

AMES TRANSIT AGENCY BOARD OF TRUSTEES
CYRIDE CONFERENCE ROOM

August 26, 2014

1. CALL TO ORDER: 8:00 A.M.
2. Approval of July 30, 2014 Minutes
3. Public Comments
4. Operating Demonstration Project Update
5. ISU-GSB-Transit Board Discussion Summary
6. Transit Director's Report
7. Set Fall Semester Meeting Time and Place:
 - September 30, 2014 – 8:00 am
 - October 28, 2014 – 8:00 am
 - December 2, 2014 – 8:00 am
8. Adjourn

The Ames Transit Agency Board of Trustees met on July 30, 2014 at 3:15 p.m. in the CyRide Conference room. President Murrell called the meeting to order at 3:26 p.m. Present: Trustees Madden, Schainker, Haila, Murrell and Abbas. Absent: Trustee Goodman.

APPROVAL OF MINUTES: Trustee Haila made a motion to approve the June 25, 2014 Transit Board meeting minutes as presented. Motion seconded by Trustee Madden. (Ayes: Four. Nays: None. Motion carried.)

PUBLIC COMMENTS: No public comments.

BUS PAINTING CHANGE ORDER: Director Kyras explained that CyRide purchased ten used buses from Metro Transit, the bus system in St. Paul, Minnesota and, after inspections of the vehicles, had determined that eight of the ten buses were in good enough condition to be operated in service - the other two buses will be used for parts. She further explained that the first step in refurbishing the vehicles was to repaint the exterior of the buses. Five of the buses will be painted within the FY2014 budget and be ready for service for the fall semester and the additional three buses in the FY2015 budget year and will be ready for the spring semester.

ABC Companies of Faribault, MN was the low bidder on this work, which was bid based upon a cost per hour for body work and painting. CyRide staff had estimated the average hours of work to complete each bus based upon similar projects in the past and determined the cost to be \$9,457 per bus for a total purchase order for five vehicles of \$47,285. However, after the first two buses were completed, they averaged over \$12,000 per bus due to unforeseen repair work discovered once they began refurbishing the buses. As a result, Staff believes the budgeted, average cost per bus should be \$12,500 per bus for a total budget of \$62,500, which will exceed staff's authorization level. Therefore, a change to the purchase order must be approved by the Transit Board of Trustees and City Council.

Transit board members asked about the bidding process for the painting work. Director Kyras explained that the amount of corrosion and unforeseen damage to the body of the bus is difficult to identify until the current paint is removed, therefore, bids are based upon the type of work on an hourly basis as opposed to a cost to complete the work.

Trustee Haila made a motion to approve a contract change order with ABC Companies of Faribault, MN in the amount of \$15,215 (\$47,285 - \$62,500). Trustee Madden seconded the motion. (Ayes: Four. Nays: None. Motion carried.)

CYRIDE FACILITY CONSTRUCTION CHANGE ORDER: Director Kyras indicated that the facility's construction project was almost complete with only a few items left on the punch list.

She explained that the change order request (#44) was for an unexpected manhole that was found on the west side of the building when excavation work was being completed near the ISU Cooling Towers. The cost to remove the manhole is \$10,582.72.

Director Kyras explained the project budget, indicating that the contingency budget for the project was \$362,120 and, with the approval of Change Order #44, the project contingency will exceed the original budget amount by \$122,700.50. She indicated that the project budget has remaining funding, after paying for all change orders, of \$443,420.

Director Kyras indicated that there may be one more change order to correct water that is ponding near the dumpster on the west side of the building. Board and staff members discussed responsibility for this situation. Director Kyras indicated that current discussions on this topic were on-going between the Architect and Contractor.

Director Kyras also explained one additional situation that would delay closeout of this capital project. A claim had been filed by a subcontractor indicating non-payment by the Contractor and until this is resolved, will hold up payment of final retainage. A discussion ensued regarding the nature of the claim and the Contractor's actions to resolve the issue.

