

AMES TRANSIT AGENCY BOARD OF TRUSTEES
CYRIDE CONFERENCE ROOM

July 6, 2012

1. CALL TO ORDER: 1:00 P.M.
2. Public Comments
3. Ames Intermodal Facility – Police Department Lease
4. Purchase of Two Minibuses
5. Trustee Item - Transit Director's Evaluation
6. Set Time and Place of Next Meetings:
 - August 20 – 5:15 pm
7. Adjourn

Conference Call In Information

Dial-In Number: 1-866-244-8528

Passcode: 576515

CITY OF AMES, Iowa

MEMO TO: Ames Transit Board of Trustees
FROM: Sheri Kyras
DATE: June 25, 2012
SUBJECT: Ames Intermodal Facility – Police Department 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 agreements. In addition to these tenant leases, the Ames Police Department’s Safe Neighborhoods Team has indicated an interest in sharing the facility’s management office to enhance security in and around the facility.

INFORMATION: In previous communications with the Federal Transit Administration’s Legal Counsel, the possibility of housing the Safe Neighborhoods Team in the management office of the Ames Intermodal Facility was a possibility; however, they directed CyRide staff to develop a lease to document their use of the space. As a result, the attached Intergovernmental Lease was jointly developed by the Ames Police Department, City Attorney, and CyRide staff. This document, crafted after the Executive Express and Jefferson Lines agreements, is a simplified version of these previously approved leases 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
- Safe Neighborhoods Team use of the facility would be 7 days a week between 3:30 pm and 5:00 am with accommodation for incidental use of the space at other times.
- Lease starts on July 25, 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.)
- No rent would be charged for use of the space.
- The Safe Neighborhoods Team would provide security services for the facility (page 2 of the agreement)

2. **Premises** – The square footage is estimated, 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. **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
 - They will enter the facility from Sheldon Ave. and exit on Hayward Ave.
5. **Maintenance and Repairs: Improvements, Additions and Alterations** – Ames Police Department will keep the facility clean and orderly, that it will repair, at its cost, any damage created by its employees or customers.
6. **Assignment and Subletting** – Ames Police Department may not sublease the space without written approval from CyRide and can only be subleased to another Over-The Road carrier.
7. **Severability** – The invalidity of a lease provision does not affect the remainder of the contract.
8. **Time of Essence** – Contract obligations must be addressed as quickly as possible.
9. **No Prior or Other Agreements** – The contract is the entire agreement.
10. **Notices** – All notices to either party must be in writing and delivered to the individuals identified in the agreement.
11. **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.
12. **Signs** – Ames Police Department is limited on signage as it is a transit facility as opposed to a police station.
13. **Amendments** – Requires written amendments with all parties signing.

Sections of the agreement that are different than the Jefferson Lines or Executive Express agreements include: insurance, liability, taxes, default, defining rent, payment of attorney’s fee, etc. These terms would not apply between an agency of the City (CyRide) and a department of the City (Ames Police Department) in a no-cost agreement.

The agreement has been reviewed by the Federal Transit Administration’s (FTA) Legal Counsel, with comments received, and reflected in the attached agreement; however, their final approval has not been received. The City of Ames Legal Counsel and Police Chief has also reviewed the agreement. If approved at the Transit Board meeting, it can be considered at the July 24, 2012 Ames City Council meeting agenda, if approved by the FTA.

ALTERNATIVES:

1. Approve the Ames Intermodal Facility Intergovernmental Tenant Lease with the Ames Police Department, contingent upon approval of the agreement by the Federal Transit Administration.

2. Direct staff to renegotiate a lease with the Ames Police Department, with Board direction on items to be renegotiated.
3. Do not approve a lease with the Ames Police Department for space within the Ames Intermodal Facility.

RECOMMENDATION:

The Transit Director recommends approval of alternative #1 to enter into an agreement with the Ames Police Department for space within the Ames Intermodal Facility. The Safe Neighborhoods Team's presence within the facility during evening/early morning hours will strengthen the security at the facility and have a substantial benefit for the surrounding neighborhood.

Ames Intermodal Facility Intergovernmental Tenant Lease

1. BASIC PROVISIONS

1.1 Parties: This lease dated for reference purposes only, May, 2012, is made by and between the City of Ames, Iowa, d/b/a Ames Transit (hereinafter referred to as "Landlord") and City of Ames d/b/a Ames Police Department (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) Common Areas: That certain real property for the common use of Tenant, consisting of approximately 548 square feet of floor space in the Management office area, including all improvements therein, and more particularly described on Exhibit "A-1" (hereinafter referred to as "Exclusive Premises"). This office will be shared with the management firm overseeing daily operations of the facility.

