

AMES TRANSIT AGENCY BOARD OF TRUSTEES
CYRIDE CONFERENCE ROOM

June 28, 2017

REVISED AGENDA

1. CALL TO ORDER: 9:30 A.M.
2. Anticipated Closed Session Regarding Labor Negotiations
Motion to hold Closed Session as provided by Section 20.17, Subsection 3, *Code of Iowa*, to discuss matters relating to contract negotiations
3. Approval of May 24, 2017 Minutes
4. Public Comments
5. Transit Board Elections
6. Maintenance Equipment Purchase - Portable Bus Hoists
7. Ames Intermodal Facility Ames Police Department Tenant Lease
8. Operating Award and Contract– Cardinal Route
9. North Grand Mall Bus Stop Location
10. New Gold Route Turnaround at Welch Ave./Storm St. Funding
11. Transit Director's Report
12. Set Fall Semester Meeting Times and Place:
 - August 24, 2017, 8:00 AM
13. Adjourn

AMES TRANSIT AGENCY BOARD OF TRUSTEES

AMES, IOWA

May 24, 2017

The Ames Transit Agency Board of Trustees met on May 24, 2017 at 8:30 a.m. in the CyRide Conference room. President Haila called the meeting to order at 8:32 a.m. with Trustees Nelson, Madden, Schainker, Haila, and Valentino present. Absent: Trustee Bibiloni. Iowa State University's Senior Vice President Kate Gregory was also present.

Public in Attendance: Trent Taglauer, ISU student and drives Cardinal route for CIT.

Approval of April 13 and April 25, 2017 Minutes: Trustee Madden motioned to adopt the April 13 and April 25, 2017 transit board minutes as presented. Trustee Schainker seconded the motion. (Ayes: Five. Nays: None.) Motion carried.

Public Comments: No public comments.

Federal Triennial Review Results: Director Kyras briefly described the process required for a federal Triennial Review, indicating that it began with submission of documentation in seventeen different areas, with questions over the past four month, ending with a two-day on-site review. As a result of this investigation, CyRide received findings in two areas – planning and drug and alcohol program. In the planning area, she explained that an agreement between the Ames Area MPO and CyRide would be needed to document planning responsibilities between the two organizations. She indicated that past federal reviews had indicated that this document was not needed, as staff to both the MPO and CyRide were employed by the City of Ames; however, she indicated that this opinion had changed and would now be required to complete this document.

The second finding was in the Drug and Alcohol program area. Director Kyras explained the staffing changes in this area of responsibility, as well as the stringent requirements to monitor sub-contractors. She indicated that discussions during the review centered on the need for CyRide's subcontractors to modify their policies to reflect the Federal Transit Administration's drug and alcohol policy requirements, as well as the Federal Highway Administration's requirements, which governed other business for the companies. However, she indicated that the finding was written more broadly to develop an oversight plan for its subcontractors. Barb Neal will provide this information to our contractors and work on making these changes and developing a plan.

Director Kyras further indicated that the reviewers had indicated that CyRide was well operated and that fewer than four findings represented a good outcome.

President Haila asked for further clarification on the discussion and finding in the drug and alcohol area. Director Kyras shared that at the end of the Triennial Review meetings, staff met with the reviewer for an exit conference and that the discussion centered on the policy changes needed. However, since that meeting, a draft Triennial

Review report had been received, which requires a plan to be developed that indicates how CyRide will oversee its subcontractors in this area.

Director Kyras also indicated that Assistant Director Barb Neal has been working to change subcontractor procedures to meet the requirements, but minimize the oversight required. She also indicated that CyRide would develop a plan that met the requirements, but believes that meeting the “best practices” recommended by the reviewer was not financially feasible for CyRide.

Quarterly Operations Report (January – March 2017): Director Kyras shared the third quarter, January through March 2017, performance statistics. She indicated that ridership was higher during the quarter; however, was lower year-to-date. She then explained additional measures that staff would be monitoring in the next few quarters.

- **Dial-A-Ride** - Ridership continues to be lower, which impacts the passengers per hour and cost measures as well. Director Kyras shared that staff had a meeting with HIRTA in February and they indicated that ridership was lower due to a temporary, administrative change made where other programs paid for Dial-A-Ride customers trips for a period of time. She indicated all rides requested were provided, but a different funding source paid for their trips. They indicated that this change has been corrected and ridership should return to previous levels.

President Haila asked how this would affect federal funding and Director Kyras said that the smaller number of rides should have no impact on state or federal funding.

- **Moonlight Express** – Director Kyras indicated that the number of rides during the quarter was higher, but lower year-to-date.
- **Drivers/Month/# of Interior Buses Cleaned** – Director Kyras indicated that both measures were lower for the quarter but higher for the year.
- **Farebox Revenue** – Director Kyras indicated that farebox revenue was higher for the second consecutive quarter, which is a reversal of previous quarters.

President Haila mentioned the positive miles per gallon trend achieved and asked staff if new measures had been implemented to achieve this 25% increase. Rich Leners, CyRide’s Assistant Director of Fleet and Facilities, indicated that there are numerous variables that can affect this measure from which buses are placed on different routes to weather conditions. He indicated that the numbers would need to be “pulled apart” before he could provide further insight.

Trustee Madden noted that diesel fuel had increased 44% for the quarter, as compared to the same quarter one year ago. He asked staff if prices had increased that significantly in one year and what was the 2017-2018 CyRide budget price per gallon. Director Kyras indicated that fuel prices had been trending higher, citing that fuel prices at the beginning of the fiscal year was approximately \$1.48 per gallon and the average price for the year was currently approximately \$1.68 per gallon. She indicated that the

2017-2018 budgeted price per gallon was \$2.75.

Transit Director's Report: Director Kyras indicated that there were four items of interest to the Board. First was the election of officers that will be postponed until the June 2017 Transit Board meeting to allow all members to be present for the election. Second, the Director briefly highlighted summer staff activities in the operations, administration and maintenance divisions to get ready for fall service and efficiently maintain and operate service. Third, she discussed the current and proposed student fee rates and percentage increases to maintain current service levels. Fourth, she informed board members that the City Council had approved \$225,000 in federal funding to assist in funding a bus in the 2020-2021 budget.

President Haila asked Director Kyras to update the Transit Board on conversations with Copper Beech. Director Kyras said she received an email from Copper Beech asking CyRide to provide a proposal as their company wanted to compare CyRide's cost with private operator bids they received. She indicated that she had informed the Copper Beech representative that the Transit Board had fully funded the existing level of service for next year, replacing their current contract funding. She indicated that the representative was not sure at that time if a private shuttle system would be operated next year. Director Kyras indicated that she believes that private shuttles were being used in the Ames area as a marketing tool to set apartments apart from others as the student apartment market softens.

Iowa State University's Senior Vice President Kate Gregory asked Director Kyras to reach out to Copper Beech regarding whether they would be operating the private shuttle next year, as the university will need to finalize plans for drop-off locations near campus if they do operate this service. Trustee Valentino shared that he had heard from students who were confused about bus service to/from this location, so he supported this conversation.

President Haila's shared his concern that the private shuttle will not be fully utilized and asked what kind of capacity the Plum route has. Director Kyras indicated that some trips currently have extra buses to provide the needed capacity and that staff will monitor ridership next year.

Trustee Madden asked ISU Senior Vice President Kate Gregory if there had been any conversations to consider S. 16th as an institutional road and widen it where it narrows from Grand to University Blvd. as it will become a bottle-neck as more apartment units are added along this corridor. ISU Senior Vice President Gregory indicated that it was an institutional road, but that the traffic was generated by city and university travel and, therefore, more discussion would need to take place regarding any changes.

System Redesign Plan – Service Refinement: Director Kyras recapped the board's action on April 13, 2017 regarding approval of the System Redesign Plan. She then explained that the final step in the planning process was to refine the service changes and ensure that

all changes would operate smoothly. She indicated that preliminary schedules had been developed over the past month and these schedules were used to test the service to make sure that it would operate as conceptually planned. She indicated that the consultant had also developed recommendations on when each of the route changes should be implemented. She also stated that the consultant had prepared a list of additional service changes that could further enhance CyRide's system, if additional funding could be secured in the future.

Mr. Wittmann with Nelson Nygaard then began his presentation with a brief overview of the System Redesign planning process for new board members present, including the market research, public/stakeholder outreach and surveys conducted to generate information that led to the improvements contained in the plan.

President Haila asked if staff had developed a thorough approach to communicate the service changes to the community. Director Kyras said that once the plan was finalized, staff would begin developing an implementation plan, and that educating the public was a key component of this plan.

Mr. Wittmann then explained the operational challenges that were reviewed, such as platooning of buses where multiple buses operate one trip in the schedule and on-time performance issues with routes and times of the day.

Mr. Wittmann then explained that the conceptual plan approved by the transit board was then developed into specific, preliminary schedules based on the approved routes and frequencies of the buses for each day of the week, when school was in session. He indicated the purpose of this exercise was to determine volumes on specific streets, examine the wait times to transfer to a different route, and identify trips where additional buses would be needed for the demand at that time. He then explained the analysis completed regarding Union Drive bus volumes. He referred board members to a chart that identified bus volumes on Union Drive between 8 and 9 am (peak demand). This analysis indicated that no more than three buses in each direction would be scheduled to operate on this street at this highest demand time, which represents a worst-case scenario.

