

AMES TRANSIT AGENCY BOARD OF TRUSTEES
CYRIDE CONFERENCE ROOM

May 10, 2012

1. CALL TO ORDER: 5:15 P.M.
2. Approval of April 12 and 19, 2012 Minutes
3. Public Comments
4. Flood Protection Update
5. Firearms on the Bus
6. Ames Intermodal Facility – Jefferson Lease
7. Ames Intermodal Facility – Executive Express Lease
8. Property Insurance for Buses in Facility
9. 2012-2013 Dial-A-Ride Contracts
10. Intermodal Facility Change Order Approval
11. 2012-2013 CyRide Growth Potential
12. Transit Director's Report
13. Set Time and Place of Next Meetings:
 - June 28 - 5:15 pm
 - August 23 – 5:15 pm
14. Adjourn

AMES TRANSIT AGENCY BOARD OF TRUSTEES

AMES, IOWA

April 12, 2012

The Ames Transit Agency Board of Trustees met on April 12, 2012 in CyRide's Conference Room. President Anders called the meeting to order at 5:16 p.m. Trustees in attendance were Anders, Madden, Schainker and Wacha. Absent: Trustee Gerdes and Vander Velden.

PUBLIC COMMENTS: None.

PUBLIC IN ATTENDANCE: Samantha Long and Nick Wilz, Iowa State University Students for a Political Science class assignment and Dave Eaton, City of Ames Risk Manager.

APPROVAL OF MINUTES: Minutes from the March 22, 2012 transit board meeting will be presented at the April 19, 2012 meeting for approval.

CYRIDE FACILITY – FLOOD PROTECTION TECHNIQUES: In December 2011 - January 2012, the Transit Board and City Council approved a contract with URS Corporation for to design facility improvements including protecting it from future flooding events. Director Kyras introduced Peter Styx and Bill Troe with URS who have been working on the facility's flood protection design, as it is the first priority for the facility improvements.

Director Kyras indicated that the outcome desired from the meeting would be direction from the Transit Board regarding a specific flood measure to be used to protect the facility. There are several options and narrowing of these options to one would allow the project to move forward toward construction later in the fall 2012.

Director Kyras explained that funding is available, totaling \$4,985,206, to assist with the flood protection, bus storage expansion, bus storage ceiling height and structural repairs. Peter Styx then presented the various options, the benefits and challenges of each option as well as its projected implementation cost.

He began by explaining Options 1A and 1B which encompass encircling the entire site with a berm, combined with using existing walls as a barrier. He further explained that the berm could be at a height of 4.5 ft. above site elevation of 900 ft. (1A) or 2.5 ft. (1B). The 2.5 ft. level represents the level for which Iowa State University and the City design flood protection structures. The 4.5 ft. level represents the level desired by the City of Ames/CyRide's Insurance Company's desire for flood protection, citing increasing flood occurrences and severity. He further explained that the earthen berm and the building together act as the barrier not allowing water inside. He explained that the west wall of the facility would need to be reconstructed with larger footings to withstand the hydrostatic pressure of the water against the wall, but that improvements could be

done from outside the building as opposed to inside the building disrupting CyRide's operations during the construction period.

Option 2 provides two different variations of a wet-dry solution. Option 2A protects just the office areas as a "dry" area and allows water to flow through the rest of the facility. Option 2B includes the office area plus a mechanical room in the dry area. Mr. Styx further explained that other areas within the maintenance shop would need to have critical components raised above the flood heights through the use of shelving or other raised options. He explained that dry proofing the office and mechanical areas would require significant restructuring as the walls were not built to withstand the water pressure and would collapse with either 2.5 or 4.5 feet water levels in the building. This reconstruction would be expensive and significantly disrupt operations during construction by eliminating the use of 2 bus lanes in areas where the walls required modification.

The third option is to use the entire perimeter of the building as a flood wall and allow everything around it to flood. This third option would require existing walls to be reinforced and a new flood wall to be built to the north of the office area as the walls were not designed for this higher level of flood protection. This option requires every opening in the building (18 openings) to have flood protection in addition to the walls. Mr. Styx indicated that this originally is what the design team believed was needed, but through further investigation with flood experts, discovered that it is the most expensive option.

Mr. Styx then recapped the options and explained the cost of each.

- **Option 1A** – His best characterization of this is that it is a bathtub, but water is outside of the bathtub. The cost for this option is \$1,024,476 with flood protection to the 4.5 ft. level.
- **Option 1B** – This option is the same as 1A except it protects the facility to 2.5 ft. above the 900 ft. base elevation. Its cost is \$754,915. He explained that the cost is lower due to less earthwork and smaller gates that are needed.
- **Option 2A** – This option is a wet/dry option that protects the office area to the 4.5 ft. level. He explained that this is a cost effective option; however, it requires clean up costs and service disruptions with every flooding event as well as major service disruptions during its construction. The cost is \$243,396.
- **Option 2B** – This wet/dry option protects the office area and mechanical room to the 4.5 ft. level at a cost of \$274,958.
- **Option 3** – This option uses the building as a flood wall eliminating water in the facility to a 4.5 ft. level. Its cost is \$1,433,247. This option is the most intrusive during construction losing the use of bus lanes for a 2-3 month period. It would be difficult to continue CyRide's operation in the facility during this period.

Mr. Styx further indicated that only the south wall of the facility had been designed to withstand the force of floodwaters to the 2.5 or 4.5 level. The remainder of the walls

were not designed to resist vertical loads placed on the structures during flooding; indicating the walls would tip over. Reinforcement of the walls in each of the options would require extending the width of the foundation by 4 ft.

Mr. Styx explained that if the Transit Board chose Option 1, that all modifications to the west side of the building could be done externally, which would not disrupt the fueling and bus wash operations – a critical component of daily operations.

Trustee Schainker asked for an explanation of the flood risk at 4.5 feet versus 2.5 feet on the site. Mr. Styx explained that the 4.5 ft. level is designed for a 500 year flood event (later corrected to 100 year flood level) plus 4.5 ft. higher. The 2.5 ft level is designed for a 500 year flood (later corrected to 100 year flood level) plus 2 feet higher. Trustee Schainker asked what level the 2010 flood reached. Director Kyras indicated that the building received a foot of water, so this would equate to a 901 foot elevation level, which would be below the 2.5 ft. level (902.5). Trustee Madden thought it was no higher than the 2.5 ft. level. Mr. Styx clarified that the 900 ft. level represents the 100 year flood level, not the 500 ft. level.

Mr. Styx indicated that the adjacent ISU cooling towers are designed for a flood at the 903 ft. elevation.

Trustee Wacha asked how long it would take to put each of the options with flood gates in place if a flood event were to occur. Mr. Styx explained that they have not chosen a vendor at this time, but have researched possible gate options. He indicated that there were three manufacturers that could provide a solution for CyRide. He explained how each of these options worked from manual swing gates to automatic gates that rose as the water level rises. Trustee Schainker asked if there was an override on the automatic gate option in case of a malfunction. Mr. Styx indicated that as the designed progressed, they would be reviewing each of these options and would make sure that the option chosen would work in any situation. Trustee Madden asked if there were annual or monthly maintenance issues with any of the options. Mr. Styx indicated that periodic maintenance is required on each of the options.

Trustee Schainker asked if the level of protection had an effect on insurance premiums. Director Kyras indicated that in an earlier meeting that day with the insurance carrier their representative had indicated that it would not have an effect on insurance premiums, stating that CyRide was currently paying higher premiums as a result of being in a flood plain. Dave Eaton, the City of Ames' Risk Manager, confirmed that it should not have an impact on the premium rate.

Dave Eaton explained that the insurance rate is driven by current property characteristics. He shared that the insurance carrier, FM Global, had indicated, in the previous meeting that day, that their recommendation was Option 1A, citing that their reports had always indicated a level of 4.5 ft. was desired. Mr. Eaton further explained

the premium rate currently paid by CyRide. He indicated that CyRide was already paying a surcharge or penalty premium. He stated that the insurance company took the rate paid in 2010 and multiplied it 10 times to determine current rates. He further stated that FM Global indicated that prior to 2010 it had not charged the City/CyRide for flood insurance at CyRide's facility; stating it was an oversight. Trustee Schainker asked if the board did not approve flood protection at the higher level (4.5 ft. level), would the insurance company increase the premium. Mr. Eaton said that the City of Ames' premiums in the future would be based more on other properties within the city as opposed to significant modifications as a result of CyRide's facility. He indicated that it could be a small factor in their willingness to renew the City's property insurance. Trustee Schainker asked if they might lower the City/CyRide's premium. Mr. Eaton indicated that he believed they might get lower bids from other companies.

The discussion then turned to which option was the best solution for CyRide. Director Kyras shared with the board the challenge that a wet/dry option posed with the amount of time required to "clean up" the facility after it flooded. She indicated that it created operational challenges at a time when it was being asked to help the community with its emergency transportation needs. Trustee Madden mentioned that Maple-Willow-Larch has a berm and has been a very successful experience since the last flood. Trustee Schainker questioned the possibility of berm erosion. Mr. Styx explained how the berm was constructed with its width to allow for stability and the construction of a T-shape wall at the berm openings to ensure that erosion does not occur. Further, Mr. Styx explained that the berm would need to be a width of 27 ft. under Option 1A and that this posed a challenge with the site's available space. He indicated that if this option was chosen, they would need to refine the design, which might require a partial wall to reduce the width of the berm so that there was adequate room for parking, sidewalks and berms. He indicated that initial discussions had taken place surrounding this issue with Cathy Brown at ISU's Facility Planning and Management.

Mr. Styx also shared that the site slopes and is lower on the east end by approximately 1.5 feet allowing for time to close gates at the west end of the property.

Trustee Wacha asked if there was an approximate cost to clean up the facility with the wet/dry option. Rich Leners, CyRide's Fleet and Facilities Manager indicated that he did not have a cost calculated, but that it took maintenance staff approximately 3 – 4 days to hose down the bus storage, plus the additional time to clean the maintenance area and ensure that water did not get into the electrical or mechanical systems.

Trustee Schainker made the motion recommending Option 1A, Floodwall/Berm at 4.5 ft at a cost of \$1,024,476 subject to Trustee Madden's approval. Trustee Madden supports the berm and was in agreement with the motion on the floor, but wanted to discuss the option with other university officials. Mr. Styx clarified that this option included only minor corrections to the south side of the building and the corrections on the west side of the building would not interrupt operations.

Director Kyras indicated that CyRide had “earmarked” \$1 million dollars for flood protection work out of the approximately \$4.9 million dollars available. She indicated that Option 1A was only slightly higher than this preliminary estimate and allowed funding of the other facility improvement projects – expansion, ceiling height modifications and structural issues.

Trustee Madden asked whether the ground water issues experienced in the flood of 2010 would be resolved as well. Mr. Styx indicated that the consultant team was currently working on a solution. Mr. Styx said there were site surveys currently being taken to locate storm water drains, so automatic valves could be installed that take care of the storm sewer and sanitary systems. All options include these values. He also indicated that each option included portable pumps in case water seeped into the “dry” areas of the protection. Trustee Madden indicated that ground water was an issue at the Lied Recreation building.

Director Kyras indicated that if an option could be chosen either at the meeting or within the next week, the design team could have construction drawings complete by this fall with construction to begin yet this year.

Trustee Madden supports moving forward with the motion on the floor, Option 1A. Trustee Wacha seconded. No further discussion. (Ayes: four. Nays: None.) Motion carried.

TIME AND PLACE OF NEXT MEETING: Thursday, April 19, 2012 at 5:15 p.m. at CyRide.

Meeting adjourned at 5:53 pm.

Bob Anders, President

Joanne Van Dyke, Recording Secretary

AMES TRANSIT AGENCY BOARD OF TRUSTEES

AMES, IOWA

April 19, 2012

The Ames Transit Agency Board of Trustees met on April 19, 2012 at 5:15 p.m. in CyRide's Conference Room. President Anders called the meeting to order at 5:19 p.m. Trustees in attendance were Anders, Gerdes, Wacha and Schainker. Absent: Trustees Vander Velden and Madden.

APPROVAL OF MINUTES: Trustee Gerdes made a motion to approve the minutes from the March 22, 2012 Ames Transit Agency Board of Trustees Meeting. Trustee Wacha seconded. (Ayes: 4, Nays: 0) Motion carried unanimously.

Trustee Vander Velden arrived at 5:20pm.

FY2013 STATE GRANT APPLICATION: Director Kyras asked Shari Atwood, Transit Planner, to review the specifics of the annual State Grant Application with the board. Ms. Atwood went over the amounts requested of the Iowa Department of Transportation to support funding of the operating and capital expenses that CyRide is requesting for the 2012-2013 year. The application is due on May 1, 2012.

Ms. Atwood went over the breakdown of the operating expenses and explained the amounts requested. Specifically, \$533,022 was requested from State Operating Assistance, \$77,511 was requested for Job Access Reverse Commute Operating, which funds the existing routes: 4A Gray mid-day route, the Brown Route for the Summer and the weeknight improvements and the #10 Pink Route on E. 13th and Dayton. \$144,425 was requested for Federal Section 5310 Elderly and Disabled Funding, which funds Dial-A-Ride. In all, the amount requested for operating expenses is \$754,958.

Capital funding requested was for eight 40' bio-diesel buses with cameras, totaling \$2,709,120. An additional \$40,000 was requested for the addition of elderly and disabled amenities at bus stops. Trustee Anders asked if local match would be required for the purchase of all of these buses. Director Kyras explained that eight 40' buses were requested in the event unanticipated dollars became available, but no more than three 40' buses that the board previously approved in the budget would be purchased unless they were funded at 100%. Ms. Atwood added that if CyRide did not have local match dollars available, the purchase could be deferred. She also stated that there is a public hearing on April 30, 2012 that was advertised in the Ames Tribune, but no comments have been received to date.

Director Kyras stated that staff's recommendation is to approve alternative 1, approving the FY2013 State Grant Application subject to public hearing comments.

Motion to approve alternative 1 was made by Trustee Wacha. Motion seconded by Trustee Vander Velden. (Ayes: 5, Nays: None) Motion carried unanimously.

RATE SETTING RESOLUTION-FARES: Director Kyras discussed the rates for the next fiscal year, stating that since there was an increase in January, that the only change that was being proposed is a change in the shop rate from \$80 per hour to \$84 per hour for warranty work reported to vendors. Although a 25% increase was expected because of the fare increase, CyRide saw around a 14% increase from January to March. Staff believes this is due to customers buying ahead in December and the warmer winter weather. Trustee Wacha asked what the box of information on page 12 of the Board Packet represents. Director Kyras replied that it represents the cash and ticket sales; student fees are not represented in this figure.

Director Kyras recommended alternative #1, which approves the 2012-2013 rates with no change from 2011-2012 rates, except for the shop rate increase to \$84 per hour.

Motion to approve alternative #1 was made by Trustee Vander Velden. Motion seconded by Trustee Gerdes. (Ayes: 5, Nays: None) Motion carried unanimously.

RATE SETTING RESOLUTION- PASSES: Director Kyras stated that there were also no changes recommended to the current rates for passes because of the increase that occurred in January. CyRide saw almost a 60% increase in revenue from pass sales when comparing the first quarter of 2011 and first quarter of 2012. Staff believes this is due to both the price change in January and the mild weather. Director Kyras is hopeful that the next quarter will be a better indicator of the impact of the fare increase on pass sales.

Director Kyras recommends approving alternative #1, which approves the 2012-2013 rates that reflects no changes from the 2011-2012 rate structure.

Motion to approve alternative 1 was made by Trustee Wacha. Motion seconded by Trustee Vander Velden. Ayes: 5 Nays: None (Motion carried unanimously.)

VEHICLE TRACKING CONTRACT AWARD: Director Kyras shared that staff has recommended Next Bus as the vendor to be awarded the vehicle tracking project contract because they have both the best price and technical capabilities. She also said that Next Bus has reviewed the original budget for the project and has recommended the following changes: 1-Accurately reflect the fleet and the number of units put on buses as of April 2012. 2-Add spare units to accommodate downtime for repairs. 3- Add four bus stop signs that students are requesting.

Director Kyras stated that there will be some one-time expenses to consider. The four bus stop signs will need electricity, which will have to most likely be trenched and cost approximately \$3,000 per location, \$12,000 total. The total budget for the project is \$459,125. Trustee Wacha asked if the original budget referred to on page 20 of the

Board Packet, meant prior to the modifications recommended by Next Bus and if the project price changed had it not gone out for bid. Director Kyras replied that the term “original” did refer to the price prior the modifications Next Bus recommended and that the unit price in the bid was the same as the 2011 price offered to CyRide.

Director Kyras shared the outcomes of the meeting with the GSB Senate that was held on April 18, 2012. Director Kyras presented the Next Bus information to the GSB Senate and reviewed the budget for this project as well as the GSB Trust Fund. The purchase of the Next Bus system will decrease the Trust Fund balance to about \$1,000,000. The GSB unanimously approved funding this project. A resolution to confirm this will be sent shortly. Director Kyras asked if the Board wanted to move forward with this project, so that it could be taken to the City Council for final consideration.

Trustee Wacha asked if GSB agreed to fund the entire cost. Director Kyras stated that they agreed to fund the initial cost, the first year and two years after if annual operating expenses. Trustee Schainker expressed concern for the future with a possible \$100,000 in operating costs going to a vehicle tracking system instead of additional bus service. Director Kyras said that after 3 years both groups will need to discuss future funding arrangements. Trustee Wacha added that it is unfair to assume that the GSB won't be willing to pay in the future. Trustee Vander Velden confirmed that the vehicle tracking system is something the students want. However, he is not sure they understand costs or funding for the project. Director Kyras added that everyone riding CyRide benefits from this technology, not only the students. A question was raised by Trustee Anders as to whether or not the vehicle tracking system will interface with the website. It was confirmed that it will. Trustee Schainker added that the cost of removing the signs appeared to not produce significant cost savings in the overall project price. Trustee Gerdes pointed out that when evaluating the cost per passenger/person, it is not substantial.

Motion to approve alternative #1, which approves the award to Next Bus for a not-to exceed 3-year contract of \$447,125 for the purchase of the automatic vehicle locating system, with funding from the GSB Trust Fund, was made by Trustee Gerdes. Motion seconded by Trustee Wacha. Further clarification was requested by Trustee Vander Velden, who questioned the amount of \$447,125 in alternative #1, when the total project cost was \$459,125. Director Kyras clarified that \$447,125 is the amount awarded to Next Bus and the \$12,000 difference would be paid to Iowa State for the cost to electrify the signs.

Trustee Vander Velden confirmed the motion to approve alternative #1. (Ayes: 5, Nays: None) Motion carried unanimously.

Dial-A-Ride SERVICE UPDATE: Director Kyras stated that although there is no current action needed, she wanted to provide the Board with information on the status of the Dial-A-Ride program. She had previously sent an email to each of the Transit Board members

stating that there were no proposals received in response to the recent Request for Proposal for service providers of the program. It was further investigated as to why no proposals were received, particularly from HIRTA. The Executive Director of HIRTA shared with Director Kyras that they did not bid the service because her Board of Directors had indicated that it an inopportune time to take over Dial-A-Ride, when they are already taking over the Story County Service from Heartland Senior Services beginning 7/1/12.

Director Kyras and staff members met with the HIRTA Executive Director and three members of their Executive Committee Board to clarify misunderstandings of the operations and financials of the Dial-A-Ride Program and how it would complement the service they are going to provide in Story County. The HIRTA Executive Director is very supportive of HIRTA operating Dial-A-Ride and after the meeting explaining operations and financials, so are the 3 members of the Executive Committee. On April 26, 2012, the HIRTA Board will meet at the Des Moines Airport. All members of the HIRTA Board will be voting on whether or not to commit to HIRTA operating Dial-A-Ride. Director Kyras and Tom Davenport, Transit Coordinator, will be doing a presentation of the Dial-A-Ride program at the HIRTA Board meeting.

