

AMES TRANSIT AGENCY BOARD OF TRUSTEES
CYRIDE CONFERENCE ROOM

June 28, 2018

1. CALL TO ORDER: 8:00 A.M.
2. Approval of May 29, 2018 Minutes
3. Public Comments
4. Election of AAMPO Representative
5. CyRide Interceptor Pit Upgrades 2016 Project Close Out
6. FY18 Federal Operating Grant
7. HIRTA Dial-A-Ride Contract
8. Target Bus Stop Agreement
9. Story County Hospital MOU Request
10. CyRide Assistant Mechanic Wage Proposal
11. Director's Report
12. Fall Meeting Dates/Times:
 - August 15, 2018, 8:00 AM
 - September 19, 2018, 8:00 AM
 - October 17, 2018, 8:00 AM
 - November 21, 2018, 8:00 AM
 - December 19, 2018, 8:00 AM
13. Adjourn

AMES TRANSIT AGENCY BOARD OF TRUSTEES

AMES, IOWA

May 29, 2018

The Ames Transit Agency Board of Trustees met on May 29, 2018 at 3:30 P.M. in CyRide's Conference room. Director Kyras called the meeting to order at 3:31 P.M. due to the change in board membership with Trustees, Cain, Jeffrey, and Schainker present and via conference call, Trustees Schrader and Bibiloni. Absent: Trustee Nelson.

ELECTION OF OFFICERS AND AMES AREA MPO REPRESENTATIVE: Director Kyras stated that the first board agenda item was the annual election of officers. She indicated that she had received an email from Trustee Bibiloni and Trustee Jeffrey who had expressed an interest in being President and as Vice President, respectively.

Trustee Schainker made a motion to accept Trustee Bibiloni as President and Trustee Jeffrey as Vice President. Trustee Cain seconded the motion. (Ayes: Five. Nays: None.) Motion carried.

APPROVAL OF MINUTES: Trustee Jeffrey made a motion to approve the May 3, 2018 minutes as presented and Trustee Cain seconded the motion. (Ayes: Five. Nays: None.) Motion carried.

FACILITY ANALYSIS & DISCUSSION: Director Kyras explained to the transit board that this agenda item represented the second part of CyRide's facility discussion. She then shared a brief summary of Options #1 and #2, which had been previously presented in March 2018, as well as modifications to these options, new information on Options #3 and #4, and a comparison chart of the four options. The last pieces of information prepared for the meeting were a discussion of potential funding opportunities to construct an expansion of CyRide's facility and the next steps/timeline. She also shared that, based on a conversation with the Federal Transit Administration (FTA) that she had learned CyRide would need to formally submit a Facility Feasibility Study for FTA approval, prior to requesting grant funding.

Director Kyras recapped the first two options from the March meeting - building on CyRide's current site with removal of employee parking from the current site and relocating this function to another location, and building a second facility within ½ mile of CyRide's current site. In summary, she shared the 20-year cost estimates, descriptions and concerns of these two options. She then stated that since the last meeting, Iowa State's Facilities Planning & Management Department had indicated, in an email, that the potential site chosen for Option #2, which was based upon a Haber Road site, had been determined that it could not be used to house a building, but could be used in Option #1 for a parking lot. As a result, Director Kyras shared that this information could potentially create a fatal flaw for Option #2 as staff could not identify another site, of the acreage needed, for a second facility within a ½ mile radius of the current building.

Trustee Schainker asked why more vehicles were not able to be housed on the site under Option #1 (95 versus 125). Brent Schipper with ASK Studio responded that the short answer was due to the requirement for circulation as a bus is not able to turn in a small space and the relocation of the maintenance area to the outside of the building. Trustee Schainker also asked if buses could be parked on a second level. Mr. Schipper indicated that there would not be adequate space on the current site to get a bus to a second floor and the cost would be prohibitive.

Director Kyras then explained the modifications that were made to the first two options in light of preparing the last two options and making all four evaluations comparable. The modifications were in designing a second building to 65 buses, stacking a maximum of five buses per row with a circulation lane every three lanes and changing the useful life of the building calculations from 20 years to FTA's required 40-year period.

