the Senate/Date

28,000
Vote Count

Halley Stille 2/3/11
Speaker of the Senate/Date

Result

PASSE

Date: 2/7/11	# of pages: 1
From: GSB	
Co.:	
Phone #:	
Fax #:	
Post-It® Fax Note: 7671	
To: SHERI KYRAS	
Co./Dept.:	
Phone #:	
Fax #:	239-5578

CITY OF AMES, Iowa

MEMO TO: Ames Transit Board of Trustees

FROM: Sheri Kyras

DATE: February 17, 2011

SUBJECT: Regional Services Discussion

BACKGROUND: : In December 2010, The Transit Director received an email from an Ames City Councilperson regarding the concept of coordinating regional transit services that would provide a “green” option for individuals commuting into Ames (see attached email and attachments). Since this email, the Transit Director was asked to attend a Des Moines Metropolitan Planning Organization subcommittee meeting to address a proposal from a private bus operator for one daily, weekday roundtrip between Des Moines and Ames (see attachment).

INFORMATION: In light of the interest in regional transportation options and the potential for higher gas prices, the Director is seeking the Transit Board’s direction on pursuing this concept with these or other groups that desire a public transportation option between Ames and other communities.

Email sent to: Sheri Kyras and Tom Wacha

Sheri and Tom

I have been discussing the possibility of a regional transit system for commuters with Jeff Ratcliff of the Executive LIMO. There are a large number of people commuting to Ames from the surrounding communities as well as a large number of people commuting to Des Moines from Story County (see attached). While there are van pools organized by DART and by individual firms or private arrangements, it seems that there is room

for a more coordinated approach that would potentially involve a public/private partnership to make it easier for commuters to find rides. Also, Bruce Braley told me last fall that he believed there would be funds for rural to urban transit in the next Transportation bill. Not sure if that is the case or not.

Anyway, I asked Executive Limo to pull together some numbers to give me a ballpark as to what it would cost to provide van transportation from Boone to Ames, Nevada to Ames, . . . , just to give us a sense as to what the possible cost would be. I do not know what the potential market would be or if all people who would want the service are already served.

Has your Area transit committee been discussing this problem? Is there something in the works?

Thanks

Peter

--

Peter F. Orazem
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Ames IA 50011-1070

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FAX: (515) 294-0221

Email: pfo@iastate.edu

Home Page: <http://www.econ.iastate.edu/faculty/orazem/>

World Development Report: <http://www.worldbank.org/wdr2007>

Labor Shed Report -- Where Workers Live who are Employed in the Selection Area

Total Primary Jobs

	2008	
	Count	Share
Total Primary Jobs	30,533	100.0%

Jobs in Places (Cities, CDPs, etc.) Where Workers Live

	2008	
	Count	Share
Ames city, IA	11,138	36.5%
Boone city, IA	1,247	4.1%
Nevada city, IA	1,111	3.6%
Des Moines city, IA	937	3.1%
Story City city, IA	578	1.9%
West Des Moines city, IA	514	1.7%
Ankeny city, IA	406	1.3%
Gilbert city, IA	374	1.2%
Marshalltown city, IA	359	1.2%
Urbandale city, IA	355	1.2%
All Other Locations	13,514	44.3%

Jobs in Counties Where Workers Live

	2008	
	Count	Share
Story County, IA	16,563	54.2%
Polk County, IA	3,036	9.9%
Boone County, IA	2,532	8.3%
Marshall County, IA	690	2.3%
Hamilton County, IA	608	2.0%
Hardin County, IA	410	1.3%
Dallas County, IA	408	1.3%
Linn County, IA	359	1.2%
Black Hawk County, IA	307	1.0%
Warren County, IA	295	1.0%
All Other Locations	5,325	17.4%

Labor Shed Report -- Where Workers Live who are Employed in the Selection Area

Total Primary Jobs

	2006	
	Count	Share
Total Primary Jobs	247,659	100.0%

Job counts in Cities/Towns Where Workers Live

	2006	
	Count	Share
Des Moines, Iowa	78,600	31.7%
West Des Moines, Iowa	23,357	9.4%
Ankeny, Iowa	15,154	6.1%
Urbandale, Iowa	14,437	5.8%
Clive, Iowa	6,762	2.7%
Altoona, Iowa	6,352	2.6%
Johnston, Iowa	5,951	2.4%
Grimes, Iowa	3,373	1.4%
Ames, Iowa	3,020	1.2%
Indianola, Iowa	2,954	1.2%
All Other Locations	87,699	35.4%