Since there is not adequate time to do another formal Request for Proposal, Director Kyras met with Assistant City Manager, Sheila Lundt, who consulted with the City of Ames Purchasing Department, and confirmed that single source procurement is sufficient if the price can be satisfactorily negotiated. Similarly, the federal requirement can be satisfied through sole source procurement. Trustee Wachua questioned how HIRTA could commit to operating the service without a price being known. Director Kyras responded that they can commit to service contingent upon satisfactory price negotiations.

Director Kyras indicated that HIRTA is in need of office space to operate the Story County service they are taking over for Heartland Senior Services. HIRTA may be interested in space in the new Intermodal Facility. Director Kyras is working on a quote for price per square foot in the facility.

Trustee Anders asked how the employees and buses would relate to CyRide if HIRTA would operate the Dial-A-Ride program. Director Kyras responded that if HIRTA operates Dial-A-Ride, the drivers would be employees of HIRTA and the buses would be their buses, with the exception of 1 bus that CyRide would lease to them. This would be the same bus that is currently leased to Heartland Senior Services. It is also a possibility that if HIRTA were to operate Dial-A-Ride, that they would be interested in partnering with CyRide for training and back-up for vehicle issues.

If HIRTA does not elect to operate the Dial-A-Ride program, the service would have to be run by CyRide, beginning July 1, 2012. Trustee Anders asked if CyRide is the default organization to operate Dial-A-Ride if no one else chooses to operate the program.

Director Kyras explained that CyRide is responsible for the program and that it is a federal requirement that we offer the complementary service. If CyRide has to assume the service, there will be additional expenses, including \$210,000 for two additional vehicles and \$202,000 for operational expenses and dispatch wages/benefits. Federal funding can be used for the cost of vehicles, which leaves a net increase of \$172,000 in 2012-2013 operating expenses currently not in the budget. Director Kyras pointed out that there will be significant operational impacts in addition to the financial impacts discussed.

2012-2013 GROWTH POTENTIAL: At last month's meeting, Director Kyras walked the Board through the impacts that a 5,000, two-year student increase at ISU would have on CyRide. At that meeting, Trustee Madden suggested that CyRide staff put together impacts that would be generated based on 31,000 students for the next school year. Information reflecting the increase to 31,000 students was reviewed by Director Kyras on page 30 of the Board Packet. The information reflects the need for 2-3 additional buses, 5-8 additional drivers, with approximately \$187,000 in operation expense, over \$22,000 for training expenses for the additional drivers and \$150,000 for two used buses, for a total of over \$359,000. Director Kyras reminded the board that this amount was not included in the budget that was approved in January. Expenses of this magnitude would impact the closing balance of 10%, by decreasing it substantially if no modifications are made.

Director Kyras reviewed the balance in the GSB Trust Fund, which will increase to over \$1.8 million in the next year if there are 31,000 students enrolled. Trustee Schainker asked for clarification if this amount was before or after the vehicle tracking award of \$459,000. Director Kyras responded that the \$459,000 was not reflected in these figures.

It was proposed by Director Kyras that a possible solution for the additional growth would be to cap the amount of growth that would go into the GSB Trust Fund at 1%, with anything above 1% staying in the operations budget. Using the scenario of 31,000 students enrolled, with funding to the trust fund capped at 1%, the GSB Trust Fund would increase by \$36,000 and CyRide's operating budget would increase by \$96,000. Director Kyras has not yet consulted with the Legal Department on whether a change to the three party agreement would be required.

Trustee Gerdes inquired that if the change in enrollment produces growth would all of the growth be directed into the GSB Trust Fund. Director Kyras responded that any student fees generated in excess of the current funding agreement of 4% would be directed to the GSB Trust Fund, with the 4% representing a specific dollar amount. Trustee Schainker clarified that student fees would remain the same for the student; the change is how the fees are directed within the budget. Excesses above the amount required to fund their portion of the three party agreement go into the GSB Trust Fund.

Director Kyras stated she is looking for board direction on this matter. Trustee Schainker indicated that the total budget would be \$350,000 short and that this change to the growth cap on the GSB Trust Fund only produces \$96,000, which is substantially short of the \$350,000 needed. Director Kyras responded that there are some things that could be done differently; CyRide is getting three buses in July, so two to three buses could be kept instead of purchasing new, used buses saving \$150,000. Also, Director Kyras indicated that the amounts presented for the budget deficit as a result of the growth to 31,000 students is the worst-case scenario.

Trustee Wacha inquired if formal conversations have taken place with the GSB about the funding situation. Director Kyras responded that they have not taken place with the entire GSB, but conversations have been had with Trustees Vander Velden and Gerdes, who represent the GSB. Since the GSB will not be meeting this summer, Director Kyras is looking for policy direction from the board on how they would like to proceed as CyRide will face impacts as early as the beginning of the Fall semester.

It was questioned by Trustee Wacha if the cap is the best solution to the issue and if other alternatives had been explored by staff. Director Kyras stated she had conversations with Tom Davenport, Transit Coordinator and, as a result of the abnormal growth in ridership and enrollment previously experienced, she came up with the solution presented; however, other solutions could be explored as well. Mr. Davenport shared his thoughts on an alternate way of funding the increased expenses as a result of ridership increases. He indicated that the average rides per student is 175 rides per year and the growth in the number of students enrolled produces a number of rides that is increased over the current year by a certain percentage. This percentage could be used to calculate the increase to be shifted from the GSB Trust Fund annually.

Trustee Schainker questioned how the cap amount was determined and whether or not it was necessary that the Trust Fund continue to grow. Director Kyras indicated that enrollment decreased in 2006 and 2007 and the Trust Fund would cover funding requirements during such declines in enrollment. Therefore, the concept provided with the "cap" scenario was that it should continue to grow to address years when enrollment decreases, just not grow exponentially when it increases. Trustee Schainker further questioned if it was necessary to keep increasing the amount in the Trust Fund. Trustee Gerdes stated that the growth is necessary to fund one-time projects such as the Next Bus, vehicle tracking project. Mr. Davenport stated that the Trust Fund has grown rapidly because student fees were increased when there was a decline in enrollment and since that time enrollment has increased substantially.

Trustee Anders asked if the GSB Trust Fund is dedicated to CyRide or if it could be used for anything else at the GSB's discretion. Director Kyras responded that the amount in the Trust Fund has to stay within CyRide, but it can be allocated differently, with additional dollars to operations instead of growth in the Trust Fund. Director Kyras recommended that the board proceed with either alternative #2 or #4. She explained

that option #2 has CyRide Staff meeting with the GSB to discuss the issue and find a mutually agreed upon solution or option #4, which tables action until the next Transit Board of Trustees meeting. Trustee Gerdes added that although growth in the Trust Fund is needed, she likes the idea of capping growth at 1% because there are not going to be \$500,000 projects every year and the amount in the Trust Fund does not need to be that large. She would like to see #2 or #3 solutions be considered by the Transit Board of Trustees. Trustee Wacha indicated that he was more comfortable with Option #4 to table action so that input could be gained from Trustee Madden.

Trustee Wacha motioned to table action until the next Transit Board of Trustees Meeting. Trustee Vander Velden seconded the motion. (Ayes: 5, Nays: None) Motion carried unanimously.

DIRECTOR'S REPORT:

- Director Kyras shared that the Intermodal Facility Ribbon-Cutting Ceremony is scheduled for Saturday, June 9, 2012. Senator Harkin has committed to attending. Representative Latham is trying to work this into his schedule and Senator Grassley has not yet responded.
- CyRide was subject to a Federal Review of the projects funded with Federal Stimulus money. The review found two items that needed to be addressed: 1-pre-award/post-delivery audits were not performed 2- Lack of independent cost estimate. Overall, this was a very good review and a good learning opportunity.
- A report was released by the US DOT that indicated there were 703 applications received, totaling \$10.2 billion requested. There is only \$500 million available in funding. CyRide is one of the 703 applicants competing for a share of the \$500 million.
- When obtaining quotes for flood insurance providers, it was discovered that buses are not insured when they are inside the garage. There are some additional costs of insurance for this coverage that Director Kyras will present at the May Board meeting.

Trustee Anders complimented staff on the incredible results of the Federal Review. Director Kyras attributed the success to a strong partnership with ISU.

TIME AND PLACE OF NEXT MEETING: A date could not be established. Joanne Van Dyke will contact board members to determine available dates.

ADJOURN: Meeting adjourned at 6:13pm.

Robert Anders, President

Julie Merges, Recording Secretary

CITY OF AMES, Iowa

MEMO TO: Ames Transit Board of Trustees

FROM: Sheri Kyras

DATE: May 10, 2012

SUBJECT: Flood Protection

BACKGROUND: At the April 12, 2012 special Transit Board meeting to discuss flood protection for the facility, the Transit Board approved an earthen berm/flood gate option at 4.5 feet above CyRide’s current elevation. At that time, there was discussion by board members that there may need to be additional university review of the option to determine its impact on other university facilities, its aesthetic impact, and requirement of 4.5 feet.

INTRODUCTION: Since that meeting, CyRide staff and URS Corporation, CyRide’s architectural and engineering consultant, have met with three individuals at the university: Cathy Brown, University Planner, Dean Morton, University Architect and Dave Miller, Vice-President of Facilities Planning and Management. As a result of this meeting, it was determined that CyRide would need to build a combination of earthen berm and flood wall along with the flood gates to “soften” the look of an all grass berm. This modification would allow for planting to break up the image as well as allow the width of the berm to be reduced. As the earthen berm/flood gate option is less expense than adding portions of a flood wall, the URS Architect, Peter Styx indicated that a rough estimate of the cost would increase from approximately \$1 million to \$1.25 million at the 4.5 feet level.

As the group further discussed the height of the flood protection measures, it was estimated that lowering the berm/wall/gate option to an n elevation of 903 or 3 feet above the current elevation, matching the level the university was protecting to, would lower this cost back to approximately \$1 million dollars. The following insight from university officials around this lower level was provided.

In examining the 2010 flood levels on the north side of the railroad tracks compared to the south side where CyRide is located, the water levels were significantly lower on the south side. It was discussed that the railroad tracks act as a flood wall for this area of Ames, but with two “holes” in this informal levy with one at 6th Street, adjacent to CyRide’s facility. Dave Miller indicated that because of this informal levy and openings, it creates a “weir affect” or barrier that redirects the flow. The result is that the there is only so much water that can flow through the opening on 6th Street; therefore, if another more significant event were to occur, the

increase in the effect on the south side would not be as large as on the north side of the railroad tracks. The example Mr. Miller used was that if the water was 4' higher than the 2010 level on the north side, it would only be a few inches higher on the south side as the water flow could not increase proportionally. As a result of this analysis, he indicated that the height should never exceed the 903' level or 3 feet above the current elevation.

The Director also contacted the Federal Transit Administration's (FTA) Engineer in Kansas City, who formerly worked for the Army Corp of Engineers and is familiar with CyRide's site, for her opinion on the appropriate level of protection. She indicated that she concurred that the water level would be lower on CyRide's property because of the railroad tracks and indicated that if the insurance company had not indicated that CyRide could not get flood insurance or that it would be substantially more costly at the 903 level, she would recommend flood protection at the 903 level.

With this new information on the additional cost to design flood protection for CyRide that included walls as well as berms and gates, the University's predication of lower water levels south of the railroad tracks, and FTA's recommendation on the level, staff requests reconsideration of the flood protection height - either 4.5 feet or 3 feet above current elevations.

As reference, CyRide received one foot of water in the facility in 2010, which represents the 901-foot level or 1 foot above current elevation. Therefore, protection at the 903 level would provide two additional feet above the highest level of water received in the facility. A preliminary budget estimate for the four construction projects at the facility is also attached for information purposes.

ALTERNATIVES:

1. Approve CyRide's flood protection measures at 3 feet above its current elevation.
2. Reconfirm that CyRide's flood protection measures should be designed at 4.5 feet above its current elevation.
3. Table the decision until further board-directed information can be gathered.

RECOMMENDATION:

The Transit Director recommends approval of alternative #1 to be consistent with University flood protection levels as a result of water level predictions, and local and federal expert advice. This alternative will also allow the overall construction budget to remain unaffected by the proposed flood protection design changes.

CyRide Construction Budget #2

Funds Available	Dollars
Federal Funds (#IA-04-0111)	\$2,588,165
State Funds (PTIG Expansion)	\$800,000
State Funds (PTIG Ceiling)	\$600,000
Local	\$997,041
Total Available	\$4,985,206

Budget Item	Estimated Cost
Architectural/Engineering Fees	\$462,509
Additional Tests/Surveys	\$5,000
Flood Proofing with Construction Contingencies (8%)	\$1,080,000
Expansion with Construction Contingencies (8%)	\$2,000,000
Bus Storage Ceiling Height with Construction Contingencies (8%)	\$810,000
TOTAL Cost	\$4,357,509

Total Available	\$4,985,206
Total Cost	\$4,357,509
Uncommitted Funds for Facility Structural Issues	\$627,697

CITY OF AMES, Iowa

MEMO TO: Ames Transit Board of Trustees

FROM: Sheri Kyras

DATE: May 10, 2012

SUBJECT: Firearms on the Bus

BACKGROUND: CyRide has prohibited firearms on its buses since the 1980's. This was an operational policy developed by staff prohibiting items for safety reasons or, due to their size, lack of space on the bus. Specifically, the list currently includes:

- Car batteries
- Firearms
- Gasoline or other flammable liquids
- Large pieces of lumber
- Large boxes (A projection TV just won't work)
- Animals other than service animals
- Other items that cannot be kept out of the aisles of the buses

Since that time, this prohibition has been included in marketing materials, on CyRide's website and posted on interior signs in the buses.

INFORMATION: The question has been raised regarding whether CyRide is able to continue to prohibit these items in light of changes to state law. Therefore, the City of Ames Attorney was consulted on this issue. He has indicated that, "Current state law does allow municipalities (including the administrative agencies) to prohibit firearms in specific public facilities. (E.g. the parks and rec commission may ban firearms from the swimming pools; the transit board may prohibit firearms on CyRide buses, etc.)". As this was a staff decision to date, it would require Transit Board approval to legally continue this practice.

After reviewing this policy, staff would recommend continuing the ban and expanding the firearms prohibition to "firearms or other weapons", if the Transit Board desires to prohibit such items for public safety reasons. This expansion would include knives as well as guns on the bus.

ALTERNATIVE:

1. Approve the inclusion of firearms or other weapons to the list of prohibited items on CyRide buses.
2. Do not include firearms or other weapons on the list of prohibited items on CyRide buses.
3. Table action pending further research or information.

RECOMMENDATION:

The Transit Director recommends approval of alternative #1 to reduce potential safety issues on CyRide buses. CyRide carries large groups of individuals for many types of trips and believes that inclusion of these items will allow for a safer environment for all customers.

CITY OF AMES, Iowa

MEMO TO: Ames Transit Board of Trustees
FROM: Sheri Kyras
DATE: May 10, 2012
SUBJECT: Ames Intermodal Facility – Jefferson Lease

BACKGROUND: Under the approved Intermodal Facility operating agreement between the City of Ames and Iowa State University, CyRide staff is charged with negotiating leases for the terminal area of the building. Over the last six months, staff has worked with the Federal Transit Administration, legal staff and the carriers to develop these agreements. The 2012-2013 operating budget for the facility includes \$900/month in revenue from leased space in the terminal building.

INFORMATION: Currently, Jefferson Lines and Burlington Trailways pick-up and drop-off customers within Ames at the Memorial Union on the Iowa State campus under a temporary agreement with the university, until the Intermodal Facility is completed. With the facility scheduled to be substantially completed on June 1, 2012 with landscaping, punch list items and LEED commissioning to be completed after that date, a July 1, 2012 lease date was established for tenants.

In preparing for this location transfer, an Intermodal Facility lease agreement was developed to document the terms of Jefferson and Burlington Trailways use of the new facility. Burlington Trailways contracts with Jefferson for joint use of a location. Therefore, this agreement is between CyRide/City of Ames and Jefferson for use of the space. The attached document delineates the arrangement with Jefferson and is generally described below.

1. Basic Provisions –

- Official designation of the parties to the agreement
- Definition of exclusive and common areas as well as the address and suite number
- Facility is available 24/7
- Lease starts on July 1, 2012 and expires June 30, 2013 with the renewal option of two additional years (Discussions about the renewal would start in January of each year.)

- \$900.00 per month lease rate plus utilities with Producer's Price Index used to calculate the increase if renewals are desired. Rent would be paid to ISU's Parking Division Manager.
2. **Premises** – That the estimated square footage determines the rent, that the tenant is responsible for furnishings and that alterations must be approved by ISU' Parking Division Manager.
 3. **Term** - Original year plus two extensions are possible. If extensions are taken, all original terms of the agreement still are in force.
 4. **Representations and Warranties** -
 - CyRide/City is the sole owner of the facility and has the right to enter into the agreement
 - That there are no planned widening of streets in the vicinity
 - That there is no condemnation, eminent domain issues, lawsuits or mechanical problems with the facility and that there are no other agreements that would impact their business.
 5. **Use** –
 - That they will use the facility for its intended purpose
 - That there are no hazardous materials, asbestos or environmental issues that would impact their business
 - That it will comply with any future laws that impact use of the space
 - That is will provide documents as requested within 10 days after receipt
 - That it will notify CyRide if there is any pending legal action against their Company
 - It will enter the facility from Sheldon Ave. and exit on Hayward Ave. to Lincolnway
 6. **Maintenance and Repairs: Improvements, Additions and Alterations** – Jefferson will keep the facility clean and orderly, that it will repair, at its cost, any damage created by its employees or customers.
 7. **Insurance and Indemnity** –
 - CyRide/City of Ames is insured again all risk for full replacement cost
 - Jefferson will have a comprehensive general liability policy for its premises of single limit liability of \$1 million per occurrence, provide a certificate of insurance to CyRide and a new one upon its expiration, and that, not maintaining this insurance is a material default of the contract
 - Each party indemnifies the other for actions of negligence or wrongful acts of its employees and that Jefferson/CyRide will provide their own legal counsel to defend again a claim filed against their firm/agency.
 - Each party agrees to discharge the other from claims, losses, and liabilities covered under third party insurance. This provision delineates the situations under which this could occur.
 - Jefferson can self-insure for auto and general liability, workers compensation, and property damage. The agreement lists the amounts required for a self-insurance retention.

