

**AMES TRANSIT AGENCY BOARD OF TRUSTEES**  
**CYRIDE CONFERENCE ROOM**

February 18, 2015

1. CALL TO ORDER: 8:00 A.M.
2. Approval of January 12, 2015 Minutes
3. Public Comments
4. Demand Response Service Action Plan
5. Dial-A-Ride Contract Renewal Process
6. Articulated Bus Purchase
7. Shopping Cart Discussion
8. Quarterly Operations Report
9. Transit Director's Report
10. Set Spring Semester Meeting Times and Place:
  - March 25, 2015, 8:00 AM
  - April 29, 2015, 8:00 AM
11. Adjourn

The Ames Transit Agency Board of Trustees met on January 12, 2015 at 8:00 a.m. in the CyRide Conference room. Vice President Haila called the meeting to order at 8:03 a.m. with Trustees Haila, Madden, Abbas, Goodman, and Patwa present. Absent: Trustee Schainker.

**APPROVAL OF MINUTES:** Vice President Haila asked for a motion to approve the November 15 and December 4, 2014 Transit Board minutes. Trustee Madden made a motion to adopt the minutes as presented and seconded by Trustee Goodman. (Ayes: Four. Nays: None.) Motion carried.

**PUBLIC COMMENTS:** No public comments.

Trustee Schainker arrived at 8:06 a.m.

**ELECTION OF OFFICER(S):** Director Kyras explained that the office of President, currently held by Trustee Murrell is vacant as a result of his international study for the spring semester; therefore, an election would need to be held to fill this position. She indicated that Vice President Haila had expressed a willingness to fill this position for the remainder of the 2014-2015 year. She also indicated that Trustee Abbas had expressed an interest in the office of Vice President.

Trustee Goodman made a motion to approve Trustee Haila as President and Trustee Abbas as Vice President for the remainder of the Ames Transit Agency Board of Trustees 2014-2015 year. Motion was seconded by Trustee Patwa. (Ayes: Five. Nays: None.) Motion carried.

**CYRIDE OPERATIONAL CONTRACT #2:** Director Kyras explained that in August of 2014 CyRide staff provided information on a demonstration project to potentially use a private operator to provide additional scheduled trips on selected routes in CyRide's schedule. CyRide staff was not able to fully develop the project for the fall 2014 semester and determined that implementing the demonstration project for the spring 2015 semester impacted 15 drivers' schedules. As a result, the decision was made to wait and begin the project with the 2015 fall semester. Because of CyRide's driver shortage and as a way to reduce overtime expenses, staff felt it was beneficial to consider a smaller demonstration project for the spring semester to allow a private bus operator to operate extra trips to address the overcrowding on regularly scheduled trips.

CyRide staff prepared a RFP (request for proposal) to operate extra trips the same way CyRide does with other contracted service where trips that are not needed as a result of travel pattern shifts can be eliminated. Director Kyras explained that one bid was received from CIT Charters, Inc. for \$65.25 per trip. CIT would operate service with transit style buses, so operations would be very similar. This proposal provides service

for a lower hourly cost and will provide important information to possibly implement the larger project next fall.

Trustee Goodman clarified the proposal by asking if the buses under contract would be operating on routes during off-peak times, and for further explanation on the cost comparison. Director Kyras indicated that CyRide's fully-allocated cost (operating and capital) was \$86/hour; however, is \$55/hour for direct costs. Direct costs are used when they do not impact the number of buses CyRide would need to operate the proposed service, such as adding a bus in the evening, which would require no additional capital investment.

Trustee Goodman made a motion to adopt Alternative #1 to approve a contract with CIT Charters, Inc. at \$65.25 per trip for service as directed by CyRide for the spring 2015 semester. Trustee Abbas seconded the motion. (Ayes: Five. Nays: None.) Motion carried.

Director Kyras informed the Transit Board CyRide staff will continue to work on the scheduled trip demonstration project for the fall 2015.

**TRANSIT BOARD OF TRUSTEE EMPLOYEE RECOGNITION:** Director Kyras explained CyRide staff received an email from a resident regarding an action by one of CyRide's drivers, who had helped two young children cross a busy street. As a result, Transit Board members had expressed an interest in recognizing outstanding CyRide employee behavior. A discussion ensued regarding the Transit Board, City of Ames and CyRide management staff's roles in recognizing employees. Several ideas for possible Transit Board recognition were discussed, such as annual recognition for employees at a board meeting, certification from the Transit Board, etc.

Due to logistical challenges of gathering groups of drivers during their work hours, there was a consensus for CyRide staff to develop a proposal for Transit Board recognition of employees that provide outstanding service and for staff to present this proposal at a future Transit Board meeting.

**TRANSIT DIRECTORS REPORT:**

**Draft Demand Response Service Action Plan:**

Director Kyras explained that the Demand Response Service Task Force had completed a preliminary draft of 23 proposed service improvements and that a public input meeting would be held on January 17<sup>th</sup> for public comment. President Haila asked about the demand response service task force process after the plan was completed. Director Kyras indicated that there had been discussions for the Assistant City Manager, Melissa Mundt, to lead the effort to identify specific action steps that could be implemented.

Trustee Goodman said the biggest benefit achieved through the task force meetings

to-date was in the agency's collaboration, but indicated that he believes that there is a lot of work yet to be done on both sides. He shared his belief that the process should keep moving forward with final recommendations to be brought back to the city council, Transit Board, and citizens.

Trustee Madden shared comments he had received indicating that two issues were most problematic – driver shortage and length of time on hold to make a reservation. Director Kyras shared that these issues had been discussed at the task force meetings and were included in the 23 proposed actions.

Director Kyras shared that the public input meeting format would be different in that it would not be an open session, but that recorders would be provided to take each individual's comments on the plan. Trustee Goodman shared his surprise at this format indicating a desire to hear all the comments at the meeting. Trustee Schainker shared that the purpose of the meeting was to gain input on the plan for further refinement and then presentation to the funding bodies, in an effort to make sure individual residents' concerns were addressed in the plan. Trustee Goodman directed Director Kyras to share his concern with the task force sponsors.

#### **State Grant Updates:**

Director Kyras shared an update on several applications CyRide had submitted for state operating and capital funding. The first was the Iowa Clean Air Attainment Program (ICAPP) funding where CyRide applied for the second and third year of additional service for Brown route and Blue route, Sunday service, and to purchase two new buses to operate the service. She indicated that Iowa DOT staff had recommended that the second year of operating funding and capital funding for two buses be approved to operate this service, both at an 80% level. The Iowa DOT indicated that CyRide could apply for the third year of operating funds in the next round of the program. She indicated that if the recommendation was approved in January 2015, that the student's share of operating costs would be reduced by \$197,917 for 2015-2016 budget year, as students were scheduled to fund 100% of these expenses. Director Kyras indicated that the two buses were included in the Capital Improvement Plan approved by the Transit Board at the December 2014 Transit Board meeting and would be delivered in the 2016-2017 budget year.

Director Kyras also indicated that the first year of the operating costs on the Brown and Blue Sunday service were contained in a State Transit Assistance (STA) grant and that CyRide staff had not been notified to-date on the status of this application.

Additionally, Director Kyras indicated that they had recently been notified that one additional bus had been approved for funding through the State's annual bus replacement program. Director Kyras indicated that this was unanticipated due to the bus' relatively low status on the state's bus replacement priority list, but that other transit agencies had decided not to request funding, which allowed CyRide's bus to rise

to the top. This bus will not be received until the 2016-2017 budget year, so the 20% local funding requirement will be programmed into the next CIP to be approved by the Transit Board in December 2015.

### **Draft Final Service Level Philosophy and Service Improvement Guidelines:**

Director Kyras shared the revised “Service Level Philosophy” and “Service Implement Guidelines” discussed at the November 15, 2014 Transit Board meeting and requested final input on any modifications to these documents before they become final guidelines for the Transit Board. No changes were made in the documents.

### **Other Topics Discussed**

Director Kyras informed the Transit Board of the open house-style public meeting to target students riding the #23 Orange Route - Thursday, January 22 from 2:00 – 6:30 p.m. at Maple-Willow-Larch Commons area. She indicated that the final three alternatives would be shared with riders and then they would be asked to vote on their favorite alternative. She also indicated that this meeting would be an open house format to gain more input from riders.

President Haila inquired if any response was received from the Transit Board’s letter that was sent to the City Council regarding high-density, residential development areas. Director Kyras indicated that the memo had been forward to the City Clerk to be included in the City Council’s communications. Trustee Goodman indicated that the Council had not discussed the board’s memo to-date, but indicated that as part of the Land Use Policy Plan update discussions were being held to include transit in an evaluation tool. The Transit Board discussed having President Haila attend the Ames City Council meeting on Tuesday, January 13, 2015 to share the Transit Board’s concern about the pressure development is creating on CyRide services to the City Council’s attention.

