

AMES TRANSIT AGENCY BOARD OF TRUSTEES
CYRIDE CONFERENCE ROOM

April 30, 2015

1. CALL TO ORDER: 3:45 P.M.
2. Approval of March 26, 2015 Minutes
3. Public Comments
4. Rate Setting – Fares
5. Rate Setting – Passes
6. State Grant Application
7. Dial-A-Ride Additional Bus Proposal
8. Dial-A-Ride Three-Year Contract
9. On-Call Architectural-Engineering Services Award
10. Facility Constraints Discussion
11. Transit Director's Report
12. Set Summer/Fall Semester Meeting Times and Place:
 - June 9, 2015 – 8 A.M. (Tuesday)
 - July 30, 2015 – 8 A.M. (Thursday)
 - August 25, 2015 – 8 AM (Tuesday)
 - **September 24, 2015 – 8 A.M. (Thursday)**
 - October 29, 2015 – 8 A.M. (Thursday)
 - December 3, 2015 – 8 A.M. (Thursday)
13. Adjourn

The Ames Transit Agency Board of Trustees met on March 26, 2015 at 3:45 p.m. in the CyRide Conference room. Vice President Haila called the meeting to order at 3:46 p.m. with Trustees Abbas, Goodman, Haila and Patwa present. Absent: Trustees Madden and Schainker.

APPROVAL OF MINUTES: Trustee Patwa made a motion to approve the February 18, 2015 minutes as presented. Trustee Goodman seconded the motion. (Ayes: Four. Nays: None.) Motion carried.

PUBLIC COMMENTS: None.

Trustees Madden and Schainker arrived at 3:51 p.m.

INTERMODAL FACILITY TENANT LEASE – EXECUTIVE EXPRESS: Director Kyras told the transit board it is time to consider renewing the one-year contract for Executive Express to use the Intermodal Facility. Executive Express prefers a one-year lease compared to the three-year lease with Jefferson Lines. Executive Express' lease rate is higher than the Jefferson Lines lease as Executive Express has more square footage within the facility. To calculate annual lease rates, the lease uses the Producer's Price Index (PPI) to determine annual inflationary increases. The 2014 PPI percentage increase is 1.9% for transportation warehouse categories, increasing the lease by \$20 per month from \$1,010 to \$1,030. She explained the only proposed changes to the new agreement would be the term dates and the new lease rate.

Director Kyras shared that Executive Express had shown an interest in possibly leasing additional office space by sharing a part of the management office. Through discussions, it was decided to continue leasing the existing space only. She also indicated that a similar discussion had taken place with Jefferson Lines regarding the possibility of vehicle storage space for their operations, but indicated that this request could not be accommodated without losing parking spaces.

Trustee Goodman made a motion to move Alternative #1 and approve the Ames Intermodal Facility Commercial Tenant Lease with Executive Express. Trustee Abbas seconded the motion. (Ayes: Six. Nays: None.) Motion carried.

INTERMODAL FACILITY TENANT LEASE – JEFFERSON LINES: Director Kyras explained that the Jefferson Lines tenant lease is a three-year agreement that expires in June. Further, that the only agreement changes for the new lease are the term dates and lease rate. Based on square footage for leased space for Jefferson Lines, the PPI increase would be \$15 per month, increasing to \$920. Director Kyras shared that the tenant indicated that they were satisfied with their space within the Intermodal Facility.

Director Kyras shared information provided to her that the Intermodal Facility may be able to fully cover its operating costs this fiscal year, indicating that the two previous years the facility had operated in a deficit situation.

Trustee Goodman made a motion to move Alternative #1 to approve the Ames Intermodal Facility Commercial Tenant Lease with Jefferson Partners. Trustee Abbas seconded the motion. (Ayes: Six. Nays: None.) Motion carried.

ANNUAL DIAL-A-RIDE SURVEY RESULTS: Director Kyras told transit board members that the annual Dial-A-Ride (DAR) survey begins the process for consideration of a new ADA door-to-door transit contract. She indicated that the survey was sent out last month for the purpose of gaining customer input on their satisfaction with the service. This information will then be used to determine contract compliance and as feedback for the transit board to consider a new contract. She indicated that a new contract will be considered at the April board meeting.

Director Kyras further explained the survey results. Thirty-seven surveys were returned, which is a slightly lower return rate than the two previous years. She also indicated that a comparison of the current survey with the two previous years was included in the board's packet of information and a list of all comments/suggestions included as a hand out at the meeting.

She then provided board members with highlights from the survey.

- The overall satisfaction stayed stable at 73 – 74%, which she indicated was positive in light of the driver shortage challenge HIRTA has been experiencing over the past year.
- There was less satisfaction with the reservation and scheduling process and is an area that will be addressed through the Demand Response Action Plan process.
- Driver satisfaction decreased - 73% down to 63% and may be due to the driver shortage HIRTA experienced this year as there are more than the usual number of new drivers.
- An area of surprise for staff was in DAR customer's satisfaction regarding the length of time it took for determining service eligibility, with only 37% indicating that this was completed promptly. The process for determining eligibility has not changed and this is one area that staff will need to further investigate to determine if the definition of "prompt" is determined differently than defined by ADA – 21 days.
- Staff shared that, from some of the responses, it appeared that respondents misunderstood questions and shared that a new format may need to be developed for the next survey.
- Staff shared that the survey response rate could be increased by including a self-addressed, stamped envelope, which will be considered next year.

Director Kyras discussed the idea of establishing a Dial-A-Ride Advisory committee as CyRide had previously established a similar committee called CYCADA that met quarterly. This committee did not have a formal structure and was disbanded due to a lack of customer attendance. Staff is considering establishing a new advisory committee that could have specific tasks – such as reviewing the annual survey responses. The Director asked board members their desire to form an advisory committee to the board. Board members indicated that in light of the recent community conversations around all HIRTA services, that it did not seem like the appropriate time to form this committee.

Trustee Goodman asked if staff believes that the percentage of survey's returned could be considered statistically valid. Director Kyras explained that all DAR customers were mailed the survey so that it was not a sample and, as a result, felt that it was generally indicative of the how riders perceived the service.

President Haila inquired about whether a 10% response rate was adequate to gauge whether improvements were being made in the service. Director Kyras indicated that the greater value was in looking at the year-to-year comparison of 2013, 2014 and 2015 survey data.

Trustee Goodman inquired about the possibility of conducting the survey online. Director Kyras responded that this could added as an option, but that many clients do not have direct access to computers or are not capable of responding due to their disability via this technology.

President Haila inquired about where the board's discussion of including performance measures or incentives had ended. Director Kyras said that board members discussed at the February meeting that the performance measures were included as one of the Demand Response Action Plan items and, as result, that this could be visited at a later date after this was developed as part of plan's activities. She also shared the status of the Action Plan activities – that the report would be discussed by the HIRTA board at their next meeting. President Haila also suggested that more information should be shared throughout the year with clients about HIRTA's services. Director Kyras indicated that this had been discussed with the Action Plan as well, and that the group decided that this should be completed by HIRTA.

TRANSIT DIRECTOR'S REPORT:

- Director Kyras shared an update on staff's efforts to address the Transit Board's priority of relaying the impact that development has on transit services. She explained that the Planning Department has created a development checklist, which includes transit impacts among other areas of concern. She indicated that she had met with the City of Ames Planning Director and was working with him to develop a process that will provide CyRide staff/Transit Board input into the city's decision-making process. A draft of this process will be provided at the April Transit Board meeting.

- Director Kyras explained that she and President Haila will be meeting with council members individually, per the Transit Board's request, to talk about the impact that development is having on the transit system. These meetings will be scheduled in the near future.
- Director Kyras explained that she had met with HIRTA Director to discuss the additional, unscheduled bus proposal indicating that a draft had been prepared and submitted to City, Story County and United Way representatives to discuss sharing of its funding requirements. She indicated that she should be able to provide more detail at the April Transit Board meeting.
- Director Kyras shared staff's progress in preparing buses for the fall semester, indicating the six new Gillig buses would be delivered in May and will be ready for fall. Also, that 2-3 of the used buses purchased from St. Paul, Minn. would be ready for fall with the remaining 2-3 buses ready for the spring semester.
- Director Kyras shared that ridership in February was once again a record month, with a 4% increase over last year's record. She also indicated that this was a smaller percentage increase than in previous years and that, as a result, ridership should be slightly less than 7 million rides this year.

Director Kyras informed transit board members that staff was preparing information regarding CyRide's facility needs for the April board meeting.

Trustee Madden shared an update regarding student enrollment predictions for the next school year. He indicated that Iowa State enrollment to date is on target to achieve previous predictions of 600-700 additional students over this year's enrollment. He also stated that Iowa State will be breaking ground on a new residence hall next to Buchanan Hall and will be relocating students around campus to this new facility once its complete, but indicated that he did not believe this would have a significant impact on transit ridership patterns. Additionally, he indicated that the Research Park addition will increase ridership on CyRide routes to this new complex, as well as Hunziker's expansion of Wessex Apartments.

Trustee Patwa asked how students responded to the Orange Route public meetings and online vote. Director Kyras responded that CyRide received a good response with over 100 students stopping by the meeting and over 300 voting for a route alternative - 42% preferred the all articulated bus option and 37% preferred splitting the route.

ADJOURN: Trustee Abbas made a motion to adjourn the meeting at 4:38 p.m. Motion seconded by Trustee Patwa. (Ayes: Six. Nays: None.) Motion carried.

FUTURE MEETING: Thursday, April 30, 2015 at 3:45 p.m.

John Haila, President

Joanne Van Dyke, Recording Secretary

CITY OF AMES, Iowa

MEMO TO: Ames Transit Board of Trustees

FROM: Sheri Kyras

DATE: April 30, 2015

SUBJECT: Rate Setting - Fares

BACKGROUND: In January 2012, CyRide increased its fare structure to address a funding shortfall created by the higher than budgeted fuel prices. The following compares fare revenues (cash and tickets) received in the 2012-2013, 2013-2014 and 2014-2015 budget years through March of each year.

