

AMES TRANSIT AGENCY BOARD OF TRUSTEES
CYRIDE CONFERENCE ROOM

July 30, 2014

1. CALL TO ORDER: 3:15 P.M.
2. Approval of June 25, 2014 Minutes
3. Public Comments
4. Bus Painting Change Order
5. CyRide Facility Construction Change Order
6. #4 Gray Route Developer Proposal
7. Transit Director's Report
8. Set Meeting Time and Place:
 - August 26, 2014 – 8:00 am
9. Adjourn

The Ames Transit Agency Board of Trustees met on June 25, 2014 at 3:15 p.m. in the CyRide Conference room. President Murrell called the meeting to order via conference call at 3:21 p.m. Present: Trustees Madden, Goodman, Haila, Murrell and Abbas via conference call. Absent: Trustee Schainker.

APPROVAL OF MINUTES: Trustee Goodman made a motion to approve the May 21, 2014 Transit Board meeting minutes as presented. Motion seconded by Trustee Haila. (Ayes: Five. Nays: None. Motion carried.)

PUBLIC COMMENTS: No public comments.

NEW GRANT OPPORTUNITY: Director Kyras explained to the Board of Trustees that the Federal Transit Administration had recently distributed information regarding a new grant opportunity. She further explained that the current transportation law, MAP-21, is a two year bill set to expire September 30, 2014. The previous funding bill was called SAFETEA-LU and that it had favorably addressed the capital needs of smaller transit agencies through discretionary grant opportunities. She further explained that this grant would be the last foreseeable capital grant opportunity for small transit systems as the MAP-21 bill negatively impacts smaller transit agencies in receiving funding for capital needs.

She explained that the Federal Transit Administration had identified unused funding under SAFETEA-LU totaling approximately \$100 million and that they would be allocating these remaining funds through a discretionary capital grant opportunity called the "Ladders of Opportunity." This grant will fund capital at an 85% federal share. The grant application is a competitive grant due August 4, 2014.

Director Kyras shared that in reviewing the funding evaluation criteria, that CyRide could adequately justify a project for the grant. She indicated that staff believes the best project would be for the purchase of buses as opposed to a facility project as the grant requires all projects to be scalable. She indicated that it was easier to scale back buses than a facility, plus the uncertainty of what is needed for a facility at this time would make a competitive grant a challenge. She indicated that staff was currently weighing the question of whether 40' or articulated buses would provide the greatest benefit for CyRide at this time and provided three options to the transit board. She also shared with board members that even if CyRide were awarded buses under the Ladders of Opportunity grant, CyRide's fleet age would continue to increase as seven new buses per year is needed to keep the fleet at its current age of 9.9 years, which has increased from 8.7 years a year ago. CyRide staff believes the grant is a good opportunity, but recognizes that receiving an award will be a challenge due to the small amount of funds and the large need for bus capital nationwide.

Director Kyras shared that the five year capital plan currently identifies a locally-funded plan for \$125,000 per year to purchase buses. Director Kyras explained that the first two years of the plan are currently committed to ten used buses recently purchased and in the process of being rehabilitated. She explained that the third year was committed to the Iowa Clean Air Attainment Grant application recently approved for submittal by the Ames Transit Board of Trustees. The Ladders of Opportunity grant would commit the fourth and fifth years of the plan, potentially resulting in a fully funded capital plan for buses.

Transit board members shared that they realized the complexity of the decision to purchase articulated buses versus 40 foot buses regarding whether articulated buses improved passenger transportation and/or reduced roadway congestion. Trustee Goodman asked whether the grant could be written to include purchasing used buses to rehabilitate as well as funding new buses. Director Kyras responded that used buses had not been considered by staff and further shared that it would be very difficult to write a competitive grant application for used buses that could not be identified until after a grant was approved. Trustee Goodman also asked about whether minibuses could be purchased for service and if this would create a cost savings. Director Kyras indicated their cost is less, but that CyRide's ridership demand requires large buses. She also indicated that a majority of CyRide's operating costs are for driver's wages and that more drivers would be needed to carry the number of riders in minibuses. Tom Davenport, CyRide's Transit Coordinator stated that CyRide currently maximizes the number of minibuses on its routes for evening and weekend service.

Trustee Madden shared a concern about larger buses on campus with pedestrians and bicycles. Director Kyras indicated that the main reason for considering articulated buses at this time was that the Ladders of Opportunity grant created the only opportunity to receive 85% federal funding for an articulated bus as other sources limit federal funding to 80% of a lower-priced 40' bus. The board inquired as to whether a 60 foot bus provides double the capacity. Director Kyras said it does (120 versus 60 passengers), but that the main cost savings relates to having driver's wages for one bus as opposed to two buses. Director Kyras indicated that with CyRide's growth and higher fleet age, she believes that either type of vehicle could be considered in a competitive grant situation.

Transit board members shared that they did not have a strong opinion about which option should be included in the grant application. However, Trustee Haila shared his thoughts that if this is the last chance for federal bus capital funding, that CyRide should thoroughly consider its options before deciding which vehicle style provides the maximum benefit.

Trustee Goodman made a motion to approve Alternative #1 submitting the Ladders of Opportunity grant application and committing up to \$450,000 in local match. Trustee Madden seconded the motion. (Ayes: Five. Nays: None. Motion carried.)

ISU SPECIAL STUDENT FEE & TUITION COMMITTEE DISCUSSIONS: Director Kyras explained that CyRide staff meets each year with the Special Student Fee & Tuition Committee (Fee Committee) to recommend fee rates two years into the future. Director Kyras distributed to transit board members the information that was discussed at the Fee Committee. Director Kyras shared the reasons for the unusually large ridership increase this past year, which included: ISU enrollment increases, the harsh weather and possibly the NEXTbus system. She indicated that the number of annual rides per student increased from 170 to 180.

CyRide requested the following at the Fee Committee: \$85,000 out of the GSB Trust Fund to meet the current year's additional expenses, amending the 2014-2015 budget by \$85,000 to continue the increased level of service into the next budget year and then a \$2.24 fee increase in the 2015-2016 school year. This level of funding will slowly allow the GSB Trust Fund to decline to the desired level of approximately \$500,000 from its current level exceeding \$1 million, as future year fees will generate less dollars than are needed to support CyRide service.

Trustee Madden mentioned that discussions with the Fee Committee are the first step and that ultimately the Board of Regents will need to approve any fee increase. Trustee Madden also mentioned that both the University of Northern Iowa and Iowa are competing and becoming more active in recruiting students and that enrollment will most likely not increase at its current rate.

The discussion turned to the desired GSB Trust Fund balance. Trustee Madden shared the purpose of the Trust Fund with board members. A discussion then ensued about the appropriate trust fund level – 12%, 20% or 25%. Trustee Madden shared that he believes the approach of slowly increasing fees and trying to lower the balance is appropriate. Trustee Madden also emphasized that 6.6 million riders is a remarkable number for a community the size of Ames with 60,000 population.

Concern was shared about new developments and the pressure this created on CyRide's service.