Trustee Madden asked Iowa State University's Senior Vice President Kate Gregory if private vehicles would also be allowed on Union Dr. Senior Vice President Kate Gregory said the university has contemplated procedures where individuals could drive through, but cannot stop.

Director Kyras indicated that staff had further analyzed the information on the chart to examine how many buses would be stopped on Union Drive in a two-minute period, which represents the typical amount of time at a stop to board and de-board customers. She indicated that there was only once instance when a fourth bus would be needed at a stop under this scenario.

Mr. Wittmann then stated that three buses are easily accommodated on the roadway and up to five buses could be accommodated in the westbound direction. He indicated that the new roadway/sidewalk design for Union Drive would accommodate the number of waiting passengers.

Trustee Madden shared his concern that with buses lined up at/near the stops that this will block pedestrians, crosswalks, and access to parking lots #4 and #5. ISU Vice President Gregory said this could happen, but sidewalk improvements will channel pedestrians to new crosswalks, which will minimize this occurring.

President Haila asked if staff was comfortable with the volume of buses on Union Dr. Director Kyras said that they were, that the peak period analysis represented the worst case, in theory, and reminded the board that buses could be behind schedule due to operational issues on a given day, which could modify this schedule slightly. She also indicated that she believed that the benefits of providing more service in West Ames versus more service operating around campus would better serve the community in the long run.

Trustee Valentino shared Iowa State University's Transportation Advisory Council discussion on this topic. He indicated that the conversation had included skateboard, pedestrian and vehicle movements on Union Drive and indicated that the group determined that they would have the next year to work through these issues.

ISU Senior Vice President Kate Gregory said improvements along Union Drive should be completed by 2018, which correlates with the system redesign being implemented. She indicated that the improvements would include larger bus stops.

Director Kyras briefly mentioned some of the implementation activities, such as completion of a Title VI discrimination document and construction of a turnaround at the Towers. She also indicated that almost every route would have changes and that the consultant and staff had had discussion regarding how to successfully schedule these improvements. Mr. Wittmann then explained the two-phase approach recommended, with a smaller set of improvements in May 2018 and the remainder in August 2018. He indicated that the initial changes were ones that could be independent of the ones scheduled for August and would be cost neutral. Director Kyras indicated that staff was in the process of determining if the August changes were possible at one time and there was a possibility that these changes would need to be divided into two time periods. Mr. Wittmann then listed the potential changes included in each phase.

ISU Senior Vice President Gregory and Trustee Schinker questioned how the timing of the turnaround construction as well as, the Union Drive and Bissell Road construction would impact the system redesign implementation. Director Kyras indicated the preliminary schedule for the turnaround was as follows:

- Summer – decision on funding plan
- Fall – Design turnaround

- Winter –Bid the construction
- Spring/Summer – construct turnaround

She also shared the discussion with Iowa State University staff on the schedule for constructing Union Drive and Bissell Road, which she had been told would be completed before school started in August 2018. ISU Senior Vice President Gregory indicated that the Department of Residence would benefit from the turnaround and could be a potential partner in funding its construction.

Director Kyras shared with the Transit Board that CyRide staff will be very busy this next year operating service and planning for the system redesign changes. She indicated that even with the two-phase approach to service changes, the work will need to be completed for the spring 2018 bid process; however, she indicated that implementing the changes in two phases would allow staff to address any operational issues more quickly.

President Haila offered a suggestion to begin the fall service schedule a week earlier when fewer students were in Ames to allow time to work through any issues. Director Kyras indicated that all options would be discussed during the development of the implementation plan. Director Kyras said CyRide typically had asked for an additional five hours of service per day to address unanticipated operational issues and that one thought would be to increase this for one year when the plan was implemented to give staff the resources needed to successfully make the changes.

Mr. Wittmann shared a list of the activities that represented the next steps toward implementation, such as bus stop modifications, Title VI planning, budget that reflects the service changes, marketing, property-owner discussions and final schedule development.

Director Kyras indicated that the System Redesign Plan was fiscally-constrained, which typically has represented a 3% increase per year in local funding; therefore, the board could consider adding a priority service need from the list of potential service to next years' service. Trustee Schainker also indicated that the Affordable Care Act had not generated significant additional expenses as was anticipated, so that this might lower the typical 3% baseline budget.

Iowa State University Senior Vice President Gregory suggested reaching out to realtors and developers to inform them of the System Redesign Plan, so that they could better plan new developments around this new route structure.

Trustee Schainker encouraged CyRide staff to be proactive in regards to marketing the changes, specifically mentioning renaming the Innovative Transit Service zone and informing current Yellow route service customers of the changes.

President Haila asked what the impact would be if Target would not allow CyRide to operate on the west side of its building. Director Kyras said that if Target would not allow the buses, then CyRide would operate the Blue route as it is today. She indicated that moving CyRide's bus stop at North Grand Mall created a bigger issue and that staff was in the process of determining this impact. Trustee Schainker asked which mall representatives CyRide staff had been working with. Director Kyras indicated the mall manager and one of the owners. She indicated that the mall's preferred location was on the west side of the mall and would create the need for more buses on three routes, having a substantial cost impact. Director Kyras indicated that staff will present a report on this issue at the June board meeting. Trustee Haila indicated that board members could help support staff in these discussions and Trustee Madden advised getting the Chamber of Commerce support as well.

Mr. Wittmann then briefly summarized the list of additional services that could be added to the approved plan to enhance service in Ames. He indicated these services were divided into two categories: highest priority and long term service recommendations. Highest priority improvements included longer service hours and more frequent service on routes contained in the plan, route modifications to meet more service demands. Other longer term modifications included route and frequency changes, as well as modifications to the current fare structure (i.e. rolling the fare back to \$1).

Director Kyras said that this is the last analysis to be completed by the consultant and that a final report would be provided at the end of June, with CyRide staff then beginning the implementation stage of the project.

Trustee Schainker shared his thoughts on the list of service improvements, indicating that he would like to see a circulator route between Campustown, downtown and the mall to help alleviate parking issues for events in town. Mr. Wittmann said this was not included on the list based on current ridership and information received on desired services. A discussion of this route proposal versus existing services was held. Trustee Schainker recommended adding this route as an option in the final list of service improvements. There was concurrence by other board members.

Iowa State University Senior Vice President Gregory asked if the board had established guiding principles for transit services, such as balancing service needs with financial constraints and expectations for growth. Trustee Schainker shared his thoughts that it was the community's role to determine if they desired to fund differing levels of transit service. He also indicated that the Land Use Policy Plan, to be updated in the next several years, provided a framework and impact on where transit services would be needed. Director Kyras indicated that the board could direct staff to develop high-level transit corridors for submission to the city for discussion with this planning process to help guide and coordinate transit services with land use policy.

President Haila shared his thoughts that this was a comprehensive plan and a great opportunity to have input on where/how the city would grow and to coordinate transit services with this growth.

The transit board asked Mr. Wittmann what the final deliverable report would entail. Mr. Wittmann said the report ties together the various elements: market assessment, strengths and weaknesses, public outreach, preliminary and final recommendations, and list of long range recommendations with cost estimates. The final report will be placed on CyRide's website after staff has had an opportunity to review the report and make any corrections.

Trustee Madden thanked Mr. Wittmann for leading the transit board and CyRide staff through this process and said this is one of the better plans he has seen from a consultant.

Set Meeting Times and Place:

- June 28, 2017, 10:00 AM
- August 24, 2017, 8:00 AM

Adjourn: Board of Trustees was in agreement to adjourn at 10:18 am. Motion carried.

John Haila, President

Joanne Van Dyke, Recording Secretary

CITY OF AMES, Iowa

MEMO TO: Ames Transit Board of Trustees

FROM: Sheri Kyras

DATE: June 28, 2017

SUBJECT: Transit Board Elections

INFORMATION: In May or June of each year, the Transit Board of Trustees elects new officers as required by the Ames Municipal Code, Chapter 26A for the positions of President and Vice-President. The current President is John Haila and the Vice President is Steven Valentino.

In addition, the Transit Board elects a representative to the Ames Area Metropolitan Planning Organization (AAMPO). Cole Staudt represented the board this past year; however, this position is currently vacant due to his graduation and term expiring.

Trustee Haila has indicated an interest in continuing as President; Trustee Valentino has indicated an interest in continuing as Vice-President.

Nominations may be taken from the floor for these positions as well.

CITY OF AMES, Iowa

MEMO TO: Ames Transit Board of Trustees

FROM: Sheri Kyras

DATE: June 28, 2017

SUBJECT: Maintenance Equipment Purchase – Portable Bus Hoists

BACKGROUND: CyRide’s Capital Improvements Program contains a larger maintenance equipment purchase during the 2016-2017 budget year, using local funding as follows:

- **Portable Bus Hoists (\$90,000)**

These portable hoists augment the in-ground lifts. Maintenance staff uses two sets of four mobile column lifts to maintain buses. The lifts slide under vehicle wheels and allow the vehicle to be lifted so that repairs can be performed. The lifts currently in use were manufactured in the late 1970’s, purchased used from another transit agency, and are long past their useful life.

CyRide staff has researched the above equipment and released bids for their purchase.

Purchase of this equipment will not require City Council approval as Chapter 26A of the City Code requires only capital public improvement projects, real property or installment contracts be reviewed by the Council; however, the Transit Board of Trustees has requested purchases over \$50,000 be approval by this governing body prior to its purchase.