That certain real property for the common use of the Landlord, Tenant and other tenants of Landlord, consisting of approximately 705 square feet of lobby area adjacent to Tenant's office, 1,042 square feet of floor space in the central entry vestibule/men's and women's restrooms/shower area, and approximately 1,000 square feet of Bus Lane 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").

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

129 Hayward Avenue, Suite 102
Ames, Iowa 50014

(c) Hours of Operation: That certain real property for the exclusive or common use of the tenant space will be available for use by the Tenant 7 days a week, typically between the hours of 3:30 pm and 5:00 am with accommodations made for incidental use of the space at other times. Tenant will have a representative on site during times when the Premises are utilized by Tenant.

1.3 Term: The term of this Lease commences on July 25, 2012 (hereinafter referred to as "Commencement Date") and ends June 30, 2013 (hereinafter referred to as "Expiration Date") with options to renew for up to two (2) additional one-year terms at the expiration of this Lease upon mutual consent of both parties. (See paragraph 3 for further provisions.) If Tenant requests an option to renew, 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 Leased Premises equal to \$0.00 per month (the "Monthly Base Rent") in return for security services of the Ames Intermodal Facility during the evening/early morning hours. Security services for the facility will include, but not be limited to:

- Provide random patrol through parking lot and ramp.
- Provide walking patrol of parking area and administration facility as time permits.
- Provide immediate law enforcement response from administration area when in the building.
- Assist patrons and facility administration with law enforcement and security related concerns in and around the facility.

1.5 Permitted Use: Operation of police substation functions by the Tenant to include: routine report writing, interviews, telephone calls, planning, briefing and other administrative activities. The Tenant's use of all Common Areas shall be non-exclusive and the Common Area may be used by Landlord for such other purposes it deems appropriate at times of the day not utilized by Tenant under this agreement.

1.6 Parking Spaces: Included in the lease of the Premises is use of the bus lane west of the bus bays. This space 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 is an approximation which Landlord and Tenant agree is reasonable and the rental based thereon is not subject to whether or not the actual footage is more or less.

2.2 Condition: Landlord shall deliver the Premises to Tenant with all leasehold improvements described in the construction plans and specifications dated December 14, 2010. Tenant shall provide all remaining furnishings and fixtures to be utilized by Tenant in the Tenant's office area. Any alteration of the Premises must be approved by Landlord's Representative in writing prior to said alteration.

2.3 Compliance: Landlord represents and warrants to Tenant that the Premises comply with all applicable zoning requirements, ordinances, regulations and all applicable law affecting Premises and/or required in Tenant's use of the Premises or common areas appurtenant to the Premises, including the Americans With Disabilities Act (or other laws affecting handicapped access) and any environmental impact or traffic studies or requirements.

3. TERM

- 3.1 Term: The Commencement Date, Expiration Date and Original Term of this Lease are as specified in paragraph 1.3.
- 3.2 Extension: If the Lease is still in force and effect, Tenant shall have an annual option(s) to request extensions for additional terms of one year provided Tenant is not, at the date of the request, in default hereunder of such a nature as would allow Landlord to terminate the lease, and further provided Tenant has given written notice of the request to Landlord not less than six (6) months prior to the expiration of the then current Term (original or extended). If said requests for extension are made by Tenant and agreed to by Landlord in writing, the Term of this Lease shall be extended for the additional term, without requirement of any further instrument, upon all of the same terms, provisions and conditions set forth in the Lease but with the monthly base rent increased as provided in paragraph 1.4.b.

In the event the aforesaid extension(s) are requested and granted, all references in the Lease to the term shall be construed to refer to the Original Term, as extended, whether or not specific reference thereto is made in the Lease.

4. USE

- 4.1 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 ensure public safety. 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 public policing operations does not constitute a nuisance.
- 4.2 Hazardous Substances:
- (a) Tenant will comply with all environmental laws during the term of the Lease and agrees to indemnify, defend and hold the Landlord harmless from and against any and all loss, damage, liability and expense (including reasonable attorney's fees) that the Landlord may incur as a result of any claim, demand or action related to environmental conditions as a result of Tenant's use of the Premises.
 - (b) Landlord represents and warrants to Tenant that the Premises do not contain any asbestos or Hazardous Materials (as defined below) and Landlord is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under or about the premises including, but not limited to, soil and ground water condition.
 - (c) The term "Hazardous Material" as used herein shall include, but not be limited to, asbestos, flammable explosives, dangerous substances, pollutants, contaminants, hazardous wastes, toxic substances and any other chemical, material or related substance, exposure to which is prohibited or regulated by any governmental authority having jurisdiction over the Premises, any substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, by the Superfund Amendments and Reauthorization Act 42 U.S.C. § 9601, *et seq.*; the Hazardous Material Transportation Act, 49 U.S.C. § 1801, *et seq.*; Clean Air Act 42 U.S.C. § 7901, *et seq.*; Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; Clean Water Act, 33 U. S. C. § 1251, *et seq.*; the

laws, regulations or rulings of the state in which the Premises is located or any local ordinance affecting the Premises; or the regulations adopted in publication promulgated pursuant to any of such laws and ordinances.