Job counts in Counties Where Workers Live

	2006	
	Count	Share
Polk Co., Iowa	169,200	68.3%
Dallas Co., Iowa	15,385	6.2%
Warren Co., Iowa	11,807	4.8%
Story Co., Iowa	5,653	2.3%
Jasper Co., Iowa	3,518	1.4%
Madison Co., Iowa	2,750	1.1%
Linn Co., Iowa	2,707	1.1%
Black Hawk Co., Iowa	2,675	1.1%
Boone Co., Iowa	2,154	0.9%
Marion Co., Iowa	2,140	0.9%
All Other Locations	29,670	12.0%

Job counts in States Where Workers Live

	2006	
	Count	Share
Iowa	245,888	99.3%
Illinois	858	0.3%
Nebraska	397	0.2%
Missouri	151	0.1%
Minnesota	88	0.0%
All Other Locations	277	0.1%

Data Sources

US Census Bureau, LED Origin-Destination Data Base (2nd Quarter 2002, 2003, 2004, 2005, and 2006)

Labor Shed Report -- Where Workers Live who are Employed in the Selection Area

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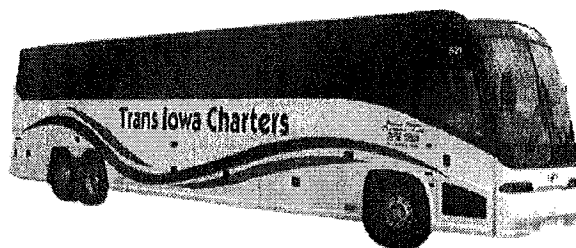
Ames-Des Moines Commuter Bus Daily Service Monday to Friday

Daily Commuter Pass: \$15.00/day
Weekly Commuter Pass: \$75.00/week

Schedule:

06:30 am: Depart: Des Moines Transit Mall, Des Moines, IA.
07:15 am: Arrive: North Grand Mall (???) Ames, IA.
07:15 am: Depart: North Grand Mall (???) Ames, IA.
08:00 am: Arrive: Des Moines Transit Mall, Des Moines, IA.

05:00 pm: Depart: Des Moines Transit Mall, Des Moines, IA.
05:45 pm: Arrive: North Grand Mall (???) Ames, IA
05:45 pm: Depart: North Grand Mall (???) Ames, IA
06:30 pm: Arrive: Des Moines Transit Mall, Des Moines, IA.



- Vehicles equipped with bathrooms, A/C outlets and WiFi enabled.
- Read, Relax and Reply to E-mails En-route.
- Emergency Return if outside normally scheduled service

Relax, Ride, and GO Green!

To purchase your daily or weekly pass go to www.transiowa.com/triops
and select Ames Commuter Pass.

Trans Iowa Charters

1550 E Army Post Road
Des Moines, IA 50320
(515) 244-4919 (Office)
(515) 256-4520 (fax)
Email: info@TransIowa.com

CITY OF AMES, Iowa

MEMO TO: Ames Transit Board of Trustees

FROM: Sheri Kyras

DATE: February 17, 2011

SUBJECT: Quarterly Operation's Report

INFORMATION: The following information highlights significant variations or important performance benchmarks from the second quarter of the 2010/11 fiscal year (October – December 2010).

System-Wide Trends –

- Ridership for the quarter was .7% higher and virtually stable at +0.2% year-to-date.
- Farebox revenue is 6.8% higher in the second quarter, but substantially higher year-to-date (+16.4%) due to fares charged in the first quarter this year compared with the fare free summer the year before.
- Expenses per passenger, per mile and per hour are higher for the quarter and year-to-date. This is attributed to increased costs, with stable ridership.

Maintenance Trends –

- Mechanical problems increased between 2% and 41%. In a review of maintenance repairs, a majority of the failures were not found to be any one type; instead were divided among many different categories such as electrical, wheelchair, etc. The only exception was in the new hybrid bus door failures, which have been resolved.
- Gas miles driven are higher for the quarter and year-to-date as the six minibuses buses replaced were diesel and the new vehicles are gasoline (+288.9 and 533.5% respectively). Diesel miles have not increased substantially.
- Maintenance expenses are higher (+13.9% year-to-date) mainly due to the fuel line item, which is significantly higher (+53.2% year-to-date) due to increased utilization and cost per gallon.