Trustee Goodman inquired about the status of the board-directed request for a meeting with ISU Administration, GSB representatives and the CyRide board to discuss possible methods of slowing or reducing ridership on CyRide. Trustee Madden indicated that it was difficult to find the time over the summer to physically have everyone in Ames, but that he would work on this. Trustee Madden also shared that the Deloitte Consultants studying ISU's organization were looking at utilization of classrooms and that their results could impact ISU enrollment levels, and ultimately CyRide ridership, in the future.

TRANSIT DIRECTOR'S REPORT

- Odyssey of the Mind (OM) was held the last part of May and ridership was almost 10% higher than the previous OM event held in 2012 with CyRide receiving good comments regarding its service. Director Kyras explained that this event proves to be quite challenging as it is managed with a summer staffing level and provides a school year level of ridership. If it continues to grow at 10% per event, it will be a big challenge for CyRide in the future.
- Director Kyras reported that she had, had a good conversation with the HIRTA Director regarding Dial-A-Ride service. Both Directors believe that there needs to be more discussion and direction from the transit board on what the expectations are for the Dial-A-Ride service, above the ADA-required level of service. Director Kyras proposed organizing a meeting between HIRTA, CyRide and representatives from the Transit Board. Director Kyras indicated that if the desire was to have a larger conversation regarding all of HIRTA's services in the community, as opposed to just Dial-A-Ride services, then ASSET's staff and board would need to be part of these discussions. A lengthy conversation followed.

Trustee Goodman and other board members agreed that there needs to be an understanding from both organizations of what their expectations are. He further clarified that it is important to understand the needs of the human service agencies and that he believed that they should be a part of the meeting. He shared his thoughts that customers are not happy with the service at this time and that he believes that their perspectives need to be identified. He provided the example of customers being denied trips. Director Kyras indicated that she believes the ADA definition of "denials" may be different than the customer's definition.

Trustee Haila asked how CyRide educated its riders. Director Kyras explained that CyRide currently has a Dial-A-Ride brochure with basic information on how to use the service. She further explained that it does not include the rights or responsibilities of the service or the rider. She indicated that staff has a desire to enhance its current brochure with this type of information. Trustee Haila concurred stating that it could help clients better understand the service so that expectations match the service available to serve them.

Trustee Madden and Transit Board members suggested CyRide host a conversation regarding HIRTA service, including Dial-Ride and other services HIRTA provides. He indicated that he was supportive of getting a group together and including the ASSET staff/board members. Director Kyras indicated that she will initiate a conversation with Melissa Mundt, Assistant City Manager, who is staff to the ASSET Board to determine how/if to proceed with this larger group. Director Kyras requested that several members of the Transit Board also be part

of this group to ensure that Dial-A-Ride expectations are met, including all federal requirements.

- Director Kyras and CyRide staff met with CIT Signature Transportation to explore their interest in collaborating with CyRide to provide service for CyRide. Director Kyras indicated that CIT recently purchased two transit-style buses. The concept that developed from this conversation was to potentially contract for two work shifts on CyRide's Cardinal route in the morning during CyRide's highest peak service. However, only one of CIT's vehicles has a wheelchair lift. Therefore, to contract with CIT for two work shifts, CyRide would need to lease a bus to CIT for a demonstration project. Director Kyras explained the preliminary concept to board member including specifics of the service required and quality control measures being discussed. At this time, CyRide staff is developing a draft proposal for the two organizations to work from to determine if the concept is feasible for implementation. She indicated that there are a number of issues to work through such as timing of a demonstration project for a semester, whether the trial project would need to bid, etc. She also indicated that once the concept proposal was developed, staff would need to cost CyRide's expenses (capital and operating) as well as receive a cost proposal from CIT to be able to determine if the concept is financially feasible. She indicating that based on the timing of this project, the tentatively scheduled July 30th Transit Board meeting might be needed to discuss this project.

SET TIME AND PLACE OF NEXT MEETING: August 26 at 8:00 a.m.; however, will contact board members if the July 30, 2014 meeting is needed.

Meeting adjourned at 4:31 p.m.

CITY OF AMES, Iowa

MEMO TO: Ames Transit Board of Trustees

FROM: Sheri Kyras

DATE: July 30, 2014

SUBJECT: Bus Painting Change Order

BACKGROUND: CyRide staff has been in the process of acquiring used buses due to scarce federal dollars to purchase new buses. With the approval of the Ames Transit Agency Board of Trustees and Council, staff budgeted \$250,000 over two fiscal years (\$125,000 in 2013-2014 and in the 2014-2015 budget) to purchase and rehabilitate used buses. In April, staff was able to purchase 10 used buses from Metro Transit in Minneapolis – St. Paul, MN, of which eight will be used in operations and the remaining two will be used for parts.

Outside contractors bid on body work and bus painting so that buses could be ready for service this fall. ABC Companies of Faribault, MN was the low bidder based on general costs for body work and painting. Work was split between two fiscal years with five buses to be painted prior to July 1, 2014 and the remainder of the buses to be painted after July 1, 2014. Based on actual costs for previous projects of a similar nature, a budget of \$9,457 per bus (\$47,285 total) was established for painting and body work on the first five buses.

INFORMATION: Invoices for the first two buses have arrived and the repairs and painting have averaged \$12,142 per bus as opposed to the budgeted price of \$9,457. The additional cost is associated with unanticipated body work to address unseen corrosion on the vehicles that was discovered when making the repairs. Based on the actual costs for the first two buses, CyRide believes that the budget should be \$12,500 per bus (\$62,500 total) for the body work and painting of the buses, which will be more than the \$50,000 authorized by staff to approve. CyRide is requesting a contract change order to increase the amount of the purchase order.

Budget	Dollars
Available Funds	\$250,000
Purchase 10 Used Metro Buses	-\$33,300
Total Remaining	\$216,700
Estimated cost to paint first group of five buses (FY13-14)	-\$62,500
Estimated cost to paint second group of three buses (FY14-15)	-\$37,500
Balance to complete repairs, equipment and make-ready work at CyRide	\$116,700

As these buses are in good mechanical and cosmetic condition, the remaining budget should be adequate to complete their rehabilitation and preparation for service.

ALTERNATIVES:

1. Approve a contract change order with ABC Companies of Faribault, MN in the amount of \$15,215 (\$62,500 - \$47,285).
2. Reject Alternative #1 and direct staff to modify the project to reflect the Transit Board of Trustee's priorities.

RECOMMENDATION:

Alternative No. 1 will allow CyRide to pay for body work and painting of five used buses so that they will be ready for service when ISU classes resume in August. Additionally, the board approved budget of \$250,000 for the purchase and rehabilitation of the used buses will support this change order.

Therefore, the Transit Director recommends that the Transit Board of Trustees adopt Alternative No. 1, thereby approving a contract change order with ABC Companies of Faribault, MN in the amount of \$15,215.