8. **Damage or Destruction** – If the facility is damaged or destroyed, Jefferson will repair or restore the premises with reasonable promptness and diligence. Rent will be abated during this time period. If CyRide does not start repairs within 30 days or is not completed within 90 days, the lease can be terminated.
9. **Real Property Taxes** – CyRide will pay any real estate taxes due.
10. **Assignment and Subletting** – Jefferson may not sublease the space without written approval from CyRide and can only be subleased to another Over-The Road carrier.
11. **Default; Breach; Remedies** –
 - Lists events that would constitute a default: Non-payment of rent, not abiding by lease agreement, subleasing space without approval, receivership, seizure of assets, liens.
 - CyRide has the right to remove Jefferson's property, control the leased space and can relet the space.
 - CyRide defaults if, upon notify by the Jefferson, it fails to meet any terms of the contract within 30 days unless the remedy would take longer than 30 days. The contract lists the remedies for the tenant – cure the default itself and deduct cost from rent or terminate the lease.
12. **Severability** – The invalidity of a lease provision does not affect the remainder of the contract.
13. **Conditions Precedent** – Contract obligations do not start until CyRide receives a certificate of occupancy. If this is not received by August 1, 2012, Jefferson can terminate the contract.
14. **Time of Essence** – Contract obligations must be addressed as quickly as possible.
15. **Rent Defined** – All monetary obligations in the contract are defined as rent.
16. **No Prior or Other Agreements** – The contract is the entire agreement.
17. **Notices** – All notices to either party must be in writing and delivered to the individuals identified in the agreement.
18. **Waivers** – If CyRide waives a default of the contract, this does not mean other defaults are waived. Also, acceptance of rent does not waive the default.
19. **Holdover** – If the contract expires and tenant remains, a month-to-month rent can be charged.
20. **Cumulative Remedies** – Remedies can be cumulative.
21. **Covenants and Conditions** – All contract provisions are both covenant and conditions.
22. **Binding Effect; Choice of Law** – Binding on all successors or representatives and any possible litigation will be in Story County.
23. **Attorney's Fees** – If litigation occurs, the prevailing party is entitled to reasonable attorney's fees.
24. **Landlord's Access; Repairs** – CyRide or ISU Parking Division can enter Jefferson's space for reasons listed.
25. **Signs** – Jefferson can put signs in the facility with permission of CyRide.
26. **Quiet Possession** – If Jefferson abides by the terms of the contract, CyRide will not interfere with its business.
27. **Performance Under Protest** – Jefferson can pay rent under protest and file suit to recover the full amount.

28. **Authority** – Jefferson confirms that its representative is authorized to sign the lease.
29. **Conflict** – Handwritten/typewritten changes prevail over the printed version of the contract.
30. **Offer** – The contract is not binding until all parties have signed the agreement.
31. **Amendments** – Requires written amendments with all parties signing.
32. **Multiple Parties** – If more than one contact is identified for a party, the actions of one bind the other.
33. **No Interpretation Against Drafter** – It is a legally binding document and each party has consulted with legal counsel; however, CyRide’s crafting of the contract provisions does not mean that it is binding and an attorney has drafted its terms.

The agreement has been reviewed and approved by the Federal Transit Administration’s legal counsel, the City of Ames Risk Manager, and Jefferson’s regional manager. Jefferson’s legal Council has reviewed, but not yet approved the contract. The contract is currently being reviewed by the Ames City Attorney and a final draft will be provided at the Transit Board meeting.

The lease rate contained in the agreement is based upon market rates for office space within Ames determined to be between \$6 and \$15 per square foot. This agreement reflects a higher rate for exclusive use of space in the facility and a lower rate for common areas (25% for the restroom area).

ALTERNATIVE:

1. Approve the final draft of the Ames Intermodal Facility Commercial Tenant Lease with Jefferson Partners, contingent upon approval of the contract by Jefferson Partners.
2. Direct staff to renegotiate a lease with Jefferson Partners with board direction on items to be renegotiated.
3. Do not approve a lease with Jefferson Partners for space within the Ames Intermodal Facility.

RECOMMENDATION:

The Transit Director recommends approval of alternative #1 to enter into a contract with Jefferson Lines for space within the Ames Intermodal Facility. One of the two main purposes of the Ames Intermodal Facility was to coordinate transportation services within a single location. This agreement allows for this coordination to happen at a rate that is competitive in the Ames market.

Ames Intermodal Facility Commercial Tenant Lease

1. BASIC PROVISIONS

1.1 Parties: This lease dated for reference purposes only, May, 2012, is made by and between the Ames Transit Agency, as a agency of the City of Ames, Iowa d/b/a Ames Transit Agency (hereinafter referred to as "Landlord") and Jefferson Partners, L.P., d/b/a Jefferson Lines a Delaware Limited Partnership (hereinafter referred to as "Tenant") (collectively the "Parties" or individually a "Party") for the property located at 129 Hayward Avenue (hereinafter referred to as "Intermodal Facility").

1.2 Premises:

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

129 Hayward Avenue, Suite 103
Ames, Iowa 50010
- (d) Hours of Operation: That certain real property for the exclusive or common use of the Tenant will be available for use by the Tenant 24 hours per day, 7 days per week. Tenant will have a company representative on site during times when the Premises are utilized by Tenant or Tenant's clients.

1.3 Term: The term of this Lease commences on July 1, 2012 (hereinafter referred to as "Commencement Date") and ends June 30, 2013 (hereinafter referred to as "Expiration Date") with an option to renew for an additional two (2) years at the expiration of this Lease upon mutual consent of both parties. (See Paragraph 3 for further provisions). If Tenant exercises the said option, then the parties agree to meet no later than six months before the end of said lease commencement/option period and to negotiate in good faith further extensions of this Lease. Any leasehold encumbrance must be approved by the Federal Transit Administration, prior to execution of an agreement or extension of the agreement.

1.4 Rental:

- (a) Base Rent: Tenant shall pay monthly base rent for the Lease Premises equal to \$900.00 per month (the "Monthly Base Rent") plus utilities payable in advance prior to the first day of each month. The first month's rent will be paid upon execution of this Commercial Tenant Lease

Agreement (hereinafter referred to as "Agreement"). To the extent the Term commences on a day other than the first day of the month, the first month's rent shall be prorated accordingly.

- (b) Rent Increases: If contract extensions are approved by both parties, the "Monthly Base Rent" shall increase according to the Producers Price Index (PPI) as referenced in Paragraph (c).
- (c) PPI Adjustments: The PPI Adjustment shall be accomplished through the use of the following procedures:
 - (i) The "Reference Date" shall be the lease Commencement Date. The "Comparison Date" shall be in all instances the last day of the Lease Year immediately preceding the lease Year as to which the PPI Adjustment is to be applicable.
 - (ii) The PPI for Operators and Lessors of Non-Residential Buildings (Base Year 2012 = 100), published by the United State Department of Labor, Bureau of Labor Statistics (the "index"), which is published most immediately preceding the Comparison Date (the "Comparison Index"), shall be compared with the published most immediately preceding the Reference Date (the "Reference Date").
 - (iii) The Monthly Rent for the applicable Lease Year shall be the product that results when the initial Monthly rent specified above is multiplied by a fraction, the numerator of which is the applicable Comparison Index and the denominator of which is the Reference Index. In no event, however, shall the PPI Adjustment be greater than three (3%) with respect to any Lease Year. As soon as the Monthly Rent for the affected lease Year is set, Lessor shall give lessee notice of the amount of the Monthly Rent for the Lease Year.
 - (iv) If the Index is changed so that the Base Year differs from that use as of the lease Commencement Date, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the Lease Term, such other governmental index or computation with which it is replaced shall be used in order to obtain substantially the same results as would be obtained if the Index had not been discontinued or revised.
- (d) Rent Payable: Rent shall be payable to Iowa State University as the Landlord's Management Agency (hereinafter referred to as "Representative") and sent to the following individual and address:

Mr. Mark Miller
Iowa state University
Program Manager I
Armory Building
Ames, Iowa 50011-3034

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

- 1.5 Permitted Use: Operation of a bus terminal and the handling of passengers, baggage and package express by the Tenant and its affiliated or tenant carriers. (See Paragraph 5.1 for further provisions). The Tenant shall have the exclusive right to use the Exclusive Premises for such purposes; however, the use of Common Areas shall be non-exclusive and the Common Area may be used by Landlord for such other purposes it deems appropriate.

2. PREMISES

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

3. TERM

- 3.1 Term: The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.
- 3.2 Extension: If the Lease is still in force and effect, Tenant shall have an annual option(s) of extensions up to a two year period provided Tenant is not, at the date of the election, in default hereunder of such a nature as would allow Landlord to terminate the lease, and further, provide written notice of the election of such option(s) shall be sent to Landlord not less than six (6) months prior to the expiration of the then current Term (original or extended). If said option(s) are duly exercised by Tenant, the Term of this Lease shall be automatically extended for the period of the next ensuring option, without requirement of any further instrument, upon all of the same terms, provision and conditions set forth in the Lease.

In the event the aforesaid option(s) to extend or duly exercise, all references in the Lease to the term hereof, shall be construed to refer to the Original Term hereof, as extended, whether or not specific reference thereto is made in the Lease.

4. REPRESENTATIONS AND WARRANTIES

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

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

5. USE

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

5.2 Hazardous Substances:

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

- (b) Landlord represents and warrant to Tenant that the Premises do not contain any asbestos or hazardous Materials (as defined in herein below) and Landlord is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under or about the premises including, but not limited to, soil and ground water condition.
- (c) The term "Hazardous Material" as here in shall include but not be limited to asbestos, flammable explosives, dangerous substances, pollutants, contaminants, hazardous wastes, toxic substances, and any other chemical, material or related substance exposure to which is prohibited or regulated by any governmental authority having jurisdiction over the Premises, any substances defined as "hazardous substances", "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, by the Superfund Amendments and Reauthorization Act 42 U.S.C. § 9601, et. Seq.; the Hazardous Material Transportation Act, 49 U.S.C. § 1801, et seq.; Clean Air Act 42 U.S.C. § 7901, et seq.; Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.' Clean Water Act, 33 U. S. C. § 1251, et seq.; the laws, regulations or rulings of the state in which the Premises is located or any local ordinance affecting the Premises; or the regulations adopted in publication promulgated pursuant to any of such laws and ordinances.

5.3 Tenant's Compliance with Law: Except as otherwise provided in this Lease, Tenant, shall, at Tenant's sole cost and expense, full, diligently and in a timely manner, comply with all Applicable Law", which term is used in the lease to include all laws, rules, regulations, ordinances, directives, covenants, easements and restrictions of record or permits relating to Tenant's use of the Premises, not in effect or which may hereafter come into effect, and whether or not reflecting a change in policy from any previously existing policy. Tenant shall, within ten (10) days after receipt of Landlord or Landlord's Representative's written request, provide Landlord with copies of all documents and information, including, by not limited to permits, registrations, manifests, applications, reports and certificates, evidencing Tenant's compliance with any Applicable Law, and shall promptly upon receipt, notify Landlord in writing (with copies of any documents involved) of any threatened or actual claim, notice citation, warning complaint or report retaining to or involving failure by Tenant to comply with any Applicable Law.

5.4 Ingress and Egress: Tenant shall have the non-exclusive right of ingress and egress to and from the Premises and shall not be unreasonably restricted in the operation of its motor buses to and from the Premises. Tenant will ingress the Premises from Sheldon Avenue via Lincoln Way and egress the Premises on Hayward Avenue to Lincoln Way. Under no circumstances shall Tenant ingress or egress the Premises on Hayward Avenue south of Chamberlain Street.

6. MAINTENANCE AND REPAIRS; IMPROVEMENTS, ADDITIONS & ALTERATIONS

Tenant shall maintain the Exclusive Premises in a clean and orderly condition. Tenant shall at Tenant's sole cost and expense repair any and all damage done to the Exclusive Premises or Common Areas or the Landlord's adjoining premises, by Tenant's employees, agents, contractors, business invitees, customers and patrons. Landlord shall maintain and promptly make all common area and exterior repairs (including landscaping, snow removal, and common area maintenance), all repairs, replacements or retro-fitting of a permanent character (including, but not limited to, components in the air conditioning, boiler and heating systems, HVAC systems, sprinkler systems, gas lines, electrical and plumbing fixtures and hot water systems, including heaters), and all floors and floor surfaces, driveways, parking lots, bus docks, wall, roof (including water tightness), foundation, footings, Building Systems (as herein defined) and structural repairs, support systems, strengthening, alternations, reconstructions, or additions necessitated by reason of lapse of time,

weakness or decay, insect infestation, or damage to or destruction of the Premises, or to any part thereof, or which may, at any time, be required by any governmental or public authority, except for any damage caused solely by Tenant's negligence. The "Building Systems" shall be construed as the building utility elements essential for Tenant's use and occupancy of the Premises including, but not limited to, such systems as are not readily accessible to Tenant, such as underground water, sewer, electric, and other utility lines and all trash removal related to the Premises. Tenant shall surrender the Premises in as good order, repair and condition as the same were in the commencement of the Term, damage by fire and items covered by extended coverage, insurance, unavoidable casualty, reasonable wear and tear, alternations, improvements and additions made by Tenant and Landlord's failure to repair excepted.

7. INSURANCE INDEMNITY

- 7.1 Property: Landlord is insured against all risks of physical loss or damage to the Premises in the amount of the full replacement cost thereof, against any perils commonly included in a broad form all risk policy, including the classifications of fire, lightning, explosion, vandalism, wind and hail. A copy of Landlord's property policy will be made available at Tenant's request.
- 7.2 Public Liability: Tenant shall maintain, at its sole cost and expense, a comprehensive general liability policy for its Premises, including coverage of contractual liability as respects this Lease, providing a combined single limit of liability of not less than \$1,000,000 per occurrence. Tenant shall furnish a certificate of insurance to Landlord evidencing the aforesaid coverage and naming Landlord as an additional insured. Tenant's failure to maintain and keep in force the required insurance constitutes a material default of this Lease by Tenant and entitles Landlord to the remedies included in Paragraph 11 of this Lease. If cancellation, expiration or any lapse of the required insurance coverage occurs, Tenant will fax a copy of a new certificate of insurance or other document evidencing reinstatement of coverage within five (5) business days to Landlord's Risk Manager at 515-239-5297. Landlord is insured for public liability for any common areas.
- 7.3 Indemnity: Except as otherwise agreed upon herein, each party agrees to indemnify and save the other party harmless from any and all claims, demands, costs and expenses of every kind whatsoever, including reasonable attorney's fees for the defense thereof, arising from the indemnifying party's wrongful act or negligence in or about the Premises. In case of any action or proceeding brought against either party by reason of any such claim, upon notice from such party, the indemnifying party covenants to defend such action or proceeding by counsel reasonably satisfactory to the other party, unless such action or proceeding alleges the joining of concurring wrongful act or negligence of both parties, in which case both parties shall share equally in the defense of such action or proceeding.
- 7.4 Waiver of Subrogation: Landlord and Tenant and all parties claiming under or through them hereby mutually release and discharge each other and the officers, employees, agents, representatives, customers and business visitors of Landlord or Tenant from all claims, losses and liabilities arising from or caused by any injury to persons or property covered by third party insurance, even if caused by the fault or negligence of a released party, but only: (1) in the actual amount and to the extent that insurance proceeds are received by the agreed party from third party insurers, (2) if this provision does not void or render invalid any insurance coverage or policy, (3) if consent to this waiver of subrogation by a third party insurer is given after a request has been made therefore (if required under the terms or such policy in order not to void same) and/or an endorsement to the policy is obtained (if an endorsement can be obtained at no additional cost), and (4) applying, in the case of Tenant, to any amounts in excess of the amount of which Tenant may self-insure.

7.5 Right to Self Insure: Tenant represents to Landlord and Landlord acknowledges that Tenant may self-insure in the ordinary course of its business. Notwithstanding any other provision contained herein to the contrary, the insurance obligations of Tenant set forth in this Paragraph 7 may be satisfied, by endorsement to existing excess/umbrella blanket policies written by companies or recognized standing showing a self-insurance retention of not more than \$3,000,000 per occurrence for automobile liability and general liability insurance coverage; worker's compensation insurance coverage is subject to a \$1,500,000 deductible per occurrence with a deductible of \$100,000 per occurrence for property damage insurance coverage, to the extent required under this Lease.

8. DAMAGE OR DESTRUCTION

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

9. REAL PROPERTY TAXES

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

10. ASSIGNMENT AND SUBLETTING

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

11. DEFAULT; BREACH; REMEDIES

11.1 Default: The occurrence of any of the following events constitutes a material default of this lease by Tenant:

- (a) The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where the failure continues for a period of twenty (20) days after Tenant receives notice thereof from Landlord.
- (b) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than those described in subparagraph (a)

above, where the failure continues for a period of thirty (30) days after Tenant received notice thereof from landlord; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within the thirty (30) day period and thereafter diligently completes the cure.

- (c) The making by Tenant of any general assignment or general arrangement for the benefit of creditors; the filing by Tenant of a petition to have Tenant adjudged a bankrupt; the judicial declaration of Tenant as bankrupt.
- (d) The appointment of a trustee or receiver to take possession of substantially all Tenant's assets located at the Premises or of Tenant's interest in this Lease, if possession is not restored to Tenant within thirty (30) days.
- (e) The attachment, execution or other judicial seizure of substantially all Tenant's assets located at the Premises or of Tenant's interest in this Lease, if the seize is not discharged within thirty (30) days.
- (f) Tenant's action or inaction resulting in a lien being placed on all or part of the Leased Premises, if such lien is not bonded or discharged within thirty (30) days.

11.2 Remedies upon Tenant's Default: In the event of any such material default by Tenant, Landlord may, after giving notice as provided above, enter into the Premises, remove Tenant's property and take and hold possession of the Premises and expel Tenant and pursue those remedies available to Landlord under the laws of the state in which the Premises is located. Landlord shall make reasonable efforts to relet the premises or any part thereof in order to mitigate any damages resulting from Tenant's default.

11.3 Default by Landlord: Landlord shall not be in default unless Landlord or its Representative fails to perform any covenants, terms, provisions, agreements or obligations required of the Landlord within a reasonable time, but in no event later than thirty (30) days after notice by Tenant to Landlord; provided that if the nature of Landlord's obligation is such that more than thirty (30) days are reasonably required for performance, then Landlord shall not be in default if Landlord or its Representative commences performance within the thirty (30) day period and thereafter diligently completes performance.

11.4 Remedies upon Landlord's Default: If Landlord defaults in the performance of any of the obligations or conditions required to be performed by Landlord or its Representative under this Lease, Tenant may, after giving notice as provided above, either cure the default and deduct the cost thereof from rent subsequently becoming due hereafter, or elect to terminate this lease upon giving thirty (30) days notice to landlord of its intention to do so. In that event, this lease shall terminate upon the date specified in the notice, unless Landlord has meanwhile cured the default to the satisfaction of Tenant. In the event that any representations and warranties set forth in this lease (including but not limited to those set forth in Paragraph 4 herein) shall cease to be the case, and if Landlord shall have failed to commence to cure within sixty (60) days after notice from Tenant and thereafter diligently completes the cure of the same, then, except as specifically provided elsewhere in this Lease, Tenant shall have the right to terminate this Lease upon notice to Landlord. Tenant may also pursue those remedies available to it under the laws of the state in which the Premises are located.

12. SEVERABILITY

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

13. CONDITIONS PRECEDENT

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

14. TIME OF ESSENCE

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

15. RENT DEFINED

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

16. NO PRIOR OR OTHER AGREEMENTS

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

17. NOTICES

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

Landlord	Representative	Tenant
Sheri Kyras	Mark Miller	
Transit Director	Program Manager I	
Ames Transit Agency	Iowa State University	
1700 University Blvd.	Room 27, Armory Bldg.	
Ames, Iowa 50010	Ames, Iowa 50011	

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

Service or courier. If notice is received on a Sunday or legal Holiday, it shall be deemed received on the next business day.

18. WAIVERS

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

19. HOLDOVER

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

20. CUMULATIVE REMEDIES

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

21. COVENANTS AND CONDITIONS

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

22. BINDING EFFECT; CHOICE OF LAW

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

23. ATTORNEY'S FEES

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

or defense. The attorney's fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorney's fees reasonably incurred.