INFORMATION: The following describes the results of the bid process.

Eight bids were received for the portable hoists as indicated on the attached bid form. The lowest bid, which matched the desired specifications, is from Midwest Lift Works LLC of Jordan, Minnesota. The three lower bids were determined to be **non-responsive** for the following reasons:

- **Technology International, Inc.** – Specification requires a wireless, battery-powered lift, this bid/lift is not wireless and requires AC voltage
- **SLEC, Inc.** – Specification requires a wireless, battery-powered lift, this bid/lift is not wireless and requires AC voltage

- **Nichol Marketing Group Inc.** – Did not meet specifications requirements for height increments of lifting carriage or warranty

Therefore, Midwest Lift Works LLC is the lowest, **responsive bidder** at \$69,290 and is below the budgeted amount of \$90,000 reflected in the City’s Capital Improvements Program and CyRide’s capital budget. This company also has one of the quicker delivery timeframes.

ALTERNATIVES:

1. Approve the purchase of two sets of four mobile column lifts at a total cost \$69,290 to Midwest Lift Works LLC of Jordan, MN.
2. Reject Alternative #1 and direct staff to modify the procurement to reflect the Transit Board of Trustees priorities.

RECOMMENDATION:

The Transit Director recommends approval of Alternative #1 to award the bid to Midwest Lift Works LLC. Purchase of this equipment will allow CyRide to sufficiently maintain CyRide’s bus fleet, meet federal requirements for asset management and provide a reliable service to the public. The bid is also lower than budgeted so CyRide has sufficient funds to purchase the equipment.

CITY OF AMES, IOWA			
Mike Adair, Procurement Specialist II Ph: 515-239-5125 Fax: 515-239-5325	2 EACH: [Sets of Four (4)] Wireless Mobile Column Lifting Systems	TOTAL COST	Delivery Time
Bid No. 2017-190			
BIDDERS			
Technology International, Inc.	\$27,239.50	\$54,479.00	14-16 Weeks
SLEC, Inc.	\$28,870.00	\$57,740.00	
Nichol Marketing Group Inc.	\$34,500.00	\$69,000.00	30 Days
Midwest Lift Works LLC	\$34,645.00	\$69,290.00	4-6 Weeks
Seneca Companies	\$34,871.80	\$69,743.60	30 Days
Advance Stores Co., Inc.	\$37,202.38	\$74,404.76	4-5 Weeks
Gray Manufacturing Co., Inc.	\$37,379.00	\$74,758.00	30 Days
DeVries Equipment	\$49,891.25	\$99,782.50	16 Weeks

CITY OF AMES, Iowa

MEMO TO: Ames Transit Board of Trustees

FROM: Sheri Kyras

DATE: June 28, 2017

SUBJECT: Ames Intermodal Facility Ames Police Department Tenant Lease

BACKGROUND: CyRide completed construction of the Ames Intermodal Facility in July 2012. At that time it entered into an agreement with the Ames Police Department for shared-use space of the facility's management office with Iowa State University's Parking Division. The Parking Division manages the facility. The Ames Police Department agreement was a no cost lease, which has expired.

The Ames Intermodal Facility is owned by the City of Ames d/b/a Ames Transit Agency (CyRide) through award of a federal grant, with oversight by the Transit Board of Trustees. The two permanent board members (City Manager and Vice-President of ISU) ensure that the facility is operating as originally designed.

INFORMATION: Occupancy of the management office by the Ames Police Department has strengthened security at the facility and minimized vandalism. Additionally, shared use of the management office with the Parking Division and Iowa State University has worked well for both parties. Therefore, no changes to the previous agreement have been recommended by either CyRide or the Police Department, with the exception of the length of the agreement and contract date. There is a desire to enter into a five-year lease for occupancy of the Ames Police Department at this facility to reflect the success of this arrangement. The previous agreement was for one-year, plus the option of two additional one-year extensions. The attached lease reflects the current terms in black and the proposed changes in red and has been reviewed and approved by the City's Legal Department.

ALTERNATIVES:

1. Approve a five-year, no cost contract between the Ames Transit Agency and City of Ames Police Department for shared use of the Ames Intermodal Facility management office.

2. Approve a one-year, plus two, one-year extensions contract between the Ames Transit Agency and City of Ames Police Department for shared use of the Ames Intermodal Facility management office at no cost.
3. Approve a contract with contract terms as defined by the Transit Board of Trustees.
4. Do not approve a contract between the Ames Transit Agency and City of Ames Police Department for shared use of the Ames Intermodal Facility management office.

RECOMMENDATION:

The Transit Director recommends approval of Alternative #1 to approve a five-year, no cost contract between CyRide and the Police Department. This contract allows for enhanced safety at the facility and lower vandalism of the building. Additionally, both inhabitants of the management office are satisfied with the arrangement.

Ames Intermodal Facility License Agreement for Incidental Use of Premises By the Ames Police Department

Witnesseth

Whereas,

1. BASIC PROVISIONS

1.1 Parties: This license agreement dated _____, 2017, is made by and between the City of Ames, Iowa, d/b/a Ames Transit (hereinafter referred to as "Licensor") and the City of Ames, Iowa, d/b/a Ames Police Department (hereinafter referred to as "Licensee") (collectively the "Parties" or individually a "Party") for the property located at 129 Hayward Avenue (hereinafter referred to as "Intermodal Facility").

1.2 Premises:

(a) Common Areas: Licensor shall make available for the common use of Licensee up to 50% of certain real property consisting of approximately 548 square feet of floor space in the Management office area, including all improvements therein, and more particularly described on Exhibit "A-1" (hereinafter referred to as "Premises"). This office area will be shared with the management firm overseeing daily operations of the facility and will coordinate with its representative.

Licensor shall also make available for the common use of the Licensee and tenants of Licensor certain real property consisting of approximately 705 square feet of lobby area adjacent to Licensee's office, 1,042 square feet of floor space in the central entry vestibule/men's and women's restrooms/shower area, and approximately 1,000 square feet of Bus Lane, including all improvements therein or to be provided by Licensor under the terms of this License Agreement, and more particularly illustrated in Exhibit "A-2" (herein referred to as "Common Areas").

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

129 Hayward Avenue, Suite 102
Ames, Iowa 50014

(c) Hours of Operation: Premises and common areas will be available for use by the Licensee seven (7) days a week, typically between the hours of 3:30 p.m. and 5:00 a.m., with accommodations made for incidental use of the space at other times. Licensee will have a representative on site during times when the Premises are utilized by Licensee.

1.3 Term: The term of this License Agreement commences on July 15, 2017 (hereinafter referred to as "Commencement Date") and ends June 30, 2022 (hereinafter referred to as "Expiration Date") ~~with options to renew for up to two (2) additional one-year terms at the expiration of this License Agreement upon mutual consent of both parties. (See paragraph 3 for further provisions.) If Licensee requests an option to renew, then the parties agree to meet no later than six months before the end of said License Agreement commencement/option period and to negotiate in good faith further~~

~~extensions of this License Agreement.~~ Any License Agreement must be approved by the Federal Transit Administration prior to execution of an extension of the agreement. Notwithstanding any term or condition to the contrary, Licensor reserves the right to terminate and revoke this License Agreement, without cause, by providing written notice of termination to Licensee.

1.4 License:

a) Security Services: Licensee shall have license to occupy and utilize Premises for police substation functions and in exchange will provide security services for the Ames Intermodal Facility during the evening/early morning hours. Security services for the facility will include, but not be limited to:

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

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

1.6 Parking Spaces: Included in the license for use of the Premises is use of the bus lane west of the bus bays. This space will be identified in writing by the Representative annually and will be subject to change upon written notification by the Representative.

2. PREMISES

2.1 License for Use of Premises: Licensor hereby licenses to Licensee the incidental use of Premises, for the term, under the conditions set forth in this License Agreement. Unless otherwise provided herein, any statement of square footage set forth in this License Agreement is an approximation which Licensor and Licensee agree is reasonable and the agreement based thereon is not subject to whether or not the actual footage is more or less.

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

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

3. TERM

3.1 Term: The Commencement Date, Expiration Date and Original Term of this License Agreement are as specified in paragraph 1.3.

~~3.2 Extension: If the License Agreement is still in force and effect, Licensee shall have annual options to request extensions for additional terms of one (1) year provided Licensee is not, at the date of the request, in default hereunder of such a nature as would allow Licensor to terminate the License Agreement, and further provided Licensee has given written notice of the request to Licensor not less than six (6) months prior to the expiration of the then current Term (original or extended). If said requests for extension are made by Licensee and agreed to by Licensor in writing, the Term of this License Agreement shall be extended for the additional term, without requirement of any further instrument, upon all of the same terms, provisions and conditions set forth in the License Agreement.~~

~~In the event the aforesaid extensions are requested and granted, all references in the License Agreement to the term shall be construed to refer to the Original Term, as extended, whether or not specific reference thereto is made in the License Agreement.~~

4. USE

4.1 Use: Licensee shall use and occupy the Premises only for the purposes set forth in paragraph 1.5 or any other use which is incidental thereto including, but not limited to, the supplying of services customarily provided to ensure public safety. Licensee shall not use or permit the use of the Premises in a manner that creates waste or a nuisance. Licensor acknowledges that Licensee's proposed use of the premises for its public policing operations does not constitute a nuisance.