Fixed-Route/Operations Trends –

- Drivers' being late to work has been a concern over the last year; however, for the last several quarters a reversal in this performance indicator has occurred, with the first quarter of 2010/11 experiencing a 2.3% decline over the previous year's decline.
- The total number of passenger comments is significantly lower, down 31.1% for the quarter and 20.4% year-to-date, with the number of passengers carried per comment significantly higher.
- Preventable accidents decreased 17.6% for the quarter and are 9.1% lower year-to-date. The dollar damage to buses caused by CyRide is significantly higher due to several larger loss accidents in the bus garage (3) and on campus near a construction site (1).
- The revenue/expense ratio has increased 5.2% year-to-date reflecting higher farebox revenue generated this year (17.3% on fixed-route services).

Dial-A-Ride Trends –

- Dial-A-Ride ridership continues to decline, which is part of a several year trend. This lower ridership affects farebox revenue as well as the miles driven.

Moonlight Express Trends –

- Moonlight Express ridership is significantly higher again this year with a 19.8% increase for the second quarter and 4.7% year-to-date.
- This higher ridership has decreased the expenses per passenger carried by more than 26% for the quarter and 15% for the fiscal year.

CYRIDE QUARTERLY OPERATIONS REPORT

October 1, 2010 to December 31, 2010 (2nd Quarter)

	2nd Qtr FY 10-11	2nd Qtr FY 09-10	% CHANGE	FY 2011 YTD	FY 2010 YTD	% CHANGE
MAINTENANCE						
Interior Clean	70	78	-10.3%	110	145	-24.1%
Shop Road Calls	18	18	0.0%	31	38	-18.4%
Miles per Shop Road Call	24,537	19,766	24.1%	26,278	18,470	42.3%
NTD Minor Mech.	76	61	24.6%	156	126	23.8%
NTD Major Mech.	23	16	43.8%	44	31	41.9%
Total NTD Mechanical Prob.	99	77	28.6%	200	157	27.4%
Miles per Major Mech.	19,203	22,236	-13.6%	18,514	22,641	-18.2%
Gasoline Vehicles						
Gas Miles Driven	41,190	10,592	288.9%	126,270	19,932	533.5%
Total Gallons Gas	5,707	689	728.2%	12,745	1,213	950.7%
Total Gas Cost	\$13,860	\$1,481	835.7%	\$28,184	\$2,535	1011.8%
Avg. Gas Cost/Gallon	\$2.43	\$2.15	13.0%	\$2.21	\$2.09	5.8%
Gas Cost per Mile	\$0.34	\$0.14	140.6%	\$0.22	\$0.13	75.5%
Average Gas MPG	7.2	15.4	-53.0%	9.9	16.4	-39.7%
Diesel Vehicles						
Diesel Miles Driven	400,468	345,189	16.0%	688,358	681,946	0.9%
Total Gallons Diesel	81,544	82,529	-1.2%	162,735	156,688	3.9%
Total Diesel Cost	\$196,908	\$163,054	20.8%	\$399,107	\$276,450	44.4%
Avg. Diesel Cost/Gallon	\$2.41	\$1.98	22.2%	\$2.45	\$1.76	39.0%
Diesel Cost per Mile	\$0.49	\$0.47	4.1%	\$0.58	\$0.41	43.0%
Average Diesel MPG	4.9	4.2	17.4%	4.2	4.4	-2.8%
All Vehicles						
Total Miles Driven	441,658	355,781	24.1%	814,628	701,878	16.1%
Total Gallons Fuel	87,251	83,218	4.8%	175,480	157,901	11.1%
Total Fuel Cost	\$210,768	\$164,535	28.1%	\$427,291	\$278,985	53.2%
Avg. Cost/Gallon	\$2.42	\$1.98	22.2%	\$2.43	\$1.77	37.8%
Total Cost per Mile	\$0.48	\$0.46	3.2%	\$0.52	\$0.40	32.0%
Avg. MPG all Vehicles	5.1	4.3	18.4%	4.6	4.4	4.4%
Small Bus/Sup. Mileage	49,261	54,621	-9.8%	144,038	108,462	32.8%
Large Bus Mileage	392,397	301,160	30.3%	670,590	593,416	13.0%
% Rev. Mi./Total Miles	69.3%	82.6%	-16.1%	72.3%	81.9%	-11.8%
Percentage Small Bus	11.2%	15.4%	-27.3%	17.7%	15.5%	14.4%
Maintenance Expense	\$400,384	\$390,799	2.5%	\$782,339	\$687,008	13.9%