Trustee Goodman shared his concern that the fare free student model contributed to this development pressure.

President Haila asked if the March Transit Board-City Council joint workshop had been scheduled yet. Trustee Schainker indicated they this workshop had not been scheduled to-date as the City Council had several priority topics to be discussed in the next several months.

President Haila inquired about the need to revisit the facility needs due to the impact of parking buses outside. Assistant Director Leners shared with the Transit Board that five or six buses are parked outside each night, which increases fuel costs. He indicated that this results in the need to have staff come in on Sunday’s when the weather is very cold to start buses so that they can idle all night. If they are not operated all night, they will not start on Monday mornings. Assistant Director Leners also shared CyRide staff and the Federal Transit Administration’s concerns regarding bus security when buses are

idled all night. Mr. Leners also stated that CyRide will increase its biodiesel usage from current 5% blends to up to 20% blends in summer months.

**ADJOURN:** Trustee Abbas made a motion to adjourn the meeting at 8:51 a.m. Motion seconded by Trustee Patwa. (Ayes: Five. Nays: None.) Motion carried.

**FUTURE MEETINGS:** Wednesday, February 18, 2015 at 8:00 a.m.  
Wednesday, March 25, 2015 at 8:00 a.m.  
Wednesday, April 29, 2015 at 8:00 a.m.

**CITY OF AMES, Iowa**

**MEMO TO:** Ames Transit Board of Trustees  
**FROM:** Sheri Kyras  
**DATE:** February 18, 2015  
**SUBJECT:** Demand Response Service Action Plan

**BACKGROUND:** In August 2014, the Transit Board of Trustees requested that CyRide and ASSET staff meet to examine the possibility of holding discussions with human service agencies regarding HIRTA’s demand response service in an effort to improve door-to-door service delivery within the Ames community. Several meetings involving Transit Board members, ASSET and CyRide staff resulted in a process improvement project creating a Demand Response Service task force to meet with human services agencies and transportation providers to identify barriers and solutions to providing this service. While this project does not directly impact the Transit Board of Trustees charge for Dial-A-Ride (DAR), ADA-required, door-to-door service, transit board members shared the belief that there was a nexus between the two services that could impact DAR customers.

**INFORMATION:** Attached is an Executive Summary of the “Ames Demand Response Service Discussions” project, which provides information regarding the process used and results of the discussions. A more detailed document was also developed, which includes information such as meeting materials, notes and summaries of the meetings, and public comments received. This document is available upon request.

The process used to develop the recommended actions included four task force meetings and a public input session during the months from November 2014 to January 2015. Several themes emerged throughout the meetings and input session:

- **Communication** - Communication improvements by HIRTA and with HIRTA, from the human service agencies, would benefit the service so that clients can more easily access information and address travel needs. This includes discussions about the reservation system, telephone and email processes/protocols.
- **Expectations** – The community’s expectations exceed HIRTA’s current charge/budget. This is evidenced by 12 of the 23 recommended actions being beyond HIRTA’s current ability to provide service.

- **Limited Resources** – The discussions identified staffing (driver) shortages, funding for additional buses and for additional services as major constraints that will require a combined community effort to address.

Through this process, the Demand Response Service (DRS) task force identified four priority actions they believe will provide the largest, most-immediate impact as follows:

1. Mutually agree that transportation is a partnership and everyone will work collaboratively together to resolve issues.
2. Incorporate enhanced technology in buses/vans for safety and passenger satisfaction.
3. Employ and retain staff/drivers.
4. Improved efficiencies in telephone and email system for passengers.

The final DRS Action Plan and priorities will be provided to the HIRTA Board of Directors for comment, as well as provided to the study's funding agencies – Ames City Council and Story County Board of Supervisors. Upon approval of the Plan by these governmental bodies, the DRS task force members will divide into subcommittees to begin developing implementation plans and identify resources needed to address each of the priority areas.

Beyond the task force priorities identified, CyRide staff believes there is one recommended action that would benefit its DAR customers - Action #23 to fund a dedicated bus each day (unscheduled) to address unforeseen operational issues that can occur. If implemented, this action would provide a more reliable service for DAR customers. Reliability concerns are a common comment expressed by DAR customers beyond the four priorities that the task force chose to begin working on and could be addressed by having an unscheduled bus assist regularly-scheduled buses that are behind schedule due to unforeseen circumstances. However, current funding levels will not allow for this additional expense within existing resources. Therefore, a discussion with ASSET, Story County and United Way of Story County to jointly fund this bus, to be used for DAR and Demand Response customers, could benefit the entire community.

**ALTERNATIVES:**

1. Direct CyRide staff to meet with ASSET, Story County and/or United Way of Story County staff to develop a financial plan for the DRS Action Plan recommendation #23.
2. Direct staff to work with HIRTA on a board-directed DRS Action Plan solution.
3. Direct staff to work with the DRS task force in implementing their priorities.
4. Receive and file the DRS Action Plan.



**RECOMMENDATION:**

The Transit Director recommends approval of Alternative #1 to begin discussions on funding an unscheduled bus each day to address unexpected delays in DAR service. As this is a more common concern raised by DAR customers, if feasible, this service funding increase could improve reliability and customer satisfaction with door-to-door service within Ames and Story County.

**AMES DEMAND RESPONSE SERVICE**  
**DISCUSSIONS**  
**EXECUTIVE SUMMARY**



**NOVEMBER 2014 – JANUARY 2015**

# AMES DEMAND RESPONSE SERVICE DISCUSSIONS

## EXECUTIVE SUMMARY

The Ames Demand Response Service Discussion was a process improvement project to identify, better understand, and develop improvements for human service agency/organization concerns regarding door-to-door transportation services provided for the elderly, disabled and general public in Ames (as opposed to the Dial-A-Ride service provided to ADA-eligible disabled individuals only). A task force was created to oversee this process. A series of four meetings with human service agencies/organizations and transportation providers and one general public comment meeting were held during the months of November 2014 through January 2015.

Through the series of meetings, task force members continued to stress the importance that demand response service in the community was a partnership and the success of its operations was dependent upon open, quality dialog between all parties for the benefit of customers. The specific recommendations of this effort were twofold: A Demand Response Service Action Plan and Communication Plan. Each is briefly discussed below.

### **Demand Response Service Action Plan**

The Demand Response Service Action Plan identified 23 actions that the task force members recommends be taken to improve demand response service for human service agencies/organizations and their clients to utilize service within Story County. These actions (in alphabetical order), the categories of improvement and four priority actions (denoted in red) identified by the task force are briefly summarized on the next page.

### **Communication Plan**

To continue critical communication between human service agencies/organizations and transportation providers, the task force members recommend that the following actions be taken by the parties involved:

- Establish a Formal Complaint Process
- Establish Response Timeframes
- Schedule Quarterly Meetings
- Establish Formal Transportation Liaison Representatives (within the human service agencies/organizations)

With the completion of these two plans, the Demand Response Service Action Plan will be distributed to local funding agencies (Story County, City of Ames) and to the Transit Board of Trustees (CyRide) for possible future implementation considerations. The plan will also be shared with the United Way's Transportation Collaboration Committee.

## Demand Response Service Action Plan Summary

Category	Action
<b>Community Partnerships</b>	Explore more effective short term and long term solutions for the use of resources with partners (i.e. ISU, taxi's, assisted living facility and agency/organization vehicles)
	Mutually agree that transportation is a partnership and everyone will work collaboratively together to resolve issues
	All partners hold each other to the same expectations for mutually beneficial relationship
	Involve all partners upfront in program development
	Improve physical condition of buses
	Incorporate enhanced technology in buses/vans for safety and passenger satisfaction
<b>Infrastructure Improvements</b>	Employ and retain staff/drivers
	Explore the possibility of having a wheelchair on every bus
<b>Internal Modifications for HIRTA</b>	Implement a process improvement program and make changes as appropriate
	Set and monitor performance standards
	Provide a person to address passenger's failed trip needs
	Dedicate a telephone line for the agencies/organizations to contact that would have direct access to a staff person for immediate concerns
	Improved efficiencies in telephone and email system for passengers
	Increase use of personal care attendants/ride-alongs with passengers
	Provide training on passenger context/needs for HIRTA staff and drivers
	Set and monitor passenger standards
	Establish method(s) to provide driver/staff with additional information regarding passenger needs so that their trip is enjoyable and safety is enhanced
	Localized reservation system
<b>Partner Role Clarity</b>	Develop a Passenger and Caregiver User's Guide for use to establish expectations, educate passengers and passenger families on transportation services
	Share information on federal law interpretation related to transportation/passenger relationship (i.e. funding requiring community inclusion of passengers)
	Discuss and solve issues at the grass roots level with the people directly involved in the issues
	Discuss and solve issues at the management level with manager that are directly involved in the actions
<b>Service Improvement</b>	Dedicate one bus each day (unscheduled) to address unforeseen operational issues to ensure smoother operation of service

**CITY OF AMES, Iowa**

**MEMO TO:** Ames Transit Board of Trustees  
**FROM:** Sheri Kyras  
**DATE:** February 18, 2015  
**SUBJECT:** Dial-A-Ride Contract Renewal Process

**BACKGROUND:** Since 2002, CyRide has contracted for a separate transportation operator to provide its ADA-required, door-to-door service in the Ames community. CyRide's existing three-year contract with Heart of Iowa Regional Transit Agency (HIRTA) will expire on June 30, 2015. A new contract will need to be renegotiated or CyRide will need to develop and implement plans to directly operate CyRide's ADA-required service, Dial-A-Ride. CyRide has budgeted \$202,242 in the 2015-2016 budget for contracted Dial-A-Ride expenses.