Trustee Haila made a motion to approve CyRide Facility Change Order #44 totaling \$10,582.70 for payment to Henkel Construction. Trustee Madden seconded the motion. (Ayes: Four. Nays: None. Motion carried.)

#4 GRAY ROUTE DEVELOPER PROPOSAL: Director Kyras told the transit board, one of the service proposals CyRide staff brought to the transit board during budget discussions last fall was to increase service on the Gray route by adding one bus and improving service from hourly to service every 40 minutes, as well as adding evening weekday service. She indicated that the Gray route serves major student apartments and helps provide capacity on the Orange route at the Iowa State Center. She reminded board members that the estimated cost to add the proposed service was \$113,253. She indicated that service was not able to be added to the 2014-2015 budget at budget approval time in January 2014.

Director Kyras shared that since the transit board's discussion, the Copper Beech Townhome developer had indicated an interest in better service to their complex and considered three service ideas: funding CyRide, hiring a private operator, or directly operating service. Their preference was to fund CyRide. As a result, Director Kyras shared with the developer the Gray Route service proposal and cost as discussed by the transit board last fall. She indicated that the developer had indicated an interest in fully funding this proposal if service could begin for the fall semester.

In response, Director Kyras and the City of Ames legal department had drafted a contract for this service, which is included in the board packet. This contract had also been submitted to the developer for their review and their counter-proposal was handed out at the meeting. Director Kyras explained the developer's proposed changes to board members. The most significant change was in the Compensation section, which adjusted the annual payment in the second and third years of the contract by the Consumer Price Index for the year or a maximum of 2.5% as opposed to the original concept of 2.5% per year. Director Kyras shared her concern that the CPI reflects the health of the economy, not CyRide's actual costs of providing service. As a result, there was a possibility that the CPI would not cover annual expenses for the additional service.

Director Kyras shared that two actions would be required by the transit board - approving the service change and then approving a contract for payment for the service.

The transit board agreed that using the CPI to adjust costs could result in not recovering all of CyRide's service costs.

Trustee Schainker expressed his concern on being locked into only one year and the possibility that after that year, the developer could decide to not fund the additional service. He further explained his concern stating that CyRide would be changing its service to accommodate this request and if the developer did not pay in the second year or beyond, students expectations would be set making it difficult for the transit board to reduce service.

Trustee Madden agreed that the contract needed to require the developer to commit to three years of funding.

Trustee Madden shared that, regardless of the developer's cost proposal, he believes that there will be increasing pressure to add this service as a result of the additional students units. H indicated that he supported a longer-term commitment to pay for the services. Trustee Schainker shared that he believed there needed to be a non-appropriation clause, which would allow the transit board to be released from the contract each year of the three-year contract.

Transit board members discussed whether to consider the Copper Beech developers proposal if the firm could not commit to three years. Board members shared that if a contractual agreement could not be made, that the students will still ride on the existing Gray route service and that the buses would be more crowded or that CyRide might have to add an extra bus to address overcrowding. Another scenario was discussed where students would drive to the Iowa State Center to board the Orange route, creating over-loaded buses at this location. Director Kyras shared that CyRide might be able to put an articulated bus on the Gray route, easing operational and driver issues.

President Murrell pointed out that it would be better to agree to some money for this service rather than walking away from the developer's request. He also shared that he agreed that a three year commitment by the developer was desired.

Trustee Schainker questioned Section 2.2 of the draft contract regarding language on the days of operation. His concern addressed whether CyRide would be committing to operate service if Iowa State University closed down. Director Kyras shared that CyRide operates when ISU is closed for inclement weather unless streets are impassable, but indicated that the wording included clarification on ISU breaks and holidays. It was discussed to modify the wording to reflect operation of service during ISU school days only.

Trustee Madden made a motion to give Director Kyras authority and flexibility to negotiate a contract with the developer and further to request a three year commitment with a non-appropriate clause for the transit board and the board's desire for a 2.5% annual increase. Consensus of board members present was that the annual increase was less important than the three-year commitment. Board members indicated a desire to not hold a special meeting to approve the final contract, but indicated that the Director could negotiate the best contract possible, based upon the board's input from this meeting.