24. LANDLORD'S ACCESS; REPAIRS

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

25. SIGNS

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

26. QUIET POSSESSION

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

27. PERFORMANCE UNDER PROTEST

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

28. AUTHORITY

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

29. CONFLICT

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

30. OFFER

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

31. AMENDMENTS

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

32. MULTIPLE PARTIES

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

33. NO INTERPRETATION AGAINST DRAFTER

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

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

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

**For City of Ames d/b/a
Ames Transit Agency:**

**For Jefferson Partners, L.P. d/b/a
Jefferson Lines:**

Ann H. Campbell, Mayor

Date: _____

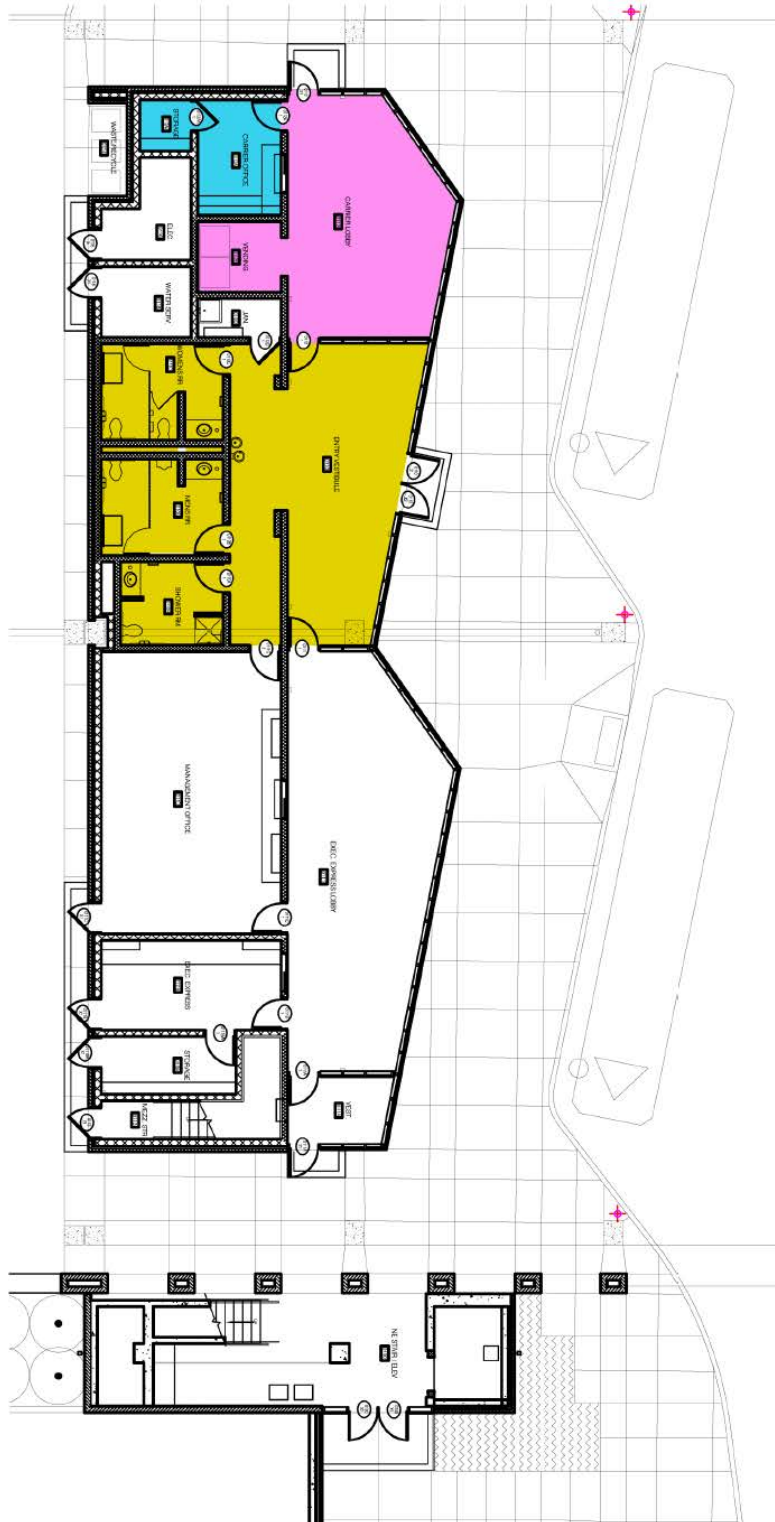
Date: _____

EXHIBIT A-1

Exhibit A-1

Key

- Carrier Office
- Carrier Lobby
- Entry Vestibule/Restrooms/Showers



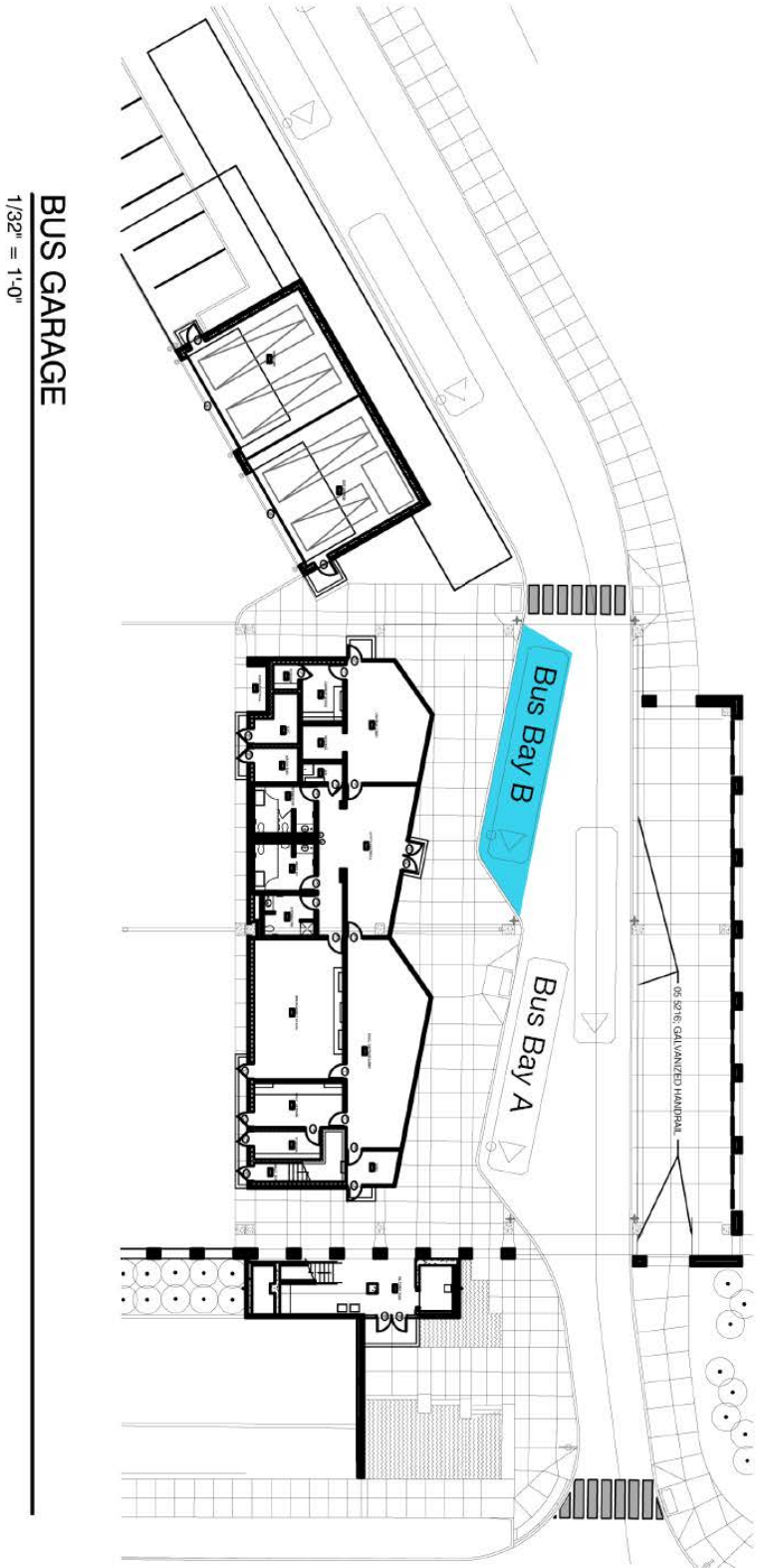
TRANSIT TERMINAL - MAIN LEVEL PLAN
1/16" = 1'-0"

EXHIBIT A-2

Exhibit A-2

Key

■ Bus Bay B



CITY OF AMES, Iowa

MEMO TO: Ames Transit Board of Trustees
FROM: Sheri Kyras
DATE: May 10, 2012
SUBJECT: Ames Intermodal Facility - Executive Express

BACKGROUND: Under the approved Intermodal Facility operating agreement between the City of Ames and Iowa State University, CyRide staff is charged with negotiating leases for the terminal area of the building. Over the last six months, staff has worked with the Federal Transit Administration, legal staff and the carriers to develop these agreements. The 2012-2013 operating budget for the facility includes \$900/month in revenue from leased space in the terminal building. With the facility scheduled to be substantially completed on June 1, 2012 with landscaping, punch list items and LEED commissioning to be completed after that date, a July 1, 2012 lease date was established for tenants.

INFORMATION: Currently, Executive Express' Ames office is located in east Ames. With the completion of the facility, they have indicated an interest in relocating their office to the new facility. In preparing for this location transfer, an Intermodal Facility lease agreement was developed to document the terms of Executive Express' use of the new facility. The attached document delineates the arrangement with Executive Express and is generally described below.

1. Basic Provisions –

- Official designation of the parties to the agreement
- Definition of exclusive and common areas as well as the address and suite number
- Facility is available 24/7
- Lease starts on July 1, 2012 and expires June 30, 2013 with the renewal option of two additional years (Discussions about the renewal would start in January of each year.)
- \$1,000.00 per month lease rate plus utilities with Producer's Price Index used to calculate the increase if renewals are desired. Rent would be paid to ISU's Parking Division Manager.

2. Premises – That the estimated square footage determines the rent, that the tenant is responsible for furnishings and that alterations must be approved by ISU' Parking Division Manager.

3. **Term** - Original year plus two extensions are possible. If extensions are taken, all original terms of the agreement still are in force.
4. **Representations and Warranties** -
 - CyRide/City is the sole owner of the facility and has the right to enter into the agreement
 - That there are no planned widening of streets in the vicinity
 - That there is no condemnation, eminent domain issues, lawsuits or mechanical problems with the facility and that there are no other agreements that would impact their business.
5. **Use** –
 - That they will use the facility for its intended purpose
 - That there are no hazardous materials, asbestos or environmental issues that would impact their business
 - That it will comply with any future laws that impact use of the space
 - That it will provide documents as requested within 10 days after receipt
 - That it will notify CyRide if there is any pending legal action against their Company
 - It will enter the facility from Sheldon Ave. and exit on Hayward Ave. to Lincolnway
6. **Maintenance and Repairs: Improvements, Additions and Alterations** – Executive Express will keep the facility clean and orderly, that it will repair, at its cost, any damage created by its employees or customers.
7. **Insurance and Indemnity** –
 - CyRide/City of Ames is insured against all risk for full replacement cost
 - Executive Express will have a comprehensive general liability policy for its premises of single limit liability of \$1 million per occurrence, provide a certificate of insurance to CyRide and a new one upon its expiration, and that, not maintaining this insurance is a material default of the contract
 - Each party indemnifies the other for actions of negligence or wrongful acts of its employees and that Executive Express/CyRide will provide their own legal counsel to defend against a claim filed against their firm/agency.
 - Each party agrees to discharge the other from claims, losses and liabilities covered under third party insurance. This provision delineates the situations under which this could occur.
 - Executive Express can self-insure for auto and general liability, workers compensation, and property damage. The agreement lists the amounts required for a self-insurance retention.
8. **Damage or Destruction** – If the facility is damaged or destroyed, Executive Express will repair or restore the premises with reasonable promptness and diligence. Rent will be abated during this time period. If CyRide does not start repairs within 30 days or is not completed within 90 days, the lease can be terminated.
9. **Real Property Taxes** – CyRide will pay any real estate taxes due.

10. **Assignment and Subletting** – Executive Express may not sublease the space without written approval from CyRide and can only be subleased to an Over-The Road carrier.
11. **Default; Breach; Remedies** –
 - Lists events that would constitute a default: Non-payment of rent, not abiding by lease agreement, subleasing space without approval, receivership, seizure of assets, liens.
 - CyRide has the right to remove Executive Express’s property; control the leased space and can relet the space.
 - CyRide defaults if, upon notify by the Executive Express, it fails to meet any terms of the contract within 30 days unless the remedy would take longer than 30 days.
The contract lists the remedies for the tenant – cure the default itself and deduct cost from rent or terminate the lease.
12. **Severability** – The invalidity of a lease provision does not affect the remainder of the contract.
13. **Conditions Precedent** – Contract obligations do not start until CyRide receives a certificate of occupancy. If this is not received by August 1, 2012, Executive Express can terminate the contract.
14. **Time of Essence** – Contract obligations must be addressed as quickly as possible.
15. **Rent Defined** – All monetary obligations in the contract are defined as rent.
16. **No Prior or Other Agreements** – The contract is the entire agreement.
17. **Notices** – All notices to either party must be in writing and delivered to the individuals identified in the agreement.
18. **Waivers** – If CyRide waives a default of the contract, this does not mean other defaults are waived. Also, acceptance of rent does not waive the default.
19. **Holdover** – If the contract expires and tenant remains, a month-to-month rent can be charged.
20. **Cumulative Remedies** – Remedies can be cumulative.
21. **Covenants and Conditions** – All contract provisions are both covenant and conditions.
22. **Binding Effect; Choice of Law** – Binding on all successors or representatives and any possible litigation will be in Story County.
23. **Attorney’s Fees** – If litigation occurs, the prevailing party is entitled to reasonable attorney’s fees.
24. **Landlord’s Access; Repairs** – CyRide or ISU Parking Division can enter Executive Express’s space for reasons listed.
25. **Signs** – Executive Express can put signs in the facility with permission of CyRide.
26. **Quiet Possession** – If Executive Express abides by the terms of the contract, CyRide will not interfere with its business.
27. **Performance Under Protest** – Executive Express can pay rent under protest and file suit to recover the full amount.
28. **Authority** – Executive Express confirms that its representative is authorized to sign the lease.
29. **Conflict** – Handwritten/typewritten changes prevail over the printed version of the contract.

30. **Offer** – The contract is not binding until all parties have signed the agreement.
31. **Amendments** – Requires written amendments with all parties signing.
32. **Multiple Parties** – If more than one contact is identified for a party, the actions of one bind the other.
33. **No Interpretation Against Drafter** – It is a legally binding document and each party has consulted with legal counsel; however, CyRide’s crafting of the contract provisions does not mean that it is binding and an attorney has drafted its terms.

The agreement has been reviewed and approved by the City of Ames legal Counsel and Risk Manager, and Executive Express’s owner and legal counsel. It has been sent to the Federal Transit Administration’s (FTA) legal counsel for review and approval; however, no significant changes are expected as it is in the same format as the Jefferson lease, which has been approved by FTA’s legal counsel. The contract is currently being reviewed by the Ames City Attorney and a final draft will be provided at the Transit Board meeting.

The lease rate contained in the agreement is based upon market rates for office space within Ames determined to be between \$6 and \$15 per square foot. This agreement reflects a higher rate for exclusive use of space in the facility and a lower rate for common areas (25% for the restroom area).

ALTERNATIVE:

1. Approve the final draft of the Ames Intermodal Facility Commercial Tenant Lease with Executive Express, contingent upon receipt of a signed copy from Executive Express.
2. Direct staff to renegotiate a lease with Executive Express with board direction on items to be renegotiated.
3. Do not approve a lease with Executive Express for space within the Ames Intermodal Facility.

RECOMMENDATION:

The Transit Director recommends approval of alternative #1 to enter into a contract with Executive Express for space within the Ames Intermodal Facility. One of the two main purposes of the Ames Intermodal Facility was to coordinate transportation services within a single location. This agreement allows for this coordination to happen at a rate that is competitive in the Ames market.

Ames Intermodal Facility Commercial Tenant Lease

1. BASIC PROVISIONS

1.1 Parties: This lease dated for reference purposes only, May, 2012, is made by and between the Ames Transit Agency, as a agency of the City of Ames, Iowa d/b/a Ames Transit Agency (hereinafter referred to as "Landlord") and Executive Express (hereinafter referred to as "Tenant") (collectively the "Parties" or individually a "Party") for the property located at 129 Hayward Avenue (hereinafter referred to as "Intermodal Facility").

1.2 Premises:

(a) Exclusive Premises: That certain real property for the exclusive use of Tenant, consisting of approximately 310 square feet of floor space in the Executive Express office area, and 1,620 square feet of vehicle garage including all improvements therein, and more particularly described on Exhibit "A-1" and Exhibit "A-2" (hereinafter referred to as "Exclusive Premises").

(b) Common Areas: That certain real property for the common use of the Landlord, Tenant and other tenants of Landlord, consisting of approximately 705 square feet of Executive Express lobby area adjacent to Tenant office and 1,042 square feet of floor space in the central entry vestibule/men's and women's restrooms/shower area, and approximately 612 square feet of Bus Bay "A", including all improvements therein or to be provided by Landlord under the terms of this Lease, and more particularly illustrated in Exhibit "A-2" (herein referred to as "Common Areas").

(c) Address: The legal address of the exclusive premises is as follows:

129 Hayward Avenue, Suite 101
Ames, Iowa 50010

(d) Hours of Operation: That certain real property for the exclusive or common use of the Tenant will be available for use by the Tenant 24 hours per day, 7 days per week. Tenant will have a company representative on site during times when the Premises are utilized by Tenant or Tenant's clients.

1.3 Term: The term of this Lease commences on July 1, 2012 (hereinafter referred to as "Commencement Date") and ends June 30, 2013 (hereinafter referred to as "Expiration Date") with an option to renew for an additional two (2) years at the expiration of this Lease upon mutual consent of both parties. (See Paragraph 3 for further provisions). If Tenant exercises the said option, then the parties agree to meet no sooner than six months before the end of said Lease commencement/option and to negotiate in good faith further extensions of this Lease. Any leasehold encumbrance must be approved by the Federal Transit Administration, prior to execution of an agreement or extension of the agreement.

1.4 Rental:

- (a) Base Rent: Tenant shall pay monthly base rent for the Lease Premises equal to \$1,000 per month (the "Monthly Base Rent") plus utilities payable in advance prior to the first day of each month. The first month's rent will be paid upon execution of this Commercial Tenant Lease Agreement (hereinafter referred to as "Agreement"). To the extent the Term commences on a day other than the first day of the month, the first month's rent shall be prorated accordingly.
- (b) Rent Increases: If contract extensions are approved by both parties, the "Monthly Base Rent" shall increase according to the Producers price Index (PPI) as referenced in Paragraph (c).
- (c) PPI Adjustments: The PPI Adjustment shall be accomplished through the use of the following procedures:
- (i) The "Reference Date" shall be the lease Commencement Date. The "Comparison Date" shall be in all instances the last day of the Lease Year immediately preceding the lease Year as to which the PPI Adjustment is to be applicable.
 - (ii) The PPI for Operators and Lessors of Non-Residential Buildings (Base Year 2012 = 100), published by the United State Department of Labor, Bureau of Labor Statistics (the "index"), which is published most immediately preceding the Comparison Date (the "Comparison Index"), shall be compared with the published most immediately preceding the Reference Date (the "Reference Date").
 - (iii) The Monthly Rent for the applicable Lease Year shall be the product that results when the initial Monthly rent specified above is multiplied by a fraction, the numerator of which is the applicable Comparison Index and the denominator of which is the Reference Index. In no event, however, shall the PPI Adjustment be greater than three (3%) with respect to any Lease Year. As soon as the Monthly Rent for the affected lease Year is set, Lessor shall give lessee notice of the amount of the Monthly Rent for the Lease Year.
 - (iv) If the Index is changed so that the Base Year differs from that use as of the lease Commencement Date, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the Lease Term, such other governmental index or computation with which it is replaced shall be used in order to obtain substantially the same results as would be obtained if the Index had not been discontinued or revised.
- (d) Rent Payable: Rent shall be payable to Iowa State University as the Landlord's Management Agency (hereinafter referred to as "Representative") and sent to the following individual and address:

Mr. Mark Miller
Iowa state University
Program Manager I
Armory Building
Ames, Iowa 50011-3034

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

- 1.5 Permitted Use: Operation of a bus terminal and the handling of passengers, baggage and package express by the Tenant and its affiliated or tenant carriers. (See Paragraph 5.1 for further provisions). The Tenant shall have the exclusive right to use the Exclusive Premises for such purposes; however, the use of Common Areas shall be non-exclusive and the Common Area may be used by Landlord for such other purposes it deems appropriate.
- 1.6 Parking Spaces: Included in the lease of the Premises, at no additional cost, is two parking spaces. These spaces will be identified in writing by the Representative annually and will be subject to change upon written notification by the Representative.