**INFORMATION:** In light of recent Transit Board discussions and public comments regarding both DAR and Demand Response Service in the community, CyRide staff is seeking Transit Board input on the standard process described below, as well as survey or contract language changes (both included as attachments) in preparation for discussions regarding the current contract's expiration. Anticipated staff-directed contract changes will include term dates, clarification of information in the contract for which questions have arisen during the contract's term and new FTA reporting requirement modifications.

The standard contract renewal/new contract process is as follows:

- **Contractor Interest in Contracting** – In February of each year, CyRide staff will request a formal letter indicating the contractor's interest/lack of interest in entering into a contract renewal or new contract. This will also include their per trip (weekdays) and per hour rates (evening and weekends) for the next fiscal year.
- **DAR Survey** – In March of each year, CyRide mails a customer service survey to each eligible DAR customer.
- **Survey Results and Contractor Interest** – In April of each year, CyRide staff will present the results of the survey to the Transit Board and gain board member interest in continuing/entering into a new contract.
- **Contract Approval/Termination Notice** – In May of each year, both organizations will gain approval for a new contract/renewal or the contract will be formally terminated and plans developed to implement an alternate plan for service beginning on July 1.

- **Contract Begins** – On July 1 of each year, the renewal, new contract or new service will begin.

## Dial-A-Ride Customer Satisfaction Survey

Please take a few minutes to complete this short survey and **return it to CyRide in the enclosed envelope by March 31, 2014.** Your satisfaction with Dial-A-Ride service is important to us, so thank you for completing this survey.

**1. How many times over the last 12 months have you ridden Dial-A-Ride services?**

- |   |  |
|---|--|
| <p>_____ 1. I have not ridden</p> <p>_____ 2. Less than 4 times a year</p> <p>_____ 3. Once a month</p> | <p>_____ 4. Twice a month</p> <p>_____ 5. Once a week</p> <p>_____ 6. Several times a week</p> |
|---|--|

**2. Overall, over the past 12 months, how satisfied are you with the service you have been provided on Dial-A-Ride service?**

- |   |  |
|---|--|
| <p>_____ 1. Very Dissatisfied</p> <p>_____ 2. Dissatisfied</p> <p>_____ 3. Somewhat Satisfied</p> | <p>_____ 4. Satisfied</p> <p>_____ 5. Very Satisfied</p> |
|---|--|

**3. As HIRTA has become more familiar in providing Dial-A-Ride service in Ames this year, has service improved?**

- |   |                              |
|---|------------------------------|
| <p>_____ 1. Improved</p> <p>_____ 2. About the same</p> | <p>_____ 3. Not improved</p> |
|---|------------------------------|

**4. Please respond to the following questions by circling the number that best describes your experience this past year with Dial-A-Ride service.**

	Never	Rarely	Sometimes	Usually	Always
a. When you call to reserve trips, are you greeted professionally and politely?	1	2	3	4	5
b. When you call to reserve trips during the <b>weekday</b> , have you gotten a busy signal?	1	2	3	4	5
c. When you call to reserve trips during the <b>weekday</b> , are you put on hold for more than 3 minutes?	1	2	3	4	5
d. When you call on the <b>weekend</b> to reserve trips for the following week, is your call returned by 8:00 pm Sunday evening?	1	2	3	4	5
e. Is your ride scheduled within one hour of when you request a time?	1	2	3	4	5
f. Is your bus/van clean and in good working condition?	1	2	3	4	5
g. Is your bus driver polite and helpful?	1	2	3	4	5
h. Is your wheelchair tied-down and anchored securely to the floor (skip if this does not apply to you)	1	2	3	4	5
i. Does your bus driver charge you the correct fare?	1	2	3	4	5
j. Was your request for an ADA card processed promptly?	1	2	3	4	5

**(Please Complete The Back Side Of This Survey)**

5. Has a request for a trip been turned down (excluding a same day ride request) by the Dial-A-Ride staff *this past year* so that you were not able to take the trip using Dial-A-Ride?

\_\_\_\_\_ 1. Yes \_\_\_\_\_ 2. No

6. If your trip request was turned down, what was the reason you were given by the person you talked with on the phone.

---

---

7. While requesting a ride or riding Dial-A-Ride service, have you ever felt that you were personally being discriminated against because of your race, color, national origin (ancestry), or your lack of ability to speak English? If yes to any of these, please explain the situation.

\_\_\_\_\_ 1. Yes \_\_\_\_\_ 2. No

---

---

8. Please check the reason you ride Dial-A-Ride service. (Check as many as apply.)

- \_\_\_\_\_ 1. Medical Appointments
- \_\_\_\_\_ 2. Work/School
- \_\_\_\_\_ 3. Shopping (grocery or other)
- \_\_\_\_\_ 4. Personal appointments (such as to the beauty shop)
- \_\_\_\_\_ 5. Social trips (such as to visit a friend)
- \_\_\_\_\_ 6. Other (please list the reason\_\_\_\_\_)

9. Please indicate your ethnic background.

- |   |                                       |
|---|---------------------------------------|
| _____ 1. White                                  | _____ 5. American Indian or           |
| _____ 2. African American                       | Alaskan Native                        |
| _____ 3. Asian                                  | _____ 6. Hispanic                     |
| _____ 4. Native American or<br>Pacific Islander | _____ 7. Other (please list)<br>_____ |

10. Please provide us with any comments/suggestions you have for improving Dial-A-Ride service (Be as specific as possible).

---

---

---

Please put this completed survey in the enclosed envelope and mail to CyRide.



**CONTRACT FOR TRANSPORTATION SERVICES**

**Between the Ames Transit Agency and the Heart of Iowa Regional Transit Authority**

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

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

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

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

**A. Purpose and Timeframe**

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

**B. Description of Service**

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

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

3. Service hours under this contract shall be:

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

CyRide will provide a list of school and summer days to HIRTA at the beginning of each fiscal year, based on the current year's calendar.

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

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

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

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

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

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

On or before the effective date and thereafter during the contract term, HIRTA shall provide CyRide with current certificates of insurance, executed by a duly authorized representative of each insurer, as evidence of all insurance policies required under this section. No insurance

policy may be canceled, materially revised or non-renewed without at least 90 days prior written notice to CyRide. Insurance must be maintained without lapse in coverage while the service agreement is in force. Insurance allowed to lapse without CyRide's consent shall be deemed an immediate default under a service contract.

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

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

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

17. HIRTA shall not impose:

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

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

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

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

HIRTA may not charge the passenger for a No Show; however, CyRide will pay HIRTA \$5.00 per qualified No-Show trip, if identified on the required monthly report.

C. Vehicle Responsibilities

1. Vehicle(s) for the provision of services described in this contract shall be supplied as follows:

a. From HIRTA: any of the vehicles below could be used to provide DAR service:  
Any Story County HIRTA vehicle in its inventory.

b. From CyRide:  
Vehicle #7640, 2008 186" Ford.

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

2. The vehicle supplied by CyRide shall be utilized by HIRTA in provision of its daily service. HIRTA will combine DAR and other HIRTA passengers on CyRide's and HIRTA vehicles to efficiently schedule service within the community. It is recommended that the Iowa DOT's minimum annual mileage requirement for this vehicle be achieved and it may be used for other transit system purposes.

3. Vehicles operated by HIRTA must comply with current Iowa DOT vehicle signage requirements: Iowa Department of Transportation, Office of Public Transit Vehicle Signage Requirements Policy.

4. Responsibility for maintaining vehicles supplied for provision of services under this contract in safe and presentable condition shall be as follows:

a. Maintenance by HIRTA:  
CyRide Vehicle #7640, 2008 186" Ford  
Other HIRTA vehicles where DAR passengers are transported

b. Maintenance by CyRide:  
None; however, CyRide will perform maintenance on leased vehicle (#7640) at its direct expenses, if so desired by HIRTA.

5. If HIRTA is short vehicles for DAR service, CyRide will work with HIRTA to provide vehicle(s) on a short term basis so that DAR service can be uninterrupted.