CITY OF AMES, Iowa

MEMO TO: Ames Transit Board of Trustees
FROM: Sheri Kyras
DATE: July 30, 2014
SUBJECT: CyRide Facility Construction Change Order

BACKGROUND: CyRide’s facility construction project began in March 2013 to include bus storage expansion, flood wall/gate, and storage building duct work to raise the ceiling height. Henkel Construction Company was awarded a contract for this work at a total price of \$4,489,000, approximately \$600,000 less than the final pre-bid estimate, and available funds. An eight percent construction contingency, totaling \$362,120, was included in the total project budget.

The project is almost complete with only minor punch list items remaining. One claim has been filed against the project from a subcontractor and Henkel Construction is working to resolve the issue. Once this is completed, Henkel Construction will be requesting the project’s retainage of approximately \$247,576.

INFORMATION: The 44th change order is for removal of an unexpected manhole, backfilling with rock and additional concrete to accommodate an unaligned pipe. This was discovered while excavating for construction of a value near the ISU Cooling Towers. This change order is a \$10,582.70 addition that will require Transit Board and City Council approval.

The project’s contingency budget is \$362,120. With approval of Change Order #44, the project will exceed this contingency amount by \$122,700.50. The original construction contract cost is for \$4,489,000 but will increase to \$4,983,398.70 through Change Order #44. The Change Order Log is attached that reflects all change orders for the project.

One additional change order is anticipated for this project due to the ponding of water at the northwest portion of the building. CyRide currently has the following resources to address the need for additional construction dollars.

Funds Available

Funds	Dollars
Federal Funds (#IA-04-0111) Available as of 1/31/13	\$3,021,136
Federal Funds (Iowa DOT Grant)	\$363,800
State Funds (PTIG Expansion)	\$800,000
State Funds (PTIG Ceiling)	\$600,000
Local (20% of remaining)	\$1,196,234
Total Available	\$5,981,170

Funds Remaining

Category	Dollars	Balance
Funds Available		\$5,981,170
Expenses		
Henkel Contract	\$4,489,000	
Contingency	\$362,120	
Change Orders Above Contingency	\$122,700	
Architectural Fees Remaining as of 1/31/13 with Amendments	\$495,994	
Construction Testing (concrete strength, soils compaction, etc.)	\$45,843	
Misc - Bid Drawings, Surveys/Soil Borings, etc.	\$22,489	
Total Expenses		\$5,538,146
Remaining Balance		\$443,024

ALTERNATIVES:

1. Approve CyRide Facility change order #44 totaling \$10,582.70, for payment to Henkel Construction.
2. Do not approve change order #44.

RECOMMENDATION:

The Transit Director recommends approval of alternative #1 to approve change order #44. Without this change, CyRide's Facility construction project cannot be completed, eliminating its ability to heat the expansion addition.

CyRide Facility Construction Change Order Log

CO #	Description	Cost	Cum. Cost	COA Cum.	Date	Approval By	Pay
				Cost	Approved		Ap. #
1	Soil Remediation @ Rock Fill @ Drive	\$ 93,360.60	\$ 93,360.60	\$ 93,360.50	7/9/2013	City Council	3
2	Geopier and Foundation Changes	\$ (6,370.00)	\$ 86,990.60	\$ 6,370.00	7/10/2013	Sheri Kyras	1
3	Soil Remediation @ Floodwall	\$ 16,004.02	\$ 102,994.62	\$ 22,374.02	8/1/2013	Sheri Kyras	5
4	Fuel Storage Credit	\$ (2,024.61)	\$ 100,970.01	\$ 24,398.63	8/1/2013	Sheri Kyras	5
5	Conduit/Electrical Repair @ Sewer Trenches	\$ 2,477.21	\$ 103,447.22	\$ 26,875.84	8/1/2013	Steve Schainker	5
6	Utilities at Flood Gates	\$ 19,748.86	\$ 123,196.08	\$ 46,624.70	8/15/2013	Melissa Mundt	5
7	LEED Scorecard	\$ -	\$ 123,196.08	\$ 46,624.70	8/15/2013	Melissa Mundt	6
8	Dual Dispenser Fueling	\$ 9,979.87	\$ 133,175.95	\$ 56,604.57	8/27/2013	City Council	6
9	Bus Lift Pit Extension	\$ 19,163.36	\$ 152,339.31	\$ 19,163.36	8/28/2013	Sheri Kyras	6
10	Waterline Relocation/Replacement	\$ 88,723.02	\$ 241,062.33	\$ 129,580.54	9/24/2013	City Council	6
11	Waterproofing Lift Pits	\$ 3,470.04	\$ 244,532.37	\$ 3,470.04	9/26/2013	Sheri Kyras	6
12	Revisions to South Floodwall	\$ 2,795.82	\$ 247,328.19	\$ 6,265.86	9/26/2013	Sheri Kyras	6
13	Reinforcing in Concrete	\$ 2,748.90	\$ 250,077.09	\$ 9,014.76	9/26/2013	Sheri Kyras	6
14	Power Cable at Fuel Pumps	\$ 2,142.58	\$ 252,219.67	\$ 11,157.34	9/26/2013	Sheri Kyras	6
15	Penthouse Framing Modifications	\$ 676.28	\$ 252,895.95	\$ 11,833.62	9/26/2013	Sheri Kyras	6
16	Site Lighting Removal at S. Floodwall	\$ 3,230.48	\$ 256,126.43	\$ 15,064.10	9/26/2013	Sheri Kyras	6
17	Replacement of Concrete at S. Intake	\$ 3,584.50	\$ 259,710.93	\$ 18,648.60	9/26/2013	Sheri Kyras	6
18	Curb Cut or Moving of S. Flood Wall	\$ 22,208.92	\$ 281,919.85	\$ 40,857.52	9/26/2013	Melissa Mundt	6
19	FSC Lumber	\$ 1,884.30	\$ 283,804.15	\$ 42,741.82	9/26/2013	Melissa Mundt	6
20	Headers for OH Doors	\$ 4,628.16	\$ 288,432.31	\$ 47,369.98	9/30/2013	Melissa Mundt	7
21	Switch to Unpainted Ductwork	\$ (583.44)	\$ 287,848.87	\$ 47,953.42	9/30/2013	Melissa Mundt	7
22	Credit for Reloc. W. Site Light	\$ (1,647.10)	\$ 286,201.77	\$ 49,017.08	10/17/2013	Melissa Mundt	8
23	Cooling Tower Chilled Water Connection	\$ 72,355.11	\$ 358,556.88	\$ 115,096.93	11/12/2013	City Council	8
24	Landscap./Dumpster Redesign	\$ 12,163.96	\$ 370,720.84	\$ 12,163.96	11/13/2013	Sheri Kyras	8
25	Alternate Fuel Charging Station	\$ 4,169.24	\$ 374,890.08	\$ 16,333.20	11/13/2013	Sheri Kyras	8
26	Controls Replacement by Wash Bay	\$ 12,007.20	\$ 386,897.28	\$ 28,340.40	11/15/2013	Melissa Mundt	8
27	Credit for Bus Lift Alternate Panel	\$ (1,713.29)	\$ 385,183.99	\$ 30,053.69	11/15/2013	Melissa Mundt	8
28	Add WEEPS @ Precast Panels	\$ -	\$ 385,183.99	\$ 30,053.69	11/15/2013	Melissa Mundt	8
29	Credit for ABBA	\$ (2,244.00)	\$ 382,939.99	\$ 32,297.69	11/15/2013	Melissa Mundt	8
30	Sewer Changes at S. Floodgate	\$ 14,609.79	\$ 397,549.78	\$ 46,907.48	12/2/2013	Melissa Mundt	
31	Changes to OCS O1 @ Cooling Towers	\$ 42,412.24	\$ 439,962.02	\$ 89,319.72	12/10/2013	City Council	
32	CMU at Door 14/Move Light at Door 14 for Guillotine	\$ 30,393.97	\$ 470,355.99	\$ 30,393.97	12/12/2013	Melissa Mundt	
33	Sidewalk Revisions	\$ -	\$ 470,355.99	\$ 30,393.97	12/12/2013	Melissa Mundt	
34	Access Door at Bus Lift Alcove	\$ 5,564.80	\$ 475,920.79	\$ 35,958.77	12/12/2013	Melissa Mundt	
35	Floor Drain at Penthouse	\$ 3,219.02	\$ 479,139.81	\$ 39,177.79	2/14/2014	Melissa Mundt	
36	Vacuum Breakers	\$ 4,620.40	\$ 483,760.21	\$ 43,798.19	2/14/2014	Melissa Mundt	
38	Unit Heater at Bus Lift	\$ 1,060.29	\$ 484,820.50	\$ 44,858.48	6/25/2014	Melissa Mundt	
39	Credit for Eliminating Lintel at Alcove	\$ (1,004.56)	\$ 483,815.94	\$ 43,853.92	6/25/2014	Melissa Mundt	
40	OCS Cooling Tower	\$ 10,582.70	\$ 494,398.64	\$ 54,436.62		City Council	
	Total	\$ 484,820.50					