Fare Category	2012-2013 Fare Revenue	2013-2014 Fare Revenue	2014-2015 Fare Revenue
Cash	\$103,614	\$98,051	\$85,087
Reduced Fare Ticket	\$7,214	\$16,697	\$14,914
Full Fare Ticket	\$17,348	\$17,908	\$15,644
Total Fares	\$128,176	\$132,656	\$115,645

Based on the above information, cash and ticket revenue is lower in 2014-2015 than in the two previous budget years with the largest decline in cash fares, representing a 113.2% decrease through March 2015.

INFORMATION: Each year the Transit Board sets rates for the following year. The attached sheet details the proposed 2015-2016 rate structure, which keeps fares unchanged for the next year.

If approved by the Transit Board of Trustees, the structure would become effective on July 1, 2015 and remain effective through June 30, 2016.

ALTERNATIVES:

1. Approve the 2015-2016 rates, which reflect no change from the 2014-2015 rate structure.
2. Modify rates per board priorities.

RECOMMENDATION:

The Transit Director recommends approving Alternative #1 to encourage use of CyRide service furthering the community's sustainability initiatives and assisting residents in providing an economical alternative to move throughout the community. Additionally, based on recent experience, increasing the fares would not produce increased revenues.

AMES TRANSIT AGENCY BOARD OF TRUSTEES

RATE SETTING RESOLUTION 2015-1

BE IT RESOLVED by the Ames Transit Agency Board of Trustees, pursuant to rate setting authority granted by Section 26A.8, Ames Municipal Code, that:

SECTION ONE – CyRide Rates Effective July 1, 2015

Fixed Route Fares

\$ 1.25	Regular cash fare
\$.60	Reduced cash fare (K-12, Medicare, Medicaid, persons over 65, persons with a disability)
\$ 6.00	10-ride reduced fare ticket book (\$.60 per ride)
\$ 12.00	10-ride regular fare ticket book, (\$1.20 per ride)
\$ 40.00	Regular fare monthly pass. (May also be used in conjunction with tickets or cash on Dial-A-Ride).
\$ 20.00	Reduced fare monthly pass (Medicare, Medicaid, persons over 65, persons with a disability)
\$ 160.00	Regular Fare Semester Pass (fall and spring). Price varies depending on date purchased.
\$ 80.00	Reduced Fare Semester Pass (fall and spring). Price varies depending on date purchased.
\$ 150.00	Regular Fare Winter Pass. November to spring break. Price varies depending on date purchased.
\$ 75.00	Reduced Fare Winter Pass. November to spring break. Price varies depending on date purchased.
\$ 100.00	Regular Fare Summer Pass
\$ 50.00	Reduced Fare Summer Pass
\$ 320.00	Regular Fare School Year Pass. Price varies depending on date purchased. (May also be used in conjunction with tickets or cash on Dial-A-Ride.)
\$ 160.00	Reduced Fare School Year Pass. Price varies depending on date purchased. (May also be used in conjunction with tickets or cash on Dial-A-Ride.)
free	Children under six years of age accompanied by a person age 13 or older (maximum of three children per rider).
free	Attendant accompanying and assisting ADA-eligible person
\$ 10.00	Replacement fee for lost or stolen passes
companion	Fare for person not assisting passenger riding with ADA-eligible passenger is same fare as ADA-eligible passenger's

RATE SETTING RESOLUTION 2015-1

Page 2

Dial-A-Ride Fares

\$ 2.00	Dial-A-Ride cash fare for passengers eligible under the ADA. Two full fare fixed route tickets may be used by passengers eligible under the ADA for DAR fare (or a pass and one ticket).
\$ 6.00	Dial-A-Ride cash fare for all ADA-eligible passengers riding to or from a point more than 3/4 mile from the nearest fixed route operating at the time of the ride.
\$ 18.00	Dial-A-Ride cash fare for general public (not ADA eligible).
free	Attendant accompanying and assisting ADA-eligible person on Dial-A-Ride
companion	Fare for person not assisting Dial-A-Ride passenger riding with DAR eligible passenger is same fare as Dial-A-Ride eligible passenger's fare
free	ISU students who are ADA eligible traveling within 3/4 mile of a fixed route operating at the time of the ride.

Miscellaneous Revenue

\$ 86.00	Shop rate per hour
\$ 86.00	Shuttle rate, as subcontractor, to other bus operators, one-hour minimum
\$ 86.00	Shuttle rate for every hour after the minimum
\$ Variable	Fuel surcharge for shuttle service

Enacted this 30th day of April 2015

AMES TRANSIT AGENCY BOARD OF TRUSTEES:

BY: _____
John Haila, President

CITY OF AMES, Iowa

MEMO TO: Ames Transit Board of Trustees

FROM: Sheri Kyras

DATE: April 30, 2015

SUBJECT: Rate Setting - Passes

BACKGROUND: In January 2012, CyRide increased its fare structure to address a funding shortfall created by the higher than budgeted fuel prices. The following compares pass revenues (semester and monthly passes) received in the 2012-2013, 2013-2014 and 2014-2015 budget year through March of each year.

Pass Category	2012-2013 Pass Revenue	2013-2014 Revenue	2014-2015 Revenue
Red. Fare Sem.	\$18,598	\$9,045	\$12,715
Full Fare Mo.	\$24,140	\$22,460	\$21,260
Full Fare Sem.	\$71,115	\$68,215	\$70,611
Red. Fare Mo.	\$6,620	\$7,170	\$9,758
Total Fares	\$120,473	\$106,890	\$114,344

Based on the above information, revenue is 7% higher than one year ago. With a reduction in cash fares and increase in pass fares, customers have switched to more convenient forms of fare payment possibly due to the improving economy.

INFORMATION: Each year the Transit Board sets rates for the following year. The attached sheet details the proposed 2015-2016 rate structure, which remains unchanged from CyRide's current fare structure.

If approved by the Transit Board of Trustees, the structure would become effective on July 1, 2015 and remain in effect through June 30, 2016.

ALTERNATIVES:

1. Approve the 2015-2016 rates, which reflects no change from the 2014-2015 rate structure.
2. Modify rates per board priorities.

RECOMMENDATION:

The Transit Director recommends approving Alternative #1 to encourage use of CyRide service furthering the community's sustainability initiatives and assisting residents in providing an economical alternative to move throughout the community.

AMES TRANSIT AGENCY BOARD OF TRUSTEES

RATE SETTING RESOLUTION 2015-2

BE IT RESOLVED by the Ames Transit Agency Board of Trustees, pursuant to rate setting authority granted by Section 26A.8, Ames Municipal Code, that:

SECTION ONE – CyRide Rates Effective July 1, 2015

REDUCED FARE PASSES

PURCHASE DATE	2015 SUMMER REDUCED FARE PASS	Expiration Date - Price
Friday, May 1, 2015 - Monday, August 31, 2015		August 31, 2015 \$50.00

	2015 FALL REDUCED FARE PASS	
Monday, August 10, 2015 - Friday, September 18, 2015		December 31, 2015 \$80.00
Saturday, September 19, 2015 - Friday, December 11, 2015		December 31, 2015 \$60.00

	2015/16 SCHOOL YEAR REDUCED FARE PASS	
Monday, August 10, 2015 - Friday, September 18, 2015		June 1, 2016 \$160.00
Saturday, September 19, 2015 - Friday, December 11, 2015		June 1, 2016 \$140.00
Saturday, December 12, 2015 - Friday, February 19, 2016		June 1, 2016 \$ 80.00
Saturday, February 20, 2016 - Sunday, March 20, 2016		June 1, 2016 \$ 60.00

	2015/16 WINTER REDUCED FARE PASS	
Saturday, November 7, 2015 - Friday, December 11, 2015		March 20, 2016 \$75.00
Saturday, December 12, 2015 - Friday, February 19, 2016		March 20, 2016 \$50.00

RATE SETTING RESOLUTION 2015-2

Page 2

REGULAR FARE PASSES

PURCHASE DATE	2015 SUMMER REGULAR FARE PASS	Expiration Date - Price
Friday, May 1, 2015 - Monday, August 31, 2015		August 31, 2015 \$100.00

2015 FALL REGULAR FARE PASS		
Monday, August 10, 2015 - Friday, September 18, 2015		December 31, 2015 \$160.00
Saturday, September 19, 2015 - Friday, December 11, 2015		December 31, 2015 \$120.00

2015/16 SCHOOL YEAR REGULAR FARE PASS		
Monday, August 10, 2015 - Friday, September 18, 2015		June 1, 2016 \$320.00
Saturday, September 19, 2015 - Friday, December 11, 2015		June 1, 2016 \$280.00
Saturday, December 12, 2015 - Friday, February 19, 2016		June 1, 2016 \$160.00
Saturday, February 20, 2016 - Sunday, March 20, 2016		June 1, 2016 \$120.00

2015/16 WINTER REGULAR FARE PASS		
Saturday, November 7, 2015 - Friday, December 11, 2015		March 20, 2016 \$150.00
Saturday, December 12, 2015 - Friday, February 19, 2016		March 20, 2016 \$100.00

SECTION TWO -- \$10.00 Replacement fee for lost or stolen passes

SECTION THREE – Other Conditions

Other conditions pertaining to any Semester Pass are:

1. One person may not use the pass of another, unless the original issue has sold it to the new user, the sale registered in the Ames Transit Agency Office, and the pass replaced by the Ames Transit Agency Office. The person to whom it has been sold may then use the pass.
2. Misuse of the pass may result in confiscation and cancellation of the pass without a refund.

Enacted this 30th day of April 2015.

AMES TRANSIT AGENCY BOARD OF TRUSTEES

By: _____
John Haila, President

CITY OF AMES, Iowa

MEMO TO: Ames Transit Board of Trustees

FROM: Sheri Kyras

DATE: April 30, 2015

SUBJECT: State Grant Application

INFORMATION: Annually, CyRide submits a grant application(s) to the Iowa Department of Transportation (IDOT) to support operating and capital needs for the transit system. The following briefly summarizes the application to be submitted by May 1, 2015 for funding during the 2015-2016 year.