Trustee Haila suggested that the contract should contain an explanation that the service under contract with Copper Beech was reflected by the yellow highlighted times in Exhibit 2.

Based on further discussion, comments, and direction of the Ames Transit Board of Trustees, Mr. Madden's motion to give Director Kyras the authority to negotiate and modify the contract with the Copper Beech developer was seconded by Trustee Haila. (Ayes: Four. Nays: None. Motion carried)

TRANSIT DIRECTOR'S REPORT

- Director Kyras shared the status of the meeting requested by transit board members regarding HIRTA services. She indicated that she had a meeting with the Assistant City Manager, Melissa Mundt who is staff to the ASSET board, and that collectively they were developing an invitee list to this meeting. She indicated that they were working toward a September meeting and would let the transit board know when this is scheduled.
- Director Kyras indicated that the Ladders of Opportunity grant was completed and in the process of being submitted electronically. She indicated the grant included a request for four articulated buses.

Trustee Haila asked if CyRide staff was concerned about being ready for the fall semester. Director Kyras mentioned that CyRide staff is always apprehensive this time of year, but a bit more so this year. She shared that the hiring/training of drivers this

summer had created a large challenge and that currently there is more work than drivers available. She indicated that as many staff as are qualified to drive will most likely be driving until more drivers can be hired/trained during the fall semester.

Trustee Madden asked if CyRide provides some type of incentive at the end of the year to keep drivers. Barbara Neal explained that this would not keep drivers because there is no work for them in the summer when CyRide's ridership is approximately 1/3 of its school year ridership. As a result, drivers find other jobs and do not return. The other factor is that there is more service hour each year, as there used to be 2,000 hours of service per week and now CyRide is operating 4,600 hours. Trustee Madden asked if CyRide paid for employee's cost to obtain a CDL license. Ms. Neal indicated that it does not, but that CyRide does train new employees to obtain a CDL license. She further added that the cost of the license has not been an issue to date for employees.

Trustee Haila asked where the request stands with Iowa State for any kind of land for expansion - soccer field or to the west. Trustee Madden indicated that ISU's focus currently is on Iowa State's stadium parking lot issue and that CyRide's request would most likely not be able to be addressed until this is finalized.

Director Kyras indicated that this is the first step to identify where the building could be extended and then the remaining \$400,000+ remaining in a federal capital grant could help pay for final engineering of the building on the identified piece of land.

Trustee Haila, Trustee Schainker and Trustee Abbas will not be able to attend the Fee Committee meeting regarding the future of CyRide services, but transit board members felt that the meeting should move forward as there would be no decision at this meeting and opportunities at future meetings for their input.

Director Kyras also shared the final 2013-2014 ridership numbers at 6,619,182. June Orientation shows a ridership increase.

SET TIME AND PLACE OF NEXT MEETING: August 26 at 8:00 a.m.

Meeting adjourned at 4:30 p.m.

CITY OF AMES, Iowa

MEMO TO: Ames Transit Board of Trustees
FROM: Sheri Kyras
DATE: August 26, 2014
SUBJECT: Operating Demonstration Summary

BACKGROUND: At the June 2014 Transit board meeting, staff shared with board members a possible project that they were exploring to collaborate with CIT Transportation. The project's purpose would be to reduce CyRide's peak period bus and driver requirements, through a contract with CIT to utilize their two public transit style buses and drivers in the provision of CyRide's daily service.