Contingency **\$ 362,120.00**
Contingency Remaining **\$ (122,700.50)**



AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address):
CyRide Bus Facility Expansion
Ames, IA

CHANGE ORDER NUMBER: 044
DATE: May 27, 2014

OWNER:
ARCHITECT:
CONTRACTOR:

TO CONTRACTOR (Name and address):
Henkel Construction Company
208 East State Street
Mason City, Iowa 50401

ARCHITECT'S PROJECT NUMBER: 14577878
CONTRACT DATE: March 11, 2013
CONTRACT FOR: General Construction

FIELD:
OTHER:

THE CONTRACT IS CHANGED AS FOLLOWS:


(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Upon excavation for installation of direct bury valve at the former OCS 01 location, an additional manhole was discovered. This manhole was removed, backfilled with rock, and additional concrete was poured to accommodate the unaligned pipe. Refer to attached CCD No. 042, dated May 27, 2014.

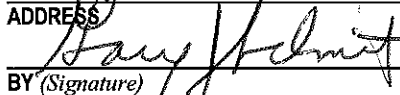
The original Contract Sum was	\$ 4,489,000.00
The net change by previously authorized Change Orders	\$ 483,816.00
The Contract Sum prior to this Change Order was	\$ 4,972,816.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 10,582.70
The new Contract Sum including this Change Order will be	\$ 4,983,398.70

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is January 29, 2014

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

URS Corporation
ARCHITECT (Firm name)
 277 West Nationwide Boulevard,
 Columbus, Ohio 43215
ADDRESS

BY (Signature)
 Stephen Zilles, AIA, LEED AP
 (Typed name)
 07-02-2014
DATE

Henkel Construction Company
CONTRACTOR (Firm name)
 208 East State Street,
 Mason City, Iowa 50401
ADDRESS

BY (Signature)
 Gary J. Schmit, President
 (Typed name)
 7-17-14
DATE

Ames Transit Agency
OWNER (Firm name)
 1700 University Boulevard,
 Ames, Iowa 50010
ADDRESS

BY (Signature)
 Melissa Mundt
 (Typed name)

DATE

CITY OF AMES, Iowa

MEMO TO: Ames Transit Board of Trustees
FROM: Sheri Kyras
DATE: July 30, 2014
SUBJECT: #4 Gray Route Developer Proposal

BACKGROUND: The #4 Gray Route operates from the ISU campus to the commuter lot and then east along S. 16th Street to S. Dayton Ave (see attached map). Currently this route operates approximately every 60 minutes from 7:30 am to 5:30 pm.

Over the past four years, major apartment complexes have been developed along this route, which target the student market. With the completion of Copper Beech this fall, it is estimated that there will be close to 1,700 student beds within a small area along this Gray Route placing pressure on one of CyRide's least frequent services.

Each year CyRide staff develops service proposals for areas of need in consideration of expanding service in the next year's budget. Increasing the frequency of this route has been one of staff's recommended service changes in light of the numerous service requests received annually from customers. Last year, the following proposal was provided to Transit Board members for budget consideration.

Gray Route Increased Frequency and Evening Service

Just prior to the fall 2014 semester, a new development targeted at students is scheduled to open along S. 16th St. called Copper Beech. This complex is to house 720 additional students, doubling the number of student living in this area (The Grove + Copper Beech). This route is currently served by the Gray route, which has 60-minute service from 7:00 am to 5:30 pm with no service in the evening or on weekends. This is difficult for students to plan their trip based on this lower level of service and particularly for students with night classes when no service operates. Therefore, CyRide staff recommends adding one bus between 7:00 am and 9:00 pm between campus on a portion of the Gray Route to S. Duff Ave. This would provide 40-minute service during the weekday and 60-minute service during the weekday evening on this portion of the Gray Route.

Estimated Annual Cost: \$113,253

At that time, the transit board was unable to fund this proposal.

INFORMATION: Since the Transit Board's discussion of this proposal in the fall and early winter, a developer, Copper Beech Townhome Communities, has indicated an interest in better transit service to their new complex located on the Gray Route. Originally they were considering three concepts for enhanced service – funding CyRide to increase existing service, hiring a private bus operator or operating service themselves. On Friday, July 11th, management of Copper Beech indicated that they would like to contract with CyRide to provide additional service beginning with the fall 2014 session (see attached email) and that they would be willing to pay \$113,000 to fully fund CyRide's fall 2013 service proposal to increase service on the Gray Route.

To accept the developer's offer, the Transit Board of Trustees would need to make two decisions: approve the expansion of service on the #4 Gray Route and enter into a contract with Copper Beech to fund this service.

For board member consideration, the Transit Director and City of Ames' legal staff has created a draft contract, which documents this service enhancement and the relationship between CyRide and Cooper Beech. This contract is attached and briefly summarized below.

1. Basic Provisions –

- Official designation of the parties to the agreement
- Service starts on August 25, 2014 and expires June 30, 2015 with option of two additional years upon mutual consent of both parties. (Discussions about the renewal would start in January of each year.)