4.2 Hazardous Substances:

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

affecting the Premises, or the regulations adopted in publication promulgated pursuant to any of such laws and ordinances.

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

5. MAINTENANCE AND REPAIRS; IMPROVEMENTS, ADDITIONS & ALTERATIONS

Licensee shall maintain the Premises in a clean and orderly condition. Licensee shall, at Licensee's sole cost and expense, repair any and all damage done to the Premises or Common Areas or the Licensor's adjoining premises by Licensee's employees, agents, contractors, business invitees, customers and patrons. Licensor shall maintain and promptly make all common area and exterior repairs (including landscaping, snow removal and common area maintenance), all repairs, replacements or retro-fitting of a permanent character (including, but not limited to, components in the air conditioning, boiler and heating systems, HVAC systems, sprinkler systems, gas lines, electrical and plumbing fixtures and hot water systems, including heaters), and all floors and floor surfaces, driveways, parking lots, bus docks, wall, roof (including water tightness), foundation, footings, Building Systems (as herein defined) and structural repairs, support systems, strengthening, alternations, reconstructions or additions necessitated by reason of lapse of time, weakness or decay, insect infestation or damage to or destruction of the Premises, or to any part thereof, or which may, at any time, be required by any governmental or public authority, except for any damage caused solely by Licensee's negligence. The "Building Systems" shall be construed as the building utility elements essential for Licensee's use and occupancy of the Premises including, but not limited to, such systems as are not readily accessible to Licensee, such as underground water, sewer, electric and other utility lines and all trash removal related to the Premises. Licensee shall surrender the Premises in as good order, repair and condition as the same were at the commencement of the Term, damage by fire and items covered by extended coverage, insurance, unavoidable casualty, reasonable wear and tear, alternations, improvements and additions made by Licensee and Licensor's failure to repair excepted.

6. NO ASSIGNMENT

Licensee shall not have the right to assign any rights under this License Agreement.

7. SEVERABILITY

The invalidity of any provision of this License Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this License Agreement.

8. NO PRIOR OR OTHER AGREEMENTS

This License Agreement contains all agreements between the parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective.

9. NOTICES

9.1 All notices required or permitted by the License Agreement shall be in writing and may be delivered in person (by hand or by messenger or courier service) or may be by certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by a nationally recognized overnight courier (next day delivery) and shall be deemed sufficiently given if served in a manner specified in this section 9. Timely delivery of notices as specified in this License Agreement to the individuals and addresses noted below shall constitute the Party's sufficient delivery of notice. Either Party may, by written notice to the other, specify a different address or individual for notice purposes. A copy of all notices required or permitted to be given to Licensor hereunder shall be concurrently transmitted to such party or parties at such addresses as Licensor may from time to time hereafter designate by written notice to Licensee.

Licensor	Representative	Licensee
Sheri Kyras	Mark Miller	Charles Cychosz
Transit Director	Program Manager I	Police Chief
Ames Transit Agency	Iowa State University	City of Ames
1700 University Blvd.	Room 27, Armory Bldg.	515 Clark
Ames, IA 50010	Ames, IA 50011	Ames, Iowa 50010

9.2 Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given twenty-four (24) hours after delivery of the same to the United States Postal Service or courier. If notice is received on a Sunday or legal holiday, it shall be deemed received on the next business day.

10. WAIVERS

No waiver by Licensor of the Default or Breach of any term, covenant or condition hereof by Licensee shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Licensee of the same or of any other term, covenant or condition hereof. Licensor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Licensor's consent to, or approval of, any subsequent or similar act by Licensee, or be construed as the basis of an estoppel to enforce the provision or provisions of this License Agreement requiring such consent. Regardless of Licensor's knowledge of a Default or Breach at the time of accepting rent, the acceptance of rent by Licensor shall not be a waiver of any preceding Default or Breach by Licensee of any provision hereof, other than the failure of Licensee to pay the particular rent so accepted. Any payment given Licensor by Licensee may be accepted by Licensor on account of monies or damages due Licensor, notwithstanding any qualifying statements or conditions made by Licensee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Licensor at or before the time of deposit of such payment.

11. SIGNS

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

12. AMENDMENTS

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

LICENSOR AND LICENSEE HAVE CAREFULLY READ AND REVIEWED THIS LICENSE AGREEMENT AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THE LICENSE AGREEMENT SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

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

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

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

Ann H. Campbell, Mayor

Ann H. Campbell, Mayor

Date: _____

Date: _____

Sheri Kyras, Transit Director
Ames Transit Agency (CyRide)

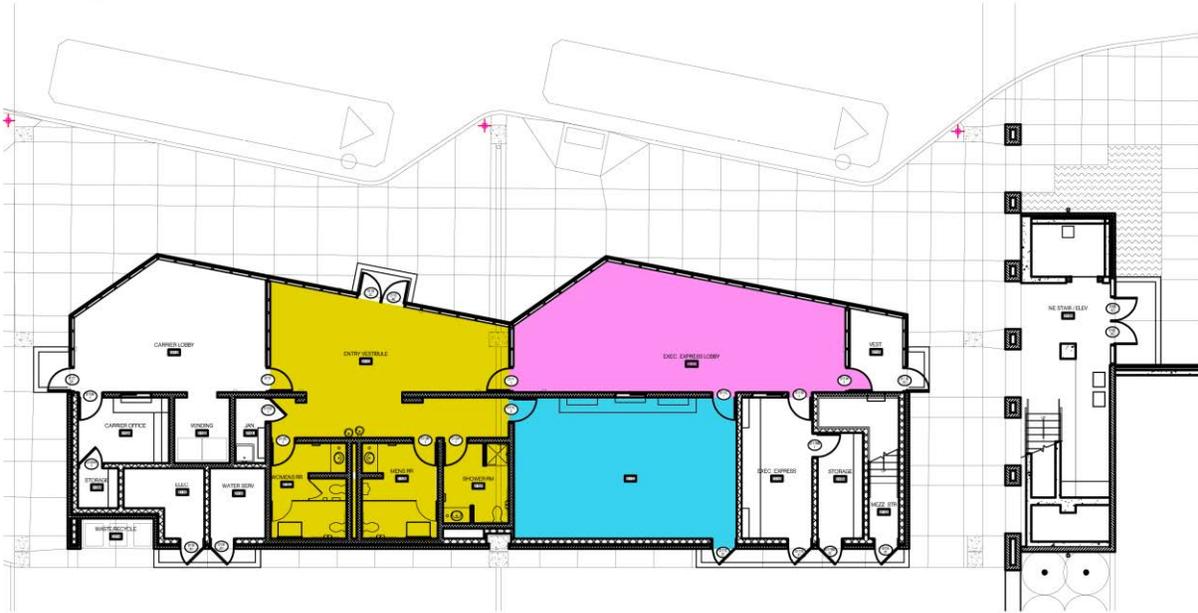
Charles Cychosz, Chief of Police
City of Ames

EXHIBIT A-1

Exhibit A-1

Key

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



TRANSIT TERMINAL - MAIN LEVEL PLAN

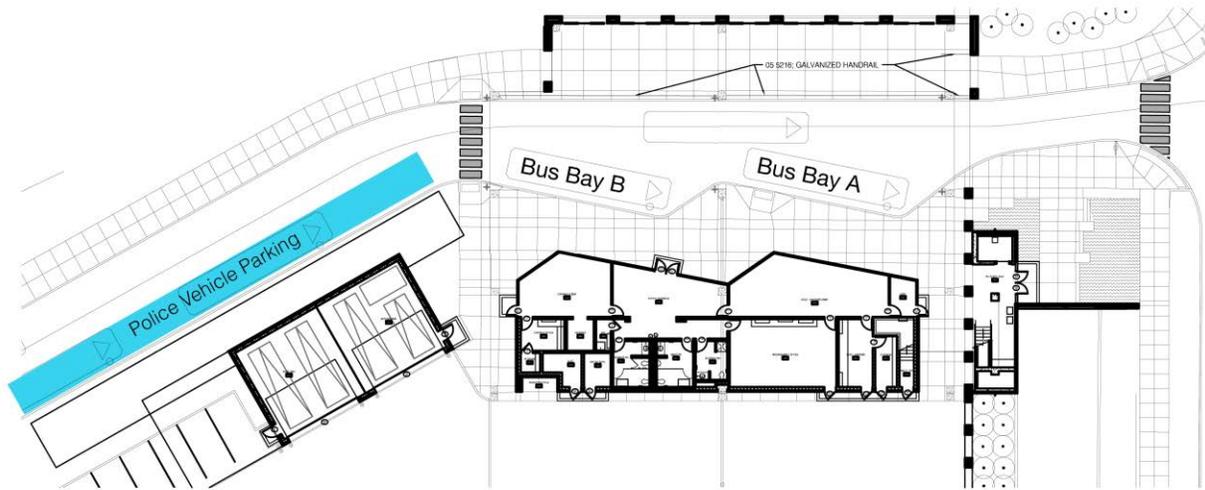
1/16" = 1'-0"

EXHIBIT A-2

Exhibit A-2

Key

Police Vehicle Parking



BUS GARAGE

1/32" = 1'-0"

CITY OF AMES, Iowa

MEMO TO: Ames Transit Board of Trustees
FROM: Sheri Kyras
DATE: June 28, 2017
SUBJECT: Operating Award and Contract – Cardinal Route

BACKGROUND: In April 2017, the Transit Board of Directors requested that staff prepare a multi-year bid for operation of service on CyRide’s Cardinal route during the 2017-2018 and 2018-2019 budget years, with three, one-year extensions possible. Board approval of this contracting opportunity was based on positive feedback from a rider survey, acknowledgement that fewer buses would be needed to operate service and recognition that the System Redesign project would require significant resources in the next several years to successfully implement service changes.