6. The vehicle supplied by CyRide may not be used to provide exclusive school transportation.

D. Operations Responsibilities

1. Drivers for all transit services provided under this contract shall be employed by HIRTA unless service is subcontracted as specified in section N. All drivers of transit-funded vehicles shall be required to have either a commercial driver's license or chauffeur's license and shall have passed a pre-employment drug test and be part of a random drug and alcohol testing pool.

2. HIRTA shall establish a drug and alcohol testing program conforming to the rules of the Federal Transit Administration and shall require any transit service subcontractors to also have a testing program. No person may perform any safety-sensitive functions without being subject to testing under this program. Copies of HIRTA's drug and alcohol testing policy shall be provided to CyRide and the Iowa Department of Transportation, Office of Public Transit for review. HIRTA shall report to CyRide's Transit Coordinator any non-negative test result and any situation where tests have not been administered to an employee selected for random testing.
3. HIRTA shall provide scheduling and dispatching support.
4. Training of operational personnel shall be provided by HIRTA and shall consist of Passenger Assistance Training, winter weather driving and other safety training. HIRTA will document employee training and maintain a permanent training file.

E. Other HIRTA Responsibilities

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

10. HIRTA shall participate, as possible, on the Ames Transportation Collaboration Committee sponsored by the Ames United Way Agency and shall supply such information as is necessary for preparation of the annual Passenger Transportation Plan.
11. HIRTA will assist CyRide with an annual DAR passenger survey to determine customer satisfaction with the service. HIRTA will also review the results with CyRide to determine if there are opportunities to improve service to its passengers.
12. HIRTA will maintain the confidentiality of all information regarding DAR passengers. This information will be divulged only as necessary for purposes directly related to performing services for the DAR program unless expressed written permission by the passenger or CyRide is received.
13. HIRTA will notify CyRide within 24 hours of any changes in office/management staffing if it directly relates to DAR services.

F. Other CyRide Responsibilities

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

G. Compensation

1. Operating costs for services under this contract are as follows for July 1, 2012 – June 30, 2013:
  - Weekday Trips from beginning of service until 8:00 pm = \$12.06 per trip
  - Weeknight service after 8:00 pm Saturday and Sunday = \$40.56 per hour

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

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

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

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

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

#### H. Reporting

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



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

I. FTA Clauses

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

J. Entire Agreement

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

K. Amendments

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

L. Termination and Suspension

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

M. Saving Clause

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

N. Assignability and Subcontracting

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

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

For HIRTA:

Wayne E. Clinton, Chair

Date:

5/17/12

For City of Ames d/b/a CyRide:

Ann H. Campbell  
Ann H. Campbell, Mayor, City of Ames

Attest:

Diane R. Voss  
Diane R. Voss, City Clerk

Date:

May 22<sup>nd</sup>, 2012

Approved as to Form

Douglas R. Marek  
Digitally signed by Doug  
Marek  
Date: 2012.05.08 16:03:12  
-0500

Douglas R. Marek, City Attorney

**APPENDIX A**  
**FTA Clauses**

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

**No Obligation by the Federal Government**

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**Program Fraud and False or Fraudulent Statements or Related Acts**

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## Access to Records

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17, to provide the FTA Administrator or his authorized representatives, including any PMO Contractor, access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a state and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and records 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**

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

**Federal Changes**

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

## Civil Rights

The following requirements apply to the underlying contract:

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
  - a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## Disadvantaged Business Enterprises

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is .191%. A separate contract goal **has not** been established for this procurement.
- b. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Ames Transit Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Ames Transit Agency. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the Ames Transit Agency and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- e. The contractor must promptly notify Ames Transit Agency whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Ames Transit Agency.

Bidders shall make a good faith effort to encourage DBE participation in this project. Contractors who document that DBE commitments on this project meet or exceed ATA's FFY10 goal for DBE participation of .191% will be assumed to have made good faith effort to utilize DBE firms. DBE firms who bid as prime contractors will be considered to have met the goal. Form 102115, **DISADVANTAGED BUSINESS ENTERPRISE INFORMATION STATEMENT OF DBE COMMITMENTS** shall be submitted as a means of documenting results of measures a prospective contractor took to encourage DBE participation under its bid. Form 102115 can be found at <http://www.iadotforms.dot.state.ia.us/iowadotforms/Library.aspx>. Specific details regarding measures a prospective contractor has taken to involve DBE firms in its bid proposal in response to this IFB should be submitted with each bid to provide bid reviewers with a basis for determining whether good faith measures have been taken by a prospective contractor to responsibly address this requirement (Note: specifics about such measures should be attached to your Form 102115). Bidders shall submit Form 102116, **CERTIFICATION OF DBE ACCOMPLISHMENT**, with the documents required prior to final acceptance of work performed and release of project payment retention. A directory of DBE firms can be obtained from the web at [www.dot.state.ia.us/contracts/contracts\\_eoaa.htm](http://www.dot.state.ia.us/contracts/contracts_eoaa.htm).



## **Incorporation of Federal Transit Administration (FTA) Terms**

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

## **Termination**

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

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

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

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

## **Energy Conservation**

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

## **Clean Water**

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 provide 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 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 in the 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.

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

### **Privacy Act**

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

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

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

**Lobbying**

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

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

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

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

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

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

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

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

Wayne E. Clinton Signature of HIRTA's Authorized Official

\_\_\_\_\_  
Name/Title of HIRTA's Authorized Official

6/12/12 Date

Approved as to Form

\_\_\_\_\_  
Douglas R. Marek, City Attorney

**CITY OF AMES, Iowa**

**MEMO TO:** Ames Transit Board of Trustees

**FROM:** Sheri Kyras

**DATE:** February 18, 2015

**SUBJECT:** Articulated Bus Purchase

**BACKGROUND:** In 2014, the Federal Transit Administration awarded the last discretionary grant opportunity from the previous transportation bill under a program called “Ladder’s of Opportunity” to CyRide for the purchase of four 60’ articulated buses. The capital/grant budget for this bus purchase is as follows:

Federal Funding (85%)	\$2,550,000
Local Funding (15%)	<u>\$450,000</u>
<b>Total Capital Investment</b>	<b>\$3,000,000</b>

**INFORMATION:** Since award of the grant, staff has worked with FTA on identifying an “approved” transit system bus bid to purchase these vehicles. The Austin, Texas transit system completed an articulated bus bid, which included future year’s options. In discussions with this transit system, they are willing to transfer ownership of four options to CyRide to purchase vehicles from the same manufacturer as CyRide’s current articulated buses – NOVA Bus. Purchasing buses in this manner fulfills the requirement of a federal competitive bid process, while at the same time standardizes CyRide’s fleet and reduces administrative time/expense to complete a new bus bid. The regional FTA Office in Kansas City has reviewed the Austin, Texas bid and found it to be in compliance with FTA procurement regulations.

While final price negotiations are currently in progress, approving the purchase of four 60’ articulated buses to NOVA Bus in Plattsburgh, New York at the not-to-exceed grant amount of \$3,000,000 will allow for an expeditious award. Current delivery schedules are approximately 18 months from the time of award.

The local share for this bus purchase is accumulated in CyRide’s capital budget over two budget years – next year’s budget (2015-2016) and the following year (2016-2017). CyRide will have accumulated all required local share dollars by the time buses are delivered (anticipated for Summer-Fall 2016) and payment is required. Local funding for this grant is included in the 2015-2020 Capital Improvement Plan approved by the Transit Board of Trustees in December 2014.

Upon action by the Transit Board of Trustees, CyRide staff will also seek approval by the Ames City Council at their February 24, 2015 meeting, per the transit agreement requirement for purchase of capital assets.

**ALTERNATIVES:**

1. Approve award of four 60' articulated buses to NOVA Bus of Plattsburgh, New York at a price not-to-exceed \$3,000,000.
2. Direct staff to prepare a CyRide articulated bus procurement bid.
3. Do not purchase new buses and return grant funds to the FTA.

**RECOMMENDATION:**

CyRide was chosen from a nationally competitive grant process to receive funding to expand its fleet. This award was in recognition of CyRide's increasing ridership demand and need for larger buses to meet this demand in an efficient manner. Purchase of these vehicles through a national bid process will allow the competitive procurement requirements to be met in a manner that reduces CyRide's maintenance costs and standardizes the fleet, benefitting its riders, drivers and mechanics.

Therefore, the Transit Director recommends approval of Alternative #1 to purchase four articulated buses from NOVA Bus at a total price not-to-exceed \$3,000,000.

**CITY OF AMES, Iowa**

**MEMO TO:** Ames Transit Board of Trustees

**FROM:** Sheri Kyras

**DATE:** February 18, 2015

**SUBJECT:** Shopping Cart Discussion

**BACKGROUND:** At the December Transit Board meeting, board members approved a motion to have staff develop a service improvement proposal to extend the #3 Blue Route to better serve the Target/Walmart area and to discuss funding this improvement with student representatives. The discussion resulted from resident comments regarding shopping carts at the S.E. 5<sup>th</sup> and S. Duff bus stop.