2. Transit Services –

- Designation of the route, that it is open to the general public and the schedule
- Service will be published on CyRide's website and is part of NextBus system. Will be included in written materials if options are exercised.
- Monday through Friday service, school-year only excluding ISU holidays and breaks
- Service from approximately 7 am to almost 10 pm.
- CyRide retains the right to modify the schedule, but will notify Copper Beech in writing of changes and will need mutual agreement if it affects the compensation required from the developer.

3. Compensation –

- Base service cost is \$113,000 with year 1 payment due Sept 1, and August 1 every year thereafter if the contract is extended.
- If optional years are approved, a 2.5% increase each year
- A fuel surcharge will be levied if fuel prices rise above the budgeted amount of \$3.75/gallon at a rate of 1% for every \$.25 above the budgeted amount

- Payment will come to CyRide
4. **Rights and Responsibilities** –
 - CyRide:
 - Hiring, training
 - Scheduling, route monitoring
 - Securing and maintaining vehicles
 - Advertising of service along with its other services
 - Copper Beech:
 - Prompt payment
 - Educating tenants
 5. **Insurance Indemnity** –
 - Each party indemnifies the other for actions of negligence or wrongful acts of its employees.
 - Copper Beech/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.
 - CyRide will insure services under the contract as part of its general transit system.
 6. **Assignment and Subletting** – CyRide may not subcontract with another transit provider without written approval from Copper Beech.
 7. **Default; Breach; Remedies** –
 - Lists events that would constitute a default: failure to make payment, receivership, seizure of assets, liens.
 - CyRide defaults if, upon notification by the Copper Beech, 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 – cure the default itself and deduct cost from payment or terminate the contract.
 8. **Severability** – The invalidity of a contract provision does not affect the remainder of the contract.
 9. **Time of Essence** – Contract obligations must be addressed as quickly as possible.
 10. **Service Costs Defined** – All monetary obligations in the contract are defined as service costs.
 11. **No Prior or Other Agreements** – The contract is the entire agreement.
 12. **Notices** – All notices to either party must be in writing and delivered to the individuals identified in the agreement.
 13. **Waivers** – If a default of a specific section of the contract is waived, this does not mean other defaults are waived. Also, acceptance of payment does not waive the default.
 14. **Cumulative Remedies** – Remedies can be cumulative.
 15. **Covenants and Conditions** – All contract provisions are both covenant and conditions.
 16. **Binding Effect; Choice of Law** – Binding on all successors or representatives and any possible litigation will be in Story County.

17. **Attorney's Fees** – If litigation occurs, the prevailing party is entitled to reasonable attorney's fees.
18. **Performance Under Protest** – Copper Beech can pay for service under protest and file suit to recover the full amount.
19. **Authority** – Copper Beech confirms that its representative is authorized to sign the contract.
20. **Conflict** – Handwritten/typewritten changes prevail over the printed version of the contract.
21. **Offer** – The contract is not binding until all parties have signed the agreement.
22. **Amendments** – Requires written amendments with all parties signing.
23. **Multiple Parties** – If more than one contact is identified for a party, the actions of one bind the other.
24. **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 a copy has been submitted to Copper Beech for consideration.

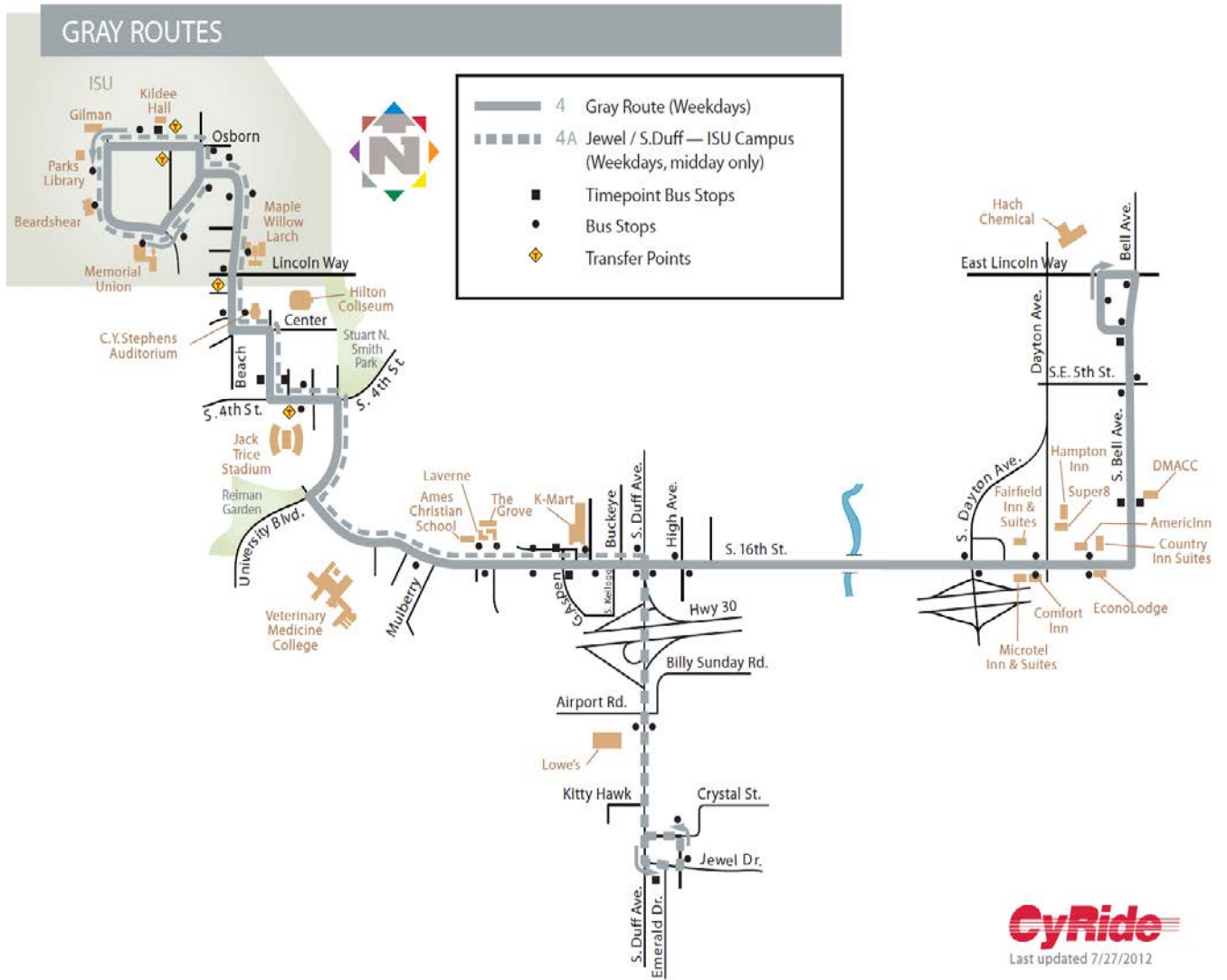
ALTERNATIVES:

1. Approve the Transit Services Contract with Copper Beech for additional service on the #4 Gray Route, contingent upon approval of the contract by Copper Beech.
2. Direct staff to modify the contract with Copper Beech with board direction on items to be negotiated.
3. Do not approve a contract with Copper Beech for additional service on the #4 Gray Route.