INFORMATION: At the Transit Board’s direction, CyRide prepared a bid for two, transit-style buses to operate eleven hours each weekday on the Cardinal Route. **CyRide received only one bid again this year from CIT Signature Transportation for a cost of \$1,705.00 per day for 2017-2018 and \$1,756.00 per day for 2018-2019 for approximately a 3% increase each year.** For comparison, CyRide’s estimated cost to provide this same service for the 2017-2018 school year would be as follows:

- **Fully Allocated Cost*** - \$1,958.00 per day
- **Direct Cost*** - \$1,141.68 per day

*Fully Allocated Costs include wages, benefits, consumables, overhead, and vehicle depreciation; whereas, direct costs include only wages, benefits and consumables, such as fuel/oils.

CIT’s hourly cost of this service would be \$77.50 and \$79.82, respectively, compared to CyRide’s fully allocated hourly rate of \$89.56 per hour for 2017-2018. Therefore, this cost has been determined to be a reasonable expense for the operation of this service. **Additionally, this contract will eliminate the need for an estimated six drivers and two buses this next year, both of which positively impact CyRide’s operation.**

It is anticipated that the total value of this contract for the 2017-2018 school year will be approximately \$272,800 and \$280,960 for the next year. CyRide’s contract with the private bus

operator will allow CyRide to terminate a contract for this service “at its convenience” or for “default” per Federal Transit Administration requirements. The contract can also be extended for up to three additional years at a cost of \$1,810 per day for year three, \$1,863 for year four and \$1,920 for year five.

The attached contract has been submitted to the Legal Department for review.

ALTERNATIVE:

1. Approve a contract with CIT Signature Transportation at \$1,705.00 per day for the 2017-2018 school year and \$1,756.00 for 2018-2019, contingent upon resolution of City of Ames Legal Department’s comments.
2. Do not approve a contract with CIT Signature Transportation for CyRide services and directly operate this service for the 2017-2018 and 2018-2019 school year.

RECOMMENDATION:

The Transit Director recommends approval of Alternative #1 to approve a contract with CIT Signature Transportation. This contract will help to reduce CyRide’s infrastructure and employee challenges for this next school year in a cost-effective manner. Any issues identified by the City’s Legal Department will be addressed to their satisfaction or if there is not a resolution, CyRide will be prepared to operate this service over the next year.

CyRide Fixed Route Service Contract #3 Purchase of Service Operating Contract

This contract is made at Ames, Iowa, as of June 28, 2017, by and between the City of Ames, d/b/a Ames Transit Agency (referred to as CyRide), and CIT Charters, Inc., (referred to as Contractor), on June 28, 2017, who agree as follows:

Section 1 (Purpose and Term)

The Contractor will provide bus service on Iowa State University School days, on regularly-scheduled CyRide trips, on its #21 Cardinal Route. This service would be for at least the 2017-2018 and 2018-2019 school years and could be extended, based on annual written approvals, through 2022/23. The first day of service will commence on the first day of school, August 21, 2017, and end the last scheduled day of school the following spring as described in Section 9 of this contract.

Section 2 (Vehicles)

The Contractor will provide a **transit type vehicle** that is wheelchair accessible and drivers to provide the service. Wheelchair lifts are to be cycled before the bus is placed in service each day to ensure that the equipment is in proper working order. Transit buses shall be 2000 or newer models. All vehicles will be maintained in a clean and safe condition.

Contractor's vehicles must comply with Iowa DOT vehicle signage requirements.

Section 3 (Equipment)

Under this agreement, the Contractor will operate vehicles that are equipped with the following:

- Portable or Two-way radio (supplied by CyRide)
 - Electronic Destination sign programmed with “#21 Cardinal Route to Campus”
 - Ride counter (supplied by CyRide)
 - NextBus vehicle location equipment (supplied by CyRide)
- Cost for installing equipment will be the Contractor's responsibility.

Section 4 (Drug and Alcohol Testing)

The Contractor will comply with Federal Transit Administration drug and alcohol testing regulations for bus operators. The Contractor will provide a copy of their Drug and Alcohol testing policy to CyRide. The Contractor will also supply a copy of their annual Drug and Alcohol MIS to CyRide no later than February 15th of each year. All employees will be tested at either McFarland Clinic or Mary Greeley Medical Center and comply with Drug and Alcohol checklist in Attachment B of the Request for Quotation.

Section 5 (Insurance)

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

Comprehensive General Liability

Commercial General Liability, occurrence form only with owner's and Contractor's protective
\$1,000,000 per occurrence
\$2,000,000 aggregate

Comprehensive Automobile Liability

Automobile Liability including hired and non-owned vehicles either rented, leased, or borrowed by Contractor or employees of Contractor. Contractual coverage not excluded.

\$5,000,000 per occurrence

\$5,000,000 per aggregate

Statutory Worker's Compensation as required by the State of Iowa.

The City of Ames D/B/A Ames Transit Agency (CyRide) shall be named as an additional insured on the CGL and Auto policy.

On or before the effective date and thereafter during the contract term, the Contractor shall provide CyRide with current certificates of insurance, executed by a duly authorized representative of each insurer, as evidence of all insurance policies required under this Section. No insurance policy may be canceled, materially revised or non-renewed without at least 90 days prior written notice to CyRide. Insurance must be maintained without lapse in coverage while the service agreement is in force. Insurance allowed to lapse without CyRide's consent shall be deemed an immediate default under a service contract.

Section 6 (Driver Qualifications)

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

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

Section 7 (Driver Training)

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

All drivers operating trips under this agreement will be required to be knowledgeable in CyRide routes, schedules, policies and procedures to provide quality customer service to CyRide riders. Therefore, each driver will be required to attend a driver meeting that consists of CyRide-directed topics to familiarize contract drivers with situations they will experience in daily operation of service under this agreement. This training will be conducted by the Contractor's staff, with assistance from CyRide's training staff and be documented, and submitted to CyRide, that all employees operating service under this contract has received this training prior to service being provided. Additionally, copies of the employee's education and training record will be provided to CyRide. In addition, the Contractor will be required to provide their drivers with refresher wheelchair training every two months, and individually with a driver if a complaint is received.

Contractor's drivers will be required to demonstrate good driving skills while operating service under this contract (maintain schedule, smooth braking, appropriate speed, etc.) to maintain a safe driving experience for the customer and, if it is determined by CyRide, through customer comments/supervisor observations, that this is not happening, CyRide may require different drivers operate the service.

Section 8 (Customer Complaints)

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

Section 9 (Service)

Contractor will operate service under this agreement on ISU school days only during the 2017-18 and 2018-19 school years (August 21, 2017 – May 4, 2018 and August 20, 2018 – May 3, 2019), which tentatively excludes the following days:

- Labor Day Holiday (September 4, 2017 and September 3, 2018)
- Thanksgiving Break (November 20-24, 2017, November 19-23, 2018)
- Winter Break (December 18, 2017 – January 5, 2018 and December 17, 2018 – January 4, 2019)
- Martin Luther King Jr. Holiday (January 15, 2018 and January 21, 2019)
- Spring Break (March 12-16, 2018 and March 13-17, 2019)
- If Iowa State University classes are cancelled

The tentative, Monday – Friday, #21 Cardinal Route schedule from ISU’s building #33 is:

Bus #1 (C1) – 7:10 am to 5:38 pm (26 trips)

Bus #2 (C2) – 7:26 am to 5:50 pm (27 trips)

The attached schedule details the specific schedule for each bus. The above assignment and schedule may be changed by CyRide with 12 hours written notice to the Contractor. Buses shall be at the starting point at least three minutes before the scheduled departure time and open to the general public without discrimination. No fares are required on this route.

Section 10 (Payment)

CyRide shall pay Contractor \$1,705 per day for 2017-2018 school days operated, \$1,756 per day for 2018-2019 schools days and per bid rates if the contract is extended beyond the first two years.

Section 11 (Reports)

Contractor’s drivers shall count passengers and record the number of passengers on each trip each day. The Contractor will submit the daily ridership reports once a week to CyRide and will also submit total miles operated in the service.

Additionally, completion of all activities included in the “Contractor Checklist” form (Included in Attachment B) will be completed, with documentation of this, evidenced by submitting a completed form to CyRide along with the annual Drug and Alcohol MIS Report.

CyRide will also have the right to complete an on-site audit(s) of Contractor’s files regarding its Drug and Alcohol program to ensure compliance with Federal Transit Administration regulations.

Section 12 (Federal Transit Administration Requirements)

The Contractor will comply with Federal Transit Administration regulations, which are attached in Appendix A of the attached Request for Quotation.

Section 13 (Entire Agreement)

This contract contains the entire agreement between CyRide and the Contractor. 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.