CYRIDE QUARTERLY OPERATIONS REPORT

October 1, 2010 to December 31, 2010 (2nd Quarter)

	2nd Qtr FY 10-11	2nd Qtr FY 09-10	% CHANGE	FY 2011 YTD	FY 2010 YTD	% CHANGE
OPERATIONS						
Total Passengers	1,546,460	1,535,118	0.7%	2,673,209	2,667,268	0.2%
Average Drivers per Month	118.0	120.0	-1.7%	116.5	117.7	-1.0%
Driving Hours	38,838	37,207	4.4%	73,438	70,639	4.0%
Drivers Late	26	24	8.3%	42	43	-2.3%
Drivers No Show	7	7	0.0%	14	15	-6.7%
Late/No Show per Driver	0.28	0.26	8.3%	0.48	0.49	-2.5%
Total Comments	31	45	-31.1%	74	93	-20.4%
Driver Fault	4	13	-69.2%	9	22	-59.1%
Undetermined	10	7	42.9%	16	11	45.5%
Passenger Fault	1	0	#DIV/0!	1	0	#DIV/0!
No Fault	7	11	-36.4%	20	15	33.3%
System Complaints	4	6	-33.3%	17	26	-34.6%
Service Requests	4	0	#DIV/0!	4	0	#DIV/0!
Compliments	1	8	-87.5%	7	19	-63.2%
Passengers/Comment	<u>49,886</u>	<u>34,114</u>	<u>46.2%</u>	<u>36,124</u>	<u>28,680</u>	<u>26.0%</u>
Pass./Complaint (D & U)	110,461	76,756	43.9%	106,928	80,826	32.3%
Driving Hours/Comment	1,253	827	51.5%	992	760	30.7%
Driving Hrs/Comment (D&U)	2,774	1,860	49.1%	2,938	2,141	37.2%
Accident Reports	24	23	4.3%	42	46	-8.7%
Preventable Accidents	14	17	-17.6%	30	33	-9.1%
Percent Preventable	58.3%	73.9%	-21.1%	71.4%	71.7%	-0.4%
Miles/Prev. Accident	31,547	20,928	50.7%	27,154	21,269	27.7%
Hours/Prev. Accident	2,774	2,189	26.8%	2,448	2,141	14.4%
Unreported Accidents	1	1	0.0%	1	3	-66.7%
Damage to Buses/Equip.						
Caused by CyRide	\$22,065	\$2,083	959.4%	\$26,419	\$11,591	127.9%
Caused by Others	\$4,420	\$876	404.6%	\$4,499	\$12,526	-64.1%
Caused by Unreported	\$537	\$716	-25.0%	\$537	\$1,370	-60.8%
Claims by Others (#)	0	2	-100.0%	1	5	-80.0%
Claims by Others (\$)	\$0	\$0	#DIV/0!	\$0	\$5,241	-100.0%
Personal Injury Claims	\$0	\$591	-100.0%	\$0	\$591	-100.0%
Operations Expense	\$1,243,036	\$1,145,390	8.5%	\$2,095,333	\$1,917,357	9.3%
SYSTEM TOTAL						
Passengers	1,546,460	1,535,118	0.7%	2,673,209	2,667,268	0.2%
Revenue Miles	306,221	293,931	4.2%	588,703	575,034	2.4%
Revenue Hours	29,608	28,469	4.0%	56,423	54,786	3.0%
Revenue Miles per Hour	10.3	10.3	0.2%	10.4	10.5	-0.6%
Pass./Rev. Mile	5.1	5.2	-3.3%	4.5	4.6	-2.1%
Pass./Rev. Hour	52.2	53.9	-3.1%	47.4	48.7	-2.7%
Operations Expense	\$1,243,036	\$1,145,390	8.5%	\$2,095,333	\$1,917,357	9.3%
Maintenance Expense	\$400,384	\$390,799	2.5%	\$782,339	\$687,008	13.9%
Total Expenses	<u>\$1,643,419</u>	<u>\$1,536,188</u>	<u>7.0%</u>	<u>\$2,877,672</u>	<u>\$2,604,365</u>	<u>10.5%</u>
Farebox Revenue	\$81,696	\$76,459	6.8%	\$172,857	\$148,458	16.4%
Rev./Exp. Ratio	5.0%	5.0%	-0.1%	6.0%	5.7%	5.4%
Oper. Exp./Passenger	\$1.06	\$1.00	6.2%	\$1.08	\$0.98	10.2%
Oper. Exp./Rev. Mile	\$5.37	\$5.23	2.7%	\$4.89	\$4.53	7.9%