<u>Operating</u>	<u>State/Federal Share</u>
State Operating Assistance (Estimate based on 5.324917% of available funding)	\$764,383
Federal Section 5310 Elderly and Disabled Funding Assistance for ADA Service Contract with HIRTA	\$205,163
TOTAL Operating	\$969,546

<u>Capital</u>	<u>Federal Share</u>
Federal 5339 Discretionary Grant Request	\$3,094,000
• 8 - 40' Replacement Buses w/cameras (\$3,640,000 total)	
Federal Section 5310 Elderly and Disabled Funding For Associated Transit Improvements – Bus Stops	\$40,000
TOTAL Capital	\$3,134,000

TOTAL STATE GRANT APPLICATION \$4,103,546

State operating assistance and Elderly and Disabled 5310 formula dollars are the only funding that CyRide is assured of receiving. All other funding sources for state bus replacements are competitively selected at the state level and CyRide will be informed of the selection decisions during the 2015-2016 year.

The local match requirement for these projects are as follows:

- No local match is required for State Operating Assistance
- The Section 5310 capital and operating projects are currently included in CyRide's 2015-2016 operating and capital budgets.
- The Section 5339 funding is not currently in CyRide's 2015-2016 capital budget as funding received by the State of Iowa for bus replacements is competitively selected. CyRide will not be informed if its buses are selected until later into the 2015-2016 budget year. If funding becomes available for bus replacements, staff will seek Transit Board direction on whether to accept the funding based on local funding options such as a lower closing balance for the year. Currently, CyRide's buses are approximately 218th in priority when ranked on the Iowa DOT's Public Transit Equipment and Facilities Management System (PTMS) they utilize in justifying which vehicles are replaced first throughout the state.

A public hearing will be held to discuss this application with the community on April 29, 2015. If written or oral comments are received, this information will be shared with board members at the April 30, 2015 board meeting.

ALTERNATIVES:

1. Approve the FY2016 State Grant Application subject to public hearing comments.
2. Modify the FY2016 State Grant Application based upon board priorities.
3. Reject the grant application and do not submit a state funding request for the 2015-2016 budget year.

RECOMMENDATION:

Approve Alternative #1 to submit an operating and capital application to the IDOT as this application supports the enhancement of transit services in the Ames community and contains projects previously approved in the operating and capital budgets.

CITY OF AMES, Iowa

MEMO TO: Ames Transit Board of Trustees
FROM: Sheri Kyras
DATE: April 30, 2015
SUBJECT: Dial-A-Ride Additional Bus Proposal

BACKGROUND: Over the past several years, Dial-A-Ride (DAR) customers have raised concerns about the timeliness of this door-to-door transit service and its schedules being too tight. As part of the demand response task force process, this issue was also raised by task force members and ultimately addressed through one of their final recommended actions in the “Demand Response Action Plan.” This recommended action suggested that an additional, unscheduled bus be added to the service each weekday to address unforeseen service-related issues that reduce on-time performance for the entire HIRTA system.

At the February Transit Board meeting, board members directed CyRide staff to work with HIRTA and representatives from other local funding sources for transit services to determine if this recommended action was operationally and financially feasible. Since that time, staff has met with HIRTA, as well as City of Ames, Story County and United Way representatives to develop a potential project to allow this new service enhancement to be implemented.

INFORMATION: Over the past two months, staff has developed the attached proposal for implementation of an additional, unscheduled bus to address DAR service issues. This proposal includes a description of how the service would operate, as well as a three-year budget that utilizes a state grant for the first two years and several local funding sources to allow for implementation of this service enhancement. The following key points summarize how the service could operate:

- The service would be provided for DAR and all other HIRTA customers, within the city limits of Ames only, using a minivan. This service enhancement will benefit customers in the county as well as within the city, as it will allow the entire HIRTA system to be more reliable, benefitting all Story County residents.
- The service would operate during the weekday only, which is when a majority of the service-related issues occur.
- The bus would not have pre-assigned trips, allowing for it to assist drivers to keep their schedule on-time.

- The service would allow additional duties, as can be provided around the requirement of assisting in daily operational service, to be added to the job, allowing for added service benefits.
- The service would be implemented on or after July 1, 2015.

A three-year budget was prepared for this proposal, which includes:

- A state grant application that would fund up to two years of the new service, at an 80% funding level the first year and a 50% funding level the second year.
- A United Way application for the first year of the budget, in light of the short proposed turn around for implementation, as budgets from other potential local funding sources have been finalized for the 2015-2016 budget year.
- In the first year, a \$46,000 expense that could be provided by CyRide’s federal 5310 funding and an additional \$11,500 in local match for a minivan to provide the service. CyRide currently has approximately a \$200,000 balance in federal 5310 funding for service to the disabled. Local dollars to match this federal funding could be secured from CyRide’s operating budget’s closing balance, which is currently just under \$1,000,000. Under this proposal, this would be an ongoing commitment every 4 – 6 years.
- A \$6,121 CyRide commitment in the third year, requiring 80% federal 5310 funding (\$4,896) and 20% local funding (\$1,225) and each year thereafter, with inflationary increases.

In order to secure funding commitments, the following actions and partner responsibilities would be required:

Action	Responsibility
Develop letters of commitment for the State Special Project grant	CyRide Transit Board, City of Ames, Story County, United Way and others, if possible
Submit a United Way and State Special Project grant in mid-May	HIRTA
Approve the project, capital funding commitment in its first year as well as every 4-6 years and indicate an interest in sharing the cost of operating expenses beginning in the third year	CyRide Transit Board
Local operating funding commitments for the first year and interest in funding the project in future years	City of Ames, Story County, United Way and others

At a meeting in meeting April, the City, Story County and United Way representatives were supportive of the project and in seeking funding commitments from grants and other local funding partners. To support the two grant applications, staff is seeking approval of the project and use of Federal 5310 and local dollars for first-year capital expenses for the project.

ALTERNATIVES:

1. Support the addition of an unscheduled bus for HIRTA to provide Dial-A-Ride and demand response rides within Ames by committing \$46,000 in Federal 5310 funding and \$11,500 in local funding, as well as, a Letter of Support for the project to be included in grant applications. Procurement of the vehicle would be contingent upon grant and local funds for the first-year operating expenses.
2. Support the addition of an unscheduled bus for HIRTA to provide Dial-A-Ride and demand response rides within Ames, but seek other local funding partners to help provide capital funding for the purchase of a van for the unscheduled bus service in Year 1.
 1. Support the project with a Letter of Support for inclusion in grant applications.
3. Do not provide support for, or funding of, an unscheduled bus project.

RECOMMENDATION:

The Transit Director recommends approval of Alternative #1 to support the project, capital funding and to provide a Letter of Support for the project for grant applications. Approval of this project and funding will directly address on-time issues expressed by Dial-A-Ride customers through customer comments, public meetings and the annual survey process. While this project would provide service above and beyond ADA requirements, it will better align the community's expectations with the level of service provided to Dial-A-Ride customers.

Unscheduled HIRTA Bus Proposal

Service Purpose/Goal: To improve on-time performance of demand response service in Ames and Story County so that trips can be provided within the established pick-up window.

Service Description: Provide a supervisor, in a bus, to oversee HIRTA’s on-street operations in Ames each weekday. This supervisor would not have scheduled work activities so that he/she could immediately address a situation within the system such a bus breakdown, or a run that is behind schedule.

Position Title: Mobile Supervisor

Position Responsibilities:

- Provides assistance to drivers by providing information to drivers, assisting in picking-up trips if a bus is behind schedule allowing the run to get back on time and any other duties as necessary to provide a quality demand response service
- Will “fill in” for drivers until a substitute driver can be provided if there is a driver shortage due to illness or other unanticipated circumstances
- Reviews passenger stop locations for safety and convenience of the passenger and the bus, recommending modifications if necessary
- Assists drivers with passenger issues as needed

Trip Applicability: All demand response and Dial-A-Ride trips provided by HIRTA

Geographic Area: City limits of Ames

Hours/Days of Operation: Eight hours each weekday from 6:30 am to 3:30 pm.

Implementation Date: July 1, 2015

Vehicle To Be Purchased: One accessible minivan or MV-1 style vehicle with camera, radio and tablet installed

Cost Sharing: Based on ridership per contract (DAR, City and County)

FY14 DAR Ridership –	10,715	(14%)
FY14 City Ridership (Within city limits) –	49,779	(65%)
FY14 County Ridership (Outside city limits) –	<u>15,974</u>	<u>(21%)</u>
Total FY14 Rides	76,468	(100%)

Three Year Cost Estimate:

Year 1 –	\$104,260
Year 2 –	\$41,122
Year 3 –	\$42,248

Three Year Budget Proposal

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Operating			
Driver's Wages/Benefits (2,080 hrs. x \$19.23 /hr., 4% per year increase)	\$40,000	\$41,122	\$42,248
Consumables - Fuel	\$6,760		
Insurance	\$1,505	\$1,490	\$1,475
Total Operating Costs	\$48,265	\$42,612	\$43,723
Capital			
Minivan with tablet, radio and camera	\$57,500		
TOTAL Cost	\$105,765	\$42,612	\$43,723

Potential Funding Share:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3*</u>	
STA - State	\$38,612	\$21,306	\$0	
5310 - Federal Funding From CyRide	\$46,000	\$0	\$0	
CyRide Local	\$11,500	\$0	\$6,121	(14%)
Other Local Funding	\$9,653	\$21,306	\$37,602	(86%)
City of Ames				
Story County				
United Way	\$9,653			
Central Iowa Community Services				

* Based on Rides Provided Per Contract

CITY OF AMES, Iowa

MEMO TO: Ames Transit Board of Trustees

FROM: Sheri Kyras

DATE: April 30, 2015

SUBJECT: Dial-A-Ride Three Year Contract

BACKGROUND: Currently, CyRide has a three-year contract, with annual renewals, for the Heart of Iowa Regional Transit Authority (HIRTA) to provide door-to-door transportation for CyRide’s disabled customers. The service provided is called Dial-A-Ride (DAR), and follows the requirements of the American’s With Disabilities Act (ADA). This federal requirement states that a public transit system receiving federal funding is required to operate a “complementary,” at least curb-to-curb, service for individuals not able to use the regular, fixed-route bus system. The HIRTA-CyRide contract for this service will expire on June 30, 2015.