- 4.3 Ingress and Egress: Tenant shall have the non-exclusive right of ingress and egress to and from the Premises and shall not be unreasonably restricted in the operation of its vehicles to and from the Premises. Tenant shall ingress the Premises from Sheldon Avenue and egress the Premises on Hayward Avenue.

5. 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.

6. 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 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.

7. 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.

9. 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.

10. 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.

11. NOTICES

11.1 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	Charles Cychosz
Transit Director	Program Manager I	Police Chief
Ames Transit Agency	Iowa State University	City of Ames
1700 University Blvd.	Room 27, Armory Bldg.	515 Clark
Ames, IA 50010	Ames, IA 50011	Ames, Iowa 50010

11.2 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.

12. 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.

13. SIGNS

Under this lease, vinyl letters will be added (at no cost to the Tenant) to the entrance of the shared management/Executive Express lobby, indicating the presence of the Safe Neighborhood's Team in the management office. Additionally, a sign in the same style and format as other office signage will indicate the "Safe Neighborhood's Team" next to the sign indicating "Management Office" at the door to this shared office when entering from the lobby. No additional signage will be permitted indicating the presence of the policing function as the facility is intended as a transportation facility.

14. AMENDMENTS

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

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 City of Ames
d/b/a Ames Police Department**

Ann H. Campbell, Mayor

Ann H. Campbell, Mayor

Date: _____

Date: _____

Sheri Kyras, Transit Director
Ames Transit Agency (CyRide)

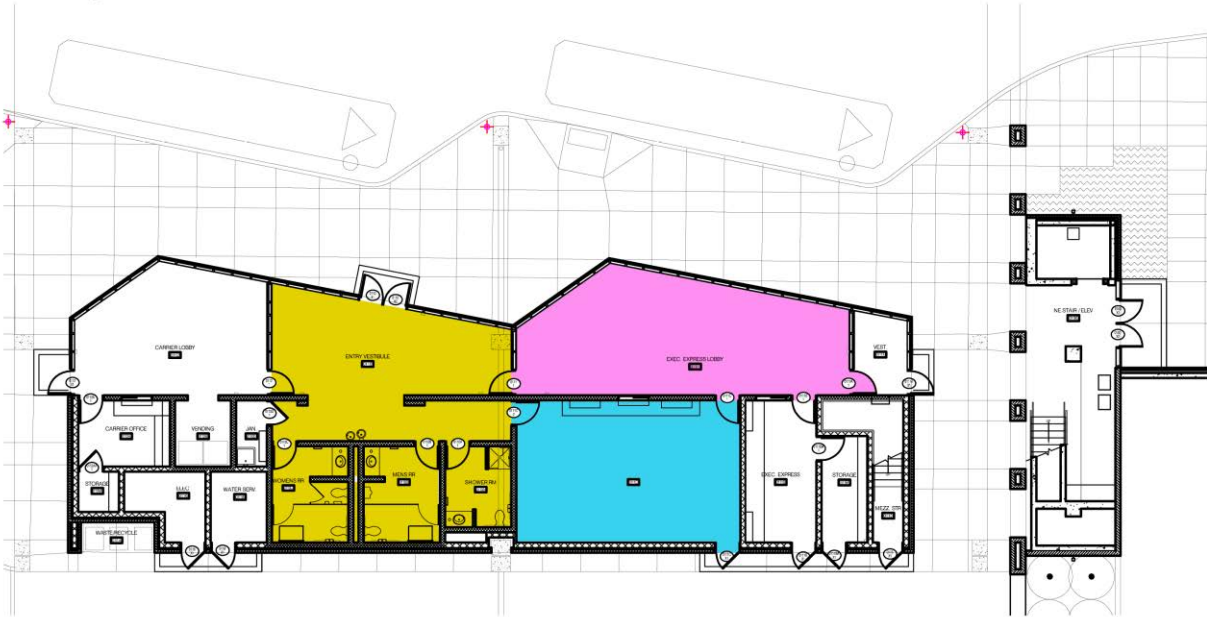
Charles Cychosz, Chief of Police
City of Ames