CYRIDE QUARTERLY OPERATIONS REPORT

October 1, 2010 to December 31, 2010 (2nd Quarter)

	<u>2nd Qtr</u> <u>FY 10-11</u>	<u>2nd Qtr</u> <u>FY 09-10</u>	<u>%</u> <u>CHANGE</u>	<u>FY 2011</u> <u>YTD</u>	<u>FY 2010</u> <u>YTD</u>	<u>%</u> <u>CHANGE</u>
Oper. Exp./Rev. Hour	\$55.51	\$53.96	2.9%	\$51.00	\$47.54	7.3%

CYRIDE QUARTERLY OPERATIONS REPORT

October 1, 2010 to December 31, 2010 (2nd Quarter)

	2nd Qtr FY 10-11	2nd Qtr FY 09-10	% CHANGE	FY 2011 YTD	FY 2010 YTD	% CHANGE
FIXED ROUTE						
Fixed Route Passengers	1,522,926	1,513,452	0.6%	2,633,303	2,626,397	0.3%
Shuttle Passengers	<u>476</u>	<u>1,745</u>	<u>-72.7%</u>	<u>2,379</u>	<u>3,919</u>	<u>-39.3%</u>
Total Passengers	<u>1,523,402</u>	<u>1,515,197</u>	<u>0.5%</u>	<u>2,635,682</u>	<u>2,630,316</u>	<u>0.2%</u>
Transfers	13,841	16,829	-17.8%	28,961	26,395	9.7%
Revenue Miles	291,467	277,370	5.1%	561,302	543,389	3.3%
Revenue Hours	28,473	27,089	5.1%	54,305	52,218	4.0%
Revenue Miles per Hour	10.2	10.2	0.0%	10.3	10.4	-0.7%
Pass./Rev. Mile	5.2	5.5	-4.3%	4.7	4.8	-3.0%
Pass./Rev. Hour	53.5	55.9	-4.3%	48.5	50.4	-3.6%
Operations Expense	\$1,193,853	\$1,092,465	9.3%	\$2,012,654	\$1,822,726	10.4%
Maintenance Expense	<u>\$390,299</u>	<u>\$380,271</u>	<u>2.6%</u>	<u>\$765,062</u>	<u>\$669,088</u>	<u>14.3%</u>
Total Expenses	<u>\$1,584,152</u>	<u>\$1,472,736</u>	<u>7.6%</u>	<u>\$2,777,716</u>	<u>\$2,491,815</u>	<u>11.5%</u>
Farebox Revenue	\$79,566	\$73,247	8.6%	\$168,480	\$143,666	17.3%
Rev./Exp. Ratio	5.0%	5.0%	1.0%	6.1%	5.8%	5.2%
Exp./Passenger	\$1.04	\$0.97	7.0%	\$1.05	\$0.95	11.2%
Exp./Rev. Mile	\$5.44	\$5.31	2.4%	\$4.95	\$4.59	7.9%
Exp./Rev. Hour	\$55.64	\$54.37	2.3%	\$51.15	\$47.72	7.2%
DIAL-A-RIDE						
Passengers	2,219	2,526	-12.2%	4,447	5,369	-17.2%
Revenue Miles	7,403	7,875	-6.0%	14,808	16,860	-12.2%
Revenue Hours	620	705	-12.1%	1,243	1,403	-11.4%
Revenue Miles per Hour	11.9	11.2	6.9%	11.9	12.0	-0.8%
Pass./Rev. Mile	0.3	0.3	-6.6%	0.3	0.3	-5.7%
Pass./Rev. Hour	3.6	3.6	-0.1%	3.6	3.8	-6.5%
Operations Expense	\$34,287	\$35,261	-2.8%	\$57,305	\$64,570	-11.3%
Maintenance Expense	<u>\$0</u>	<u>\$0</u>	<u>#DIV/0!</u>	<u>\$0</u>	<u>\$0</u>	<u>#DIV/0!</u>
Total Expenses	<u>\$34,287</u>	<u>\$35,261</u>	<u>-2.8%</u>	<u>\$57,305</u>	<u>\$64,570</u>	<u>-11.3%</u>
Farebox Revenue	\$2,130	\$3,212	-33.7%	\$4,377	\$4,793	-8.7%
Rev./Exp. Ratio	6.2%	9.1%	-31.8%	7.6%	7.4%	2.9%
Exp./Passenger	\$15.45	\$13.96	10.7%	\$12.89	\$12.03	7.1%
Exp./Rev. Mile	\$4.63	\$4.48	3.4%	\$3.87	\$3.83	1.0%
Exp./Rev. Hour	\$55.31	\$50.02	10.6%	\$46.11	\$46.02	0.2%
MOONLIGHT EXPRESS						
Passengers	20,839	17,395	19.8%	33,080	31,583	4.7%
Revenue Miles	7,351	8,686	-15.4%	12,593	14,785	-14.8%
Revenue Hours	515	675	-23.7%	876	1,165	-24.8%
Revenue Miles per Hour	14.3	12.9	10.9%	14.4	12.7	13.3%
Pass./Rev. Mile	2.8	2.0	41.6%	2.6	2.1	23.0%
Pass./Rev. Hour	40.5	25.8	57.0%	37.8	27.1	39.4%
Operations Expense	\$14,895	\$17,664	-15.7%	\$25,375	\$30,061	-15.6%
Maintenance Expense	<u>\$10,085</u>	<u>\$10,527</u>	<u>-4.2%</u>	<u>\$17,276</u>	<u>\$17,919</u>	<u>-3.6%</u>
Total Expenses	<u>\$24,980</u>	<u>\$28,191</u>	<u>-11.4%</u>	<u>\$42,651</u>	<u>\$47,980</u>	<u>-11.1%</u>
Exp./Passenger	\$1.20	\$1.62	-26.0%	\$1.29	\$1.52	-15.1%