Under federal regulations, if CyRide contracts with another organization to provide ADA-required service under a contract with CyRide, federal funding can be utilized to pay for 80% of the expenses incurred. However, if CyRide directly operates this service, it would not be eligible for federal funding and 100% of its expenses would need to be secured through local funding sources. As a result, CyRide has entered into contractual relationships for the provision of DAR service since 2003.

Prior to entering into a contract with HIRTA in 2012, CyRide solicited bids from other public transportation agencies/private transportation businesses to provide CyRide’s DAR service. No proposals were received. As a result, CyRide entered into negotiations with HIRTA, as another governmental agency, to provide this service. As HIRTA was providing service to residents needing door-to-door service within Story County, including Ames, combining services allows for efficient scheduling of customers from several funding programs.

INFORMATION: At the March 2015 Transit Board meeting, staff presented results of the DAR customer survey completed earlier in the month. In addition, the attached letter from HIRTA was received indicating this agency’s interest in entering into another three-year agreement, as well as their proposed rates for the 2015-2016 fiscal year. These rates reflect a 4% increase, which is the same increase requested for the past two years as identified below.

Type of Rate	2014-2015 Rate	2015-2016 Rate	% Change
Per Trip Rate (weekdays)	\$13.04	\$13.56	4.0%
Hourly Rate (Weekday evenings and weekends)	\$43.87	\$45.62	4.0%

Also, the previous contract has been modified (attached) to reflect new term dates, federal requirements and corrected contract language. Changes from the previous three-year contract are highlighted in red in the document.

Without potential bidders for the service, CyRide has two options for the provision of DAR service during the 2015-2016 budget year: contract with HIRTA or directly operate service. The annual estimated cost to contract with HIRTA is approximately \$202,000, based on anticipated ridership demand. If CyRide directly operated service this next year, the cost is anticipated to be between \$500,000 and \$600,000 due to the need to purchase capital and CyRide's higher operational cost. Therefore, CyRide staff seeks board direction on who/how service will be provided at the end of the current fiscal year.

ALTERNATIVES:

1. Approve a new three-year contract with Heart of Iowa Regional Transit Agency for the 2015-2016 budget year at approximately a 4% increase in rates.
2. Table action on the CyRide-HIRTA new contract to provide additional information to the Transit Board of Trustees, as requested.
3. Do not enter into a new contract for Dial-A-Ride service and begin directly operating service on July 1, 2015.

RECOMMENDATION:

The Transit Director recommends approval of Alternative #1 to enter into a new contract with HIRTA to provide Dial-A-Ride service next fiscal year. While there have been challenges in the service, HIRTA has systematically made improvements to address customer concerns. Additionally, operation of DAR service by HIRTA provides the most economical delivery of service within the community by combining DAR and HIRTA program services as opposed to separate, at times duplicative services.



Heart of Iowa Regional Transit Agency

HIRTA Public Transit

Boone • Dallas • Jasper • Madison • Marion • Story • Warren Counties

3/26/2015

Dear Sheri Kyras:

The Heart of Iowa Regional Transit Agency (HIRTA Public Transit) would like to indicate our interest in continuing the contract with CyRide for HIRTA to provide Complimentary ADA Paratransit services in the City of Ames.

We feel this is a successful partnership and look forward to continuing work with CyRide.

HIRTA is requesting compensation as follows:

- \$13.56 for day time hours (6:30am-6:00pm)
- \$45.62 for evening/weekend hours (after 6:00pm and weekends)
- Fuel surcharge to remain the same at a base rate for fuel being \$2.30 and monthly percentage based on fuel price range schedule.

Thank you.

Sincerely,

Kim Chapman
HIRTA Board Chair

toll free: 1-877-686-0029 fax: 515-777-2745

2840 104th Street Urbandale, IA 50322

www.ridehirta.com



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

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

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

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

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

A. Purpose and Timeframe

1. The purpose of this contract is to arrange for HIRTA to provide ADA-required public transit services under the auspices of the designated public transit system, CyRide.
2. The contract period shall begin on July 1, 2015, and continue through June 30, 2018, and may continue upon annual extension or renewal by both parties. Any extension or renewal of this contract shall be in writing and mutually agreed upon by both parties at least 90 days prior to the end of the fiscal year.
3. This contract is created pursuant to Iowa Code §28E.12 and does not create a separate legal or administrative agency.

B. Description of Service

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

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

3. Service hours under this contract shall be:

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

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

4. Service provided by HIRTA shall be daily, advanced-reservation, demand responsive transportation within the City of Ames providing door-to-door (not "through door" or "curb-to-curb") service. While this service is for ADA eligible clients; members of the general public may use this service on a space available basis at the fully allocated cost per ride.
5. CyRide shall set fares and establish fare policy for DAR services. HIRTA will collect fares from clients based on fare policies received from CyRide. HIRTA will collect all appropriate cash fares or CyRide tickets from passengers. Cash fares will be deducted from 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.
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 7:30 am to 4:30 pm. Transportation requests after-hours will be honored if 24 hour advance notice is given (including voice mail requests). Calls received or left on voice mail after 4:30 pm Friday through Sunday will be honored for the next DAR service day. Passengers may schedule transportation up to but not more than 14 days in advance.
9. CyRide follows ADA requirements and limits subscription trips to 50% of the total trips. Within this criterion, HIRTA may schedule trips in the most efficient manner possible.
10. HIRTA will provide trips to and/or from any location within CyRide's ADA service boundary during all hours that any CyRide fixed-route bus service is operating. This area is generally described as the city limits weekdays until 6 pm, then west of the Skunk River after 6 pm and on weekends. Trips outside this service boundary may be provided by the Contractor on a space available basis upon payment of a higher fare (see section B.5).
11. HIRTA may not impose trip prioritization procedures under this contract. Therefore, HIRTA will not impose any trip limits or trip purpose restrictions on passengers. HIRTA shall group DAR and non-DAR participants, when feasible.
12. CyRide extends twenty-one (21) days of ADA Paratransit eligibility per rolling twelve (12) month period to persons who present current certification of eligibility for ADA Paratransit services issued by another complementary Paratransit system. HIRTA will schedule visitor service to any person requesting a trip who asserts current certification, and HIRTA will visually verify and document that the visitor has required eligibility certification before providing service. Service beyond the twenty-one (21) day service eligibility will require CyRide eligibility certification, and a person may be denied service by HIRTA until such certification is completed.
13. A Personal Care Attendant (PCA) is a person who assists the eligible passenger either in leaving the trip origin, boarding and lighting from the vehicle, while traveling to or upon arrival at the destination, or whose assistance is required in completing the trip purpose. A PCA must board and disembark the DAR vehicle at the same times and locations of the eligible client. Each DAR client who has been certified through CyRide's eligibility determination processes who requires personal care levels of service in order to access or complete the purpose of their trip(s) is permitted to travel with one PCA. The PCA will not be charged a separate fare when serving in the capacity of a PCA. Family members can serve as PCA's.
14. Each ADA-eligible passenger can travel with at least one (1) companion. Additional companions can be served based on a space-available basis only. All companions must pay the full DAR fare and are counted as revenue passengers.
15. The following pick-up and drop-off procedures must be met:
 - IF DAR arrives at/before the scheduled pickup window, the HIRTA operator will wait

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

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

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

17. HIRTA shall not impose:

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

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

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

- The 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 5.2.14.
- The passenger cancels the trip with less than ~~30-minutes~~ **one hours'** notice from the scheduled pick-up time.
- The passenger cancels at the door.

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

19. HIRTA will attempt to contact, via telephone, each customer when the scheduled pick-up time changes for any reason deemed necessary to smoothly operate door-to-door service in Ames.

When HIRTA requires a change, as much advance notice as possible will be given to the customer.

C. Vehicle Responsibilities

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

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

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

2. The vehicle supplied by CyRide shall be utilized by HIRTA in provision of its daily service. HIRTA will combine DAR and other HIRTA passengers on CyRide's and HIRTA vehicles to efficiently schedule service within the community. It is recommended that the Iowa DOT's minimum annual mileage requirement for this vehicle be achieved and it may be used for other transit system purposes.
3. Vehicles operated by HIRTA must comply with current Iowa DOT vehicle signage requirements: Iowa Department of Transportation, Office of Public Transit Vehicle Signage Requirements Policy.
4. Responsibility for maintaining **CyRide owned** vehicles, supplied for provision of services under this contract, in safe and presentable condition shall be as follows:
 - a. Maintenance **cost born by** HIRTA:
CyRide Vehicle # 7640, 2008 186" Ford
Other HIRTA vehicles where DAR passengers are transported
 - b. Maintenance by CyRide:
Responsible for maintaining /repairing vehicle #7640 with two days notification for scheduling of service and up to two days to complete the repair. The vehicle will be delivered and returned by HIRTA personnel. ~~CyRide will perform maintenance on leased vehicle (#7640) at its direct expenses, if so desired by HIRTA.~~
5. If HIRTA is short vehicles for DAR service, CyRide will work with HIRTA to provide vehicle(s) on a short term basis so that DAR service can be uninterrupted.
6. The vehicle supplied by CyRide may not be used to provide exclusive school transportation.

D. Operations Responsibilities

1. Drivers for all transit services provided under this contract shall be employed by HIRTA unless service is subcontracted as specified in Section N. All drivers of transit-funded vehicles shall be

required to have either a commercial driver's license or chauffeur's license and shall have passed a pre-employment drug test and be part of a random drug and alcohol testing pool.

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

E. Other HIRTA Responsibilities

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

equal employment opportunity laws, affirmative action laws, nondiscrimination laws, traffic laws, motor vehicle equipment laws, confidentiality laws, and freedom of information laws.

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

F. Other CyRide Responsibilities

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

G. Compensation

1. Operating costs for services under this contract are as follows for July 1, 2015 – June 30, 2016:
 - Weekday Trips from beginning of service until 6 pm = \$13.56 per trip
 - Weeknight service after 6 pm, Saturday and Sunday = \$45.62 per hour

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

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

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

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

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

H. Reporting

1. On a weekly basis, HIRTA will provide CyRide will weekly mileage on leased vehicle #7640 to CyRide’s Maintenance Coordinator by emailing this information to: James Rendall, jrendall@cyride.com This will allow CyRide to assist with timing for maintenance on this vehicle.
2. 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
 - Telephone response rate to include: average wait time, total number of telephone calls
 - Record of name and dates for each ADA eligible rider, including No Show and passengers riding with a PCA.