INFORMATION: Since June 2014, CyRide staff has developed the attached project white paper to guide discussions and consideration by both organizations. Specifics of the project as currently envisioned are as follows:

- **Project Type/Duration:** Demonstration project for the spring semester 2015 (possibly fall 2015)
- **Route:** #21 Cardinal Route
- **Number of Transit Style Buses:** 2, only one CIT bus has a wheelchair lift so CyRide could lease one of its buses to CIT for operation during the demonstration period.
- **Lease Arrangement:**
 - \$50 per day rental
 - Bus to be stored inside
 - Maintenance to be provided by CyRide and paid for by CIT
- **Vehicle Damage to Leased Vehicle:** To be repaired by CyRide and paid for by CIT
- **Equipment:** All equipment that would be needed on a CyRide bus would also be required for a CIT bus providing CyRide service, except for a farebox as the #21 route is a free circulator route. Most equipment would be provided by CyRide, at no cost to CIT for the demonstration project, with CIT paying CyRide for the installation of the equipment by CyRide employees.
- **Insurance:** Same insurance requirements as in the HIRTA and Durham School Services contracts.
- **Driver Requirements:** (Similar to Durham contract requirements)
 - Not listed on Sex Offender Registry

- No more than three traffic convictions or accidents in last three years
- No OWI
- Must pass a DOT physical
- Shall have an Iowa CDL license with appropriate endorsements
- Not be a former CyRide driver who left employment involuntarily
- Uniform – casual pants and solid colored shirt of any color that is clean and in good repair
- **Driver Training:**
 - Drivers must be knowledgeable about CyRide policies, routes, schedules and procedures as they will be providing regularly-scheduled service for CyRide.
 - Must attend a 3-hour orientation session provided by CyRide
- **Customer Complaints:**
 - Notify CyRide within 24 hours and work with CyRide to resolve
- **Reports:**
 - Drug and Alcohol Testing Policy and MIS
 - Daily information on:
 - Ridership by trip
 - Mileage per bus
 - Evaluation Criteria: TBD by CyRide board and staff
- **FTA Requirements:**
 - Must meet all requirements and these are attached to the document

CyRide staff is looking for direction on two questions:

- Is this a project that the transit board is interested in pursuing as a one-semester demonstration project for the spring or fall 2015 semester?
- If so, are there any modifications to the terms of the project that board members desire?

Ames Transit Agency (CyRide)



Demonstration Project - Fixed Route Service



Date: July 7, 2015

Prepared by: Sheri Kyras

Service Operating Agreement

Purpose of the Service Operating Agreement

The Ames Transit Agency (CyRide) seeks a contractor to provide bus service on ISU school days on portions of the CyRide fixed route system.

This agreement serves as the guidelines and ground rules to help CyRide and the contractor to work most productively together over the course of the project. The agreement is a living document and may be updated as the need arises throughout the project. Any updates will be discussed with and ratified by CyRide and the contractor.

Service Requirements

Demonstration Period/Days of Operation:

The demonstration period would operate Monday through Friday, beginning Monday, January 12, 2014 through Friday, May 8, 2015. Except on the following ISU non-school days:

- Monday, January 19, 2015
- Monday – Friday, March 16-20, 2015

If Iowa State University classes are cancelled, CyRide will notify the contractor and service will not be operated.

Route/Hours of Operation:

For this demonstration period, contracted service will be on the #21 Cardinal Route operating between approximately 7:00 am and 12:30 am. The driver's run sheets are attached for specifics. If modifications are necessary, CyRide will determine the route and hours of operation and communicate this information to the contractor 30 days prior to implementing a change.

Vehicles:

Two public transit vehicles and adequate spare public transit buses will be required for service. All vehicles shall be ADA compliant, including wheelchair lifts/ramps. If two vehicles are not available, arrangements may be made with CyRide to lease a vehicle(s) for this demonstration period at a rate of \$50 per day, with lease revenue deducted from monthly invoices. At the contractor's expense, the leased vehicle must be stored inside a building owned or rented by the contractor. Also, the leased vehicle may not be used in any other service than service provided under this agreement.

All maintenance of CyRide leased vehicles shall be completed by CyRide mechanics and scheduled with its maintenance department using the transit agency's maintenance standards.

All vehicles operated under this agreement will be adequately maintained according to the manufacturer's guidelines and have a positive appearance including interior/exterior cleaning as needed.