Section 14 (Amendments)

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

Section 15 (Assignability and Subcontracting)

- This contract is not assignable to any other party without the express written approval of CyRide
- No part of the transportation services described in this contract may be subcontracted by the Contractor without the express written approval of CyRide.

ADOPTED BY THE PARTIES AS WITNESSED AND DATED BELOW:

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

For CIT Charter, Inc.

John Haila, Ames Transit Agency, Transit
Board of Trustees President

John G. Grzywacz, President

Date:_____

Date:_____

CITY OF AMES, Iowa

MEMO TO: Ames Transit Board of Trustees
FROM: Sheri Kyras
DATE: June 28, 2017
SUBJECT: North Grand Mall Bus Stop Location

BACKGROUND: CyRide staff was contacted by the new owners of North Grand Mall regarding their desire to relocate CyRide's bus stop at the mall. On April 20, 2017, CyRide's Director and Assistant Director of Operations met with the Mall Manager and one of the owners regarding their plans for the mall renovation and desire for an alternate bus stop location. Mall renovations are anticipated to begin in the fall of 2017.

The mall is a layover stop (end of the route where drivers wait until their next trip is scheduled to begin) for four CyRide routes and has three to four buses at this stop at one time (currently approximately every 20 minutes).

Under the System Redesign Plan, service to this area of Ames does not change significantly. CyRide will still have four routes travel to, and layover at the mall (Red, Green, Brown and Blue/Peach), with one route frequency reduced from 20-minutes to a bus every 60-minutes (Blue Route, which will become the new Peach route).

INFORMATION: Preliminary discussions with mall representatives resulted in consideration of three new mall bus stop locations as briefly described below.

- **North Side of Mall** – North side of JC Penny's store. (This site was not considered after further discussion with mall representatives due to the mall's possible future plans for this area.)
- **Northwest Corner of Mall Parking Lot** – Northwest corner of the mall parking lot, near the corner of 30th St. and Ferndale Ave.
- **West Side of the Mall** – West side of the mall, near the mall entrance, south of JC Penney's.

The two remaining sites under consideration (described above) were then studied for the following characteristics:

- Operational Service/Cost Impacts
- # of Buses Required
- Identification of Infrastructure Improvements Needed

A map of these sites, as well as the current bus stop is attached in the maps entitled “Existing Service to North Grand Mall” and “New Bus Stop Options at North Grand Mall.”

Northwest Corner of Mall Parking Lot

This site was offered by CyRide staff to minimize the additional route length and time needed to operate service from the mall. There is an existing, lightly-used entrance along Ferndale Avenue near the intersection with 30th Street where buses could enter and then exit the current mall entrance on 30th Street.

Operational Service/Cost Impacts: This option would accommodate current and the new System Redesign schedules without additional expenses being incurred.

of Buses Required: No additional buses would be required.

Identification of Infrastructure Improvements Needed: There are three infrastructure impacts at this site. First, the route extension operates further west on 30th Street and approximately 160’ on Ferndale Avenue. In discussions with the City Traffic Engineer, 30th Street is designed to withstand the weight of buses, however, Ferndale Avenue is not. This site option travels a shorter distance on Ferndale compared with the second option - West Side of the Mall. It is also undetermined at this time if the parking lot would be able to accommodate the weight of the buses.

Second, as the bus stop location on this option is in the middle of the parking lot, some type of passenger waiting area would need to be constructed so that customers know where to wait for the bus and for safety purposes.

Third, parking spaces would be used for the bus stop area in the parking lot, thereby reducing the total number of parking spaces available for customers.

West Side of the Mall

This site was offered by the mall representatives as their preferred bus stop location. CyRide’s four routes (Red, Green, Brown and Blue/Peach) would need to travel on Ferndale Avenue either from the north or south, depending on the route, and enter the mall near 26th St. with the bus stop at the mall’s west side entrance, south of JC Penney’s.

Operational Service/Cost Impacts: This option would have no impact on the Green route; however, the travel time on the Red, Brown and Blue/Peach routes would increase and the current and System Redesign schedules could not accommodate the additional 3-5 minutes needed on these routes to accommodate this change with no financial impact. ***It is estimated that additional buses would be needed to maintain the current/proposed schedule with an additional operating cost of approximately \$477,000.***

of Buses Required: Three additional buses would be needed to implement service to the west side of the mall via the routes described above. With CyRide's spare ratio near 20%, (percent of buses in excess of the maximum number of buses needed for service each day) this increase could be accommodated without additional operational or financial capital impacts.

Identification of Infrastructure Improvements Needed: Buses would operate the entire length of Ferndale Ave. from 24th to 30th Streets. As the road was not constructed to withstand the weight of the buses; therefore, the street would deteriorate faster and need to be replaced sooner.

Staff is seeking direction on discussions with the mall representatives as both options present challenges for either CyRide or the mall.

CITY OF AMES, Iowa

MEMO TO: Ames Transit Board of Trustees

FROM: Sheri Kyras

DATE: June 28, 2017

SUBJECT: New Gold Route Turnaround at Welch Ave./Storm St. Funding

BACKGROUND: The Transit Board approved constructing a turnaround just south of Storm Street at Welch Ave. on Iowa State University land as a bus turnaround for the new Gold Route, which was approved by the Transit Board of Trustees as part of the System Redesign Plan on April 13, 2017 (See bus turnaround options, with Option 1 being approved). With this approval, the following steps must be completed to allow for construction of this infrastructure.

- Final cost estimate developed
- Determine how/who will fund the infrastructure cost
- Design the turnaround
- Bid the turnaround
- Construct the turnaround

The new Gold Route is currently scheduled to begin service on August 14, 2018 utilizing this new turnaround (one week prior to the start of the fall semester); therefore, the turnaround must be completed no later than this date. The proposed schedule for its completion is as follows:

- **Summer 2017** – Develop funding plan
- **Fall 2017** – Design the turnaround
- **Winter 2017/2018** – Bid the project
- **Spring/Summer 2018** – Construct the turnaround, with final completion by August 1, 2018, if possible to allow drivers to train on the new route

INFORMATION: Over the past month, CyRide staff has worked with ISU Facilities Planning and Management staff to develop a final cost estimate for the project, which included design, construction and minimal landscaping costs. This final cost estimate is attached, totaling \$185,000. Preliminary discussions regarding possible cost-sharing of this project were held with board members representing the City and Iowa State University, with the following cost-sharing proposed:

CyRide Closing Balance (50%)	\$92,500
City of Ames (16.67%)	\$30,833
Iowa State University (16.67%)	\$30,833
Student Government (16.67%)	<u>\$30,833</u>
TOTAL	\$185,000

The above cost-sharing is based on the following premises:

CyRide Share - The board adopted a closing balance goal of 7-10% of operating expenses. The 2016-2017 operating expenses are budgeted to be \$10,045,226, which would require a \$703,166 to \$1,045,226 balance as described below. **CyRide’s anticipated 2016-2017 closing balance on June 30, 2017 is anticipated to be approximately \$1,330,226.** The magnitude of the closing balance is due mainly to lower fuel costs for the year (2016-2017 fuel costs were budgeted at \$3.00 per gallon and through mid-May have averaged \$1.64 per gallon).

7% Balance Needed for 2017-2018 Budget Uncommitted Closing Balance funds	\$703,166 \$627,060
8% Balance Needed for 2017-2018 Budget Uncommitted Closing Balance funds	\$803,618 \$526,608
9% Balance Needed for 2017-2018 Budget Uncommitted Closing Balance funds	\$904,070 \$426,156
10% Balance Needed for 2017-2018 Budget Uncommitted Closing Balance Funds	\$1,045,226 \$285,000

The uncommitted closing balance could be used for:

- Towers Turnaround Project
- Facility Grant Local Match – Facility needs, site planning to be completed in next 12 months
- New Bus Grant Local Match – Additional State funding anticipated within next 12 months

As a result of the uncommitted closing balance funds, particularly at the 10% level of \$285,000, CyRide staff believes that 50% of the turnaround cost could be committed to this project and still have an uncommitted balance that could further other CyRide infrastructure needs, such as local funding for a larger federal/state grant to expand the existing facility/construct a second facility (CyRide will need approximately \$1.2 million and currently has \$750,000 budgeted toward a total \$6 million dollar facility project), or for local funds that could be used to secure new buses CyRide anticipates through the state funding allocation process this next year.

Iowa State University, City of Ames/Student Government Share – The proposal requires 50% of the funding to be shared between the three funding partners in a one-time infrastructure improvement to CyRide’s system. The Student Government’s share could be secured from CyRide’s Trust Fund balance (see attached chart detailing the current and anticipated balances). Funding approvals from each of three parties would need to be secured by August/September 2017 to proceed to design of the turnaround this fall.

ALTERNATIVES:

1. Approve \$92,500 from the 2016-2017 Operating Closing Balance be committed to construction of a turnaround at the intersection of Storm/Welch and request \$30,833 as a one-time cost from Iowa State University, the City of Ames and from the Student Government’s CyRide Trust Fund.
2. Approve a board-directed dollar amount be committed from the 2016-2017 Closing Balance for the construction of a turnaround at the intersection of Storm/Welch.
3. Do not commit CyRide funds toward the construction of a bus turnaround at the intersection of Storm/Welch.