- Invoice for services.
 - Summary of passenger complaints and their resolution.
 - Manifest every 8th day to include:
 - Passenger Name
 - Pick up address
 - Drop off address
 - Requested time
 - Scheduled time
 - Actual pick up
 - Odometer reading for pick up and drop offs
 - Vehicle inspection reports
2. a. Within 15 days after the end of each fiscal quarter HIRTA shall furnish the following information concerning DAR transportation services provided during the preceding quarter under this contract:
 - Total Rides
 - Rides by nondisabled elderly persons
 - Rides by disabled elderly persons
 - Rides by nonelderly disabled persons
 - Total Vehicle Miles
 - Total Revenue Miles
 - Total Passenger Revenue
 - Total Contract Revenue
 - Total Local Tax Support
 - Total STA (requested)
 - Total Federal Transit Assistance (requested)
 - Total Other Revenues
 - b. Within 15 days after the end of each fiscal quarter HIRTA shall furnish information similar to that required in H.2.a. for any incidental services provided during the preceding quarter under the terms of B.7., above.
 - c. Within 15 days after the end of each fiscal quarter, if charter services have been provided, HIRTA must provide a report of each charter trip including all information specified in FTA Charter Rule.
3. Within 30 days after the end of the state fiscal year (June 30) HIRTA shall provide to CyRide a separate year-end summary of the data requested under H.2. for public services provided and for incidental services provided and shall show the total surplus/shortfall for each.
 4. By February 1, HIRTA shall provide CyRide with a report on the prior calendar year's results of its drug and alcohol testing program per FTA requirements.
 5. The following items shall be reported to CyRide within 24 hours of the following incidents:
 - Accidents involving vehicle owned by CyRide
 - Incidents involving DAR passengers carried under this contract
 - Cancellations or significant delays in DAR services provided under this contract
 - Emergency use of subcontractors to avoid service interruptions
 3. Within 30 days after the end of the state fiscal year (June 30), HIRTA shall provide a copy of the year-end inventory of listed buses for use in CyRide's National Transit Database report.

I. FTA Clauses

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

J. Entire Agreement

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

K. Amendments

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

L. Termination and Suspension

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

M. Saving Clause

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

N. Assignability and Subcontracting

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

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

For HIRTA:

For City of Ames d/b/a CyRide:

Ann H. Campbell, Mayor, City of Ames

Date:

Attest:

Date:

APPENDIX A FTA Clauses

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

No Obligation by the Federal Government

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

Program Fraud and False or Fraudulent Statements or Related Acts

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

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

Access to Records

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

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

Federal Changes

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

Civil Rights

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Disadvantaged Business Enterprises

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

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

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

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

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

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

Incorporation of Federal Transit Administration (FTA) Terms

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

Termination

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

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

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

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

Energy Conservation

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

Clean Water

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

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

Breaches and Dispute Resolution

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

Performance During Dispute - Unless otherwise directed by Ames Transit Agency, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

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

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

Government-wide Debarment & Suspension (nonprocurement)

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **Ames Transit Agency**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **Ames Transit Agency**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Charter Bus

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

School Bus

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

Drug and Alcohol Testing (FTA Option 2)

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

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

Transit Employee Protective Agreement

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

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

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

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

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

Privacy Act

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

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

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

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

Lobbying

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

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

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

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

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

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

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

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

_____ Signature of HIRTA's Authorized Official

_____ Name/Title of HIRTA's Authorized Official

_____ Date

CITY OF AMES, Iowa

MEMO TO: Ames Transit Board of Trustees

FROM: Sheri Kyras

DATE: April 30, 2015

SUBJECT: On-Call Architectural-Engineering Services Award

BACKGROUND: CyRide's facility is 31 years old and major components of the building are at, or beyond, their useful life. As a result, CyRide's Capital Improvement Plan includes four construction projects in the 2015-2016 budget year that require professional architectural and engineering services:

- Heating, Ventilation, Air Conditioning Replacement (\$60,000, with additional expenses in two additional years)
- Pit Replacement (\$375,000)
- Hoist Replacement (\$25,000, with additional expenses in two additional years)
- Parking lot improvements (\$75,000)

In addition to these major projects, minor facility repairs are funded through line items in CyRide's operating budget. Each of these facility projects requires the expertise of construction professionals to design and specify their construction parameters.

INFORMATION: In preparation for the 2015-2016 facility projects, CyRide prepared a Request For Proposal (RFP) for On Call Architectural and Engineering services to hire the expertise required to support the above construction projects. With multi-year projects, the RFP was developed for a five-year period so that continuity between years and projects could be accomplished. Distribution of this RFP occurred on March 3, 2015 with three proposals received as follows.

- Ask Studios
- Brooks, Borg, Skiles Architectural Engineering
- RDG Planning and Design

Per Federal Transit Administration requirements, RFP's for professional services must be awarded based on a two-stage process. First, RFP's are evaluated based on a set of criteria that reflect the firm's professional qualities only and then the firms are ranked based on these

professional skills. The following professional criterion was developed for the first stage of the evaluation process.

- Specialized Experience – 20%
- Professional Qualification and Experience – 15%
- Capacity of Firm to Accomplish the Work in the Required Time – 15%
- Past Performance – 15%
- Firms' Location (Proximity to Ames) – 15%
- Quality Control Program – 15%
- Sustainable Design and Planning – 2.5%
- Volume of Work – 2.5%

Second, price negotiations begin with the top firm. If an agreement cannot be reached, the second highest firm is contacted to determine if a price can be agreed upon, until the contract is awarded or all bids rejected.

Three CyRide staff evaluated proposals against this criterion: Rich Lener's, Assistant Director of Fleet and Facilities, Barb Neal, Operation's Supervisor and James Rendall, Maintenance Coordinator. Based on their combined evaluation, the ASK Studio proposal received the highest combined rating and was determined to be the firm that would provide the greatest benefit for the variety of projects that they would be called upon to guide CyRide. An hourly rate of \$40 - \$115 (see attached rate sheet) per hour, depending upon which staff is utilized on a specific project, was negotiated with this firm, which is comparable to past CyRide on-call architectural and engineering contracts based on a federally-required price analysis.

Funding for these services will be provided with federal grants and local dollars programmed into the Capital Improvement Program.

ALTERNATIVES:

1. Approve the award for On Call Architectural and Engineering Services to ASK Studios.
2. Reject all proposals and rebid On Call Architectural and Engineering services.

RECOMMENDATION:

The Transit Director recommends approval of Alternative #1 to enter into a contract with ASK Studios for On Call Architectural and Engineering services. Due to this firm's strong technical experience and familiarity with CyRide's existing building, this firm was determined to be the best fit for the various projects funded in the Capital Improvement Plan. Their fee schedule was also determined to be competitive.



EXHIBIT A

Architects Schipper Kastner

2015 Hourly Rates

Principal	\$115.00
Staff Architect	\$70.00 - 90.00
Intern Architect	\$60.00 - 75.00
Draftsperson	\$40.00 - 55.00
Support Staff	\$40.00 - 55.00

CITY OF AMES, Iowa

MEMO TO: Ames Transit Board of Trustees

FROM: Sheri Kyras

DATE: April 30, 2015

SUBJECT: Facility Constraints Discussion

BACKGROUND: CyRide has been experiencing record and rapid ridership growth for more than six years since 2008-2009, which has required infrastructure adjustments as this growth has occurred. Since 2008-2009, CyRide has enlarged its facilities by adding additional administrative office space and bus storage space. Likewise, the number of buses needed to keep pace with this ridership growth has increased CyRide's fleet by 18 vehicles and will increase another six vehicles during the 2015-2016 budget year. Currently, CyRide is storing six vehicles outside of the building and this outside bus storage is anticipated to increase to 11-13 buses in the fall of 2015.

Over the past six years, CyRide staff and the Transit Board of Trustees have discussed the opportunities and challenges that are related to this growth, including completing studies to help guide agency decisions: a facility space planning needs study and examination of possible satellite bus facility locations due to the physical constraints of its current site (4.5 acres) in regards to continued growth.

The decision of these past discussions was to remain at CyRide's current site and maximize its infrastructure within the property currently leased under a 99 year contract with Iowa State University. This philosophy was used to develop CyRide's current Facilities Master Plan that was completed in 2009 (attached site map). This plan anticipates a total fleet size of 90 buses; however, CyRide will surpass this size bus fleet in the fall of 2015 and will not be able to accommodate all transit functions within the current site as the fleet continues to grow.

In addition to the above plans and discussions, the Transit Board of Trustees, in the spring of 2014, discussed researching the possibility of expanding its leased property to adjacent pieces of Iowa State University (ISU) land, specifically indicating the recreational fields to the south of CyRide's current site and also ISU's parking lot to the west of CyRide's facility (see attached map). It has since been determined that the current recreational soccer fields to the south would not be available for CyRide's repurposing.

INFORMATION:

With delivery of six new buses this spring, five used buses to be completed in the fall 2015, and four articulated buses and three new 40' buses within the next eighteen months, staff began analyzing where/how buses could be stored on CyRide's existing site. This analysis was further expanded to the fleet size needed over the next ten year period as described in the report, determined by anticipated ridership and other anticipated facility needs over that same time period.