CYRIDE QUARTERLY OPERATIONS REPORT

October 1, 2010 to December 31, 2010 (2nd Quarter)

	2nd Qtr FY 10-11	2nd Qtr FY 09-10	% CHANGE	FY 2011 YTD	FY 2010 YTD	% CHANGE
Exp./Rev. Mile	\$3.40	\$3.25	4.7%	\$3.39	\$3.25	4.4%
Exp./Rev. Hour	\$48.53	\$41.78	16.1%	\$48.70	\$41.18	18.3%
OPERATIONS REVENUE						
Farebox	\$81,696	\$76,459	6.8%	\$172,857	\$148,458	16.4%
Transit Contracts	(\$10,668)	\$0	#DIV/0!	\$0	\$0	#DIV/0!
I.S.U.	\$0	\$0	#DIV/0!	\$0	\$0	#DIV/0!
G.S.B	\$132,666	\$151,988	-12.7%	\$1,634,380	\$1,600,632	2.1%
City of Ames	\$581,203	\$597,283	-2.7%	\$665,718	\$686,463	-3.0%
IDOT - STA	\$128,899	\$137,851	-6.5%	\$261,424	\$251,492	3.9%
Section 5307	\$1,490,918	\$1,442,590	3.4%	\$1,490,918	\$1,442,590	3.4%
Other Federal	\$41,084	\$42,393	-3.1%	\$41,084	\$42,393	-3.1%
Other	\$64,247	\$41,680	54.1%	\$86,425	\$69,874	23.7%
Total Operating Revenue	<u>\$2,510,046</u>	<u>\$2,490,244</u>	<u>0.8%</u>	<u>\$4,352,805</u>	<u>\$4,241,902</u>	<u>2.6%</u>
TOTAL EXPENSES						
Administration	\$258,051	\$241,944	6.7%	\$498,299	\$470,854	5.8%
Safety & Training	\$55,981	\$50,944	9.9%	\$113,816	\$102,509	11.0%
Promotion	\$6,180	\$0	#DIV/0!	\$9,703	\$0	#DIV/0!
Bldg. & Grounds	\$80,974	\$96,210	-15.8%	\$139,152	\$143,978	-3.4%
Fixed Route	\$1,584,152	\$1,472,736	7.6%	\$2,777,716	\$2,491,815	11.5%
Dial-A-Ride	\$34,287	\$35,261	-2.8%	\$57,305	\$64,570	-11.3%
Moonlight Express	\$24,980	\$28,191	-11.4%	\$42,651	\$47,980	-11.1%
Operating Total	<u>\$2,044,606</u>	<u>\$1,925,286</u>	<u>6.2%</u>	<u>\$3,638,642</u>	<u>\$3,321,705</u>	<u>9.5%</u>
Farebox Revenue	\$81,696	\$76,459	6.8%	\$172,857	\$148,458	16.4%
Farebox Rev./Exp. Ratio	4.0%	4.0%	0.6%	4.8%	4.5%	6.3%
Admin. Expense/Pass.	\$0.26	\$0.25	2.4%	\$0.28	\$0.27	5.8%
Admin. Exp./Rev. Mile	\$1.31	\$1.32	-1.0%	\$1.29	\$1.25	3.6%
Admin. Exp./Rev. Hour	\$13.55	\$13.67	-0.9%	\$13.49	\$13.09	3.0%
Total Expense/Passenger	\$1.32	\$1.25	5.4%	\$1.36	\$1.25	9.3%
Total Expense/Rev. Mile	\$6.68	\$6.55	1.9%	\$6.18	\$5.78	7.0%
Total Expense/Rev. Hour	\$69.06	\$67.63	2.1%	\$64.49	\$60.63	6.4%