**INFORMATION:** Since the Transit Board meeting, staff has developed the specific route change, refined previous cost estimates, discussed the shopping cart concern with Walmart's manager and attended a City Council meeting on this issue. The following recaps these efforts/discussions as well as operational practices that have been in place to try to curb this issue.

**Current Operational Practices**

**CyRide** - Each fall, CyRide requests that its drivers notify dispatchers when there are several shopping carts at the S.E. 5<sup>th</sup> and S. Duff bus stop. CyRide's dispatchers will then call Walmart requesting that they send staff to remove them. Periodic memos are then posted throughout the year as reminders to drivers.

**Walmart** – Walmart's manager indicated that he has Walmart associates retrieve their carts three times each day during daylight hours. He does not have them remove carts after dark or in inclement weather, citing safety concerns at these times. He indicated that these efforts cost Walmart approximately \$15,000 per year. He also indicated that he had made a request to Walmart's regional office to fund an anti-theft cart containment system. This system is similar to an invisible fence type system where, when the cart passes over the perimeter system, the wheels of the cart lock up and cannot be pushed farther until a Walmart representative unlocks the wheels. He indicated that he should have an answer within 30-60 days as to whether this request is approved.



Walmart’s manager also indicated that their store has posted signs where customers walk to the bus stop indicating that the carts cannot be removed from Walmart’s property. He indicated that he believed this had made the situation worse.

The current practices have not solved the issue, but at times have reduced the amount of time carts are left at the bus stop throughout the day.

**Route Modification**

After reviewing two possible route changes to operate closer to the Target/Walmart area, staff believes that extending the current #3 Blue Route farther east as described below would most efficiently meet the goal of the project. A map of this route change is attached.

Extend the route east on S.E. 3<sup>rd</sup> to Target, south across Target’s property to S.E. 5<sup>th</sup> and then east on S.E. 5<sup>th</sup> to the current route.

This change would require one additional bus to be added at the following times/days of the week:

Monday - Friday: 6:30 am to 12:30 pm  
Saturday: 7:00 am to 10:30 pm  
Sunday: 8:30 am – 11:00 pm

The reason that an additional bus is needed is that the route is currently tightly-scheduled and, to travel further east through the congested retail areas require an additional 5 minutes for each bus trip, when the layover on this route is only 4 minutes, resulting in every trip starting at least 1 minute late. Each bus trip will most likely be 3-4 minutes late as a result of unforeseen circumstances that delayed the bus on the previous trip, combined with the late scheduled start on the next trip. The end result is an unreliable schedule for customers. In order to correct this problem, another bus would be needed to allow the system on operate on a timely schedule.

The annual cost of this change is estimated as follows:

<b>Monday – Friday</b>	\$402,480
(90 additional hours/week x 52 weeks x \$86/hour)	
<b>Saturday</b>	
(15.5 additional hours x 52 weeks x \$55/hour)	\$44,330
<b>Sunday</b>	
(14.5 additional hours x 52 weeks x \$55/hour)	<u>\$41,470</u>
<b>Total</b>	<b>\$488,280</b>

### **City Council Discussion**

The Ames City Council addressed this issue at their January 27, 2015 meeting. Discussion at this meeting resulted in postponing any action until Walmart's store manager receives direction from its regional office. A brief synopsis of the council discussion includes: recognition that this was a shopping cart issue, not necessarily a bus stop issue and a desire to have the parties involved continue to work on the issue.

In light of the above information, staff is seeking direction on next steps on this project.

### **Alternatives:**

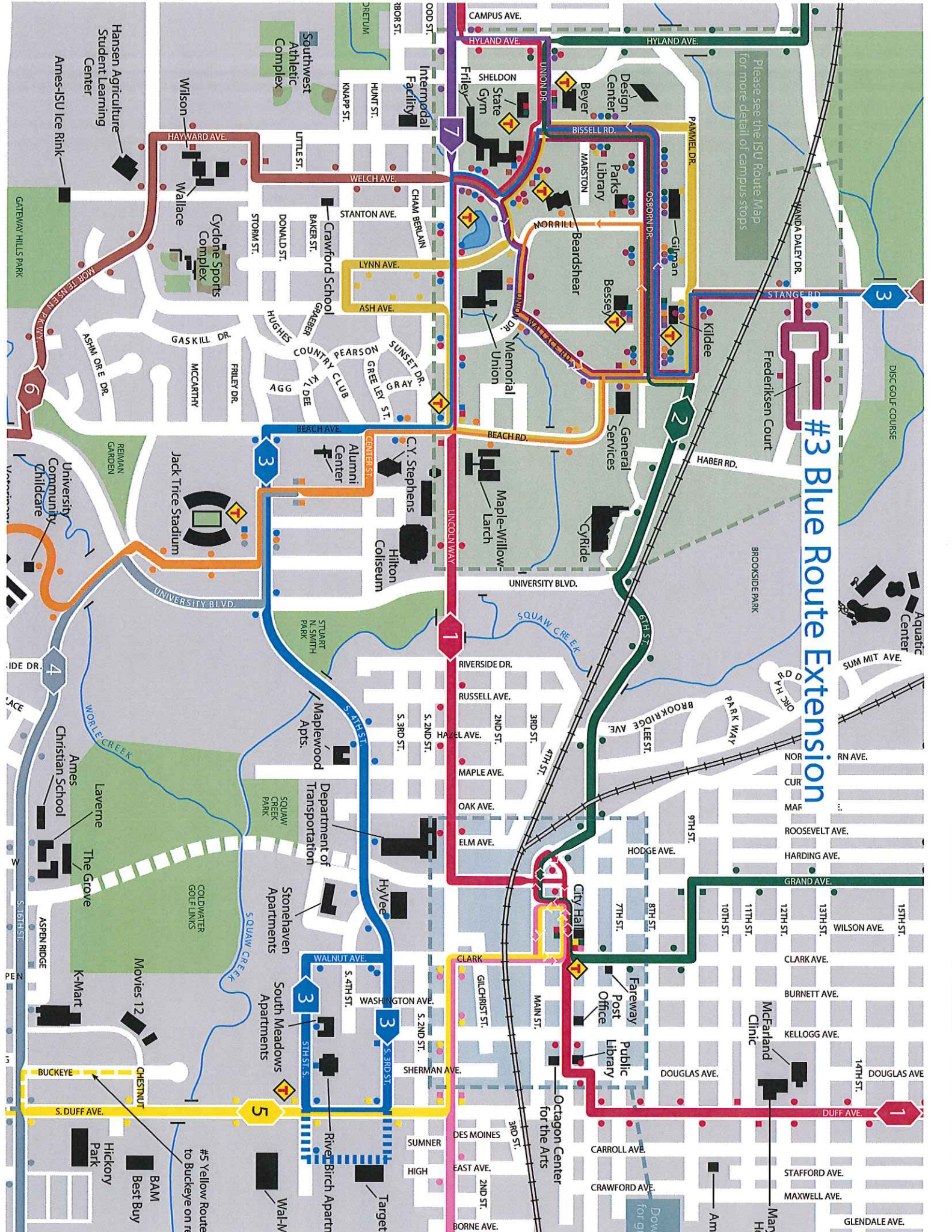
1. Delay further actions on this project until after a response from Walmart's regional office has been received.
2. Proceed with Target and student representative discussions regarding access to Target's property and funding of the #3 Blue Route weekday/weekend service improvement proposal.
3. Proceed with Target and student representative discussions regarding funding of the #3 Blue Route weekend service improvement proposal and property access.
4. Discontinue consideration of this service improvement.

### **Recommendation:**

The Transit Director recommends Alternative #1 to delay any further actions until the decision from Walmart is received regarding the possibility of purchasing an anti-theft cart containment system. This is the only permanent solution for the shopping cart concerns and could resolve the issue without additional annual operating cost increases.

# #3 Blue Route Extension

Please see the JSU Route Map for more detail of campus stops



**CITY OF AMES, Iowa**

**MEMO TO:** Ames Transit Board of Trustees

**FROM:** Sheri Kyras

**DATE:** February 18, 2015

**SUBJECT:** Quarterly Operations Report

**INFORMATION:** The following information highlights significant variations or important performance benchmarks from the second quarter of the 2014-2015 fiscal year (October – December 2014).

**System-Wide Trends –**

- Ridership for the first half of the fiscal year was +5.4% higher than the previous year.
- Revenue miles and hours were higher (+7.7% and +8.3%, respectively). This is a result of adding extra buses to address overcrowding on specific scheduled trips throughout the system.
- Passengers/Revenue Mile and Hour were both slightly lower (-2.8% and -3.3%, respectively) due to this increased ridership and selectively adding buses to handle passenger loads.
- Farebox revenue was +4.1% higher for the quarter, with the revenue/expense ratio decreasing -7.2% as a result of cash revenues and full semester passes declining more than other fare categories.
- Operating expenses are +11.0% higher for the quarter.
- Operating expenses/passenger were higher at \$1.03 per passenger as compared to \$0.96 per passenger last year at this time.