2. PREMISES

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

3. TERM

- 3.1 Term: The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.
- 3.2 Extension: If the Lease is still in force and effect, Tenant shall have an annual option(s) of extensions(s) up to a two year period provided Tenant is not, at the date of the election, in default hereunder of such a nature as would allow Landlord to terminate the lease, and further, provide written notice of the election of such option(s) shall be sent to Landlord not less than six (6) months prior to the expiration of the then current Term (original or extended). If said option(s) are duly exercised by Tenant, the Term of this Lease shall be automatically extended for the period of the next ensuring option, without requirement of any further instrument, upon all of the same terms, provision and conditions set forth in the Lease.

In the event the aforesaid option(s) to extend or duly exercise, all references in the Lease to the term hereof, shall be construed to refer to the Original Term hereof, as extended, whether or not specific reference thereto is made in the Lease.

4. REPRESENTATIONS AND WARRANTIES

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

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

5. USE

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

5.2 Hazardous Substances:

- (a) Tenant will comply with all environmental laws during the term of the Lease and agrees to

indemnify, defend and hold the Landlord harmless from and against any and all loss, damage, liability and expense (including reasonable attorney's fees) that the Landlord may incur as a result of any claim, demand or action related to environmental condition as a result of their use of the Premises.

- (b) Landlord represents and warrant to Tenant that the Premises do not contain any asbestos or hazardous Materials) as defined in herein below) and Landlord is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under or about the premises including, but not limited to, soil and ground water condition.
- (c) The term "Hazardous Material" as here in shall include but not be limited to asbestos, flammable explosives, dangerous substances, pollutants, contaminants, hazardous wastes, toxic substances, and any other chemical, material or related substance exposure to which is prohibited or regulated by any governmental authority having jurisdiction over the Premises, any substances defined as "hazardous substances", "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, by the Superfund Amendments and Reauthorization Act 42 U.S.C. § 9601, et. Seq.; the Hazardous Material Transportation Act, 49 U.S.C. § 1801, et seq.; Clean Air Act 42 U.S.C. § 7901, et seq.; Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.' Clean Water Act, 33 U. S. C. § 1251, et seq.; the laws, regulations or rulings of the state in which the Premises is located or any local ordinance affecting the Premises; or the regulations adopted in publication promulgated pursuant to any of such laws and ordinances.

5.3 Tenant's Compliance with Law: Except as otherwise provided in this Lease, Tenant, shall, at Tenant's sole cost and expense, full, diligently and in a timely manner, comply with all Applicable Law", which term in used in the lease to include all laws, rules, regulations, ordinances, directives, covenants, easements and restrictions of record or permits relating to Tenant's use of the Premises, not in effect or which may hereafter come into effect, and whether or not reflecting a change in policy from any previously existing policy. Tenant shall, within ten (10) days after receipt of Landlord or Landlord's Representative's written request, provide Landlord with copies of all documents and information, including, by not limited to permits, registrations, manifests, applications, reports and certificates, evidencing Tenant's compliance with any Applicable Law, and shall promptly upon receipt, notify Landlord in writing (with copies of any documents involved) of any threatened or actual claim, notice citation, warning complaint or report retaining to or involving failure by Tenant to comply with any Applicable Law.

5.4 Ingress and Egress: Tenant shall have the non-exclusive right of ingress and egress to and from the Premises and shall not be unreasonably restricted in the operation of its motor buses to and from the Premises. Tenant will ingress the Premises from Sheldon Avenue via Lincoln Way and egress the Premises on Hayward Avenue to Lincoln Way. Under no circumstances shall Tenant ingress or egress the Premises on Hayward Avenue south of Chamberlain Street.

6. MAINTENANCE AND REPAIRS; IMPROVEMENTS, ADDITIONS & ALTERATIONS

Tenant shall maintain the Exclusive Premises in a clean and orderly condition. Tenant shall at Tenant's sole cost and expense repair any and all damage done to the Exclusive Premises or Common Areas or the Landlord's adjoining premises, by Tenant's employees, agents, contractors, business invitees, customers and patrons. Landlord shall maintain and promptly make all common area and exterior repairs (including landscaping, snow removal, and common area maintenance), all repairs, replacements or retro-fitting of a

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

7. INSURANCE INDEMNITY

- 7.1 Property: Landlord is insured against all risks of physical loss or damage to the Premises in the amount of the full replacement cost thereof, against any perils included in a broad form all risk policy, including the classifications of fire, lightning, explosion, vandalism, wind and hail. A copy of Landlord's property policy will be made available at Tenant's request.
- 7.2 Public Liability: Tenant shall maintain, at its sole cost and expense, a comprehensive general liability policy for its Premises, including coverage of contractual liability as respects this Lease, providing a combined single limit of liability of not less than \$1,000,000 per occurrence. Tenant shall furnish a certificate of insurance to Landlord evidencing the aforesaid coverage and naming Landlord as an additional insured. Tenant's failure to maintain and keep in force the required insurance constitutes a material default of the Lease by Tenant and entitles Landlord to the remedies included in Paragraph 11 of this Lease. If cancellation, expiration or any lapse of the required insurance coverage occurs, Tenant will fax a copy of a new certificate of insurance or other document evidencing reinstatement of the coverage within five (5) business days to Landlord's Risk Manager at 515-239-5297. Landlord is insured for public liability for any common areas.
- 7.3 Indemnity: Except as otherwise agreed upon herein, each party agrees to indemnify and save the other party harmless from any and all claims, demands, costs and expenses of every kind whatsoever, including reasonable attorney's fees for the defense thereof, arising from the indemnifying party's wrongful act or negligence in or about the Premises. In case of any action or proceeding brought against either party by reason of any such claim, upon notice from such party, the indemnifying party covenants to defend such action or proceeding by counsel reasonably satisfactory to the other party, unless such action or proceeding alleges the joining of concurring wrongful act or negligence of both parties, in which case both parties shall share equally in the defense of such action or proceeding.
- 7.4 Waiver of Subrogation: Landlord and Tenant and all parties claiming under or through them hereby mutually release and discharge each other and the officers, employees, agents, representatives, customers and business visitors of Landlord or Tenant from all claims, losses and liabilities arising from or caused by any injury to persons or property covered by third party insurance, even if caused by the fault or negligence of a released party, but only: (1) in the actual amount and to the extent that insurance proceeds are received by the agreed party from third party insurers, (2) if this provision does not void or render invalid any insurance coverage or policy, (3) if consent to this waiver of subrogation by a third party insurer is given after a request has been made therefore (if required

under the terms or such policy in order not to void same) and/or an endorsement to the policy is obtained (if an endorsement can be obtained at no additional cost), and (4) applying, in the case of Tenant, to any amounts in excess of the amount of which Tenant may self-insure.

- 7.5 Right to Self Insure: Tenant represents to Landlord and Landlord acknowledges that Tenant may self-insure in the ordinary course of its business. Notwithstanding any other provision contained herein to the contrary, the insurance obligations of Tenant set forth in this Paragraph 7 may be satisfied, by endorsement to existing excess/umbrella blanket policies written by companies or recognized standing showing a self-insurance retention of not more than \$3,000,000 per occurrence for automobile liability and general liability insurance coverage; worker's compensation insurance coverage is subject to a \$1,500,000 deductible per occurrence with a deductible of \$100,000 per occurrence for property damage insurance coverage, to the extent required under this Lease.

8. DAMAGE OR DESTRUCTION

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

9. REAL PROPERTY TAXES

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

10. ASSIGNMENT AND SUBLETTING

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

11. DEFAULT; BREACH; REMEDIES

- 11.1 Default: The occurrence of any of the following events constitutes a material default of this lease by Tenant:

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

11.2 Remedies upon Tenant's Default: In the event of any such material default by Tenant, Landlord may, after giving notice as provided above, enter into the Premises, remove Tenant's property and take and hold possession of the Premises and expel Tenant and pursue those remedies available to Landlord under the laws of the state in which the Premises is located. Landlord shall make reasonable efforts to relet the premises or any part thereof in order to mitigate any damages resulting from Tenant's default.

11.3 Default by Landlord: Landlord shall not be in default unless Landlord or its Representative fails to perform any covenants, terms, provisions, agreements or obligations required of the Landlord within a reasonable time, but in no event later than thirty (30) days after notice by Tenant to Landlord; provided that if the nature of Landlord's obligation is such that more than thirty (30) days are reasonably required for performance, then Landlord shall not be in default if Landlord or its Representative commences performance within the thirty (30) day period and thereafter diligently completes performance.

11.4 Remedies upon Landlord's Default: If Landlord defaults in the performance of any of the obligations or conditions required to be performed by Landlord or its Representative under this Lease, Tenant may, after giving notice as provided above, either cure the default and deduct the cost thereof from rent subsequently becoming due hereafter, or elect to terminate this lease upon giving thirty (30) days notice to landlord of its intention to do so. In that event, this lease shall terminate upon the date specified in the notice, unless Landlord has meanwhile cured the default to the satisfaction of Tenant. In the event that any representations and warranties set forth in this lease (including but not limited to those set forth in Paragraph 4 herein) shall cease to be the case, and if Landlord shall have failed to commence to cure within sixty (60) days after notice from Tenant and thereafter diligently completes

the cure of the same, then, except as specifically provided elsewhere in this Lease, Tenant shall have the right to terminate this Lease upon notice to Landlord. Tenant may also pursue those remedies available to it under the laws of the state in which the Premises are located.

12. SEVERABILITY

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

13. CONDITIONS PRECEDENT

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

14. TIME OF ESSENCE

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

15. RENT DEFINED

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

16. NO PRIOR OR OTHER AGREEMENTS

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

17. NOTICES

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

Landlord	Representative	Tenant
Sheri Kyras	Mark Miller	
Transit Director	Program Manager I	
Ames Transit Agency	Iowa State University	
1700 University Blvd.	Room 27, Armory Bldg.	
Ames, Iowa 50010	Ames, Iowa 50011	

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

18. WAIVERS

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

19. HOLDOVER

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

20. CUMULATIVE REMEDIES

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

21. COVENANTS AND CONDITIONS

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

22. BINDING EFFECT; CHOICE OF LAW

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

23. ATTORNEY'S FEES

If any Party brings an action or proceeding to enforce the terms hereof declare rights hereunder, the Prevailing party (as herein defined) in any such proceeding, action or appeal thereon, shall be entitled to reasonable attorney's fees. Such fees may be awarded in the same suit or recovered in a separate suit,

whether or not such action or proceeding is pursued to decision or judgment. The term, "Prevailing party" shall include without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment or the abandonment by the other Party of this claim or defense. The attorney's fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorney's fees reasonably incurred.

24. LANDLORD'S ACCESS; REPAIRS

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

25. SIGNS

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

26. QUIET POSSESSION

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

27. PERFORMANCE UNDER PROTEST

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

28. AUTHORITY

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

29. CONFLICT

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

30. OFFER

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

31. AMENDMENTS

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

32. MULTIPLE PARTIES

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

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

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

**For City of Ames d/b/a
Ames Transit Agency:**

For Executive Express:

Ann H. Campbell, Mayor

Larry Logeman, Owner

Date:_____

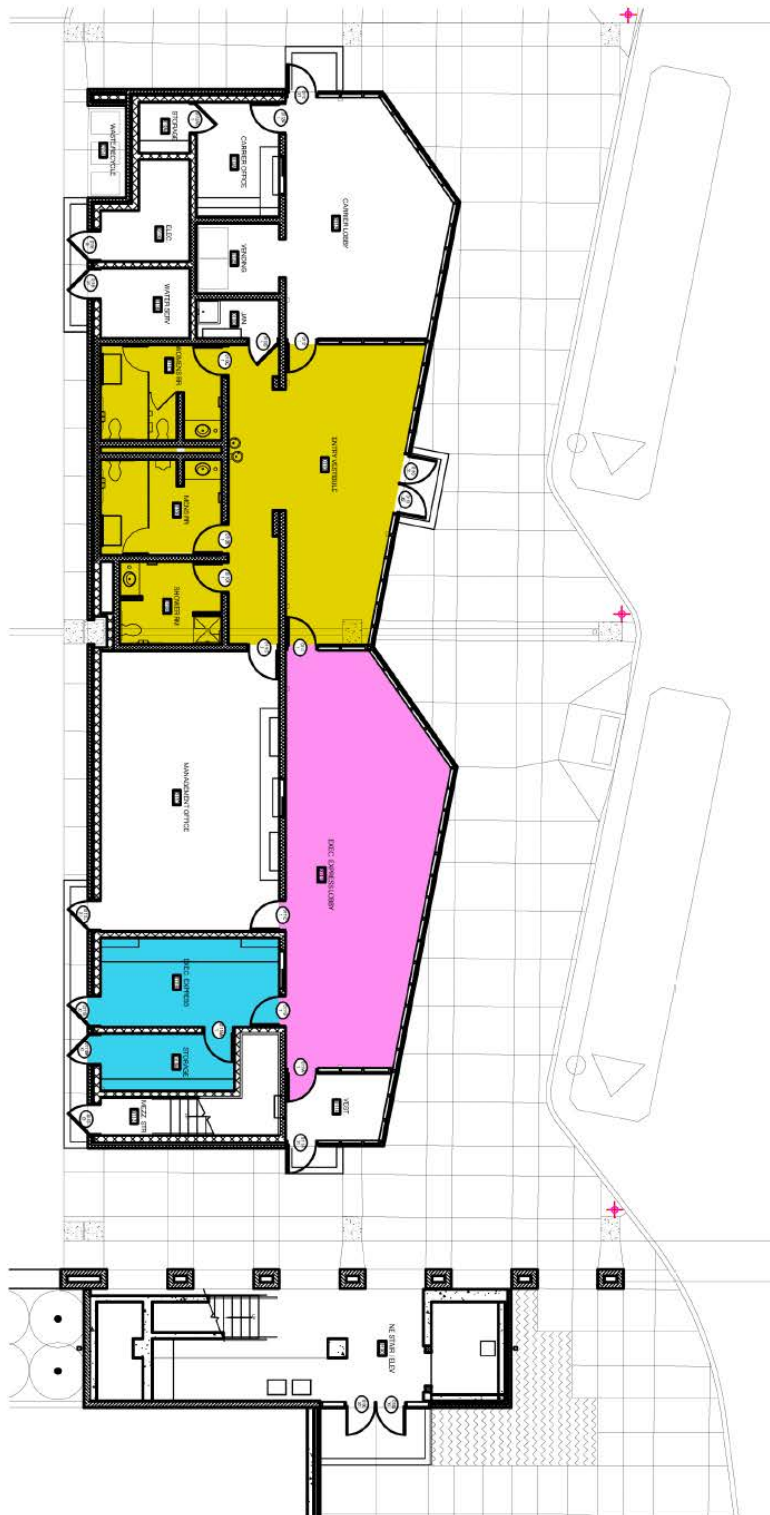
Date:_____

EXHIBIT A-1

Exhibit A-1

Key

- Executive Express Office
- Executive Express Lobby
- Entry Vestibule/Restrooms/Showers



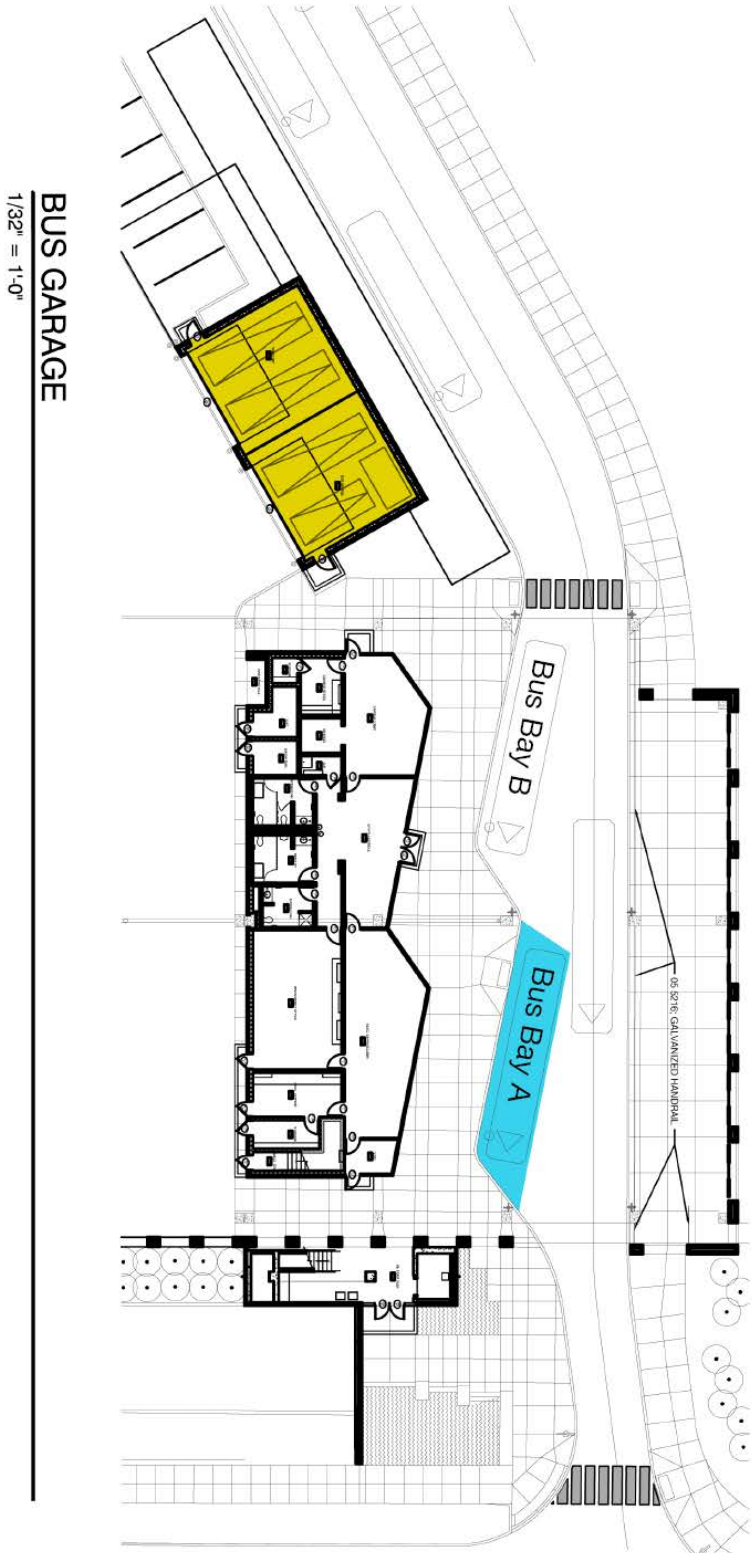
TRANSIT TERMINAL - MAIN LEVEL PLAN
1/16" = 1'-0"

EXHIBIT A-2

Exhibit A-2

Key

- Bus Bay A
- Vehicle Garage



CITY OF AMES, Iowa

MEMO TO: Ames Transit Board of Trustees
FROM: Sheri Kyras
DATE: May 10, 2012
SUBJECT: Property Insurance for Buses in Facility

BACKGROUND: A few months ago, the City of Ames Risk Manager discovered that there was a gap in CyRide's insurance coverage. While, CyRide's property and contents were covered by FM Global, this premium does not extend to vehicles parked inside or on the premises of the facility. Likewise, CyRide's vehicle insurer, ICAP, does not cover vehicles for physical damage, only liability, because the physical damage exposure to a single bus while operating is considered low. Therefore, if a fire or other catastrophic event occurred when vehicles are parked inside or on the premises of the facility, these vehicles would not be covered by insurance for their replacement. Currently, CyRide vehicles (buses, cars and service trucks) are estimated at a value of \$28 million (new replacement cost).