Anticipated Ridership and Fleet Size

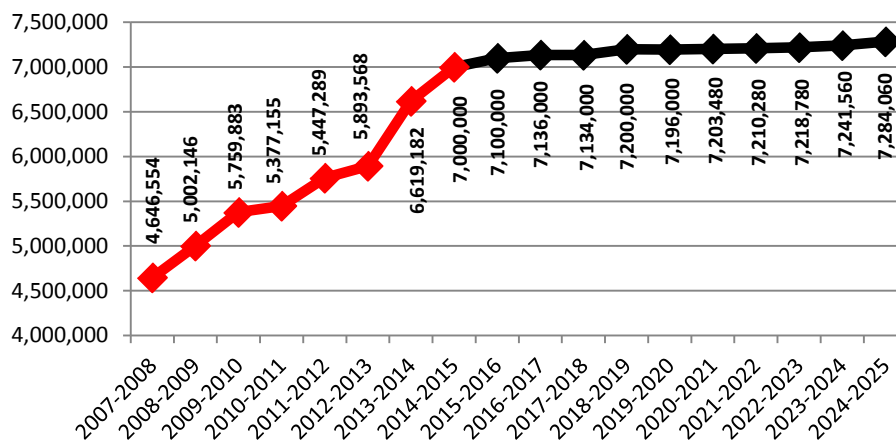
Ridership

The two largest ridership impacts result from ISU enrollment changes and weather. While the weather is unpredictable, ridership increases/decreases can be more predictable based on enrollment estimates as determined by ISU annually. The following ten-year projections for fall enrollment, as estimated in the fall of 2014, are included below.

Current	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
34,732	35,313	35,526	35,513	35,523	35,499	35,543	35,583	35,633	35,767	36,017
	+581	+213	-13	+10	-24	+44	+40	+50	+134	+250

Historically, for every student enrolled at ISU, approximately 170 rides are generated per year. Based on these enrollment predictions and historical averages, ridership can be estimated as illustrated on the following graph.

Ridership History and Predicted 10-Yr. Trend



Based on these projections, ridership will level off beginning in the fall of 2017 at, or above 7.1 million rides annually.

Fleet

To provide service to a sustain level of service between 7.1 and 7.2 million riders over the next decade, CyRide estimates it will need a fleet of 102 vehicles. The table below delineates the number of buses CyRide currently operates, as well as a **conservative estimate** of the fleet needed to provide this service, including spare buses to allow for maintenance, training and buses for other operational functions. (The Federal Transit Administration allows 20% more buses than needed during peak service periods for these purposes.)

Year	Number of Peak		Total Fleet
	Buses	Spare Buses	
2014-2015	81	5 (6%)	86
2015-2016	83	9 (10%)	92
2016-2017	85	12 (12%)	97
2017-2018	85	12 (12%)	97
2018-2019	86	12 (12%)	98
2019-2020	86	12 (12%)	98
2020-2021	86	12 (12%)	98
2021-2022	87	12 (12%)	99
2022-2023	87	12 (12%)	99
2023-2024	89	14 (14%)	102
2024-2025	89	14 (14%)	102

Current Facility Space

CyRide’s existing facility has been expanded five times since its original construction in 1984 to meet its growing space needs. Currently, the facility includes:

- 10,000 square feet of office space
- Approximately 70,000 square feet of maintenance/bus storage area
- 94 employee parking spaces.

Due to its growth in the number of buses and employees needed to support ridership levels, CyRide’s current facility/site are creating new challenges in meeting daily service requirements as described below, with the bus storage situation requiring near term discussion.

Bus Storage/Fueling Bay Needs -

Current - CyRide’s current bus storage facility is able to house 82 buses, plus relief vehicles (vehicles primarily used by bus drivers to relieve other drivers for shift changes). CyRide’s current bus fleet includes 88 buses, leaving six buses currently parked outside. The attached map entitled, “Exterior Bus Parking Peak Time/Overnight School Year 2014-2015 (Current)” illustrates where buses are currently parked overnight (in red), and where buses must circulate through the property to be serviced each day (in purple) as well as parked in the morning to allow for timely

bus departures for the beginning of service. Today, all buses parked outside overnight, as well as queuing for drivers in the morning, circulate through the property without the need to use University Blvd.; however, the six buses parked outside overnight hinder access to the building if a fire were to occur.

Fall 2015 - In May 2015, CyRide will take delivery of six more new buses, raising the total fleet to 92 buses. Five used buses will be refurbished for service during the 2015-2016 budget year and five buses are scheduled to be removed from service, leaving the 2015-2016 anticipated fleet at 92 buses. With this increase, 12 buses will be parked outside during the next year. The map entitled, "Exterior Bus Parking Peak Time/Overnight School Year 2015-2016" illustrates the overnight and queuing locations of the buses on the property with this larger fleet size. Overnight parking will be on the north and east sides of the facility, blocking the entrances/exits to the storage areas. To allow for adequate space to circulate buses, three buses will need to exit the property onto University Blvd. to be serviced daily. This will increase operating costs due to the additional time required to service each bus.

Fall 2016 - Over the summer of 2016, CyRide is scheduled to take delivery of four articulated buses and three 40' buses, with the plan of retiring four 40' buses leaving a total fleet of 97 buses. This will require 14 buses to be parked outside of the facility building. The map entitled, "Exterior Bus Parking Peak Time/Overnight School Year 2016-2017" illustrates the overnight and queuing locations of the buses on the property with this larger fleet size, with the need for six buses to be stored off-site as all available on-site locations will be full. Additionally, due to vehicle congestion on CyRide's current site with this sized fleet, six vehicles will need to circulate on University Blvd. for daily servicing (fuel, fluids, wash), which will increase operating costs due to the additional time required to service each bus.

Currently, CyRide begins servicing buses at 3:30 pm daily and staff are able to complete this task in a little more than 9 hours, at around 12:30 – 1:00 am. To service a larger fleet, with circulation on University Blvd. and travel time to a second site, this function is anticipated to increase to approximately 11 hours, until 3:00 am, with the morning service worker starting work one hour later at 4:00 am to begin moving buses to start service the next day.

In summary, in two years, CyRide's current 4.5 acre site will be unable to house (indoors and outdoors) CyRide's fleet of vehicles requiring a second site, rented or owned, to provide daily service to the community. Additionally, with only one fuel lane, the amount of hours in the day to perform this function will increase to virtually an around the clock operation, as well as increased operating costs with more staff needed to complete the daily bus servicing function.

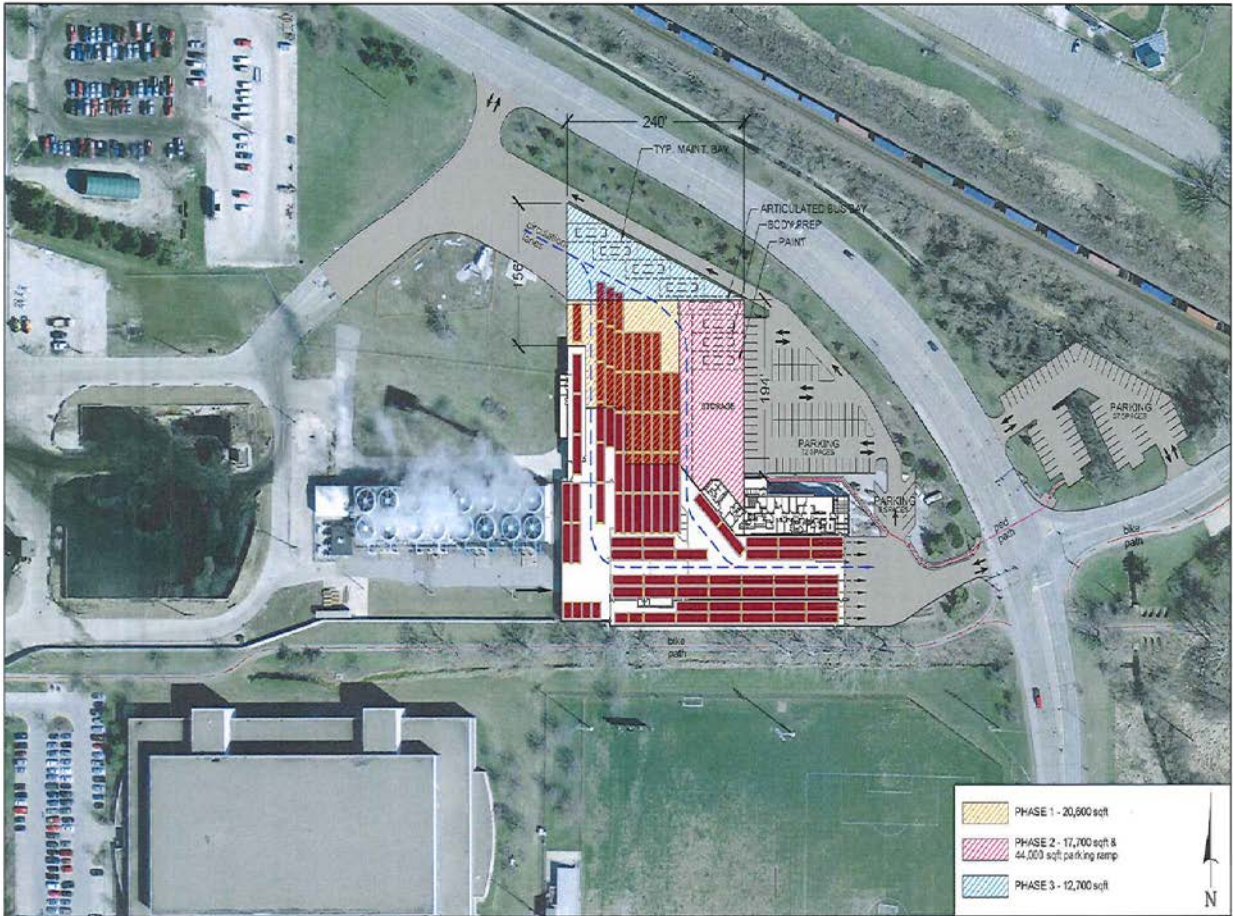
Office Space Needs - CyRide's current office area was designed for a staffing level of 142 employees while CyRide currently has 168 employees and is anticipated to increase to 188 employees in the next ten years. The staff increases have, and will occur, due to the need for additional drivers to meet higher service level requirements. This unplanned increase in employees has created a lack of space for employee lockers and break room areas (used by employees to wait in-between trips and for lunches/dinners). At peak times, these areas are filled with employees, leaving no room for activities or room for employee staffing growth to meet ridership/driver levels needed into the near future. Currently the break room can seat 25 employees at one time. To meet future needs, this would need to be increased to 35 seats, requiring an additional 300 square feet of break room and 200 square feet of locker room area.