**Maintenance Trends –**

- The number of bus interiors that have been cleaned this year is higher +12.6%.
- Road Calls (switching out of buses due to mechanical problems) was higher for the quarter at +11.8%. Major mechanical failures continue to increase +180.0% with minor mechanical issues higher by +11.1%. As the average fleet age continues to rise, this will be an area of emphasis to keep all buses in good working order.

- Total diesel miles driven increased by +11.7% as additional service was operated; with total gallons of diesel used increasing +9.0%, which is higher, but at a lower increase compared to recent quarters.
- Average diesel miles per gallon was significantly higher for the quarter at +28.5% at 5.1 miles per gallon.
- Total Maintenance Expenses were higher for the quarter (+14.7%) mainly due to major bus repairs, specifically in the parts and moveable equipment repair line items.

#### **Fixed-Route/Operations Trends –**

- Total accidents were lower for the quarter (-26.1%) with a total dollar loss to CyRide lower by -85.4%. Preventable accidents were lower at -7.7%. This is an area CyRide has been struggling with and is experiencing a positive two-quarter trend.
- The total number of comments from CyRide riders decreased for the quarter down -38.0%.
- The number of hours employees are driving a bus was higher for the quarter (+11.6%).
- The number of drivers being late for work or not showing for work are mixed with late drivers +140.0% and drivers not coming in to work stable with no change.
- Farebox revenue for the fixed route system is higher for the quarter +3.5%.

#### **Dial-A-Ride Trends –**

- Dial-A-Ride ridership for the quarter increased by +7.7%, providing 2,768 rides.
- Farebox revenue is significantly higher at +51.3%; with the revenue/expense ratio also higher by +50.0%. Increased revenue is due to higher 2014-2015 ridership. Ridership last year began slow and was significantly higher at the end of the year. This higher ridership trend is continuing into the current year as well.
- The operations expense for this service is slightly higher as a result of additional rides provided, +0.9%.
- The expense/passenger is lower at \$16.00, down -6.4% from one year ago.

#### **Moonlight Express Trends –**

- Moonlight Express ridership is significantly higher for the quarter (+19.5%), but relatively stable year-to-date (-0.2%).
- Passengers per mile and hour and total expenses are higher (+18.9%, -10.6%, -2.5%, respectively).

# CYRIDE QUARTERLY OPERATIONS REPORT

October 1, 2014 to December 31, 2014 (2nd Quarter)

	<u>FY 2015</u> <u>2nd Qtr</u>	<u>FY 2014</u> <u>2nd Qtr</u>	<u>%</u> <u>CHANGE</u>	<u>FY 2015</u> <u>YTD</u>	<u>FY 2014</u> <u>YTD</u>	<u>%</u> <u>CHANGE</u>
<b>MAINTENANCE</b>						
Interior Clean	134	119	12.6%	198	193	2.6%
Shop Road Calls	19	17	11.8%	37	37	0.0%
Miles per Shop Road Call	29,237	23,824	22.7%	25,165	20,334	23.8%
NTD Minor Mech.	40	36	11.1%	66	80	-17.5%
NTD Major Mech.	14	5	180.0%	25	15	66.7%
Total NTD Mechanical Prob.	54	41	31.7%	91	95	-4.2%
Miles per Major Mech.	39,679	81,002	-51.0%	37,244	50,158	-25.7%
<b>Gasoline Vehicles</b>						
Gas Miles Driven	37,081	35,044	5.8%	84,376	79,214	6.5%
Total Gallons Gas	4,128	3,833	7.7%	10,447	10,505	-0.5%
Total Gas Cost	\$10,339	\$10,586	-2.3%	\$29,142	\$32,008	-9.0%
Avg. Gas Cost/Gallon	\$2.50	\$2.76	-9.3%	\$2.79	\$3.05	-8.5%
Gas Cost per Mile	\$0.28	\$0.30	-7.7%	\$0.35	\$0.40	-14.5%
Average Gas MPG	9.0	9.1	-1.8%	8.1	7.5	7.1%
<b>Diesel Vehicles</b>						
Diesel Miles Driven	518,429	369,967	40.1%	846,735	673,155	25.8%
Total Gallons Diesel	101,047	92,671	9.0%	181,683	156,129	16.4%
Total Diesel Cost	\$276,989	\$248,034	11.7%	\$521,943	\$536,339	-2.7%
Avg. Diesel Cost/Gallon	\$2.74	\$2.68	2.4%	\$2.87	\$3.44	-16.4%
Diesel Cost per Mile	\$0.53	\$0.67	-20.3%	\$0.62	\$0.80	-22.6%
Average Diesel MPG	5.1	4.0	28.5%	4.7	4.3	8.1%
<b>All Vehicles</b>						
Total Miles Driven	555,510	405,011	37.2%	931,111	752,369	23.8%
Total Gallons Fuel	105,175	96,504	9.0%	192,130	166,634	15.3%
Total Fuel Cost	\$287,328	\$258,620	11.1%	\$551,085	\$568,347	-3.0%
Avg. Cost/Gallon	\$2.73	\$2.68	1.9%	\$2.87	\$3.41	-15.9%
Total Cost per Mile	\$0.52	\$0.64	-19.0%	\$0.59	\$0.76	-21.7%
Avg. MPG all Vehicles	5.3	4.2	25.9%	4.8	4.5	7.3%
Small Bus/Sup. Mileage	47,331	48,567	-2.5%	76,705	92,297	-16.9%
Large Bus Mileage	508,179	356,444	42.6%	854,406	660,072	29.4%
% Rev. Mi./Total Miles	63.2%	80.4%	-21.5%	68.7%	81.4%	-15.6%
Percentage Small Bus	8.5%	12.0%	-28.9%	8.2%	12.3%	-32.8%
Maintenance Expense	\$679,400	\$592,407	14.7%	\$1,063,597	\$979,662	8.6%

# CYRIDE QUARTERLY OPERATIONS REPORT

October 1, 2014 to December 31, 2014 (2nd Quarter)

	FY 2015 2nd Qtr	FY 2014 2nd Qtr	% CHANGE	FY 2015 YTD	FY 2014 YTD	% CHANGE
<b>OPERATIONS</b>						
Total Passengers	2,080,160	1,986,546	4.7%	3,423,443	3,250,793	5.3%
Average Drivers per Month	138.0	126.0	9.5%	134.7	128.5	4.8%
Driving Hours	52,110	46,708	11.6%	91,534	86,614	5.7%
Drivers Late	24	10	140.0%	30	20	50.0%
Drivers No Show	3	3	0.0%	9	6	50.0%
Late/No Show per Driver	0.20	0.10	89.6%	0.29	0.20	43.1%
Total Comments	31	50	-38.0%	75	97	-22.7%
Driver Fault	13	11	18.2%	24	23	4.3%
Undetermined	5	4	25.0%	17	13	30.8%
Passenger Fault	0	1	-100.0%	0	2	-100.0%
No Fault	7	18	-61.1%	25	26	-3.8%
System Complaints	2	8	-75.0%	3	13	-76.9%
Service Requests	1	1	0.0%	1	7	-85.7%
Compliments	3	7	-57.1%	5	12	-58.3%
Passengers/Comment	<u>67,102</u>	<u>39,731</u>	<u>68.9%</u>	<u>45,646</u>	<u>33,513</u>	<u>36.2%</u>
Pass./Complaint (D & U)	115,564	132,436	-12.7%	83,499	90,300	-7.5%
Driving Hours/Comment	1,681	934	79.9%	1,220	893	36.7%
Driving Hrs/Comment (D&U)	2,895	3,114	-7.0%	2,233	2,406	-7.2%
Accident Reports	17	23	-26.1%	37	51	-27.5%
Preventable Accidents	12	13	-7.7%	26	35	-25.7%
Percent Preventable	70.6%	56.5%	24.9%	70.3%	68.6%	2.4%
Miles/Prev. Accident	46,293	31,155	48.6%	35,812	21,496	66.6%
Hours/Prev. Accident	4,342	3,593	20.9%	3,521	2,475	42.3%
Unreported Accidents	0	0	#DIV/0!	2	0	#DIV/0!
Damage to Buses/Equip.						
Caused by CyRide	\$2,531	\$17,280	-85.4%	\$25,277	\$28,606	-11.6%
Caused by Others	\$14,367	\$5,295	171.3%	\$19,978	\$8,942	123.4%
Caused by Unreported	\$0	\$0	#DIV/0!	\$764	\$0	#DIV/0!
Claims by Others (#)	0	2	-100.0%	0	3	-100.0%
Claims by Others (\$)	\$0	?	#DIV/0!	\$0	\$0	#DIV/0!
Personal Injury Claims	\$0	?	#DIV/0!	\$0	\$0	#DIV/0!
Operations Expense	\$1,456,404	\$1,311,831	11.0%	\$2,544,938	\$2,270,419	12.1%
<b>SYSTEM TOTAL</b>						
Passengers	2,080,160	1,986,546	4.7%	3,423,443	3,250,793	5.3%
Revenue Miles	350,866	325,751	7.7%	639,747	612,798	4.4%
Revenue Hours	34,474	31,840	8.3%	62,145	59,136	5.1%
Revenue Miles per Hour	10.2	10.2	-0.5%	10.3	10.4	-0.7%
Pass./Rev. Mile	5.9	6.1	-2.8%	5.4	5.3	0.9%
Pass./Rev. Hour	60.3	62.4	-3.3%	55.1	55.0	0.2%
Operations Expense	\$1,456,404	\$1,311,831	11.0%	\$2,544,938	\$2,270,419	12.1%
Maintenance Expense	<u>\$679,400</u>	<u>\$592,407</u>	<u>14.7%</u>	<u>\$1,063,597</u>	<u>\$979,662</u>	<u>8.6%</u>
Total Expenses	<u>\$2,135,804</u>	<u>\$1,904,238</u>	<u>12.2%</u>	<u>\$3,608,535</u>	<u>\$3,250,081</u>	<u>11.0%</u>
Farebox Revenue	\$69,598	\$66,841	4.1%	\$165,448	\$167,188	-1.0%
Rev./Exp. Ratio	3.3%	3.5%	-7.2%	4.6%	5.1%	-10.9%
Oper. Exp./Passenger	\$1.03	\$0.96	7.1%	\$1.05	\$1.00	5.4%
Oper. Exp./Rev. Mile	\$6.09	\$5.85	4.1%	\$5.64	\$5.30	6.4%
Oper. Exp./Rev. Hour	\$61.95	\$59.81	3.6%	\$58.07	\$54.96	5.7%