INFORMATION: Since the discovery of the insurance gap, the City's Risk Manager has received quotes for vehicle coverage in the facility. Two annual premium deductibles have been offered as follows:

- **\$100,000 deductible** - \$24,630 annually (\$2,052 per month)
- **\$250,000 deductible** - \$19,700 annually (\$1,642 per month)

The valuation is for "repair or replace" with a not-to-exceed actual cash value. If a bus was repairable, the coverage would pay its repair bill. If it was not repairable, a new unit of like kind or near equivalent (based on availability) would be purchased up to the original price of the vehicle. There was significant discussion regarding the meaning of the valuation as CyRide has a number of very old vehicles that could not be replaced with a like kind vehicle. Staff is comfortable with the clarification of this item being "based on availability".

In discussions with the Risk Manager, he recommends the purchase of the higher deductible of \$250,000 as the risk of a catastrophic event of this nature is very low. However, if it does occur, the potential severity is very high, requiring consideration of this coverage. The above estimates may change as the City of Ames is currently in the process of bidding its insurance.

As this gap was identified after the 2012-2013 Transit Board's budget approval in January, this expense was not included in the budget and would represent an additional cost next fiscal year, as well as 1-2 months expense in the current fiscal year, 2011-2012.

ALTERNATIVES:

1. Approve the purchase of insurance for vehicles parked inside or on the premises of CyRide's facility at a \$250,000 deductible level.
2. Approve the purchase of insurance for vehicles parked inside or on the premises of CyRide's facility at a \$100,000 deductible level.
3. Table the purchase of insurance for vehicles parked inside or on the premises of CyRide's facility until new insurance quotes are received, making it effective July 1, 2012.
4. Do not insure CyRide vehicles when parked inside CyRide's facility.

RECOMMENDATION:

The Transit Director recommends approval of alternative #1 to adequately protect its assets from a catastrophic loss. With a closing balance annually exceeding \$500,000, a onetime expense of this nature (\$250,000) could be absorbed within the budget and its likelihood of happening so low that this seems to be an adequate level of coverage for the potential loss. Once new insurance quotes are received in June, this decision can be revisited if the dollars are significantly different than the current quotes received. However, due to the severity of the loss, the Transit Director believes that this insurance should be purchased prior to July 1, 2012.

CITY OF AMES, Iowa

MEMO TO: Ames Transit Board of Trustees

FROM: Sheri Kyras

DATE: May 10, 2012

SUBJECT: 2012-2013 Dial-A-Ride Contracts

BACKGROUND: In the fall of 2011, CyRide’s current Dial-A-Ride (DAR) service provider notified the transit system of its interest to terminate this service contract, citing a belief that the contract revenues were not covering expenses. After analysis of their costs and the revenue generated under the DAR contract, it was determined that this contract was generating sufficient revenue to cover their expenses for overhead and direct operation of service. As a result, the provider agreed to continue its service operation under the existing contract through the end of the fiscal year – June 30, 2012. However, they indicated at that time that they were not interested in providing service past this date. As a result, the Transit Board of Trustees in January 2012 formally took action to terminate the five-year agreement as of June 30, 2012. This action allowed CyRide to release a Request for Proposal for Dial-A-Ride services to begin operating on July 1, 2012. At that time, four agencies had indicated an interest in potentially providing DAR service for CyRide.

A Request for Proposal was released on January 31, 2012, with proposals due on March 1, 2012. During the proposal phase, a request for a 30-day extension for proposal submittals was received from the Heart of Iowa Regional Transit Authority (HIRTA). This extension was granted and a new submittal date of March 31, 2012 was established. On March 31, 2012, no proposals were received for the operation of Dial-A-Ride service.

Upon further investigation as to why no proposals were received, it was discovered that HIRTA had indicated that it was a timing issue for their agency; however, believed that combining Story County and DAR service would benefit everyone. As a result, the HIRTA Executive Director asked the executive committee of the HIRTA Board of Directors (Wayne Clinton from Story County, Bill Lusher from Boone County and Steve Wilson from Warren County) to meet with CyRide staff and herself on Friday, April 6, 2012. Based upon a positive conversation at this meeting, a full presentation was provided to the HIRTA Board of Director’s at their April 26th meeting. While the discussions were positive, the HIRTA Board of Directors ultimately tabled action on DAR service until contracts were developed and reviewed by their attorney and board members.

INFORMATION: Since the April 26th HIRTA meeting, CyRide staff has developed the attached two contracts for review by CyRide’s Board of Trustees, HIRTA’s Board of Directors, attorneys for both organizations and the Iowa DOT. The format of the contracts compiles with the Iowa DOT’s required service contracts. The contracts included have been reviewed by staff of both CyRide and HIRTA, by the Iowa DOT as well as the City’s Risk Manager and City Attorney and reflect text that fulfills the three organization’s needs.

CyRide would be entering into 28E Agreements with HIRTA for the provision of service and use of one vehicle. The important clauses contained in the two contracts are as follows:

Purchase of Service Contract

1. **Purpose and Timeframe** – Three year contract with annual renewals upon mutual agreement of both parties prior to 90 days before contract expiration.
2. **Description of Service** – Basic description of the Dial-A-Ride service hours, days, type of service, fare structure, etc. This section is based on Iowa DOT required language as well as language in CyRide’s Request For Proposal for this service.
3. **Vehicle Responsibilities** – Lists HIRTA vehicles that will carry DAR passengers as well as the bus CyRide will lease to HIRTA for DAR service. It also includes how the CyRide vehicle can and cannot be used, for example, not for school transportation.
4. **Operations Responsibilities** – This section discusses how HIRTA will manage the service such as drivers will have Commercial Driver’s Licenses, it will have a drug and alcohol program, be required to schedule and dispatch service, etc.
5. **Other HIRTA Responsibilities** – Lists other responsibilities of the organization such as records inspections, billings, audits, etc.
6. **Other CyRide Responsibilities** – Lists what responsibilities CyRide will provide such as holding HIRTA harmless from losses as a result of CyRide employee’s actions or that CyRide sets fares and other policy issues.
7. **Compensation** – The rates have been set to reflect the 2012-2013 rates that had been reflected in the Heartland Senior Services contract. This reflects a 3% increase over the 2011-2012 rates. The fuel surcharge rate has been modified to reflect higher fuel prices. This section also allows for renegotiation of the price if the assumptions reflected in the rates should change.
8. **Reporting** – Lists all Iowa DOT reporting requirements as well as those included in CyRide’s RFP.
9. **FTA Clauses** – Includes all FTA required contract clauses for operation of service.
10. **Entire Agreement** – Indicates that the contract is the only document pertaining to the operation of DAR service.
11. **Amendments** – Indicates that any amendments to the contract will be in writing and mutually agreed upon.
12. **Termination and Suspension** – Termination can be made by either party with 90 days notice.
13. **Saving Clause** – If any portion of the agreement is found to be unlawful, the remainder of the document is still enforceable.

14. **Assignability and Subcontracting** – Indicates that HIRTA cannot subcontract with another provider for DAR without notifying CyRide and the Iowa DOT in writing and gaining their approval, but that it can temporarily subcontract for emergency reasons.

Motor Vehicle User Agreement

1. **Motor Vehicle User Agreement** – Identifies the vehicle to be provided to HIRTA.
2. **Term** – For up to three years, would termination if the “Purchase of Services Agreement” is cancelled.
3. **Rent** – No rent for the vehicle.
4. **Maintenance and Repairs** – HIRTA is responsible for completing and paying for all repairs.
5. **Registration, License, Taxes, Inspection Fees, Expenses** – This section indicates that HIRTA is responsible for taking care of the paperwork and expenses of legally operating the vehicle.
6. **Use and Operation** – This section addresses how the vehicle will be used – in “as is” condition, cannot be physically altered, free of liens or other encumbrances, not operated in violation of laws and not without insurance coverage. It also lists where the vehicle cannot be parked when not in use.
7. **Maintenance of Vehicle** – This section sets out the mileage intervals upon which maintenance must be performed as well as reporting to CyRide for maintenance issues.
8. **Indemnification and Insurance** – HIRTA will hold CyRide harmless from issues arising from their employees use of the vehicle as well as listing the insurance requirement and how the vehicle should be addressed if it receives significant damage.
9. **Damage to Vehicle** – If the vehicle is totaled, the contract is terminated and CyRide receives the insurance proceeds. If it is partially damaged, HIRTA is responsible for working with the insurance company to repair or replace the vehicle. If the vehicle is damaged and HIRTA does not receive insurance proceeds, the contract is terminated.
10. **Title** – HIRTA is not entitled to the vehicle title.
11. **Warranties and Waiver** – CyRide is held harmless and not responsible for liability as a result of HIRTA maintenance on the vehicle.
12. **Assignment** – HIRTA is not allowed to transfer the vehicle to anyone else; however, CyRide could reassign the vehicle.
13. **Default** – This section lists the circumstances upon which the contract would be in default – insolvency of HIRTA, sell the vehicle, insurance lapse.
14. **Construction** – Contract was developed under Iowa laws; however, if a section is determined to be invalid, the remainder of the contract stays in force.
15. **Time is of the Essence** – If CyRide does not enforce a section, this does not preclude enforcement at a later date.
16. **Entire Agreement** – This agreement along with the Purchase of Service Agreement contain the entire agreement.
17. **Binding** – Binding on successive administrators.
18. **Notice** – Notice will be provided in writing to signatories.

19. Information to be Furnished by HIRTA to CyRide – Lists reporting requirements for vehicle information – mileage, fuel usage, cost.

The benefits of HIRTA's provision of both Story County and Dial-A-Ride service are as follows:

- Less confusion for customers with only one provider in Ames
- Efficient operation of service using taxpayer dollars through economies of scale
- Eliminates duplication of service – 2 dispatchers, accounting, etc.
- Allows use of federal dollars for the operation of this service – saving approximately \$172,000 in unbudgeted expenses in CyRide's 2012-2013 budget

The HIRTA board will schedule a special meeting prior to May 16, 2012 to consider approval of the contract. If CyRide and the HIRTA board's both approve the contract, the contracts will be included on the City Council's agenda for May 22, 2012.

ALTERNATIVES:

1. Approve the Purchase of Service Contract and Motor Vehicle Use 28E Agreements between HIRTA and CyRide for operation of service and use of a vehicle for Dial-A-Ride service beginning July 1, 2012, contingent upon HIRTA approval.
2. Do not approve the Purchase of Service Contract and Motor Vehicle Use 28E Agreements and begin plans to directly operate Dial-A-Ride service as of July 1, 2012.

RECOMMENDATION:

The Transit Director recommends approval of alternative #1 to approve 28E contracts with HIRTA for the operation of Dial-A-Ride service. Due to the benefits provided by this coordination, this public transportation collaboration provides a win-win situation for both organizations and the community of Ames.

MOTOR VEHICLE USER AGREEMENT
Between the Ames Transit Agency and the Heart of Iowa Regional Transit Authority

This User Agreement is entered into this _____ day of 2012, by and between, the Heart of Iowa Regional Transit Authority, hereinafter referred to as, HIRTA, and the City of Ames d/b/a Ames Transit Agency, hereinafter referred to as CyRide.

In consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1. **MOTOR VEHICLE User Agreement.** CyRide hereby provides to HIRTA the following described motor vehicle with all accessories incorporated there or affixed thereto:

(#7640) 2008 186" Ford Supreme VIN: 1FD4E45P78DB44192

2. **TERM.** The term of this User Agreement shall be for a period up to three years commencing July 1, 2012 and ending June 30, 2015, subject however, to any prior termination of the Dial-A-Ride service in the "Contract for Transportation Services Between Ames Transit Agency and the Heart of Iowa Regional Transit Authority" or contained in this vehicle user agreement.
3. **RENT.** HIRTA agrees to pay \$0 Dollar Amount (\$0.00) per year for the vehicle.
4. **MAINTENANCE AND REPAIRS.** HIRTA shall pay for and furnish all maintenance and repairs to keep the Vehicle in good working order and condition. At the expiration or termination of this Use Agreement, the Vehicle and all safety equipment in the Vehicle will be returned to CyRide in good condition, reasonable wear and tear excepted.

Any new transit vehicle used by HIRTA under this agreement may be equipped with; first-aid kit, fire extinguisher, and wheelchair securements. It is the responsibility of HIRTA to replace these items as necessary throughout the period of the User Agreement. Upon termination of the user agreement, all of the said items will be in proper working condition.

5. **REGISTRATION, LICENSE, TAXES, INSPECTION, FEES, EXPENSES.** HIRTA shall pay all expenses incurred in the use and operation of the Vehicle, including but not limited to, license, registration, and title fees, gasoline, oil, anti-freeze, repairs, maintenance, tires, storage, fines, inspections, assessments, sales or use taxes, if any, and all other taxes as may be imposed by law from time to time arising from HIRTA's use and operation of the Vehicle. HIRTA will reimburse and hold CyRide harmless for any and all amounts CyRide may pay in satisfaction, release or discharge thereof. HIRTA shall permit CyRide and/or its designees to inspect the Vehicle at reasonable times, places and intervals. Each motor vehicle listed in Section 1, shall bear Iowa Transit vehicle license plates and regional transit system signage, prominently displayed on the right and left side of the vehicle.
6. **USE AND OPERATION.** HIRTA acknowledges receipt of the Motor Vehicle, and that the same is in condition satisfactory to HIRTA's purposes. The Vehicle shall not be altered, marked or

additional equipment installed without the prior written consent of CyRide in which case HIRTA will bear the expense thereof as well as the restoration expenses. HIRTA shall keep the Vehicle free of all taxes, liens, and encumbrances and any sum of money that may be paid by CyRide in release or discharge thereof, including legal costs, shall be paid on demand by HIRTA. HIRTA shall not use or permit the use of the Vehicle in violation of any Federal, State, County or City laws, ordinances, rules or regulations, or contrary to the provisions of the insurance policy coverage. HIRTA, by acceptance of this User Agreement, agrees to abide by the terms hereof and to indemnify CyRide for any losses occurring as a result of such use in violation of said terms, laws, rules and ordinances.

HIRTA shall maintain the appearance and cleanliness of the vehicle. The vehicle interior shall be free of dirt, spills, odors and the noticeable build-up of grime and grease on surfaces, including windows.

The vehicle may be used for approved service under the “Contract for Transportation Services Between Ames Transit Agency and the Heart of Iowa Regional Transit Authority”. The vehicle may not be stopped in locations during vehicle dead time that may reflect poorly upon CyRide’s image. These locations include, but are not limited to:

- The vehicle operator’s home or private residence
- Any location outside CyRide’s service area
- Adult entertainment establishments, bars, gambling establishments
- Any location that may result in disturbing a residential area
- Any location that may unnecessarily expose the vehicle to risk

7. MAINTENANCE OF VEHICLE. Preventative maintenance inspections will be completed by HIRTA at the following intervals and have any needed repairs completed as appropriate.

- Inspections – Inspections will be performed and paid for by HIRTA every 5,000 miles +/- 500 miles with a copy of the inspection report to CyRide with the monthly billing for services.
- Body Damage – Any accidents with the vehicle will be reported to CyRide’s Maintenance Department within 24 hours of the incident.
- Major Repairs – Any major vehicle repairs needed will be reported to CyRide prior to the repairs being completed so that vehicle inventory records can be maintained by CyRide.
- Cleaning – HIRTA will be responsible for all interior and exterior vehicle cleaning.

8. INDEMNIFICATION AND INSURANCE. HIRTA agrees and will protect, indemnify and hold harmless CyRide and its assignees and agents from and against any and all losses, damages, injuries, claims, demands and expenses occasioned by, or arising out of, the condition, maintenance, use or operation of the Vehicle including any accident or other occurrence causing or inflicting injury and/or damage to any person or property, happening or done, in, upon, or about the User Agreement Vehicle, or due directly or indirectly to this Use Agreement, or the condition, maintenance, use or operation of the Vehicle by HIRTA or any person claiming through or under HIRTA.

HIRTA will secure insurance for the vehicle in this User Agreement in the following amounts:

Liability	\$2,000,000.00
Uninsured/Underinsured Motorist	\$1,000,000.00

HIRTA shall provide and pay for any other insurance or bond that may be required by any governmental authority as a condition to, or in connection with, HIRTA's use of the Vehicle.

In the event the Vehicle is involved in an accident, damaged, stolen or destroyed by fire, HIRTA shall promptly notify CyRide, in writing, within 24 hours and will also comply with all terms and condition entered in the insurance policies. HIRTA agrees to work with its insurance company in defending against any claims or actions resulting from HIRTA's operation or use of the Vehicle.

The Vehicle shall not be used by any person or entity, in any manner or for any purpose that would cause any insurance herein specified to be suspended, canceled, or rendered inapplicable.

9. **DAMAGE TO VEHICLE.** Should the Vehicle or any part thereof be so damaged as to preclude usage for the purpose intended and should HIRTA be indemnified therefore pursuant to any insurance coverage required pursuant to paragraph 7 hereof in an amount not less than the full amount of the insurance coverage provided by HIRTA, this User Agreement shall terminate and the insurance proceeds provided to CyRide. However, should HIRTA be indemnified in an amount less than the full amount of the insurance coverage provided by HIRTA, it will repair or replace the Vehicle or the damaged part thereof and the proceeds of the insurance recovery shall be applied to such repair or replacement. Should the vehicle or any part thereof be damaged by any cause for which HIRTA makes no insurance recovery and should the Vehicle or the damaged part thereof be capable of repairs, this User Agreement shall terminate and the HIRTA shall immediately pay CyRide the reasonable value of the Vehicle.
10. **TITLE.** HIRTA acknowledges that this is an agreement to use only and that the HIRTA does not in any way acquire title to Vehicle, under this agreement. Without the prior written consent of CyRide, HIRTA agrees not to do any act to encumber, convert, pledge, sell, assign, re-hire, lease, lend, conceal, abandon, give up possession of, or destroy Vehicle.
11. **WARRANTIES AND WAIVER.** HIRTA uses the Vehicle herein described in "as is" condition and agrees that CyRide had not made, and does not hereby make any representation, warranty or covenant expressed or implied with respect to the condition, quality, durability, capability, or suitability of the Vehicle or against any patent or latent defects therein. HIRTA agrees that CyRide shall not be liable to HIRTA for any liability, claim, loss, damage or expense of any kind or nature caused directly or indirectly by the Vehicle or the inadequacy thereof for any purpose, or for any deficiency or defect therein, or for the use or maintenance thereof, or for any repairs, servicing, adjustments, or expenses thereto or for any loss of business or for any damage whatsoever and howsoever caused.
12. **ASSIGNMENT.** Without the prior written consent of CyRide or any assignee of CyRide, HIRTA agrees not to sublet, mortgage, pledge, sell, assign or otherwise transfer or dispose of this User Agreement. HIRTA acknowledges and understands that CyRide may assign this User Agreement and that such assignee shall be entitled to all of the benefits of this User Agreement in the place of

CyRide. In connection therewith, HIRTA agrees this User Agreement and the Vehicle used there under will be subjected to any rights and interest in and to the said Vehicle under any contract CyRide has with another regarding title or interests in title; to accept the directions, demands or consents of such assignee in place of those of CyRide; to surrender the Vehicle only to such assignee.