Equipment:

All vehicles operated for CyRide under this agreement will be equipped with the following:

- Radio capable of communicating with CyRide Dispatchers/Supervisors (to be provided by CyRide at no expense and installed by and at contractor's expense)
- Electronic Destination Sign
- NextBus Vehicle Tracking System (to be provided (at no cost) and installed by CyRide, at contractor's expense)
- Ride counter (to be provided by CyRide at no expense and installed by and at contractor's own expense)

If the demonstration project is successful, the successful bidder of this service would need to equip its buses with fareboxes and security cameras as well.

If the demonstration project is unsuccessful, all equipment will be removed from contractor's vehicles at the contractor's expense.

Insurance:

The contractor, at their expense, shall procure and maintain during the entire term of the agreement, for the benefit of the contractor and the City of Ames, the insurance required in this section and agreement.

- 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, the contractor 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.

Vehicle Damage:

If a vehicle leased to the contractor by CyRide is damaged in any manner (scratches, dents, or major damage), CyRide will repair the damage and bill the contractor for its repairs using CyRide's hourly rate of \$86 for labor plus parts.

Driver Qualifications:

The following driver qualifications are required:

- Drivers shall not be listed on the Iowa Sex Offender Registry or have a suspended/revoked driver's license.
- Drivers are not permitted to have more than three traffic convictions or accidents in the last three years and no record of OWI on their driving record.
- Drivers must pass a DOT physical.
- Drivers shall not be former CyRide drivers who have left employment involuntarily.
- Drivers shall maintain an Iowa CDL license with appropriate endorsements.

The contractor will be required to hire/train all drivers for the service and ensure adequate staffing on a daily basis and will assign a pool of drivers for operation of this service.

Drivers will be required to wear casual pants (no jeans) and a solid colored short or long-sleeved shirt of any color that is clean and in good repair. Toed shoes (no sandals) and socks are also required.

Driver Training:

All drivers operating trips under this agreement will be required to be knowledgeable in CyRide routes, schedules, policies and procedures to provide quality customer service to CyRide riders. Therefore, each driver will be required to attend a three hour CyRide driver orientation session to familiarize contract drivers with situation they will experience in daily operation of service under this agreement. This training will be conducted by CyRide training staff.

Customer Complaints:

If a customer complaint is received by the contractor for service under this agreement, the contractor will notify CyRide within 24 hours and work with the transit agency staff to resolve the concern.

Reports:

The following information will be recorded on a daily basis and provided to CyRide on a weekly basis:

- Ridership by trip
- Mileage per bus for service under this agreement only

Additionally, the contractor will initially provide a copy of their drug and alcohol testing policy and shall provide a copy of their Drug and Alcohol MIS no later than February 15th of 2016.

Demonstration Project Evaluation:

Criteria will be developed by the Ames Transit Board of Trustees and staff to evaluate the success of this project and communicated to the contractor under separate letter.

Federal Transit Administration Requirements

The contractor "stands in the shoes of" CyRide in providing service. As such, it is required to comply with all Federal Transit Administration regulations, which are attached.

Cardinal Route – First Bus

AMES TRANSIT AGENCY
Updated 07/03/14

RUN C2
08/18/14 TO 5/8/15

CODE	TIME	RTE	FROM	SPECIAL INSTRUCTIONS
RUN C2	7:06 AM			ISU CLASS DAYS ONLY
	7:26 AM	21	FRED	
	**If your bus is scheduled to arrive at the endpoint prior to the next bus departure, turn left at the community center and drop passengers on the east side of the community bldg. Wait at the community center until the bus ahead of you leaves 42 Frederiksen.			
	7:50 AM	21	FRED	Please tally how many you have on board when you leave Frederiksen in the right hand column for every trip.
	8:14 AM	21	FRED	
8:38 AM	21	FRED	If there is a school bus at the last stop in Frederiksen pass it and deliver to campus.	
9:02 AM	21	FRED	Cardinal Route will NOT use the bus stop (shelter) on Stange.	
Run C5				
	9:26 AM	21	FRED	Please tally how many you have on board when you leave Frederiksen in the right hand column for every trip.
	9:50 AM	21	FRED	
	10:14 AM	21	FRED	Cardinal Route will NOT use the bus stop (shelter) on Stange.
	10:38 AM	21	FRED	
	11:02 AM	21	FRED	
	11:20 AM		FRED	Put up an OUT OF SERVICE sign at the first stop in Frederiksen Deliver out to #42 and then 10-19.
	11:31 AM		BASE	DO NOT GO THRU HABER TUNNEL