# CYRIDE QUARTERLY OPERATIONS REPORT

October 1, 2014 to December 31, 2014 (2nd Quarter)

	FY 2015 2nd Qtr	FY 2014 2nd Qtr	% CHANGE	FY 2015 YTD	FY 2014 YTD	% CHANGE
<b>FIXED ROUTE</b>						
Fixed Route Passengers	2,053,980	1,964,382	4.6%	3,377,816	3,205,532	5.4%
Shuttle Passengers	0	0	#DIV/0!	1,814	2,047	-11.4%
Total Passengers	<u>2,053,980</u>	<u>1,964,382</u>	<u>4.6%</u>	<u>3,379,630</u>	<u>3,207,579</u>	<u>5.4%</u>
Transfers	10,221	10,522	-2.9%	18,228	24,729	-26.3%
Revenue Miles	333,016	309,961	7.4%	607,788	583,588	4.1%
Revenue Hours	32,870	30,495	7.8%	59,286	56,588	4.8%
Revenue Miles per Hour	10.1	10.2	-0.3%	10.3	10.3	-0.6%
Pass./Rev. Mile	6.2	6.3	-2.7%	5.6	5.5	1.2%
Pass./Rev. Hour	62.5	64.4	-3.0%	57.0	56.7	0.6%
Operations Expense	\$1,394,649	\$1,251,145	11.5%	\$2,425,838	\$2,154,190	12.6%
Maintenance Expense	\$666,150	\$579,223	15.0%	\$1,041,862	\$957,721	8.8%
Total Expenses	<u>\$2,060,799</u>	<u>\$1,830,369</u>	<u>12.6%</u>	<u>\$3,467,700</u>	<u>\$3,111,911</u>	<u>11.4%</u>
Farebox Revenue	\$68,289	\$65,976	3.5%	\$162,916	\$165,656	-1.7%
Rev./Exp. Ratio	3.3%	3.6%	-8.1%	4.7%	5.3%	-11.7%
Exp./Passenger	\$1.00	\$0.93	7.7%	\$1.03	\$0.97	5.8%
Exp./Rev. Mile	\$6.19	\$5.91	4.8%	\$5.71	\$5.33	7.0%
Exp./Rev. Hour	\$62.70	\$60.02	4.5%	\$58.49	\$54.99	6.4%
<b>DIAL-A-RIDE</b>						
Passengers	2,768	2,569	7.7%	5,529	4,839	14.3%
Revenue Miles	9,978	7,957	25.4%	19,045	16,174	17.8%
Revenue Hours	1,011	796	27.0%	1,907	1,605	18.8%
Revenue Miles per Hour	9.9	10.0	-1.3%	10.0	10.1	-0.9%
Pass./Rev. Mile	0.28	0.32	-14.1%	0.29	0.30	-3.0%
Pass./Rev. Hour	2.7	3.2	-15.2%	2.9	3.0	-3.8%
Operations Expense	\$44,291	\$43,918	0.9%	\$90,564	\$87,836	3.1%
Maintenance Expense	\$0	\$0	#DIV/0!	\$0	\$0	#DIV/0!
Total Expenses	<u>\$44,291</u>	<u>\$43,918</u>	<u>0.9%</u>	<u>\$90,564</u>	<u>\$87,836</u>	<u>3.1%</u>
Farebox Revenue	\$1,309	\$865	51.3%	\$2,532	\$1,532	65.2%
Rev./Exp. Ratio	3.0%	2.0%	50.0%	2.8%	1.7%	60.3%
Exp./Passenger	\$16.00	\$17.10	-6.4%	\$16.38	\$18.15	-9.8%
Exp./Rev. Mile	\$4.44	\$5.52	-19.6%	\$4.76	\$5.43	-12.4%
Exp./Rev. Hour	\$43.81	\$55.17	-20.6%	\$47.50	\$54.73	-13.2%
<b>MOONLIGHT EXPRESS</b>						
Passengers	23,412	19,595	19.5%	38,284	38,375	-0.2%
Revenue Miles	7,872	7,833	0.5%	12,914	13,036	-0.9%
Revenue Hours	593	549	8.0%	953	944	1.0%
Revenue Miles per Hour	13.3	14.3	-6.9%	13.6	13.8	-1.9%
Pass./Rev. Mile	3.0	2.5	18.9%	3.0	2.9	0.7%
Pass./Rev. Hour	39.5	35.7	10.6%	40.2	40.7	-1.2%
Operations Expense	\$17,464	\$16,768	4.1%	\$28,536	\$28,393	0.5%
Maintenance Expense	\$13,250	\$13,184	0.5%	\$21,736	\$21,941	-0.9%
Total Expenses	<u>\$30,713</u>	<u>\$29,951</u>	<u>2.5%</u>	<u>\$50,271</u>	<u>\$50,334</u>	<u>-0.1%</u>
Exp./Passenger	\$1.31	\$1.53	-14.2%	\$1.31	\$1.31	0.1%
Exp./Rev. Mile	\$3.90	\$3.82	2.0%	\$3.89	\$3.86	0.8%
Exp./Rev. Hour	\$51.78	\$54.53	-5.0%	\$52.78	\$53.34	-1.1%



# CYRIDE QUARTERLY OPERATIONS REPORT

October 1, 2014 to December 31, 2014 (2nd Quarter)