13. DEFAULT. In any of the following default events:

- 1) Failure to comply with any terms or conditions hereof;
- 2) a proceeding in insolvency or receivership by or against HIRTA or its property, or in the event lessee suspends business, makes an assignment for the benefit of creditors, or if an attachment be levied or tax lien filed against the Vehicle, or
- 3) HIRTA fails for any reason to comply with the insurance requirements of the User Agreement, then and in those events, or any of them, CyRide may, at its option and without prejudice to any other rights it may have:
 - a) take possession of the Vehicle and for the purpose thereof may enter the premises on which the Vehicle is located and remove it without court order or other process of law (damages occasioned by such taking being expressly waived by HIRTA), and thereupon HIRTA's right to possession and use of the Vehicle shall terminate;
 - b) may (but need not) use the Vehicle or any portion thereof for such period, rental, and to such persons or entities as CyRide shall elect;
 - c) may (but need not) sell the Vehicle or any part thereof at public or private sale without demand or notice of intention to sell or of sale;
 - d) terminate HIRTA's rights hereunder as to the Vehicle.

No right or remedy conferred upon or reserved to CyRide by this User Agreement shall be exclusive of any other right or remedy herein or by law provided; all rights and remedies conferred upon CyRide by this User Agreement or by law shall be cumulative and in addition to every other right and remedy to.

14. CONSTRUCTION. This User Agreement shall be construed and determined in accordance with the laws of the State of Iowa. Any provision herein prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of the User Agreement. Words and phrases herein, including any acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

15. TIME IS OF THE ESSENCE. Time is of the essence of this Use Agreement. However, CyRide's failure at any time to require strict performance by HIRTA of any provisions herein shall not waive or diminish CyRide's right to thereafter demand strict compliance therewith or with other provisions of this User Agreement and written waiver by CyRide of any default hereunder shall not constitute a waiver of any other default.

16. ENTIRE AGREEMENT. This User Agreement, combined with the "Contract for Transportation Services Between Ames Transit Agency and the Heart of Iowa Regional Transit Authority," contain the entire agreement of the parties for Dial-A-Ride service and the Vehicle to operate this service. None of the covenants, provisions, terms or conditions of this User Agreement shall be in any

manner modified, waived, abandoned or amended except by a written instrument duly signed by the parties or their assignee and delivered to CyRide and HIRTA or their assignee.

- 17. **BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto except as may be modified in paragraph 11 or 18 hereof.
- 18. **NOTICE.** Notices as provided for in this User Agreement shall be given to the respective parties or their assignees at their respective addresses designated herein unless there is notification of the parties to the other, in writing, of a different address. Such notice shall be deemed to be given and received when deposited in the United States mail, postage prepaid, addressed as herein designated.
- 19. **INFORMATION TO BE FURNISHED BY HIRTA TO CYRIDE.** HIRTA shall furnish the following vehicle information to CyRide during the term of this User Agreement. Such monthly information shall be submitted by HIRTA to CyRide by the 15th day of the month following the end of the previous month. Such quarterly information shall be submitted by HIRTA to CyRide by the 30TH day of the first month following the end of the quarter (October 30, January 30, April 30, July 30)
 - a. Miles Driven (monthly & quarterly report)
 - b. Gallons of Gasoline (monthly & quarterly report note: quarterly fuel report is due to CyRide on the 15th of the month following the end of the quarter)
 - c. Total Cost of Operation (for quarterly report)
 - d. Breakdown of revenues received for operation (for quarterly report)

IN WITNESS WHEREOF, the parties have duly executed this User Agreement on the day and year first written above.

City of Ames d/b/a Ames Transit Agency (CyRide)

HIRTA

By: _____
Ann H. Campbell, Mayor, City of Ames

By: _____

Attest: _____

Date: _____

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

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

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

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

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

A. Purpose and Timeframe

1. The purpose of this contract is to arrange for HIRTA to provide ADA-required public transit services under the auspices of the designated public transit system, CyRide.
2. The contract period shall begin on July 1, 2012, and continue through June 30, 2015, and may continue upon annual extension or renewal by both parties. Any extension or renewal of this contract shall be in writing and mutually agreed upon by both parties at least 90 days prior to the end of the fiscal year.
3. This contract is created pursuant to Iowa Code §28E.12 and does not create a separate legal or administrative agency.

B. Description of Service

1. All transit services will be provided to eligible clients based upon requirements of the American’s with Disabilities Act.
2. Service shall be provided Monday through Sunday except on the following holidays:

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

3. Service hours under this contract shall be:

Monday – Thursday	6:30 am – 12:30 am (11:00 pm in summer)
Friday	6:30 am – 10:30 pm (11:00 pm in summer)
Saturday	7:30 am – 10:30 pm (9:30 pm in summer)
Sunday	8:30 am – 11:30 pm (9:30 pm during the summer)

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

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

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

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

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

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

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

On or before the effective date and thereafter during the contract term, HIRTA shall provide CyRide with current certificates of insurance, executed by a duly authorized representative of

each insurer, as evidence of all insurance policies required under this Section. No insurance policy may be canceled, materially revised or non-renewed without at least 90 days prior written notice to CyRide. Insurance must be maintained without lapse in coverage while the service agreement is in force. Insurance allowed to lapse without CyRide's consent shall be deemed an immediate default under a service contract.

8. DAR passenger reservations may be accepted seven (7) days a week, as follows: Monday – Friday 8 am to 5 pm. Transportation requests after-hours will be honored if 24 hour advance notice is given (including voice mail requests). Calls left on voice mail after 5:00 pm Friday through Sunday will be honored for the next DAR service day. Passengers may schedule transportation up to 14 days in advance.
9. CyRide follows ADA requirements and limits subscription trips to 50% of the total trips. Within this criterion, HIRTA may schedule trips in the most efficient manner possible.
10. HIRTA will provide trips to and/or from any location within CyRide's ADA service boundary during all hours that any CyRide fixed-route bus service is operating. This area is generally described as the city limits weekdays until 6 pm, then west of the Skunk River after 6 pm and on weekends. Trips outside this service boundary may be provided by the Contractor on a space available basis upon payment of a higher fare (see section B.5).
11. HIRTA may not impose trip prioritization procedures under this contract. Therefore, HIRTA will not impose any trip limits or trip purpose restrictions on passengers. HIRTA shall group DAR and non-DAR participants, when feasible.
12. CyRide extends twenty-one (21) days of ADA Paratransit eligibility per rolling twelve (12) month period to persons who present current certification of eligibility for ADA Paratransit services issued by another complementary Paratransit system. HIRTA will schedule visitor service to any person requesting a trip who asserts current certification, and HIRTA will visually verify and document that the visitor has required eligibility certification before providing service. Service beyond the twenty-one (21) day service eligibility will require CyRide eligibility certification, and a person may be denied service by HIRTA until such certification is completed.
13. A Personal Care Attendant (PCA) is a person who assists the eligible passenger either in leaving the trip origin, boarding and lighting from the vehicle, while traveling to or upon arrival at the destination, or whose assistance is required in completing the trip purpose. A PCA must board and disembark the DAR vehicle at the same times and locations of the eligible client. Each DAR client who has been certified through CyRide's eligibility determination processes who requires personal care levels of service in order to access or complete the purpose of their trip(s) is permitted to travel with one PCA. The PCA will not be charged a separate fare when serving in the capacity of a PCA. Family members can serve as PCA's.
14. Each ADA-eligible passenger can travel with at least one (1) companion. Additional companions can be served based on a space-available basis only. All companions must pay the full DAR fare and are counted as revenue passengers.
15. The following pick-up and drop-off procedures must be met:
 - IF DAR arrives at/before the scheduled pickup window, the HIRTA operator will wait

until at least five (5) minutes inside the window before proceeding to next pickup.

- If the HIRTA operator arrives at the passenger's correct pickup location within or after the pickup window, the operator will wait a minimum of five minutes past the arrival time before leaving the pickup location.
- HIRTA operators will not leave any pickup location without notifying the dispatcher and await the dispatcher's instructions.
- The HIRTA operator will not leave the pickup location of a business without contacting the first point of reception within that business in an attempt to contact the client, as long as the vehicle can be properly secured.
- Passengers who are not available for departure by the end of the applicable five (5) minutes wait time will be marked as "no show" at the door.
- DAR on-time performance shall average 90% or better in each year of this contract. All delayed or late pickups, including those caused by passenger error, driver error, weather, mechanical problems, and other operating conditions shall be included in this on-time performance.

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

17. HIRTA shall not impose:

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

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

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

- The passengers is not at the designated point of pick-up.
- The passenger is not ready to travel from the designated pick-up within the 5 minute window as defined in 5.2.14.
- The passenger cancels the trip with less than 30 minutes notice from the scheduled pick-up time.
- The passenger cancels at the door.

HIRTA may not charge the passenger for a No Show; however, CyRide will pay HIRTA \$5 per qualified No-Show trip, if identified on the required monthly report.

C. Vehicle Responsibilities

1. Vehicle(s) for the provision of services described in this contract shall be supplied as follows:
 - a. From HIRTA any of the vehicles below could be used to provide DAR service:
Any Story County HIRTA vehicle in its inventory.
 - b. From CyRide:
Vehicle #7640, 2008 186" Ford

In addition to the one vehicle provided by CYRIDE, HIRTA will provide buses and/or vans to provide the remaining service required under this contract. All vehicles shall comply with ADA regulations. Vehicles will also comply with FTA and IDOT regulations that apply to complementary paratransit service. Vehicles will be maintained adequately and shall be cleaned periodically. Vehicle maintenance standards shall comply with FTA and IDOT regulations.

2. The vehicle supplied by CyRide shall be utilized by HIRTA in provision of its daily service. HIRTA will combine DAR and other HIRTA passengers on CyRide's and HIRTA vehicles to efficiently schedule service within the community. It is recommended that the Iowa DOT's minimum annual mileage requirement for this vehicle be achieved and it may be used for other transit system purposes.
3. Vehicles operated by HIRTA must comply with current Iowa DOT vehicle signage requirements: Iowa Department of Transportation, Office of Public Transit Vehicle Signage Requirements Policy.
4. Responsibility for maintaining vehicles, supplied for provision of services under this contract, in safe and presentable condition shall be as follows:
 - a. Maintenance by HIRTA:
CyRide Vehicle #7640, 2008 186" Ford
Other HIRTA vehicles where DAR passengers are transported
 - b. Maintenance by CyRide:
None; however, CyRide will perform maintenance on leased vehicle (#7640) at its direct expenses, if so desired by HIRTA.
5. If HIRTA is short vehicles for DAR service, CyRide will work with HIRTA to provide vehicle(s) on a short term basis so that DAR service can be uninterrupted.
6. The vehicle supplied by CyRide may not be used to provide exclusive school transportation.

D. Operations Responsibilities

1. Drivers for all transit services provided under this contract shall be employed by HIRTA unless service is subcontracted as specified in Section N. All drivers of transit-funded vehicles shall be required to have either a commercial driver's license or chauffeur's license and shall have passed a pre-employment drug test and be part of a random drug and alcohol testing pool.
2. HIRTA shall establish a drug and alcohol testing program conforming to the rules of the Federal Transit Administration and shall require any transit service subcontractors to also have a testing program. No person may perform any safety-sensitive functions without being subject to testing under this program. Copies of the HIRTA's drug and alcohol testing policy shall be provided to

CyRide and the Iowa Department of Transportation, Office of Public Transit for review. HIRTA shall report to CyRide's Transit Coordinator any non-negative test result and any situation where tests have not been administered to an employee selected for random testing.

3. HIRTA shall provide scheduling and dispatching support.
4. Training of operational personnel shall be provided by HIRTA and shall consist of Passenger Assistance Training, winter weather driving and other safety training. HIRTA will document employee training and maintain a permanent training file.

E. Other HIRTA Responsibilities

1. HIRTA shall serve as an independent contractor.
2. HIRTA shall maintain accounting and records for all services rendered and shall assure that all persons handling project funds, including passenger revenues, are bonded to levels appropriate for the amounts of funds handled.
3. By the 15th of the month, HIRTA shall provide to CyRide a monthly billing for services rendered in the previous month including a report of units of service provided and revenues credited toward the service from passengers and from other sources.
4. HIRTA shall secure an independent audit of its transportation program including services provided under this contract and shall provide a copy of the audit report to CyRide.
5. With 24 hours notice, HIRTA shall permit inspection of its vehicles, services, books, and records by CyRide or agencies providing funding to CyRide upon the request of CyRide. HIRTA will retain all records required by the Federal Transit Administration per their regulations and DAR manifests for a two (2) year period.
6. HIRTA shall accept all risk and indemnify and hold CyRide harmless from all losses, damage, claims, demands, liabilities, suits, or proceedings, including court costs, attorney's and witness' fees relating to loss or damage to property or to injury or death of any person arising out of the acts or omissions of HIRTA or its employees or agents.
7. HIRTA shall notify CyRide in the event of any unavoidable interruption or delay in service.
8. HIRTA shall notify CyRide of any incidents relating to passengers served under this contract.
9. HIRTA shall comply with all applicable state and federal laws, including but not limited to FTA charter rule, drug and alcohol testing, student transportation rules, motor carrier registration, equal employment opportunity laws, affirmative action laws, nondiscrimination laws, traffic laws, motor vehicle equipment laws, confidentiality laws, and freedom of information laws.
10. HIRTA shall participate, as possible, on the Ames Transportation Collaboration Committee sponsored by the Ames United Way Agency and shall supply such information as is necessary for preparation of the annual Passenger Transportation Plan.

11. HIRTA will assist CyRide with an annual DAR passenger survey to determine customer satisfaction with the service. HIRTA will also review the results with CyRide to determine if there are opportunities to improve service to its passengers.
12. HIRTA will maintain the confidentiality of all information regarding DAR passengers. This information will be divulged only as necessary for purposes directly related to performing services for the DAR program unless expressed written permission by the passenger or CyRide is received.
13. HIRTA will notify CyRide within 24 hours of any changes in office/management staffing if it directly relates to DAR services.

F. Other CyRide Responsibilities

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

G. Compensation

1. Operating costs for services under this contract are as follows for July 1, 2012 – June 30, 2013:
 - Weekday Trips from beginning of service until 8 pm = \$12.06 per trip
 - Weeknight service after 8 pm, Saturday and Sunday = \$40.56 per hour

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

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

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

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

3. Funding for this DAR contract is obtained from the federal 5310 program and CyRide local dollars. If there is a federal funding shortfall, CyRide's local budget will replace lost revenue. CyRide's annual budget will include the required funding for services provided by HIRTA under this contract.
4. All passenger revenues shall be deducted from the monthly billing. HIRTA will submit all used tickets to CyRide with the monthly billing.
5. The costs of services under this contract identified in G. 1., above, are based upon assumptions concerning costs of supplies and the existence of other transit service contracts. Should circumstances change to significantly increase costs of service under this contract, the rate of compensation may/shall be subject to renegotiation.
6. Subsidy payments for public transit services under this contract shall be on a reimbursement basis and shall be distributed to HIRTA within 30 days of receipt of billing.

H. Reporting

1. The following items shall be reported by HIRTA to CyRide with each billing statement:
 - # of passenger by type of fare (including No Shows and PCA's)
 - Revenue hours operated
 - Revenue miles operated
 - On time performance
 - Record of name and dates for each ADA eligible rider, including No Show and passengers riding with a PCA.
 - Invoice for services.
 - Summary of passenger complaints and their resolution.
 - Manifest every 8th day to include:
 - Passenger Name
 - Pick up address
 - Drop off address
 - Requested time
 - Scheduled time
 - Actual pick up
 - Odometer reading for pick up and drop offs
 - Vehicle inspection reports

2. a. Within 15 days after the end of each fiscal quarter HIRTA shall furnish the following information concerning DAR transportation services provided during the preceding quarter under this contract:
 - Total Rides
 - Rides by nondisabled elderly persons
 - Rides by disabled elderly persons
 - Rides by nonelderly disabled persons
 - Total Vehicle Miles
 - Total Revenue Miles
 - Total Passenger Revenue
 - Total Contract Revenue
 - Total Local Tax Support
 - Total STA (requested)
 - Total Federal Transit Assistance (requested)
 - Total Other Revenues
 - b. Within 15 days after the end of each fiscal quarter HIRTA shall furnish information similar to that required in H.2.a. for any incidental services provided during the preceding quarter under the terms of B.7., above.
 - c. Within 15 days after the end of each fiscal quarter, if charter services have been provided, HIRTA must provide a report of each charter trip including all information specified in FTA Charter Rule.
3. Within 30 days after the end of the state fiscal year (June 30) HIRTA shall provide to CyRide a separate year-end summary of the data requested under H.2. for public services provided and for incidental services provided and shall show the total surplus/shortfall for each.
 4. By February 1, HIRTA shall provide CyRide with a report on the prior calendar year's results of its drug and alcohol testing program per FTA requirements.
 5. The following items shall be reported to CyRide within 24 hours of the following incidents:
 - Accidents involving vehicle owned by CyRide
 - Incidents involving DAR passengers carried under this contract
 - Cancellations or significant delays in DAR services provided under this contract
 - Emergency use of subcontractors to avoid service interruptions
 6. Within 30 days after the end of the state fiscal year (June 30), HIRTA shall provide a copy of the year-end inventory of listed buses for use in CyRide's National Transit Database report.

I. FTA Clauses

HIRTA shall be in conformance with current FTA contract provisions included in Appendix A and comply with regulations included in FTA's Master Agreement (<http://www.fta.dot.gov/documents/18-Master.pdf>) that applies to purchase of service contracts.

J. Entire Agreement

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

K. Amendments

Any changes to this contract must be in writing and be mutually agreed upon by both HIRTA and CyRide. Changes must also receive concurrence of the Iowa Department of Transportation, Office of Public Transit.

L. Termination and Suspension

Cancellation or suspension of this contract may be initiated by either party through written notice to the other party with at least 90 days notice prior to the date of cancellation or suspension.

M. Saving Clause

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

N. Assignability and Subcontracting

1. This contract is not assignable to any other party without the express written approval of HIRTA and CyRide and the concurrence of the Iowa Department of Transportation, Office of Public Transit.
2. No part of the transportation services described in this contract may be subcontracted by HIRTA without the express written approval of CyRide and the concurrence of the Iowa Department of Transportation, Office of Public Transit.
3. Notwithstanding the provisions in N.1., above, it is hereby agreed that HIRTA may under emergency circumstances temporarily subcontract any portion of the service if it is deemed necessary by HIRTA to avoid a service interruption. CyRide shall be notified, in advance if possible, each time this provision is invoked.

ADOPTED BY THE PARTIES AS WITNESSED AND DATED BELOW, SUBJECT TO THE CONCURRENCE OF THE IOWA DEPARTMENT OF TRANSPORTATION, OFFICE OF PUBLIC TRANSIT.