Transit Director's Report February 2011

1. Intermodal Facility Performance Measures

As an addendum to the FTA grant agreement for the Intermodal Facility, the federal government requires that CyRide complete “before and after” performance measures to determine the impact that the facility is anticipated to have on public and private transit ridership. The attached grant addendum delineates the data collection that CyRide will need to conduct to satisfy this grant requirement.

2. Intermodal Facility Ground-Breaking Ceremony

Dependent upon timing of the approval/contract for the Intermodal Facility construction, staff could organize a groundbreaking ceremony for the facility. There is some level of interest from the Federal Transit Administration and Congressional delegation for a celebration of this project. Staff is seeking Transit Board direction on whether this would be beneficial for the community.

3. Fuel Purchase Update

CyRide is in the process of bidding the fuel purchase contract(s) approved for a not-to-exceed amount of \$525,000. The bids will be received on February 16, 2011 and staff will report the bid results at the February 17 Transit Board meeting.

4. Federal Funding Outlook

The Transit Director visited with Congressional staff at the end of January as a part of the Iowa Public Transit Association's annual trip to Washington DC to communicate and educate the Congressman, Senators and their staffs about the needs for public transit in the State of Iowa. The following briefly summarizes the outlook for transit funding in the next year:

- Both Houses of Congress have voted to **not** earmark any transportation funds this next year.
- The House has voted to eliminate the federal protection to only use funds collected from the federal gas tax on transportation – highways and transit. This allows Congress to use these funds for other programs or to reduce the federal deficit.
- There will definitely be transit funding cuts that will affect CyRide's budget next year, but there was no consensus on what level that might be. They indicated that discussions to date had ranged from rolling back funding to the 2006 levels (\$500,000+ less for CyRide), but more serious conversations to date had been on rolling back to the 2008 levels (\$170,000 less for CyRide) or possibly a percentage decrease from the 2009 level.

**PERFORMANCE MEASURES ADDENDUM
TO THE GRANT AGREEMENT
UNDER THE
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
TRANSPORTATION INVESTMENTS GENERATING ECONOMIC
RECOVERY (TIGER) DISCRETIONARY GRANT PROGRAM**

Ames Transit Agency, an Administrative Agency of the City of Ames, Iowa

Intermodal Facility

FTA TIGER Grant No. 3

SECTION 1. PERFORMANCE MEASURES

- a) The purpose of this “Addendum” is to set forth the performance measurement plan agreed to by the Grantee and the Government in accordance with paragraph m of section 2 of the “Grant Agreement”, dated September 23, 2010, between the U.S. Department of Transportation, Federal Transit Administration (the “Government”), and Ames Transit Agency, an Administrative Agency of the City of Ames, Iowa (the “Grantee”).
- b) Subject to the Paperwork Reduction Act, as necessary, the Grantee agrees to:
 - 1) collect the data necessary to track and report on each of the performance measures identified in the Performance Measurement Table in section 2 of this Addendum; and
 - 2) report results of the data for each measure to the Government.
- c) Grantee agrees to provide “Before” and “After” reports to the Government.
 - 1) For the Before report, the Grantee shall:
 - A. include current baseline data for each performance measure, and a detailed description of data sources, assumptions, variability, and the estimated level of precision for each measure; and
 - B. submit the report to the Government no later than three months before the project opens for revenue operations.
 - 2) For the After reports, the Grantee:
 - A. may include a narrative discussion detailing project successes and/or the influence of external factors on project expectations;
 - B. shall submit a report to the Government for each performance measure following project completion at the intervals and for the time periods specified in the Performance Measurement Table in section 2 of this Addendum; and
 - C. shall submit a final report to the Government no later than 30 months after the project opens for revenue operations, which includes an *ex post* examination of project effectiveness in relation to Before baselines.
- d) Grantee shall submit “Before” and “After” reports via email to outcomes@dot.gov, Cheryl.openshaw@dot.gov, Mokhtee.Ahmad@dot.gov, and

Kenneth.Cervenka@dot.gov. The email shall reference and identify in the subject line the TIGER Grant Number and provide the number of the Performance Measures report submitted , e.g., Re: FTA TIGER Grant No. 3 - Performance Measure Report No. 1 or 2 or 3, etc.