Cardinal Route – Second Bus

AMES TRANSIT AGENCY
Updated 07/03/14

RUN C3
08/18/14 TO 5/8/15

CODE	TIME	RTE	FROM	SPECIAL INSTRUCTIONS
RUN C3				ISU CLASS DAYS ONLY
	7:42 AM	21	FRED	<div style="border: 1px solid black; padding: 5px;">Please tally how many you have on board when you leave Frederiksen in the right hand column for every trip.</div>
	8:06 AM	21	FRED	
	8:30 AM	21	FRED	If there is a school bus at the last stop in Frederiksen pass it and deliver to campus.
	8:54 AM	21	FRED	
	9:18 AM	21	FRED	<div style="border: 1px solid black; padding: 5px;">Cardinal Route will NOT use the bus stop (shelter) on Stange.</div>
	9:42 AM	21	FRED	
Run C6				
	10:06 AM	21	FRED	Start Cardinal at #42 Frederiksen
<div style="border: 1px solid black; padding: 5px;">**If your bus is scheduled to arrive at the endpoint prior to the next bus departure, turn left at the community center and drop passengers on the east side of the community bldg. Wait at the community center until the bus ahead of you leaves 42 Frederiksen.</div>				
	10:30 AM	21	FRED	<div style="border: 1px solid black; padding: 5px;">Please tally how many you have on board when you leave Frederiksen in the right hand column for every trip.</div>
	10:54 AM	21	FRED	
	11:18 AM	21	FRED	
	11:42 AM	21	FRED	<div style="border: 1px solid black; padding: 5px;">Cardinal Route will NOT use the bus stop (shelter) on Stange.</div>
	12:06 PM	21	FRED	
	12:24 PM		FRED	Put up an OUT OF SERVICE sign at the first stop in Frederiksen Deliver out to #42 and then 10-19 or 10-76 to extra DO NOT GO THRU HABER TUNNEL
	12:36 PM		Base	

FTA Requirements

The following required contract clauses are hereby incorporated into the agreement between the 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
I <u>State Grantees</u>	None	Those imposed on state pass thru to	None	None	None	None
a. Contracts below SAT	None unless ¹ non-		Yes, if non-competitive award or if	None unless non-competitive	None unless non-	None unless non-competitive

(\$100,000) b. Contracts above \$100,000/Capital Projects	competitive award	Contractor	funded thru ² 5307/5309/5311	award	competitive award	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 Contractor	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 **0.01 %**. A separate contract goal for **DBE participation has NOT** been established for this procurement since it is a demonstration project.

Certified Iowa DBE firms can be found at the following URL addresses:

- <http://www.iowadot.gov/civilrights/documents/DBE%20Directory.pdf>

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)).

c. Bidders are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in [49 CFR 26.53](#). Award of this contract is conditioned on submission of the following:

- **FORM 1 concurrent with and accompanying sealed bid and**
- **FORM 2 prior to award** (required for each DBE doing work on the project)
- **If the contract goal is not met, bidder must submit evidence of Good Faith Efforts to acquire DBE participation** (See [49 CFR 26 - Appendix A](#) or page following FORM 2 within this proposal)

Bidders must present the information required above **as a matter of responsiveness prior to contract award**. (See 49 CFR 26.53(3)).

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, **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.** Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Ames/Ames Transit Agency. This clause applies to both DBE and non-DBE subcontracts.

The Ames Transit Agency has established the following mechanisms to monitor and enforce that prompt payment and return of retainage is in fact occurring.