For HIRTA:

For City of Ames d/b/a CyRide:

Date:

Ann H. Campbell, Mayor, City of Ames

Attest:

Date:

APPENDIX A FTA Clauses

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

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.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

Access to Records

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of 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.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<u>I State Grantees</u> a. Contracts below SAT (\$100,000) b. Contracts above \$100,000/Capital Projects	None None unless ¹ non-competitive award	Those imposed on state pass thru to Contract or	None Yes, if non-competitive award or if funded thru ² 5307/5309/5311	None None unless non-competitive award	None None unless non-competitive award	None None unless non-competitive award
<u>II Non State Grantees</u> a. Contracts below SAT (\$100,000) b. Contracts above \$100,000/Capital Projects	Yes ³ Yes ³	Those imposed on non-state Grantee pass thru to Contract or	Yes Yes	Yes Yes	Yes Yes	Yes Yes

Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the [Master Agreement](#) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Civil Rights

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities 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.

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **.191 %**. A separate contract goal **has not** been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **Ames Transit Agency** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the **Ames Transit Agency**. In addition, **the contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the Ames Transit Agency and contractor's receipt of the partial retainage payment related to the subcontractor's work.**

e. The contractor must promptly notify **Ames Transit Agency**, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of **Ames Transit Agency**.

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 FFY10 goal for DBE participation of .191% 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 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Ames Transit Agency requests which would cause Ames Transit Agency to be in violation of the FTA terms and conditions.

Termination

Termination for Convenience (Professional or Transit Service Contracts). Ames Transit Agency (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

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

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

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

Energy Conservation

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

Clean Water

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Breaches and Dispute Resolution

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City of Ames's Purchasing Agent. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Purchasing Agent. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Purchasing Agent shall be binding upon the Contractor and the Contractor shall abide by the decision.

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 of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Ames Transit Agency and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Iowa.

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

Government-wide Debarment & Suspension (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.

Charter Bus

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

School Bus

School Bus Operations - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

Drug and Alcohol Testing (FTA Option 2)

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Iowa, or Ames Transit Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 within 45

days of Certifications and Assurances being published in the Federal Register and to submit the Management Information System (MIS) reports annually before March 1. Annual Certifications of Compliance are to be sent to the attention of the Transit Planner at CyRide. MIS reports are to be sent to the attention of the Transit Coordinator at CyRide. The address is 1700 University Blvd., Ames, IA 50010. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Transit Employee Protective Agreement

The Contractor agrees to the comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

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

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

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

Privacy Act

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

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

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

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

Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned HIRTA certifies, to the best of their knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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.]

HIRTA 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 HIRTA's Authorized Official

_____ Name/Title of HIRTA's Authorized Official

_____ Date

Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned HIRTA certifies, to the best of their knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

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HIRTA 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 HIRTA's Authorized Official

_____ Name/Title of HIRTA's Authorized Official

_____ Date

CITY OF AMES, Iowa

MEMO TO: Ames Transit Board of Trustees
FROM: Sheri Kyras
DATE: May 10, 2012
SUBJECT: Intermodal Facility Change Order Approval

BACKGROUND: The Intermodal Facility construction project began in March 2011. At this March Transit Board meeting, board members directed staff to gain its approval of Intermodal Facility change orders each time they cumulatively reach \$50,000 as well as gain City Council approval per City of Ames procurement policies.

INFORMATION: Change orders approved to date are attached. In summary, the “Approval Cumm.” column indicates the amount approved to-date on change orders. The next change order #37 would increase this total above the \$250,000 threshold requiring Transit Board and City Council approval. Change Order #37 is a \$52,160 increase for the removal of unsuitable soils as it relates to the installation of the sanitary sewer. This change order has taken several months to negotiate and a final resolution has been reached with the contractor, Weitz Corporation and its subcontractor, Arthur Inc.

If approved by the Transit Board and City Council, this change order would be included in the Contractor’s May pay application, which will be Pay Application #15.

ALTERNATIVES:

1. Approve change order #37 to Weitz Company for an additional \$52,160 for the removal of unsuitable soils during the installation of the sanitary sewer.
2. Do not approve change order #37.

RECOMMENDATIONS:

The Transit Director recommends approval of Alternative #1 to proceed with change order #37. Expedient approval of this modification will allow the project to move forward within the tight timeframes for this project.

Intermodal Facility Change Order Log

Change		Budget		Approval		
Order #	Description	Amt.	Cumm.	Cumm.	Pay App. Approval	Approved by PM
1	Add Storm Sewer Manhole at 3L/C-101	\$3,089	\$3,089	\$3,089	4	CyRide
2	No Changes	\$0	\$3,089	\$3,089	0	CyRide
3	Water Main Connection, 8" Valve	\$2,581	\$5,670	\$5,670	3	CyRide
4	Sanitary Structure SA01 Location	\$0	\$5,670	\$5,670	4	CyRide
5	Additional Rubble Removal	\$1,502	\$7,172	\$7,172	4	CyRide
7	Storage Rm 0161 Door and Frame Size Modification	\$224	\$7,396	\$7,396	5	CyRide
6	Floor Drain: FD-2 Outlet Sizes	\$595	\$7,991	\$7,991	6	CyRide
10	Retaining Wall - Sheet Piling	\$41,385	\$49,376	\$49,376	6	Board/Council
8	Revised Struct. Drawings for Accept. Of Alt. #3 - Geo-Piers	\$22,803	\$72,179	\$72,179	6	CyRide
9	Retaining Wall Sheet Piling	\$0	\$72,179	\$72,179	5	CyRide
11	Temporary Road near Retaining Wall	\$7,467	\$79,646	\$79,646	6	Asst City Manager
12	Retaining Wall Over-Excavation	\$52,103	\$131,749	\$131,749	10	Board/Council
13	Disconnect/Meter Makup at Transformer	\$677	\$132,426	\$132,426	10	Asst City Manager
14	Lighting Protection Credit	-\$14,374	\$118,052	\$146,800	10	Asst City Manager
16	Exit Light in Parking Structure	-\$2,011	\$116,041	\$148,811	10	Asst City Manager
15	Credit for Tree Removal	-\$9,200	\$106,841	\$158,011	13	Board/Council
17	Joint at SOG to Elevated Deck	\$4,709	\$111,550	\$162,720	13	CyRide
18	East Stair Lighting Fixture	\$975	\$112,525	\$163,695	13	CyRide
19	Conduit for Art Pad	\$2,621	\$115,146	\$166,316	13	CyRide
20	Fire Extinguisher in Machine Room	\$87	\$115,233	\$166,403	13	CyRide
21	SAP -04 Realignment	\$11,471	\$126,705	\$177,875	13	Asst City Manager
22	Additional Transaction Window	\$7,953	\$134,658	\$185,828	13	Asst City Manager
23	Storm Sewer Structures	\$893	\$135,550	\$186,720	14	Asst City Manager
24	Polypipe Conduit along south Property Line	\$11,306	\$146,856	\$198,026	14	Asst City Manager
25	Floor Drain Trap Primers	\$2,500	\$149,356	\$200,526	14	Board/Council
26	8 Inch Storm	\$2,302	\$151,658	\$202,828	13	CyRide
27	Traffic Signage and Stall Numbering	\$12,066	\$163,724	\$214,894	14	CyRide
28	Temp. Heat at Masonry at Bus Garage	\$743	\$164,467	\$215,637	15	CyRide
29	Fluid Applied Water Proofing	\$1,000	\$165,467	\$216,637	15	CyRide
30	Overhead Door Supplier Change	-\$1,684	\$163,783	\$218,321	15	CyRide
31	2" Cold Water Line	\$992	\$164,775	\$219,313	15	CyRide

Intermodal Facility Change Order Log

32	Fluid Applied Waterproofing at NE Stair Tower	\$1,000	\$165,775	\$220,313	15	CyRide
33	Hardware Cylinders	\$390	\$166,165	\$220,703	15	CyRide
34	Eccentric Flat Top Lid	\$1,658	\$167,823	\$222,361	15	CyRide
35	Electric Room Relocation	\$1,585	\$169,408	\$223,946	15	CyRide
36	Cast Stone Benches	\$0	\$169,408	\$223,946	15	CyRide
37	Sanitary Sewer - Unsuitable Soils	\$52,160	\$221,568	\$276,106	15	Board/Council

Construction Contingency

	Approved Change Requests By Owner (AIA Form)	\$169,408
	Approved and Pending	\$221,568

CITY OF AMES, Iowa

MEMO TO: Ames Transit Board of Trustees

FROM: Sheri Kyras

DATE: May 10, 2012

SUBJECT: 2012-2013 CyRide Growth Potential

BACKGROUND: Iowa State University (ISU) enrollment and CyRide ridership have been growing for the past seven years, as illustrated below, and is predicted to increase substantially in the next two years.

Year	ISU Enrollment	% Increase	CyRide Ridership	% Increase	Buses Added
2005-2006	25,741		4,173,208		6
2006-2007	25,462	-1.1%	4,314,151	+3.4%	3
2007-2008	26,160	+2.7%	4,646,554	+7.7%	2
2008-2009	26,856	+2.7%	5,002,146	+7.7%	4
2009-2010	27,945	+4.0%	5,377,155	+7.5%	0
2010-2011	28,682	+2.6%	5,447,289	+1.3%	0
2011-2012	29,887	+4.2%	5,800,000	+6.5%	0
Total		+16.1%		+38.9%	15

As the above chart indicates, ISU enrollment has increased 16%, while CyRide ridership has grown by almost 39% in this same time period, carrying almost 1.7 million additional rides and requiring 15 additional buses during the peak period. This exponential growth has created financial and infrastructure challenges, and with continued significant increases, will further strain resources to provide a quality service in the future under the current funding scenario.

INFORMATION: At the March Transit Board meeting, CyRide staff presented the results of a study to determine the impact that 5,000 additional students enrolled at Iowa State University (to 35,000) would have on CyRide's service over the next two year period as well as its ability to financially support this higher level of ridership. At that meeting, board members requested staff to estimate and quantify the impact of increased ISU enrollment at 31,000 students in the 2012-2013 school year as opposed to 35,000 students over a two-year period.

The following information presented at the April 19th Transit Board meeting estimates this lower impact for the 2012-2013 budget year.

Ridership

Using the same methodology as presented to the transit board at the March 2012 meeting, CyRide is currently providing 173 annual rides per student enrolled at ISU. Additionally, 31,000 students in the 2012-2013 school year represents an approximate increase of 1,200 students or 207,600 additional rides calculated as follows:

$$173 \text{ rides/student} \times 1,200 \text{ additional students} = 207,600 \text{ additional rides}$$

Buses

As calculated for the March 22, 2012 board meeting, CyRide currently provides approximately 80,000 annual rides per bus. Using this statistic, CyRide would need to operate 2-3 additional buses in daily service to meet the additional demand for service based on 31,000 students at ISU next year.

$$207,600 \text{ additional rides} / 80,000 \text{ rides per bus} = 2.60 \text{ additional buses needed}$$

Additional Drivers

In the March 2012 analysis, it was determined that CyRide operates 2.71 driving shifts per bus; therefore, CyRide would need to hire the following number of drivers.

$$2 \text{ additional buses} \times 2.71 \text{ additional driving shifts} = 5.42 \text{ additional drivers}$$

$$3 \text{ additional buses} \times 2.71 \text{ additional driving shifts} = 8.13 \text{ additional drivers}$$

In summary, CyRide anticipates providing 207,600 additional rides, needing at least 2 more buses and 5 more drivers to provide service if ISU enrollment reaches 31,000 next fall.

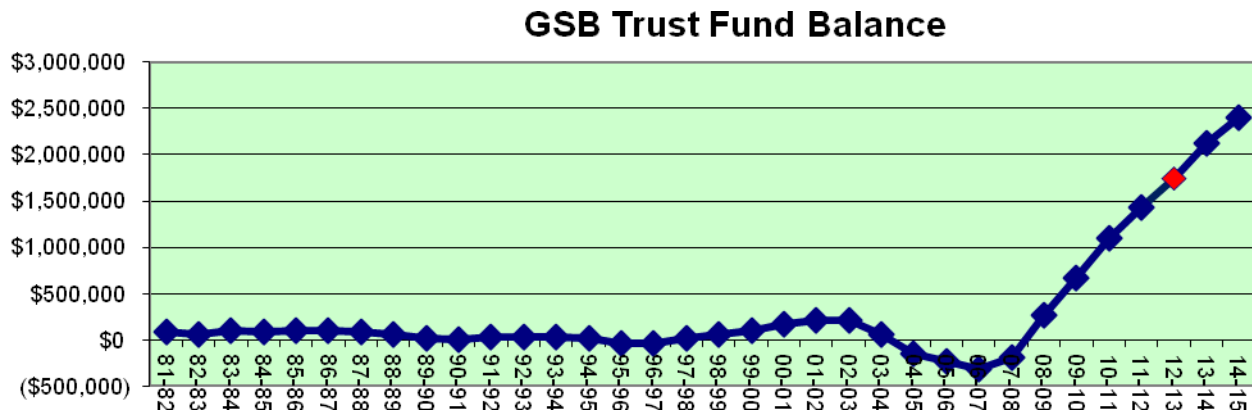
Financial Impact

The chart below details the anticipated cost of the above impact.

Expense Category	Additional Dollars Needed
Fixed Route Operations	\$187,031
Training Expenses (5 drivers)	\$22,096
Two Used Buses (@\$75,000 each)	\$150,000
Total Estimated Cost	\$359,127

The above expenses are currently not included in the Transit Board approved 2012-2013 budget adopted in January 2012. In that budget, the closing balance at the end of the 2012-2013 budget year was projected to be at 10%. This balance would be significantly lower if enrollment increases to 31,000 next year.

Additionally, the graph below indicates the current and projected GSB Trust Fund at the end of the 2012-2013 budget year to be approximately \$1.8 million dollars (before committing to the three-year vehicle tracking technology project). This balance will continue to grow as student enrollment increases.



A possible partial solution to fund additional growth in CyRide’s operations is to place a growth cap on the GSB Trust Fund at 1% of the enrollment increase and allow any additional percentage increase in enrollment to remain in the operating budget. Under the 31,000 ISU enrollment scenario, this represents a 3.7% increase. If the GSB Trust Fund was “capped” at 1%, this would allow 2.7% of the increase to remain in CyRide’s operating budget to provide more buses and drivers to operate service in the community next fall. Specifically, the following additional dollars needed to match ISU and the City of Ames local match would be as follows:

- GSB Trust Fund - \$36,097 additional dollars would be transferred to this fund
- CyRide Operating/Capital Budget - \$96,197 additional dollars would remain in the operating budget or be transferred from this fund to the capital budget for additional buses.

If this solution or another proposal is agreed upon, the ten-year, *An Agreement for Joint Action in Support of Transit Services in the City of Ames* (Three-Party Agreement) would need to be modified in Section 2.2.4.e.(2) to reflect the agreed-upon modification (agreement attached).

ALTERNATIVE:

1. Recommend to Iowa State University’s Government of the Student Body to cap growth in the CyRide GSB Trust Fund at 1% of enrollment increase allowing the balance of student fee dollars to remain in CyRide’s operating or capital budgets to address ridership increases that result from these enrollment increases.
2. Direct CyRide staff to meet with GSB representatives to discuss the issue and find a mutually agreed upon solution for rising enrollment/ridership with constrained operating dollars.

3. Do not modify the agreement to address enrollment/ridership increases.

RECOMMENDATION:

The Transit Director recommends either Alternative #1 or #2 based on the Transit Board of Trustees opinion on the appropriate solution to rising enrollment/ridership. Currently, CyRide has a favorable image within the ISU and Ames community based on a service level that closely matches ridership demand. Staff believes that with continued enrollment/ridership increases this image and matching of service/demand level will be jeopardized without additional resources to increase service levels as demand increases.

**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 July, 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 judgment 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 ten years beginning on the first day of July, 2011 and ending on the thirtieth day of June, 2021. 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 or the Ames Transit Agency, an administrative agency of the City of Ames, Iowa, 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 R. Madden
Warren Madden, Vice President

CITY OF AMES

By Ann Campbell
Ann Campbell, Mayor

ATTEST:

By Diane Voss
Diane Voss, City Clerk

GOVERNMENT OF STUDENT BODY

BY Luke Roling
Luke Roling, President

AMES TRANSIT AGENCY BOARD OF TRUSTEES

By Robert Anders
Robert Anders, President

IOWA STATE BOARD OF REGENTS

BY Robert Donley
Robert Donley, Executive Director

APPROVED AS TO FORM
BY Douglas R. Marek
DOUGLAS R. MAREK
CITY ATTORNEY

CYRIDE THREE PARTY REVENUE HISTORY
Budgeted Amount

YEAR	City Total	Tax Levy	Intermodal	ISU Total	ISU Basic	Intermodal	GSB Total	GSB Basic	GSB MDX	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	\$1,416,038	\$67,177		\$1,483,213
1994-95	\$484,185	\$484,185		\$206,286	\$206,286		\$803,378	\$761,800	\$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		\$1,064,464	\$1,064,454	\$0	\$2,014,006	\$189,126	\$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		\$2,471,867	\$198,727		\$2,670,594
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		\$3,899,596	\$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	\$226,460		\$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	\$80,931	\$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	\$83,368	\$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	\$4,084,891	\$546,323	\$75,718,137
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	24.8%	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%	8.0%
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%

Transit Director's Report

May 2012

1. Intermodal Facility Construction Update

Weitz Company has completed the following major activities in April 2012.

- Masonry on the north elevation.
- Bus garage slab-on-grade and plumbing installed.
- East stairwell curtain wall glazing placed.
- Started interior painting.
- Surface parking lot is paved.
- Started pouring bus drive.
- Installing ductwork and piping.

In May 2012, the following work is anticipated:

- East elevation masonry.
- Finish access drives.
- Install west stairwell curtain wall and glazing.
- Complete sidewalk pours.
- Install elevator.
- Ramp cleaning, sealing, and striping.
- Finish grade site and install landscape
- Install interior finishes: Paint, carpet, ceramic tile.
- Finish bus drive paving.



The picture above illustrates the project's progress as of May 2, 2012, which continues to progression on schedule, for completion on June 1, 2012 as of this date. Three additional change orders were approved during April for a total of 36 change orders to-date. The Federal Transit Administration's monthly progress report is available upon request.

2. VEISHEA Moonlight Express Service Update

Moonlight Express bus service on Friday and Saturday night of VEISHEA operated very smoothly. Additional buses were added in 2011 and were again operated this year in light of its increasing ridership. This increased service level (chart below) provides a five to eight minute service level during peak times on the busiest route from west Ames.

Year	Total Ridership	% Change
2005	2,045	
2006	4,039	+97.5%
2007	5,336	+32.1%
2008	5,904	+10.6%
2009	6,480	+9.7%
2010	9,523	+46.9%
2011	10,597	+11.3%
2012	11,358	+7.2%

This year, CyRide incurred approximately \$1,100 in damage to a bus when bricks were thrown at it as it travelled along Lincoln Way.

3. Odyssey of the Minds Event Preparation

Odyssey of the Minds is a national event held in Ames every three years. This year the event will run from Wednesday, May 23 to Sunday, May 27, 2012. This event, for children ages kindergarten through college, provides an opportunity to compete on creative problem-solving solutions. CyRide's regular route service provides service to participants moving between the dorms and campus for their events. Private carriers provide service from the hotels to campus and to/from the airports around the Midwest. The only significant change in this year's event is that CyRide will provide regular-route service to participants on Sunday, dropping them off at the Memorial Union so that they can transfer to a private carrier to travel to the airports. This event typically generates approximately 80,000 rides during the four-day event.

JUNE 2012

SUN	MON	TUES	WED	THURS	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 Transit Board Mtg. 5:15 p.m.	29	30

AUGUST 2012

SUN	MON	TUES	WED	THURS	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 Transit Board Mtg. 5:15 p.m.	24	25
26	27	28	29	30	31	