RECOMMENDATION:

The Transit Director recommends approval of Alternative #1 to approve \$92,500 from the closing balance for design/construction of a bus turnaround to support the new Gold Route service. Construction of this infrastructure will allow for this route to be feasible and will improve CyRide’s service delivery while reducing neighborhood impacts of bus service in this area of Ames.

CyRide Redesign Towers Turn-Around Alternatives



Project Budget Estimate (Detailed)

Estimate Date: Jun-17
 Construction Start: May-18
 Construction End: Jul-18
 Construction Bid = \$110,000
 Total Construction Cost= \$142,700
 Project Cost = \$185,000

Project Type = Exterior

Cost Adjusted for Inflation to Mid-Point of Construction Period *

Construction Costs

Contracts	126,500	
<i>(Construction by Outside Contractor(s))</i>		
FP&M Services	5,500	
<i>(Site grading & seeding, signage, pavement markings)</i>		
Other University Services	3,000	
<i>(Amended soils)</i>		
Miscellaneous Purchases	500	
<i>(Allowance for utility locate wire)</i>		
Landscaping	2,200	
<i>(Purchase and installation of plant material)</i>		
Utilities	5,000	
<i>(Allowance for Utility locates, site lighting fixtures)</i>		
Total Construction Cost		\$142,700

Professional Fees

Consultant Agreements	19,800	
<i>(A/E Agreement, Land Survey & Construction Testing)</i>		
FP&M Design Services	2,000	
FP&M Utility Design	2,000	
FP&M Project Management	8,810	
<i>(Project Management and Const Management Fees)</i>		
Miscellaneous	2,500	
<i>(Advertising, printing & distribution of bid documents, builder's risk premiums)</i>		
Total Planning, Design & Management		\$35,110

Project Contingencies (Non-Const Contract Items)

Project Contingency (Non-Const Contract Items)	7,190	
Total Contingency (Non-Const Contract Items)		\$7,190

TOTAL PROJECT COSTS **\$185,000**

Source of Funds

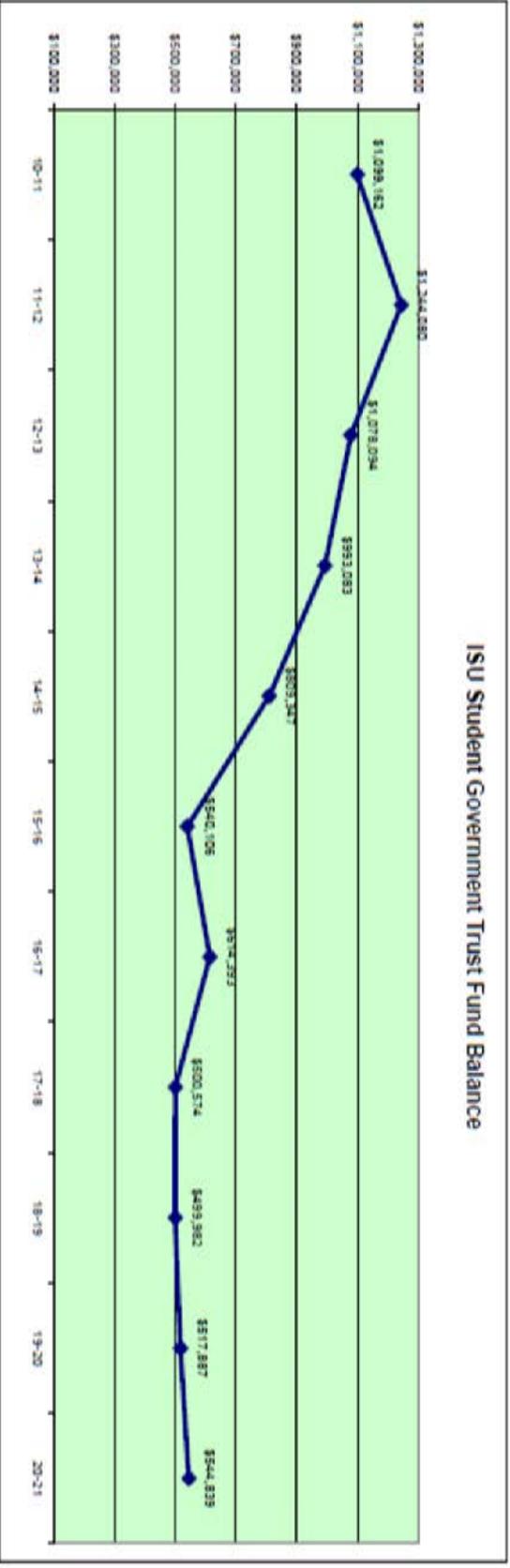
(Insert Fund Name)	\$185,000
(Insert Fund Name)	\$0
Total Funds	\$185,000

ISU Student Fees and Trust Fund Summary

CAPITAL & OPERATIONS	Actual	Actual	Actual	Actual	Actual	Actual	Projected	Projected	Projected	Projected	Projected	Projected
Budgeted Revenue	\$3,008,413	\$3,204,263	\$3,499,053	\$3,726,491	\$4,169,944	\$4,746,157	\$4,997,703	\$5,242,591	\$5,504,721	\$5,779,957	\$6,068,954	\$6,090,906
Actual Revenue	\$3,432,423	\$3,339,076	\$3,639,853	\$3,892,893	\$4,161,666	\$4,467,157	\$4,983,932	\$5,128,893	\$5,489,129	\$5,792,862	\$6,090,906	\$6,090,906
Surplus/(Deficit)	\$424,010	\$134,813	\$140,800	\$166,401	(\$8,278)	(\$278,480)	(\$13,771)	(\$113,898)	(\$5,592)	\$5,000	\$5,000	\$5,000

TRUST FUND	Operating Balance	Interest	Payments	Transfers In (Out)	Ending Balance	% of Budgeted Revenue
Operating Balance	\$667,188	\$1,099,162	\$1,244,080	\$1,078,094	\$993,083	\$809,347
Interest	\$7,964	\$10,105	(\$1,064)	\$9,758	\$6,712	\$9,239
Payments			Next Bus (\$228,159)	ICAAP (\$96,170)		
Transfers In (Out)	\$424,010	\$124,813	\$140,800	\$166,401	(\$8,278)	(\$278,480)
Ending Balance	\$1,099,162	\$1,244,080	\$1,078,094	\$993,083	\$809,347	\$540,106
% of Budgeted Revenue	36.5%	38.8%	28.3%	24.9%	19.9%	11.4%

ISU Student Government Trust Fund Balance	Increase	Total Fees	Increase %	Student Semester FTES	Official Enrollment
Increase	\$0.00	\$62.61	0.0%	54,822	28,685
Total Fees	\$62.61	\$62.61	0.0%	53,331	29,887
Increase %	0.0%	0.0%	0.0%	58,135	31,040
Student Semester FTES	54,822	53,331	58,135	62,177	64,914
Official Enrollment	28,685	29,887	31,040	33,241	34,732



Transit Director's Report

June 2017

1. Consideration of ISU Research Associate WiFi Project

Research Associate Hongwei Zhang has approached CyRide, along with other ISU and City departments, to be a partner in his research project called AmesNet, for which he is seeking grant funding. The attached summary of the project briefly describes his project. In brief discussions with Mr. Zhang, he indicated that he would like to place devices on CyRide buses that will allow WiFi to be accessed on the buses and be part of the Ames WiFi network proposed as part of the project, as well as the installation of possibly cameras. He provided the following details regarding his proposal on the buses:

- Buses would be equipped with radio devices for the wireless connection
- Cameras could be installed on the buses (or possibly utilize existing cameras)
- Equipment would be installed in summer 2018 for up to five years under the project and he indicated a desire to continue the project past the grant period
- At the end of the grant, funds would be sought to continue the project, including possible consideration of CyRide funding.

Mr. Zhang's grant was due on June 1, 2017 and CyRide was recently notified that the application was accepted for final consideration, with proposals due July 31, 2017. Based on discussions with staff, language in the original grant request indicated that CyRide has been contacted and was considering whether to be part of the project. A letter of commitment from the project's participants in this second stage of the application process would strengthen the grant request.

Potential challenges for CyRide with this project include the downtime needed to install and maintain the equipment on CyRide's entire fleet and maintenance staff's time that would be taken away from CyRide projects to assist with this project during the duration of the grant; however, the project could provide greater benefits for the community. Therefore, staff is seeking board direction in being a participant in this longer-term project, if a grant is awarded to Ames.

2. Iowa Public Transit Association Meeting/Bus Rodeo Results

The Iowa Public Transit Association's annual meeting and bus rodeo was held in Des Moines in early June. The association recognized Dave Happe as CyRide's Driver of the Year, with an outstanding performance record and recognition by his peers.

CyRide was also honored at the meeting by the Federal Transit Administration's Region VII Office for the "Highest Ridership of 6,785,479 riders and the Highest Increase in Ridership of 64,880 Rides Among Public Transit Systems in Iowa from 2015-2016."

The bus roдео was held on Saturday, June 3rd with the following results for CyRide drivers.

Large Bus Division

Kevin Gries – 1st Place

Paul Klimesh – 2nd Place

Small Bus Division

Nathan Shimanek – 1st Place

Jason Bollman – 6th Place

These results demonstrate the skills and talent CyRide drivers possess in operating service in Ames every day.



Nathan will represent the State and CyRide at the Community Transportation Association of America (CTAA) bus competition at a "yet-to-be-determined location" in June 2018.