RECOMMENDATION:

The Transit Director recommends approval of alternatives #1 or #2 to enter into a contract with Copper Beech for additional service on the #4 Gray Route. This service is desired by CyRide customers, staff and would enhance service in a cost efficient manner.

#4 Gray Route



CyRide
Last updated 7/27/2012

Busing for the Grove and Copper Beech properties

Eric Porter to : skyras

07/11/2014 11:52 AM

Sent by: portericj@gmail.com
Cc: CB-Pat Kane, Kevin Sealey

Sheri

Thanks again for all your help! I always enjoy working with local communities and services when it comes to providing the very best for our residents.

Throughout this process, we reviewed many options focused on “what would best serve our residents’ transportation needs”. Having a community logistics service, such as yours, willing to work with us regarding stops and timing (even if we provide the buses and drivers) is a well received notion. However, we concluded your proposed added services through CyRide would collectively serve all parties the best. We are willing to fund this effort in the sum of \$113,000 annually for CyRide to provide: 40 minute cycles between campus and our properties, Monday through Friday, from 7 a.m. to 9 p.m. Also, the inclusion of your moonlight service is a great benefit as well.

In addition to CyRide's services, Copper Beech and Grove are still considering providing one 28-passenger bus. This private shuttle would run evenings, weekends, and times when the university is not in session in order to transport our residents to campus, stores, and local venues.

Please let us know if this proposal is feasible as we look forward to working with you.

Regards,

Eric J. Porter - VP Development and Physical Plant
Copper Beech Townhome Communities
2590 Park Center Blvd., Suite 200
State College, PA 16801
Phone: 814-861-8100 ext.316
Fax: 814-861-8200
E-mail: ericporter@cbeech.com
Web: www.cbeech.com

Ames Transit Agency Transit Services Contract

1. BASIC PROVISIONS

1.1 Parties: This contract dated for reference purposes only, August 12, 2014, is made by and between the City of Ames, Iowa, d/b/a Ames Transit Agency (hereinafter referred to as “Transit Provider”) and Copper Beech Townhome Communities (hereinafter referred to as “Copper Beech”) (collectively the “Parties” or individually a “Party”) for the financial assistance in providing bus service along S. 16th Street to the north of the Copper Beech development.

1.2 Term:

1.2.1 The term of this contract commences on August 25, 2014 (hereinafter referred to as “Commencement Date”) and ends May 9, 2015 (hereinafter referred to as “Expiration Date”) with an extension to renew for up to two (2) additional one-year, school-year terms at the expiration of this contract upon mutual consent of both parties. (See Section 2 for further provisions). If Copper Beech requests an extension to renew, then the parties agree to meet no later than six months before the end of said contract commencement/option period to negotiate in good faith further extensions of this Contract.

1.2.2 Extension: If the Contract is still in force and effect, Copper Beech shall have an annual option(s) to request extensions for additional terms of one year provided Copper Beech is not, at the date of the request, in default hereunder of such a nature as would allow the Transit Provider to terminate the contract, and further, provided Copper Beech has given written notice of the request to Transit Provider 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 Copper Beech and agreed to by Transit Provider in writing, the Term of this Contract shall be extended for the additional term, without requirement of any further instrument, upon all of the same terms, provision and conditions set forth in the Contract but with the base service cost increased as provided in 1.4.b.

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

2. TRANSIT SERVICES

2.1 Route: The Transit Provider will increase service on its #4 Gray Route from Iowa State’s campus to S. Duff (Exhibit 1) by providing one additional bus on this route. This route is open to the general public and is provided as a part of the Transit Providers overall transit system. This service will be published on CyRide’s website and available via the Transit Provider’s NextBus real-time bus tracking system and if extensions are approved, also in the Transit Providers, “Route Maps Timetables, and Riding Information” brochure.

2.2 Days/Hours of Operation: Service will be operated Monday through Friday on days when Iowa State University is in session (herein referred to as school-year service). Service will not be operated on Iowa State University recognized holidays or during university breaks.

The Transit Provider will supply one bus from approximately 7:00 am until 10:00 pm as indicated by the highlighted trips in Exhibit 2.

- 2.3 Service Revisions: The Transit Provider reserves the right to modify the route and hours of operation to address ridership demand along the route. If these changes alter Section 1.4 “Compensation,” the Transit Provider will provide a request in writing to Copper Beech with a written response from Copper Beech to be received by the Transit Provider no later than ten working days from receipt of notification. The alterations will be made upon mutual consent of both parties.
- 2.4 Publication: Service under this Contract will be published on the Transit Providers website and available on the Transit Provider’s NextBus real-time bus tracking system and if contract extensions are approved, also in the Transit Providers, “Route Maps Timetables, and Riding Information” brochure in subsequent years.

3. COMPENSATION

- 3.1 Base Service Payment/Schedule: The annual compensation from Copper Beech to the Transit Provider for services described in Section 1.2, “Transit Services,” will be \$113,000 for the school-year service. The first year’s contract payment will be due no later than September 1, 2014 and if contract extensions are agreed upon by both parties, by August 1, 2015 and 2016.
- 3.2 Service Increases/Fuel Surcharge: If contract extensions are requested by Copper Beech and agreed to by the Transit Provider, the “Base Service Payment” shall increase during the term of the contract extension by 2.5% per year. Additionally, if contract extensions are requested and fuel prices paid by CyRide exceed \$3.75/gallon during the contract term, a 1% fuel surcharge will be added for every \$.25 above the base price/gallon. The fuel surcharge would not apply for the first year of the contract.
- 3.3 Payment: Service costs under this contract shall be payable to the Transit Provider and sent to the following individual and address:

Ms. Sheri Kyras
Transit Director
Ames Transit Agency
1100 University Blvd.
Ames, Iowa 50010

Notice of change will be transmitted to Copper Beech as described in Section 12 of this Contract entitled, “Notices”.

4. RIGHTS AND RESPONSIBILITIES

- 4.1 Transit Provider: The Transit Provider shall be responsible for the following functions under this Contract:
 - a) Hiring and training of employees to operate the service
 - b) Scheduling and monitoring of trip loads to ensure a quality service within resources provided
 - c) Securing and maintaining vehicles to ensure that trips are not missed
 - d) Including service in Transit Provider’s written materials, when possible and appropriate

4.2 Copper Beech: Copper Beech shall be responsible for the following functions under this Contract:

- a) Prompt payment for services as delineated in Section 3, “Compensation”
- b) Educating tenants on the availability of Transit Provider’s service

5. INSURANCE INDEMNITY

- 5.1 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.
- 5.2 Waiver of Subrogation: Copper Beech and Transit Provider and all parties claiming under or through them hereby mutually release and discharge each other and the officers, employees, agents, representatives, and customers of Copper Beech or Transit Provider 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 Copper Beech, to any amounts in excess of the amount of which Copper Beech may self-insure.
- 5.3 Insurance: The Transit Provider will insure the services under this contract in accordance with its general provision of transit services within the City of Ames.