	<u>FY 2015</u> <u>2nd Qtr</u>	<u>FY 2014</u> <u>2nd Qtr</u>	<u>%</u> <u>CHANGE</u>	<u>FY 2015</u> <u>YTD</u>	<u>FY 2014</u> <u>YTD</u>	<u>%</u> <u>CHANGE</u>
<b>OPERATIONS REVENUE</b>						
Farebox	\$69,598	\$66,841	4.1%	\$165,448	\$167,188	-1.0%
Transit Contracts	\$903	\$0	#DIV/0!	\$113,903	\$0	#DIV/0!
I.S.U.	\$0	\$0	#DIV/0!	\$0	\$0	#DIV/0!
G.S.B	\$2,036,197	\$1,895,458	7.4%	\$2,036,197	\$1,895,458	7.4%
City of Ames	\$697,030	\$724,678	-3.8%	\$820,195	\$783,160	4.7%
IDOT - STA	\$186,318	\$172,926	7.7%	\$368,574	\$347,458	6.1%
Section 5307	\$1,970,542	\$1,901,771	3.6%	\$1,970,542	\$1,901,771	3.6%
Other Grants	\$37,017	\$23,782	55.7%	\$37,017	\$23,782	55.7%
Other	\$83,183	\$59,602	39.6%	\$93,137	\$68,046	36.9%
Total Operating Revenue	<u>\$5,080,787</u>	<u>\$4,845,059</u>	<u>4.9%</u>	<u>\$5,605,013</u>	<u>\$5,186,863</u>	<u>8.1%</u>
<b>TOTAL EXPENSES</b>						
Administration	\$283,061	\$267,351	5.9%	\$564,299	\$532,905	5.9%
Safety & Training	\$65,881	\$52,287	26.0%	\$128,940	\$116,637	10.5%
Promotion	\$0	\$0	#DIV/0!	\$500	\$1,308	-61.8%
Bldg. & Grounds	\$22,621	\$55,713	-59.4%	\$126,998	\$107,730	17.9%
Fixed Route	\$2,060,799	\$1,830,369	12.6%	\$3,467,700	\$3,111,911	11.4%
Dial-A-Ride	\$44,291	\$43,918	0.9%	\$90,564	\$87,836	3.1%
Moonlight Express	\$30,713	\$29,951	2.5%	\$50,271	\$50,334	-0.1%
Operating Total	<u>\$2,507,367</u>	<u>\$2,279,588</u>	<u>10.0%</u>	<u>\$4,429,272</u>	<u>\$4,008,659</u>	<u>10.5%</u>
Farebox Revenue	\$69,598	\$66,841	4.1%	\$165,448	\$167,188	-1.0%
Farebox Rev./Exp. Ratio	2.8%	2.9%	-5.3%	3.7%	4.2%	-10.4%
Admin. Expense/Pass.	\$0.18	\$0.19	-5.5%	\$0.24	\$0.23	2.7%
Admin. Exp./Rev. Mile	\$1.06	\$1.15	-8.1%	\$1.28	\$1.24	3.6%
Admin. Exp./Rev. Hour	\$10.78	\$11.79	-8.6%	\$13.21	\$12.83	3.0%
Total Expense/Passenger	\$1.21	\$1.15	5.0%	\$1.29	\$1.23	4.9%
Total Expense/Rev. Mile	\$7.15	\$7.00	2.1%	\$6.92	\$6.54	5.8%
Total Expense/Rev. Hour	\$72.73	\$71.60	1.6%	\$71.27	\$67.79	5.1%

# Transit Director's Report

February 2015

## 1. TSA Security Assessment

During the last two Federal Triennial Reviews, officials have encouraged CyRide to participate in a **free, voluntary security assessment** that the TSA completes on facility and operational transit security. Recently, the TSA contacted several transit systems in Iowa to formally request that these systems participate in these assessments (cover letter from TSA attached). The process includes a two-day onsite visit and review of written documentation resulting in a formal report that is transmitted to TSA headquarters in Washington DC, with a copy to the transit system. Specifically, the report consists of security recommendations and a numerical rating on the strength of the transit system's security program. TSA follows-up in approximately two years to re-assess a transit system's improvements, if any.

The benefit of participating in this review is in the expertise the TSA can provide to CyRide on this issue, resulting in minor adjustments to its program or if capital improvements are needed, can weigh these needs against CyRide's overall Capital Improvement Plan needs in future plans. Additionally, in the future, FTA may either require these assessments or will more favorably review competitive grants if these security assessments have been completed.

Potential issues with participating in this assessment include the staff time involved in assembling the required data and a two-day time commitment for the on-site visit. If CyRide chooses to participate, the assessment could be completed in June 2015 when CyRide's time availability is less constrained. Additionally, the document will be transmitted to a federal agency, with unknown results. If a lower rating or higher than average number of recommendations are contained in the document, future applications may be looked upon less favorably. However, to-date the TSA representative indicated that this has not been the case.

Staff is seeking Transit Board thoughts on the usefulness of the assessment information for future transit policy decisions.

## 2. Orange Route Public Meeting Summary

CyRide held a public comment meeting on Thursday, January 22, 2015 from 2:00 – 6:30 pm in the Maple-Willow-Larch commons area using an open house format where individuals could come to the meeting, have an individualized explanation of the proposed changes and then provide feedback to CyRide staff/consultant. This meeting was highly advertised through the following means in an effort to maximize civic engagement and input:

- Email to all ISU students, faculty and staff
- Press release (resulted in Iowa State Daily and Ames Tribune articles)

- Hang Tags on the bus (800 were removed and taken with customers)
- Advertised at the GSB meeting
- CyRide Website information – “What’s New” section and project page with detailed information
- E-Notification to CyRide website subscribers
- Twitter and Facebook messages/reminders
- Video presentation by consultant on study and alternative solutions
- Survey for riders to vote on the option that would provide the greatest benefit for their trips

The consultant and staff discussed the three alternatives with more than 100 individuals during the public comment session and had 292 votes provided on the alternatives survey. The results are attached for board review. In summary, two options received a majority of the votes - the “all articulated bus” and “splitting the route into two” options.

The next steps are to reconvene the Orange Route Study committee comprised of city, ISU and CyRide to review the options and provide a technical recommendation for the preferred alternative. Once this alternative is identified, the consultant will further develop this alternative (schedules, bus requirements, operating and capital costs, final route alignment, etc.) This information will then be brought to the Transit Board of Trustees for final selection of a preferred alternative.

### **3. Operational Statistics**

CyRide is entering into its busiest time of the year in January and February and have experienced a few new milestones in its operations:

- Highest ridership day ever occurred on the first day of classes for the spring semester – January 12, 2015. This was a below zero day, combined with the first day of classes when most students typically attend. As a result, 45,159 rides were provided compared to 39,034 that same day in 2014. This one-year change demonstrates the impact that weather can have on CyRide’s ridership.
- Fuel prices since the new year have dramatically declined and CyRide recently paid \$1.52 and \$1.68 per gallon for the last two loads of fuel. This is compared to the amended budget price per gallon of \$3.50 per gallon.

### **4. Iowa DOT Grant Request Approved**

CyRide staff developed and submitted an Iowa Clean Air Attainment Program (ICAAP) grant to the Iowa DOT for the additional operating cost for next year’s (2015-2016) additional Brown/Green weekday and Sunday Blue route changes approved by the Transit Board in January 2014. This was the second year’s cost of operating this service. Additionally, two new buses were requested for operation of this service. The Iowa DOT Commission approved this application for over \$1 million dollars in early January.



Transportation  
Security  
Administration

December 1, 2014

Sheri Kyras  
CyRide  
Director of Transit  
Ames, IA

Dear Sheri Kyras:

Thank you for your consideration of the Transportation Security Administration Baseline Assessment and Security Enhancements (BASE) for your transit system. Attached is the BASE Resource Kit (BRK); feel free to review the Security Action Items (SAIs), individual questions and standards along with internet resource links prior to our arrival. During the review I will be accompanied by Inspectors Garrison and Matlock who will assist in conducting the interview and verification process.

We know your time is valuable. In an effort to minimize the time of the review, we would request that CyRide provide its Security and Emergency plan in advance and have the following pertinent documents available for the BASE interview, if applicable:

- Continuity of Operations Plan
- System Safety Program Plan
- Standard Operating Procedures
- Operating Instructions
- Operating Rules
- Business Recovery Plan
- Training Records
- National Terrorism Advisory System (NTAS) procedures
- Emergency Drills Conducted-Include Full Scale and Table Top
- Security & Emergency Preparedness Training (New Hire/Refresher/NIMS)
- Threat & Vulnerability Assessments
- Security Audits
- Security Committee Meeting Minutes
- System Security Plan (SSP) Distribution List
- Emergency Response Plan (ERP) Distribution list
- Mutual Aid Agreements
- Memorandums of Understanding
- Senior Management Meeting Agendas
- Regional Emergency Response Plans



Transportation  
Security  
Administration

These items will enable us to evaluate your security program against a range of security issues, such as security related communications, security incident reporting, and physical security monitoring at facilities. All information submitted to the Surface Transportation Security Inspection Program (STSIP) is considered Sensitive Security Information (SSI) and is protected under 49 CFR Part 1520.




For the interview process, we may need a representative from your operations, training, auditing, IT, and/or risk department.

If you have any questions or need additional information, please do not hesitate to contact me at 402-457-1527 or by email at [Christopher.j.miller@tsa.dhs.gov](mailto:Christopher.j.miller@tsa.dhs.gov). Again, thank for your consideration of the BASE review.

Sincerely,

Transportation Security Inspector-Surface  
Chris Miller  
1102 Est Hartman Avenue  
Omaha, NE 68110

1. Please check which option you believe will provide the greatest benefit for riders using bus service along the current Orange Route. To view the three alternatives listed below before voting, please visit <http://www.cyride.com/orangeroutepublicmeeting>.

		Response Percent	Response Count
More articulated (bendy) buses		41.4%	121
Split into two routes - Maple Willow Larch Campus Circulator AND Iowa State Center Campus Express		37.3%	109
Bus Rapid Transit (BRT) route		21.2%	62
answered question			292
skipped question			0

2. Please provide any other thoughts, suggestions or concerns on any of these alternatives in the space provided below.

	Response Count.
	101
answered question	101
skipped question	191



# April

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
			<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>
<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>
<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>
<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>		
			Transit Board Mtg 8:00am			<b>2015</b>