SECTION 2. PERFORMANCE MEASUREMENT TABLE

Study Area: The study area includes the site of the intermodal facility site located at the intersection of Hayward Avenue and Chamberlain Street within the City of Ames Redevelopment District of Campustown, plus affected transportation services as defined in the “Description of Measure” column of the Table.

Performance Measurement Table

Measure	Description of Measure	Measurement Period
<p>Public Transit Service Levels</p>	<p>A table that identifies the scheduled headways and travel times by time of day, for a typical weekday, Saturday and Sunday, for CyRide’s Brown Route and a typical weekday fleet roster of all trips for the Heart of Iowa Regional Transit Authority (HIRTA) service that will have service at the intermodal facility identifying transfers to CyRide or private carriers. The table will be accompanied by a graphic that shows the alignment for each route/HIRTA service area.</p>	<p>Before (Baseline) Measurement: Fall 2011.</p> <p>After (Performance) Measurement: Fall 2013 and Fall 2014.</p>
<p>Public Transit Passenger Counts</p>	<p>Route-level boardings counts (or estimates) for a typical weekday, Saturday and Sunday for the fixed routes identified in the “Public Transit Service Levels” measure. For CyRide services, additional collection of sample data on the number of boardings for a seven-day period for bus stop at Welch/Chamberlain and (in the after period) at the intermodal facility. For HIRTA services, a seven-day sample data of fleet rosters identifying locations where transfer between modes is made and number of transfers to CyRide, Intercity Carriers and Regional Carrier for a seven-day period.</p>	<p>Before (Baseline) Measurement: Fall 2011.</p> <p>After (Performance) Measurement: Fall 2013 and Fall 2014.</p>

Measure	Description of Measure	Measurement Period
Private Carrier Service Levels	A table that identifies the trips per day that occur over a seven-day period, for private carrier routes operated by Jefferson/Burlington Trailways and Executive Express. The table will be accompanied by a graphic that shows the alignment for each route.	<p>Before (Baseline) Measurement: Fall 2011.</p> <p>After (Performance) Measurement: Fall 2013 and Fall 2014.</p>
Private Carrier Passenger Counts	For the routes identified in the “Private Carriers Service Levels” measure, collect sample data on the number of boardings for a seven-day period.	<p>Before (Baseline) Measurement: Fall 2011.</p> <p>After (Performance) Measurement: Fall 2013 and Fall 2014.</p>
Non-Transit Counts	<p>Parking, before: document use of the site as a surface parking lot. Parking, after: document number of spaces available in total and the average utilization for a seven-day period based on permits/passes sold and daily parking transaction records.</p> <p>Vanpool/carpool, after: document number of spaces available for car/vanpool usage and the average utilization for a seven-day period (document no service level or usage in the before condition).</p> <p>Bike Lockers/Racks, after: document the number of lockers and racks (document no service level or usage in the before condition).</p>	<p>Before (Baseline) Measurement: Fall 2011.</p> <p>After (Performance) Measurement: Fall 2013 and Fall 2014.</p>

SECTION 3. EXECUTION OF ADDENDUM

There are four (4) identical counterparts of this Addendum in typewritten hard copy; each counterpart is to be fully signed in writing by the parties and each counterpart is deemed to be an original having identical legal effect. When signed and dated by the authorized official of the Government, this instrument will constitute an amendment to the Grant Agreement. Except as modified, changed, and supplemented by this Addendum, all terms of the original Grant Agreement shall continue in full force and effect. Upon full execution of this Addendum by the Grantee, the effective date will be the date the Government executes this Addendum as set forth below.

EXECUTION BY THE GOVERNMENT

Executed this _____ day of _____, 2010.

Signature of Government's Authorized Representative

Title

EXECUTION BY THE PROJECT SPONSOR

Executed this _____ day of _____, 2010.

Project Sponsor

Signature of Project Sponsor's Authorized Representative

Title

2011 Calendar

March 2011

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		