1. Ames Transit Agency requires prime contractors (in sub-contracts in excess of \$10,000), to provide subcontractors with all contract provisions, including the prompt payment provision. Essentially, ensuring that subcontractors are knowledgeable of the prompt payment requirement.
2. Because our contract requires prompt payment by the prime contractor to the subcontractor, the subcontractor is entitled to prompt payment. Because subcontractors will be aware of this right, and it is in their greatest financial interest to assure that this right is respected, we believe it is reasonable to expect that subcontractors not receiving prompt payment will contact Ames Transit Agency.
3. If Ames Transit Agency is contacted by a subcontractor regarding possible violation of the prompt payment clause by the prime contractor we will make inquiries to the prime contractor. Depending on the response from the prime contractor, Ames Transit Agency may implement the sanctions/consequences listed in the above section.

If prompt payment is not made, then the Ames Transit Agency may enforce the following sanctions:

1. Requiring documentation of all payment to subcontractors for all previous payments from Ames Transit Agency to the prime contractor before any future payments from Ames Transit Agency to the prime contractor are made.
2. Termination of contract for Default. This termination clause is included in all DOT-assisted contracts.
3. Prohibiting prime contractor from bidding on any future Ames Transit Agency

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**.

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 Contractor 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.]

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

CITY OF AMES, Iowa

MEMO TO: Ames Transit Board of Trustees
FROM: Sheri Kyras
DATE: August 26, 2014
SUBJECT: ISU-GSB-Transit Board Discussion Summary

BACKGROUND: At the May 21, 2014 Transit Board of Trustees meeting, board members requested a meeting with Iowa State University and students represented by the Government of the Student Body. The purpose of this meeting was to begin discussions on the future of CyRide service in light of financial constraints and capacity issues with growing ISU enrollment/ridership. This meeting was scheduled by the University for August 4, 2014.

INFORMATION: In an effort to provide a framework for the discussions. CyRide staff provided a brief PowerPoint presentation including the following information.

- Ridership history and projections
- Funding history –three-party local dollars as well as state and federal dollars
- CyRide’s GSB Trust Fund history and projections
- CyRide bus and facility needs

After the presentation, the question posed to the group was, “Collectively does the university, students and transit board desire to continue to grow and finance CyRide’s system to meet increasing ridership demand (status quo) or is the group interested in investigating ways to reduce ridership and control its growth in light of increasing enrollment (service reduction).”

In summary, there were three themes from the meeting discussed by the group as follows:

Theme #1 – Understanding the Situation – There was a great deal of conversation around how CyRide currently provides service (routes, schedule) and ideas on changes, such as reversing the direction of travel on the Cardinal Route, moving service to Pammel Dr., etc. There was discussion that, while the presentation materials were helpful, the group did not feel like they had enough information to provide valuable direction. The statement used was “we don’t know, what we don’t know” in the context of fully understanding the situation.

Theme #2 – Financial Discussion – There was a brief conversation to gain a greater understanding of the GSB Trust Fund and its current balance. The main discussion then centered on trying to determine how much fees would need to be increased to address increasing ridership as a result of ISU enrollment growth.

Theme #3 – Service Level Discussion – Many thoughts were expressed about how to control ridership with specific suggestions discussed, such as shifting to more evening and weekend classes. It was shared that evening classes interfere with club activities and that students would not be excited about weekend classes. In staggering class times, it was shared that class rooms are currently, fully-booked from 8 am to 5 pm so there was little opportunity to stagger class times. The group briefly discussed having specified times for students to come into and leave campus. Through this conversation, it was determined that this would be very difficult to enforce and unpopular with students.

Also, a discussion regarding Osborn Dr. and the heavy use of this street for pedestrians, bikes, buses, cars and parked cars was discussed. Student representatives shared their concern that there was a feeling that, in its current configuration, the street felt unsafe and urged the committee to complete a study of Osborn Drive, referencing the Community Planning spring class project. Other members of the group also shared their concerns in trying to travel/walk through the corridor. Varying solutions were discussed, including: changes to Osborn Drive to accommodate the various modes of transportation, moving CyRide operations to Pammel Dr. and prioritizing use of Osborn Dr. for buses were shared within the group.