EXHIBIT A-1

Exhibit A-1

Key

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



TRANSIT TERMINAL - MAIN LEVEL PLAN

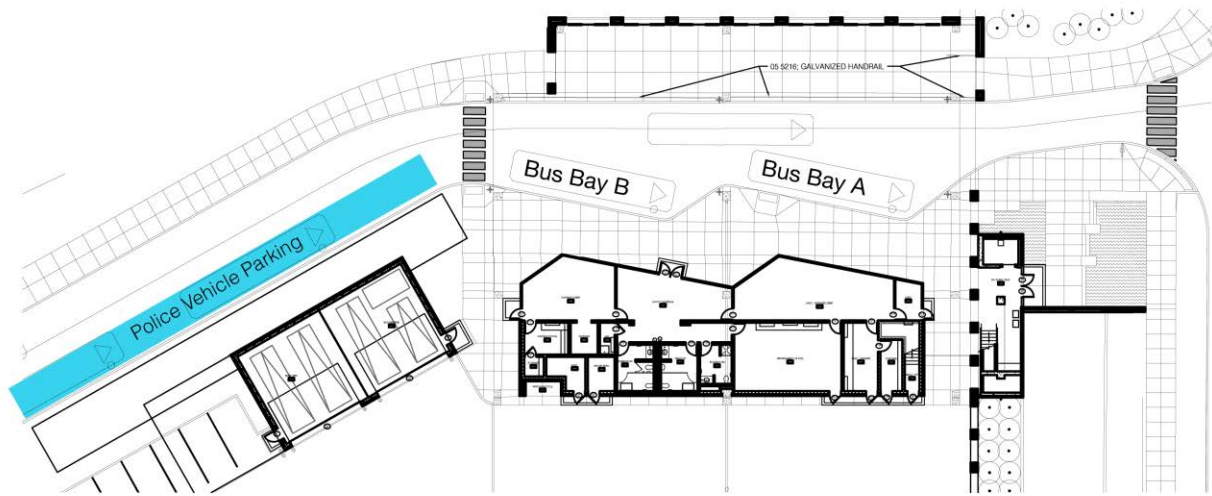
1/16" = 1'-0"

EXHIBIT A-2

Exhibit A-2

Key

Police Vehicle Parking



BUS GARAGE

1/32" = 1'-0"

CITY OF AMES, Iowa

MEMO TO: Ames Transit Board of Trustees

FROM: Sheri Kyras

DATE: June 25, 2012

SUBJECT: Purchase of Two Minibuses

BACKGROUND: CyRide received funding for the replacement of two minibuses (#378 and #379) through an Iowa DOT grant, funded with federal State of Good Repair dollars. This grant allows for a 90% federal and 10% local share. The following details the federal and local dollars available for these bus replacements:

Bus Type	# of Buses	Cost/Bus	Total Cost	Federal Share	Local Share
Light Duty (replace #378,#379)	2	\$93,000	\$186,000	\$167,400	\$18,600

The 2012 Capital Improvement Plan, approved by the Transit Board of Trustees in January 2012, contains the purchase of two minibuses and commits the \$18,600 in local dollars required for their purchase.

INFORMATION: Since approval of these buses in a grant and in CyRide’s Capital Improvement Plan, CyRide’s Fleet and Facilities Director has researched the best possible type of vehicle to replace the existing buses. Several demonstration buses have been brought to CyRide for the maintenance and operations staff to review. Through this process, it has been determined that the Titan 2 vehicle, manufactured by Glaval, is the best bus for CyRide’s use as it includes a reinforced bus frame that will better withstand the “wear and tear” of daily use. This bus is sold through Hoglund Bus and Truck Company located in Marshalltown, Iowa.

The Minnesota Department of Transportation annually, competitively bids several types of buses for procurement by Minnesota transit systems. In addition, any transit system in the United States may procure vehicles under their state’s bidding process. Therefore, CyRide may purchase the Glaval vehicle as part of the Minnesota competitive procurement, as opposed to conducting its own procurement.

If approved by the Transit Board of Trustees, the two buses could be purchased and delivered by late November 2012.

ALTERNATIVES:

1. Approve the purchase of two Glaval, Titan 2 minibuses from Hogle Bus and Truck Company located in Marshalltown, Iowa for a not-to-exceed price of \$186,000.
2. Do not approve the purchase of two minibuses under the Minnesota Department of Transportation bid and direct staff to conduct a separate bus bid.
3. Do not approve the purchase of two minibuses.

RECOMMENDATION:

The Transit Director recommends approval of alternative #1 for the purchase of two minibuses under the Minnesota bus procurement. The State of Minnesota competitively bids several types of buses each year and allows other transit systems to procure buses under their bidding process. This meets all competitive bidding requirements, while at the same efficiently allows more transit systems to procure vehicles. With sufficient local and federal dollars secured and competitive bidding requirements met, the procurement of these buses will allow CyRide to update its fleet of small buses and operate more comfortable, cleaner burning diesel vehicles.

August 2012

Sunday	Monday	Tuesday	Wed	Thurs	Friday	Saturday
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20 Transit Board Mtg. 5:15pm ISU Classes Begin	21	22	23	24	25
26	27	28	29	30	31	