Maintenance Shop Needs - CyRide's maintenance shop is in the middle of the facility and surrounded by bus storage. When buses begin service for the day, the maintenance areas becomes land-locked and buses/equipment are not able to be accessed after approximately 4:00 to 5:00 pm each weekday and all day on the weekends. This leaves CyRide's service vulnerable when unanticipated maintenance issues arise in service that is operated well beyond this time period until 3:00 am. Originally the maintenance area was constructed at the south end of the building, at exterior of the building, which allowed access at all times; however, as the facility has grown, it has grown around the maintenance area, rendering it inoperable during evening/weekend periods.

Parking Needs - Currently CyRide has 94 parking spaces and at peak times, employees circle the parking lot seeking a parking space, even with special motorcycle parking that reduces the need for one motorcycle per parking space, as well as strong utilization of bike, bus and walking to work by employees. The most challenging times to locate parking are during cold weather months when utilization of these other modes of transportation are reduced. As a result, as part of CyRide's concrete program contained in the 2015-2016 capital projects, CyRide will be adding 10 parking spaces to a green area on its property bringing the total number of spaces to 104. With anticipated ridership and employee levels to meet anticipated ridership growth, CyRide believes that an additional 31 spaces are needed to meet it needs into the near future – 135 in total.

Staff is seeking board guidance on how to house its fleet within the next two year period - in locating a second site to own and construct a building, moving the entire facility to a new location or in renting a storage building from a private owner.

CyRide Facility Master Plan



URS
1475 WEST 10TH AVENUE
 SUITE 2000 DENVER, CO 80202
 TEL: 303.733.1000
 WWW.URS.COM

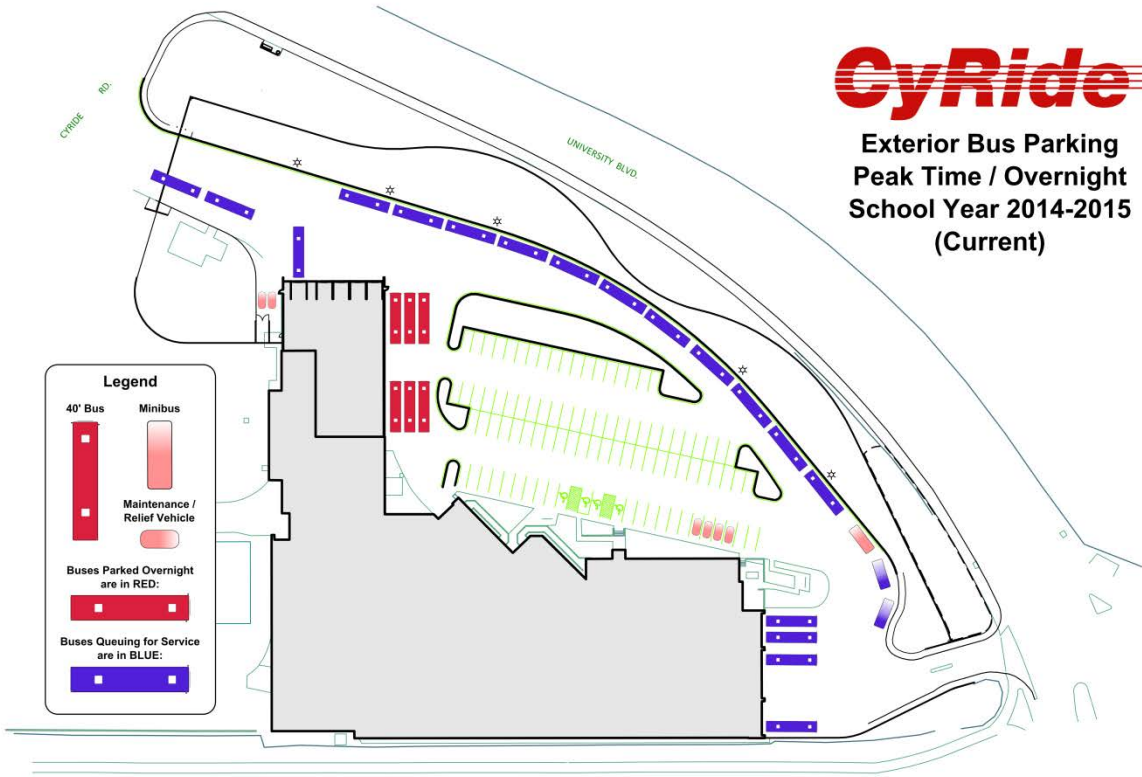


NOTE: CONSIDER ADDING
 WALKING ACCESS
 TOTAL PARKING SPACES: 107

BUS STORAGE COUNTS	
SMALL TRANSIT BUS	6
LARGE TRANSIT BUS	90
TOTAL	96

CYRIDE INTERIOR BUS STORAGE







OPTION 12 - A
 07/23/2010 1:00

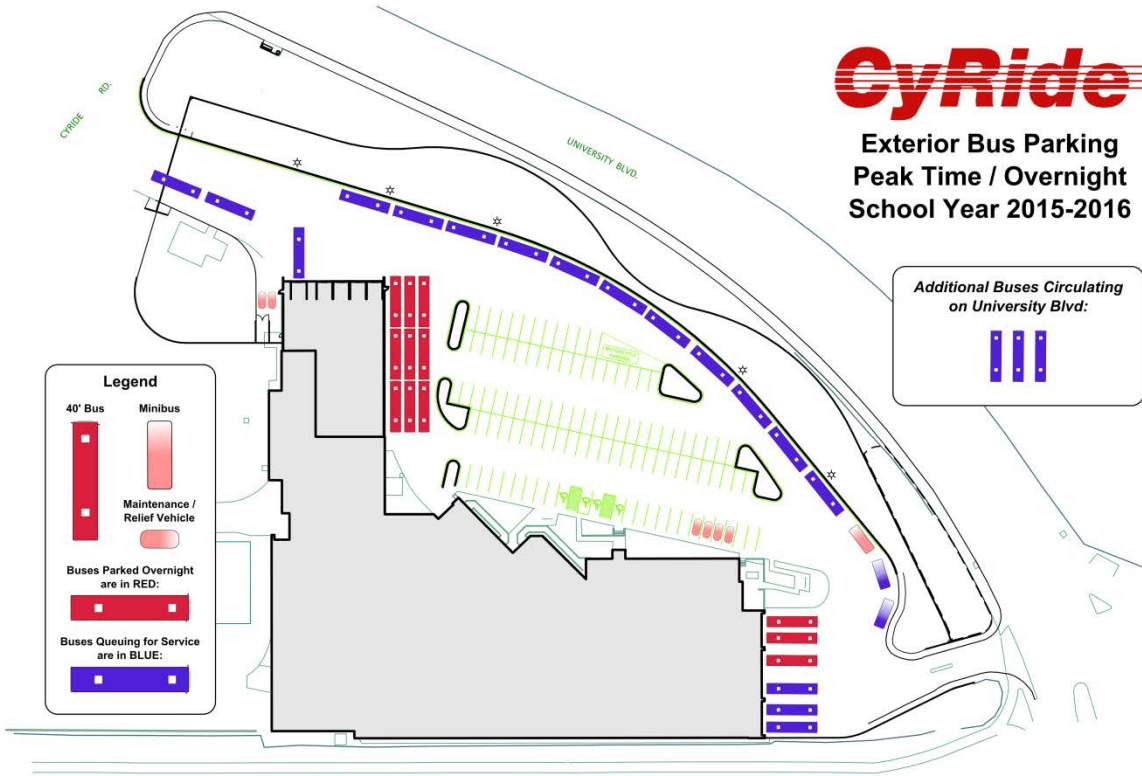


CyRide

Exterior Bus Parking
Peak Time / Overnight
School Year 2014-2015
(Current)

Legend





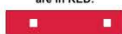

	
40' Bus	Minibus
	
Maintenance / Relief Vehicle	
	
Buses Parked Overnight are in RED:	
	
Buses Queuing for Service are in BLUE:	




CyRide

Exterior Bus Parking
Peak Time / Overnight
School Year 2015-2016

Legend

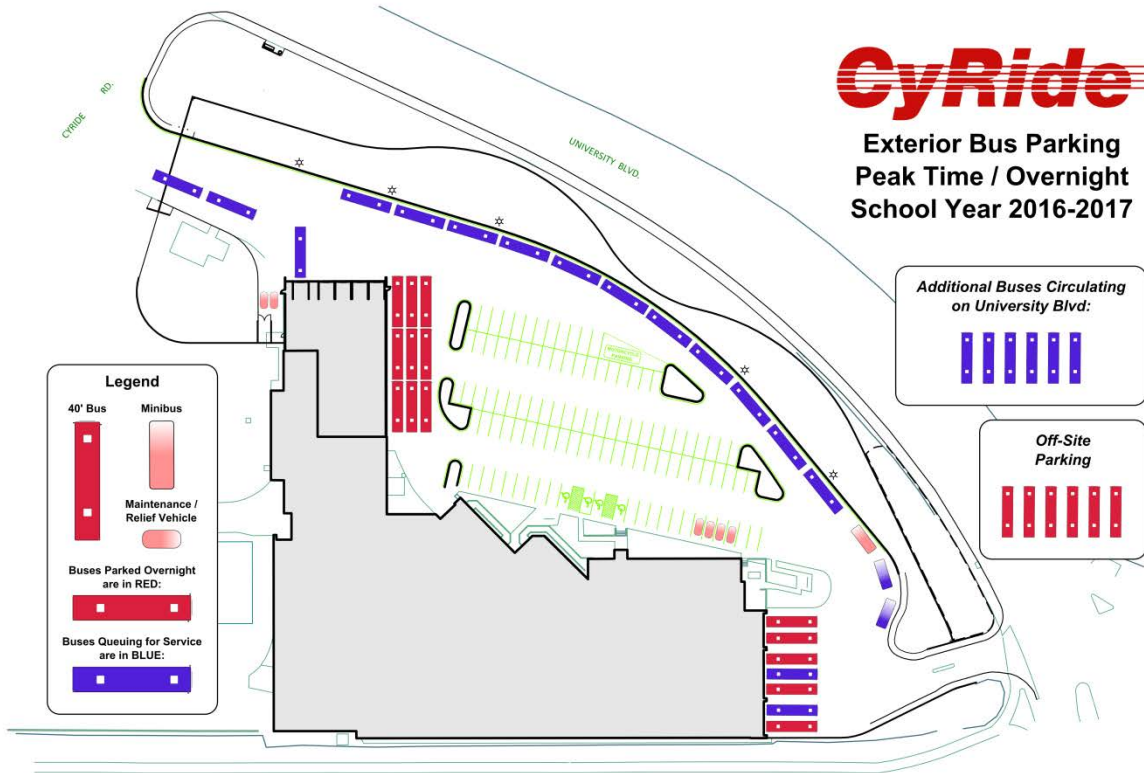
	
40' Bus	Minibus
	
Maintenance / Relief Vehicle	
	
Buses Parked Overnight are in RED:	
	