As a result of these discussions, four action items were identified to address the questions and discussions of the group.

Action Item #1 (CyRide’s responsibility) - “What would it cost students to pay for all of the services, facilities needed to keep CyRide service at its current levels into the future?”

CyRide would identify both operating and capital needs for an unspecified timeframe (possibly the next five-year period). CyRide staff proposes that three funding scenarios then be calculated:

- **100% Student Share** – All increased expenses would be applied to student’s fees
- **Ridership Share** - 90% of the expenses would be applied to student’s fees, 10% to the City of Ames reflecting current ridership
- **Three-Party Share** - 63% of the expenses would be applied to student’s fees with city and ISU shares proportional to current local match requirements

Action Item #2 (GSB Responsibility) – “What service level changes and/or institutional changes would students be willing to accept in lieu of higher fees?”

GSB representatives discussed holding open forums with students in the fall to gather their input and then GSB would develop acceptable options to evaluate based upon student input.

Student representatives felt strongly that the options to be studied should come from students. CyRide staff could present a version of the PowerPoint information, prepared for this discussion, at each forum meeting.

Action Item #3 (Undetermined Responsibility) – Hire a consultant to evaluate the options and develop a plan the community can implement.

Based upon GSB's acceptable options, quantify the impact that each option would have in reducing ridership and identify any cost savings to the three funding partners.

Action Item #4 (Undetermined Responsibility) – Study the Osborn Drive corridor and determine how to improve its operation so that it feels more safe to students.

Student representatives expressed a desire to determine how to make Osborn Drive feel safer to students. Suggestions were to see how many buses could be safely operated on the street or to see how the student's community planning project would improve the street's operation. ISU staff indicated that they would not be able to determine the maximum level of vehicles that could safely be operated on the street, as the feeling of safety varies among individuals.

At the close of the meeting, it was decided that another meeting in September would be scheduled to continue the conversations.

Transit Director's Report

September 2014

1. Federal Triennial Review Results

The Federal Transit Administration conducts a federal review of all grantees every three years in a process called a "Triennial Review." Every aspect of a transit system's operations from procurement and maintenance to its fare structure and employment practices are reviewed for compliance with federal regulations, with differing emphasis areas each review period. This was CyRide's fourth review since becoming an urban area with a population of 50,000 or more.

The draft report will be provided to board members at the August meeting; however, the results are very positive for CyRide with no deficiencies found in its program. This level of finding is extremely difficult to achieve, with the FTA representative attending the review sharing that CyRide was the third transit system in their region in eight years to accomplish a "no deficiency" review.

CyRide has great staff that administers a quality transit service program, which includes meeting all federal regulations. This report provides written confirmation of the great job that they do everyday!

2. Final Copper Beech Contract

The contract with Copper Beech to provide funding for an additional bus on the Gray Route was completed on August 20th, with the board directed changes included in the contract. Specifically, the contract term will be for three years with the ability for the Transit Board to "opt out of" the contract annually by notification to Copper Beech by March 15th to cancel the contract for next school year's service. Copper Beech also agreed to the second and third year cost increases based upon actual costs, with notification by January 1st of each year, or a maximum of 2.5% per year. Copies of the final contract will be available at the board meeting.

3. HIRTA Meeting Update

CyRide's Director met with ASSET staff to discuss the board-requested meeting to discuss HIRTA services within Ames. The purpose of the recent CyRide/ASSET staff meeting was to develop a meeting agenda and final invitee list, as well as a meeting date. Through this conversation, ASSET staff shared their discomfort with holding the larger HIRTA meeting and asked to meet with the Transit Board or interested board members separately, prior to setting this larger meeting, to share their thoughts on the overall delivery of disabled and elderly service in Ames.

September

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
	1	2	3	4	5	6 Kansas State
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27 Baylor
28	29	30 Transit Board Meeting 8:00am				
						2014