In winning the large bus division, Kevin will compete next on behalf of CyRide and the State in Tampa, Florida in early May 2018 at the American Public Transit Association's (APTA) convention. Also, Kevin just recently returned from the APTA convention in Reno, Nevada, after winning this competition at the state last year, and placed 19th nationally out of 61 contestants at this bus competition.

3. System Redesign Implementation Activities/Schedule

CyRide staff has begun developing plans to implement the System Redesign Plan approved by the Transit Board on April 13, 2017. The first step is to identify the activities to be accomplished and then the specific tasks within the activity to be completed. The activities and timeline are currently being developed and will be shared with the Transit Board at a future meeting.

One area that staff has identified a need for outside assistance is in the development of educational materials for its customers on the new routes and schedule changes. CyRide does not have marketing and graphics expertise to adequately develop materials to aid customers in understanding the changes and how they impact their CyRide service. Therefore, it is staff's recommendation that it procure an outside marketing firm to assist staff in completing these activities. It is estimated that \$25,000 would be needed to design and print materials for the public. Initial thoughts on these materials include:

- **Hangtags for the buses** (information piece with description of changes and implementation date hanging from bus stanchions for customers to take)
- **Apartment Complex Information**
- **June Orientation Information**
- **Interior Bus Signs**
- **Exterior Bus Signs**

With \$100,000 more in advertising revenue than budgeted for 2017-2018 (\$150,000 budgeted, \$250,000 guaranteed in new contract), CyRide proposes to fund this project with the additional revenue generated by this activity. A procurement could be completed over the summer to select a marketing firm, with the design of the materials completed during the fall semester and then begin distributing materials in the spring of 2018. Staff is seeking concurrence with this approach and funding commitment.

4. Fleet Insurance

CyRide secures its facility and vehicle property insurance through the City of Ames, who periodically searches the market for the best price/coverage of all city assets. In 2013, CyRide worked with the City's Risk Manager to change its vehicle insurance to include coverage as follows:

- **Vehicles parked in the facility at night:**
 - Buses under 12 years – repair or replacement cost
 - Buses over 12 years – repair or depreciated/market value cost
- **Vehicles parked outside the facility at night, but on CyRide property:** \$5 million in coverage is provided (CyRide parks its older buses outside so this exceeds the value of the buses stored outside)

In renewing policies this year in preparation for the 2017-2018 budget year, the City has determined that this is in fact not the coverage currently in place under its current carrier, Chubb Group, with all buses parked in the facility covered at depreciation/market value regardless of age. The concern, and reason for desiring newer buses to be at replacement cost, is that the Federal Transit Administration requires transit systems to keep buses for at least 12 years, as a result, typically buses under 12 year of age are not available to replace a bus that is beyond repair.

Through negotiations, the City has been able to insure buses less than 12 years of age at the **original cost** of the bus, as opposed to **depreciated/market value or replacement**. This change reduces CyRide's potential out-of-pocket loss, if all vehicles were lost in a catastrophic event, to approximate \$600,000 as opposed to the current coverage at \$12 million. The cost for this change has been quoted at \$15,658 as opposed to the current cost of \$9,002 per year. Due to the short timeframe to continue coverage on July 1, 2017, staff has authorized this additional expense for the next budget year; however, it can be canceled and a policy from other carriers/different coverage may be able to be secured mid-year if board members desire a change.

CyRide staff will be working with city staff responsible for Risk Management to review all of its insurance coverage over the summer and fall and will provide a report to the board for consideration for the 2018-2019 budget year.

5. Lincoln Way Corridor Plan

The City of Ames has completed a planning study along the Lincoln Way Corridor to help guide decision-making and investment in the area for the next several years. The results of the plan recommends that Lincoln Way be narrowed to three lanes (see graphic to the right) between University Blvd. and S. Duff. There are several concerns CyRide staff has with this design as follows:



CONCEPTUAL CROSS SECTION

- The 11' lane width is not wide enough for buses to comfortably travel through this corridor. A minimum of 12' is needed and 13' is preferred. Highways lanes are 14' in width.
- CyRide has six bus stops in this section of the roadway (three on the north side of Lincoln Way and three on the south side). When buses stop to pick up passengers, it will create a bottle neck and potentially unsafe situation if cars become impatient and pass buses in the center lane.
- The added congestion in this section of Lincoln Way, due to the lane reduction from four to three lanes, could impact schedules on the Red and Yellow routes operating on Lincoln Way, possibly creating more buses to be added to these services to maintain schedules.
- Bus pullouts are not an option, as CyRide will not be able to maintain a schedule if it pulls buses out of traffic and then has to wait to safely re-enter traffic from a stopped position.
- The study identified that some of the Lincoln Way traffic could be diverted to S. 4th Street, which could create more traffic on a highly utilized bus route (Blue route), creating schedule issues and possibly a need in the future for additional buses to compensate for this impact.

Due to the importance of Lincoln Way to CyRide's overall system, staff is seeking board direction on communicating these concerns as decisions are being made at the City. City planning staff has been informed of these impacts.

Leading the Third Wave of Internet Evolution through AmesNet

(Draft not for re-distribution, please keep in confidence.)

As pioneer Internet entrepreneur Steve Case argued in his 2016 New York Times bestselling book “The Third Wave”, we are entering the era of Internet of Everything, and the innovation ecosystem is expected to become distributed and embedded into centers of excellence in industries such as public safety, agriculture, transportation, power grid, and manufacturing. Being a leader in the aforementioned industries, with Iowa State University (ISU) leading cutting-edge research in Internet of Things (IoT), and with a strong in-state financial industry, the State of Iowa and the greater Des Moines and Ames region have a strong potential to become a leader in the third wave of Internet evolution, i.e., the era of Internet of Everything. In this context, one exciting opportunity is the *Platform for Advanced Wireless Research (PAWR) program*¹ of the National Science Foundation, which intends to invest \$100 million to four university-city-industry partnerships to create at-scale infrastructures of next-generation wireless networking technologies and applications.

Towards establishing Iowa as a leader in the third wave of Internet evolution and addressing grand technological and societal challenges, we propose to establish *AmesNet*, a large-scale wireless networking infrastructure spanning the greater Des Moines, Ames, and Nevada region as shown in Figure 1. In addition to supporting research and education in wireless networking, AmesNet is expected to enable transformative applications in domains such as mixed-reality (MR), public safety, agriculture, transportation, power grid, and manufacturing. Therefore, AmesNet is expected to contribute to the innovation ecosystem and economy of the greater Des Moines, Ames, and Nevada region and the State of Iowa.

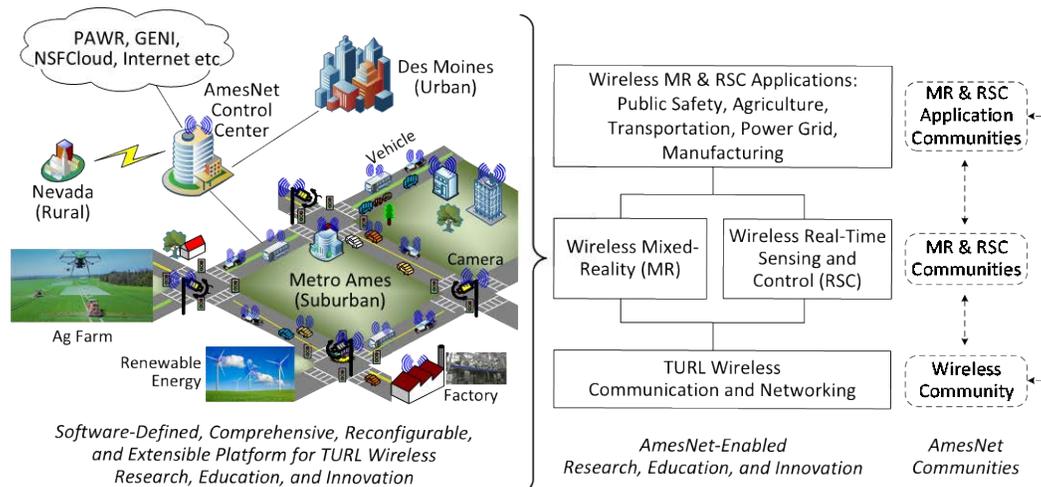


Figure 1: AmesNet Vision

(note: TURL Wireless stands for “trustworthy, ultra-high reliability, and ultra-low latency wireless”)

Example benefits of the AmesNet project include but are not limited to the following:

- IP and first-to-market advantages for companies pioneering mixed-reality (MR) and real-time-sensing-and-control (RSC) systems in public safety, agriculture, transportation, power grid, and manufacturing
- Millions of dollars of direct investment in the economy of the Des Moines, Ames, and Nevada region
- Recurring economic benefits from attached industry- and government-funded IoT research on AmesNet
- Potential for new job creation as AmesNet attracts “impact investment” funding for IoT startups and as AmesNet attracts wireless companies to locate or maintain a base of operations around the Des Moines, Ames, and Nevada region
- Opportunity to test and refine innovative approaches to city and community services utilizing wireless applications
- National visibility as a leader in wireless innovation and in the third wave of Internet evolution in general

AmesNet Contact:

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¹ NSF PAWR program: <https://www.advancedwireless.org/>

August

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21 ISU Classes Begin	22	23	24 Transit Board Meeting 8:00am	25	26
27	28	29	30	31	2017	