6. ASSIGNMENT AND SUBLETTING

The Transit Provider shall not have the right to assign this Contract, or subcontract all or a part of the services described in Section 2, without notification and mutual agreement with Copper Beech. Any such assignment or subcontract shall not release the Transit Provider of its obligations, liability and responsibilities under this Contract.

7. DEFAULT; BREACH; REMEDIES

- 7.1 Default: The occurrence of any of the following events constitutes a material default of this contract by Copper Beech:
 - 7.1.1 The failure by Copper Beech to make any payment required to be made by Copper Beech hereunder, as and when due, where the failure continues for a period of twenty (20) days after Copper Beech receives notice thereof from Transit Provider.

- 7.1.2 The making by Copper Beech of any general assignment or general arrangement for the benefit of creditors; the filing by Copper Beech of a petition to have Copper Beech adjudged as bankrupt; the judicial declaration of Copper Beech as bankrupt.
- 7.1.3 The appointment of a trustee or receiver to take possession of substantially all of Copper Beech's interest in this Contract, if possession is not restored to Copper Beech within thirty (30) days.
- 7.1.4 The attachment, execution or other judicial seizure of substantially all Copper Beech's interest in this Contract, if the seize is not discharged within thirty (30) days.
- 7.2 Remedies upon Copper Beech's Default: In the event of any such material default by Copper Beech, Transit Provider may, after giving notice as provided above, terminate services provided under this contract.
- 7.3 Default by Transit Provider: Transit Provider shall not be in default unless Transit Provider or its Representative fails to perform any covenants, terms, provisions, agreements or obligations required of the Transit Provider within a reasonable time, but in no event later than thirty (30) days after notice by Copper Beech to Transit Provider; provided that if the nature of Transit Provider's obligation is such that more than thirty (30) days are reasonably required for performance, then Transit Provider shall not be in default if Transit Provider or its Representative commences performance within the thirty (30) day period and thereafter diligently completes performance.
- 7.4 Remedies upon Transit Provider's Default: If Transit Provider defaults in the performance of any of the obligations or conditions required to be performed by Transit Provider or its Representative under this Contract, Copper Beech may, after giving notice as provided above, either cure the default and deduct the cost thereof from the base service cost subsequently becoming due hereafter, or elect to terminate this contract upon giving thirty (30) days notice to Transit Provider of its intention to do so. In that event, this contract shall terminate upon the date specified in the notice, unless Transit Provider has meanwhile cured the default to the satisfaction of Copper Beech. In the event that any representations and warranties set forth in this contract (including but not limited to those set forth in Paragraph 4 herein) shall cease to be the case, and if Transit Provider shall have failed to commence to cure within sixty (60) days after notice from Copper Beech and thereafter diligently completes the cure of the same, then, except as specifically provided elsewhere in this Contract, Copper Beech shall have the right to terminate this Contract upon notice to Transit Provider. Copper Beech may also pursue those remedies available to it under the laws of the state in which the Premises are located.

8. SEVERABILITY

The invalidity of any provision of this Contract, 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 Contract.

10. SERVICE COSTS DEFINED

All monetary obligations of Copper Beech to Transit Provider under the terms of this contract are deemed to be service costs.

11. NO PRIOR OR OTHER AGREEMENTS

This Contract 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.

12. NOTICES

12.1 All notices required or permitted by the Contract 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 Contract Section 12.2. Timely delivery of notices as specified in this Contract 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 Transit Provider hereunder shall be concurrently transmitted to such party or parties at such addresses as Transit Provider may from time to time hereafter designate by written notice to Copper Beech.

Transit Provider
Sheri Kyras
Transit Director
Ames Transit Agency
Iowa 1700 University Blvd.
Ames, Iowa 50010

Copper Beech
Eric J. Porter
VP Development and Physical Plant
Cooper Beech Townhome Communities
2590 Park Center Blvd., Suite 200
State College, PA 16801

12.2 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.

13. WAIVERS

No waiver by Transit Provider of the Default or Breach of any term, covenant or condition hereof by Copper Beech, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Copper Beech of the same or of any other term, covenant or condition hereof Transit Provider's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Transit Provider's consent to, or approval of, any subsequent or similar act by Copper Beech, or be construed as the basis of an estoppel to enforce the provision or provisions of this Contract requiring such consent. Regardless of Transit Provider's knowledge of a Default or Breach at the time of accepting payment, the acceptance of payment by Transit Provider shall not be a waiver of any preceding Default or Breach by Copper Beech of any provision hereof, other than the failure of Copper Beech to pay for services so accepted. Any payment given to the Transit Provider by Copper Beech may be accepted by Transit Provider an account of moneys due Transit Provider, notwithstanding any qualifying statements or

conditions made by Copper Beech in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Transit Provider at or before the time of deposit of such payment.

14. 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.

15. COVENANTS AND CONDITIONS

All provisions of the Contract to be observed or performed by Copper Beech are both covenants and conditions.

16. BINDING EFFECT; CHOICE OF LAW

This Contract 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 Contract shall be initiated in Story County, Iowa.

17. 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.

18. 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 Contract.

19. AUTHORITY

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

20. CONFLICT

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

21. OFFER

Preparation of this Contract by Transit Provider or its Representative and submission same to Copper Beech, shall not be deemed an offer to contract with Copper Beech. This Contract is not intended to be binding until executed by all parties hereto.

22. AMENDMENTS

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

23. MULTIPLE PARTIES

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

24. NO INTERPRETATION AGAINST DRAFTER

Each party recognizes that this contract 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 contract, the same shall not be construed against either party on the basis of that party being the drafter of such terms.

TRANSIT PROVIDER AND COPPER BEECH HAVE CAREFULLY READ AND REVIEWED THIS CONTRACT AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THE CONTRACT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

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

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

For Copper Beech Townhome Communities:

Zachary Murrell, President
Transit Board of Trustees

Eric Porter, VP Development and Physical Plant

Date:_____

Date:_____

EXHIBIT 1

#4 Gray Route
Campus to S. Duff Only

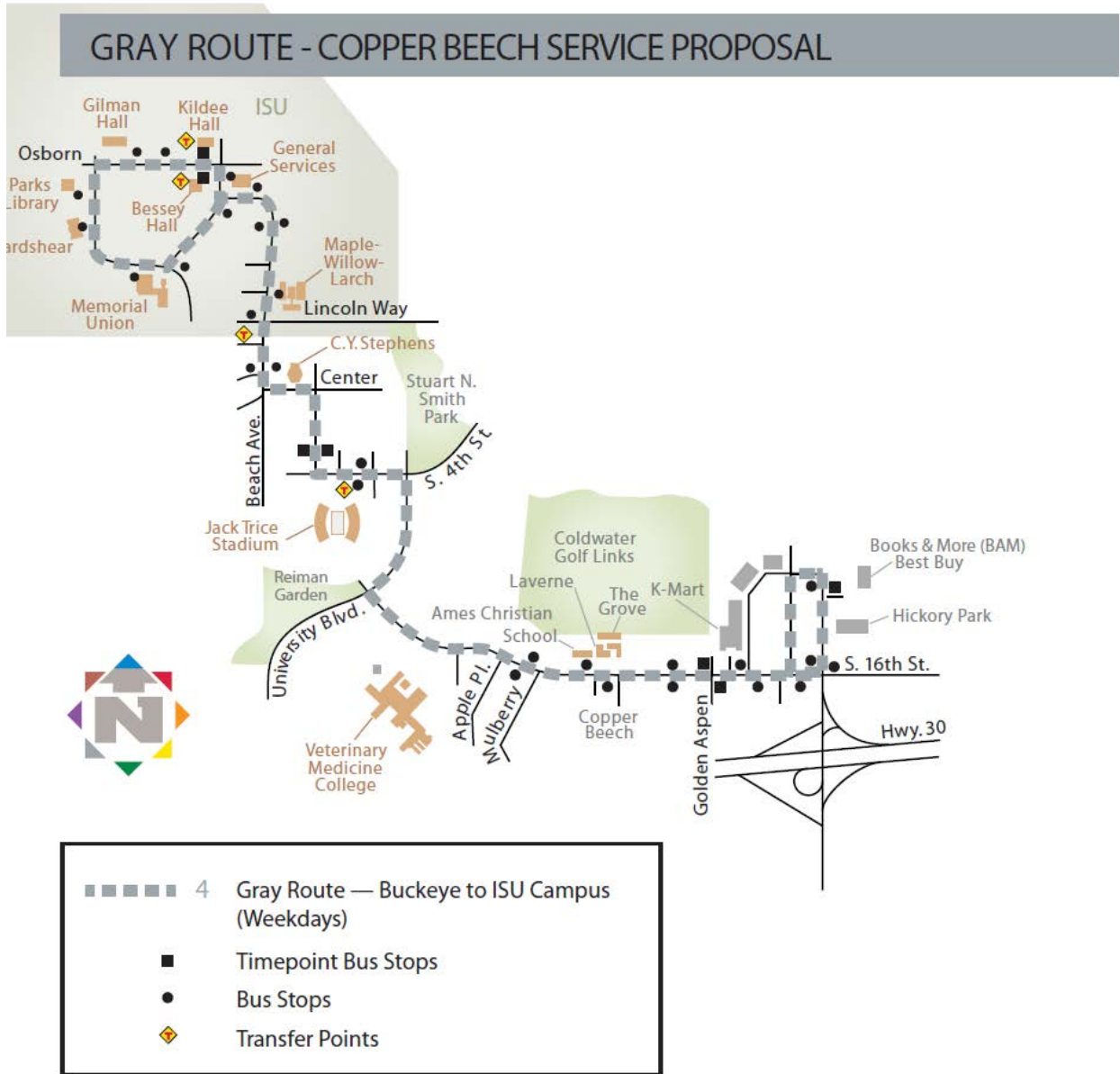


EXHIBIT 2

**Copper Beech Service
S. Duff to Campus**

Buckeye	Grove/ Copper Beech	ISC	Kildee	ISC	Grove/ Copper Beech	Buckeye
	7:04 AM	7:12 AM	7:19 AM	7:30 AM	7:37 AM	7:41 AM
	7:22 AM	7:31 AM	7:38 AM	7:49 AM		
	7:34 AM	7:43 AM	7:50 AM	8:01 AM	8:06 AM	
7:57 AM	8:04 AM	8:12 AM	8:19 AM	8:30 AM	8:37 AM	8:41 AM
	8:34 AM	8:43 AM	8:50 AM	9:01 AM	9:06 AM	
8:57 AM	9:04 AM	9:12 AM	9:19 AM	9:30 AM	9:37 AM	9:41 AM
	9:34 AM	9:43 AM	9:50 AM	10:01 AM	10:06 AM	
9:57 AM	10:04 AM	10:12 AM	10:19 AM	10:30 AM	10:37 AM	10:41 AM
	10:34 AM	10:43 AM	10:50 AM	11:01 AM	11:06 AM	
			10:51 AM	11:02 AM	11:07 AM	
10:57 AM	11:04 AM	11:12 AM	11:19 AM	11:30 AM	11:37 AM	11:41 AM
	11:18 AM	11:26 AM				
			11:51 AM	12:02 PM	12:07 PM	
11:57 AM	12:04 PM	12:12 PM	12:19 PM	12:30 PM	12:37 PM	12:41 PM
	12:18 PM	12:26 PM	12:33 PM	12:44 PM		
		12:55 PM	1:02 PM	1:13 PM	1:18 PM	
1:10 PM	1:17 PM	1:25 PM	1:32 PM	1:43 PM	1:50 PM	1:54 PM
	1:29 PM	1:37 PM				
			2:02 PM	2:13 PM	2:18 PM	
		2:05 PM	2:12 PM	2:23 PM	2:27 PM	
2:10 PM	2:17 PM	2:25 PM	2:32 PM	2:43 PM	2:50 PM	2:54 PM
	2:29 PM	2:37 PM				
	2:57 PM	3:05 PM	3:12 PM	3:23 PM	3:27 PM	
3:10 PM	3:17 PM	3:25 PM	3:32 PM	3:43 PM	3:50 PM	3:54 PM
	3:57 PM	4:05 PM	4:12 PM	4:23 PM	4:27 PM	
4:20 PM	4:27 PM	4:35 PM	4:42 PM	4:53 PM	5:00 PM	5:04 PM
	4:57 PM	5:05 PM	5:12 PM	5:23 PM	5:27 PM	
5:20 PM	5:27 PM	5:35 PM	5:42 PM	5:53 PM	6:00 PM	6:04 PM
6:20 PM	6:27 PM	6:35 PM	6:42 PM	6:53 PM	7:00 PM	7:04 PM
7:20 PM	7:27 PM	7:35 PM	7:42 PM	7:53 PM	8:00 PM	8:04 PM
8:20 PM	8:27 PM	8:35 PM	8:42 PM	8:53 PM	9:00 PM	9:04 PM
9:10 PM	9:17 PM	9:25 PM	9:32 PM	9:43 PM	9:50 PM	9:54 PM

Transit Director's Report

July 2014

1. HIRTA Meeting Status

The Transit Director has met with the Assistant City Manager, Melissa Mundt, to discuss a larger group meeting regarding expectations for the entire HIRTA service, which include CyRide's Dial-A-Ride program. Through these discussions, a list of invitees is in the process of being developed, which include CyRide board members and staff, HIRTA board members and staff, ASSET board members and staff and several human service agencies with significant HIRTA clients. The meeting will be scheduled for September due to current obligations to begin the new school year and schedule availability for the large number of people that will be in attendance for the meeting. When a specific date has been selected, the Director will notify board members interested in attending the meeting.

August

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
					1 Triennial Review	2
3	4 Sheri Vacation	5	6	7	8	9
10	11	12	13	14	15 Sheri Vacation	16
17	18 CyRide Fall Schedule Begins	19	20	21	22	23
24	25 ISU Fall Semester Begins	26 Transit Board Mtg. 8:00 a.m.	27	28	29	30
31						

2014