Buses Queuing for Service are in BLUE:	

Additional Buses Circulating on University Blvd:





**Exterior Bus Parking
Peak Time / Overnight
School Year 2016-2017**



Additional Buses Circulating on University Blvd:

Off-Site Parking

Transit Director's Report

April 2015

1. Development Process

In response to the Transit Board's desire to provide information to decision makers regarding the impact of development on CyRide service, CyRide staff met with City planning staff to determine how/when it could provide information prior to City Council decisions regarding high-density residential developments. As a result of this meeting, City planning staff will notify CyRide early in the application process when it is possible to provide information regarding development. Specifically, Land Use Policy Plan amendments and zoning amendments provide an opportunity for input based upon the City's review process. Therefore, if a development requires City Council action on a high-density residential development, City staff will notify CyRide, and CyRide staff will provide City staff with the operating and capital impact anticipated from the size of the development and location. This information will then be utilized in the City's High Density Residential Evaluation checklist process for consideration in approving/rejecting a developer's request. Due to timing of developer inquiries and the city staff's review process, CyRide staff will notify transit board members via email with this information at the time it is provided to city staff for inclusion in the checklist.

2. Gray Route Grant Request

CyRide staff requested \$146,480 from the Iowa DOT in Special Project funds for additional services approved in the 2014-2015 budget. The grant request was for additional service on the Blue and Brown routes for the first year of its operation. Upon review of the application, the DOT **declined** the grant application indicating that CyRide had received funding for the 2nd and 3rd year of this service, plus a bus from the Iowa Clean Air Attainment Program (ICAAP) and believes that funding this Special Project request would jeopardize the ICAAP funding. While CyRide staff does not concur in this conclusion, the final decision lies with the Iowa DOT Public Transit staff.

These services will, however, receive ICAAP funding for the 2015-2016 budget as well as funding for a new bus. CyRide will apply for the third year of operating funds this fall for the 2016-2017 budget year.

3. New Route

In January 2015, the Transit Board approved an additional bus on the Gray Route as part of the budget process for the 2015-2016 budget year to better serve the growing number of occupied apartments along S. 16th Street. As staff began preparing to implement this service enhancement, it was determined that a better use of these resources would be to create a new route that would operate more like an express route from this area into

campus by by-passing the ISU Commuter Lot currently served by the Gray Route, reducing travel time for residents from the S. 16th St. apartments into/out-of campus.

With the services funded by Copper Beech for one bus from 7 am to 10 pm, along with the additional bus approved during the 2015-2016 budget process, these two resources provided a better service along the route by separating from the Gray Route, creating a new route that will be called the #9 Plum Route. The attached map illustrates the express route developed to serve this area of Ames.

4. Walmart Update

Since the Transit Board's direction in December and in February regarding the #3 Blue Route at S. Duff and S. 5th St. regarding shopping carts and the possibility of rerouting this route closer to the Walmart/Target area, the City of Ames received a response from Walmart regarding the possibility of adding a perimeter shopping cart containment system. The attached memo to the City Council from city staff details Walmart's response, which delays a decision on installing this system until final resolution on an intersection project proposed by the city. Staff will continue to monitor this issue and will provide transit board members with the final resolution of the intersection/containment system discussion.

5. Copper Beech Contract

Two representatives from The Grove met with CyRide's Director to discuss the contract between CyRide and Copper Beech for additional service on the Gray Route. They indicated that, as of December 2014, Copper Beech was now owned by the developer of The Grove and that the new owners had not been aware of the contract prior to their ownership. They expressed a desire to terminate the contract indicating that they preferred to operate their own service. As a result of the conversation, CyRide's Director instructed them to put their concerns, requests, and questions in a letter to CyRide, which could then be forwarded to the City Attorney's office for legal clarification.

This service has been scheduled and CyRide drivers have already bid on work under this contract. Printed schedules will be sent to the printer in mid-May for delivery in late July.



CITY OF
Ames[™]

Caring People • Quality Programs • Exceptional Service

MEMO

To: Mayor and City Council
From: Brian Phillips, Management Analyst
Date: March 31, 2015
Subject: Walmart Shopping Cart Update

At the January 27, 2015, City Council meeting, the City Council requested an update regarding the South Duff Avenue Walmart's efforts to secure funding from Walmart corporate offices for a shopping cart containment system. The City Council may recall that City staff is in communication with several South Duff Avenue businesses (Walmart included) about the possibility of developing an intersection on South Duff Avenue between the Squaw Creek bridge and South Fifth Street. **Walmart's corporate office has indicated to City staff that it would prefer to resolve the intersection proposal prior to implementing a shopping cart containment system.**

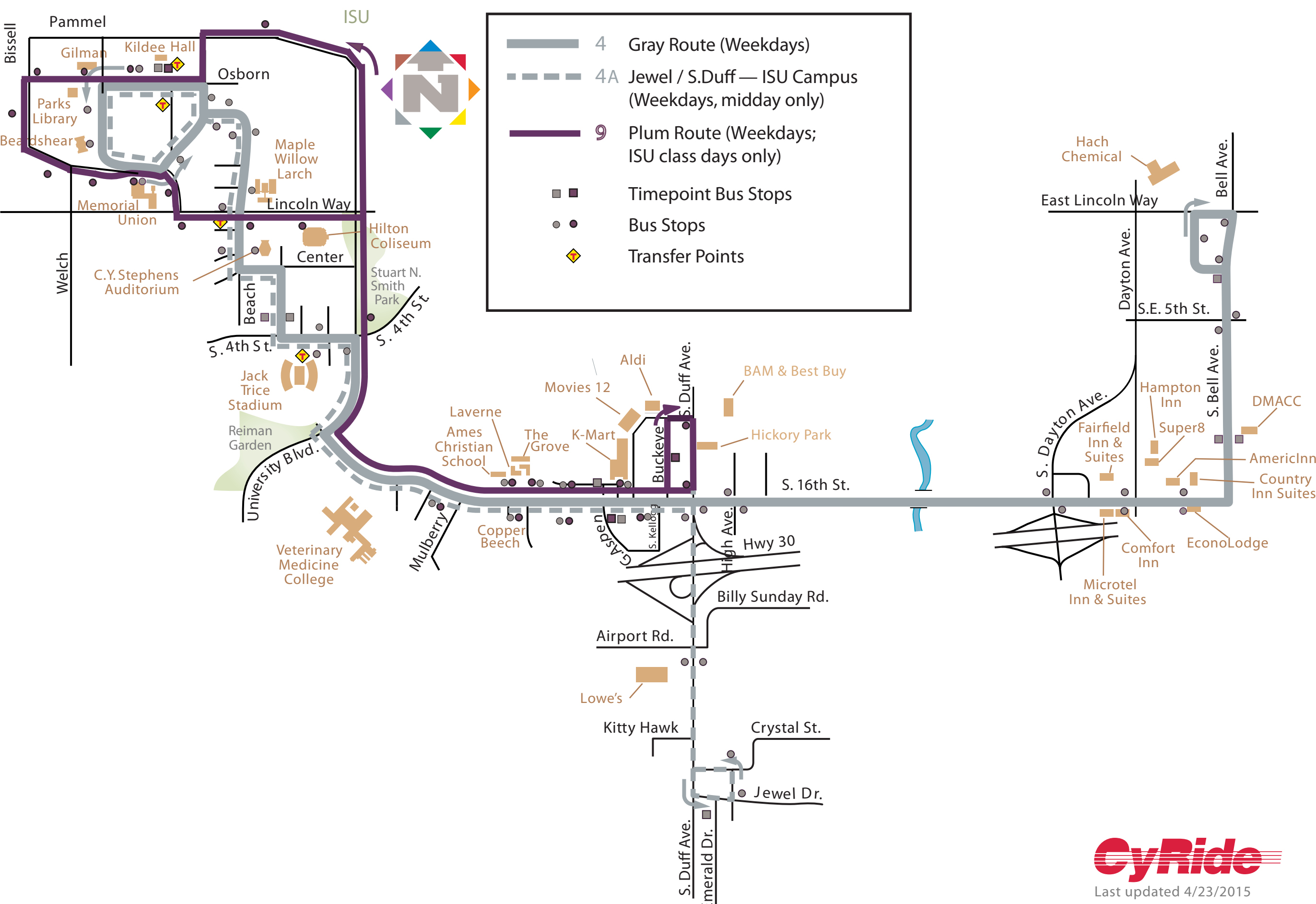
Walmart's corporate staff estimates a cart containment system could cost over \$40,000. These systems require burying a signal wire around the perimeter of the property and painting lines to warn shoppers not to cross the property line with a cart. Because the proposed intersection project would require the reconfiguration of a portion of Walmart's parking lot, Walmart corporate staff indicated that it would prefer to not install the system and then have to remove and relocate a portion of it with the intersection project.

Public Works staff is continuing to work with Walmart, other South Duff business owners, and the Iowa DOT regarding the intersection proposal, and anticipates returning to the City Council with next steps for that project yet this spring.

Mayor Campbell has sent a letter to Walmart's corporate offices expressing support for the installation of a cart containment system. Walmart corporate staff has indicated that such support is helpful in deciding which projects at Walnarts across the country will move forward. City staff will update the City Council as more information about both these projects becomes available.

CC: Diane Voss

GRAY/PLUM ROUTES



June 2015

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1	2	3	4	5	6
7	8	9 Transit Board meeting 8:00am	10 IPTA	11 IPTA	12 IPTA	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				