Director Kyras then explained the information prepared for Options #3 and #4 – Second facility more than ½ mile from current site and second facility large enough to accommodate all operations in the future. She shared common assumptions for these options, indicating that the same building design as Option #2 was used for both new options at a location in West Ames, in the area of S. Dakota and Hwy. 30. She also indicated that, for the evaluation, a building type of pre-cast concrete was used. Mr. Schipper explained that this building material was considered a mid-price range option and that when the building was designed, portions of the building could be constructed of steel at a lower cost. Further, he indicated that building costs at the current site were higher due to the physical constraints of building in a confined area, as opposed to a new unconstrained site.

Director Kyras then detailed Option #3, indicating that the option:

- Houses 125 buses between the two facilities on 12 acres
- Has no new construction at the current site
- Houses 65 buses at the new site including bus storage, wash/fuel lane, maintenance bays, offices and storage
- Costs an additional \$337,475 per year in operating costs
- Has a 20-year estimated operating and construction cost of \$38 million
- Has no payback to FTA
- Could accommodate the new CDL training course at the new site
- Meets 89% of the space needs identified for a fleet of 125 buses
- Has one significant concern - the distance between the two facilities

Trustee Cain asked how CyRide would determine which buses were housed at each site. Director Kyras stated that the assumptions used in the evaluation were based upon a separate analysis completed by CyRide's Scheduler. This study assumed buses that would begin service in West and South Ames would be housed at the new site and that

all other buses would be housed at the current site. Further, she indicated that CyRide's scheduler had calculated the additional annual "deadhead" miles (miles operated without passengers on the bus) that would be required under this assumption.

Trustee Bibiloni inquired whether this option included the additional land cost for the CDL training course. Director Kyras indicated that none of the options included the cost of this course, so that they could be fairly compared. She indicated that each option would require a solution for this requirement and that she did include information regarding whether it could be accommodated in the various options (Options #3 and #4), as opposed to finding a location separate from the facility (Options #1 and #2).

Trustee Cain asked for further explanation regarding what "89% of the space needs" meant. Director Kyras indicated that this was a comparison between the facility space available (sq. ft.) in each of the options compared to the industry standards for a bus fleet of 125 vehicles. This space need standard was presented to board members in the fall of 2018.

Director Kyras then explained Option #4, indicating that the option:

- Houses 125 buses in one facility on 18-20 acres
- Has no new changes to the current facility, as all operations would move to the new building
- Has an increase of \$88,949 per year in current operating costs
- Has a 20-year estimated operating and construction cost of \$53 million
- Has a significant FTA payback of between \$4.5 and \$9.6 million in today's dollars based upon a conversation with FTA and calculated of two, required FTA interest calculations – Market Valuation and Depreciated Cost of FTA Building Grants; this value can be transferred to the interest in the new building; however, the building would need to be sold for this value and used for the facility's construction
- Could accommodate the new CDL training course at the new site
- Meets 100% of the space needs identified for a fleet of 125 buses
- Has one significant concern - the longer distance for buses to begin daily service with the facility farther from the center of Ames

Trustee Schainker shared his concern regarding the additional operating costs under the options. Director Kyras indicated that Options #2 and #3 included duplication in operating two facilities, with the single largest operating cost of approximately \$2.3 million over a 20-year period for a shuttle service to connect employee parking to the building in Option #2. She indicated that there is no duplication/significant additional annual operating cost in Option #4. Trustee Schainker clarified that there would be duplication under Option #4 until the full facility could be built. Director Kyras concurred indicating that construction would most likely need to be phased in over a period of time as funding became available.

Trustee Nelson joined the meeting at 4:05 pm via conference call.

Director Kyras then explained the comparison chart of the four options, indicating that both transit board and FTA criteria were used in the comparison and a numerical rating of the four options with Option #3 and #4 receiving the highest overall ratings. She then briefly provided a staff summary of the four options. While Option #1 is the least expensive it also provides the smallest building with no growth possible and high annual, additional operating costs. Option #2 is believed to be a fatal flaw. Option #3 is the second least expensive 20-year cost, provides more benefit and no payback to FTA; however, has one of the higher additional annual operating costs. Option #4 has the largest construction cost, lowest annual, additional operating cost and high FTA payback costs, however, provides the highest value in having all functions in one location in a facility that meets industry standards. Director Kyras indicated that staff recommend Option #3 with the securement of 18-20 acres, so that CyRide has the ability to accommodate the CDL training course and can accommodate unanticipated changes in its facility needs, as well as being able to revisit Option #4 in the future as the FTA payback costs decrease over time.

Trustee Schainker shared his concern that the Land Use Policy Plan identifies future development in the area of South Dakota and Hwy. 30 as residential. Director Kyras indicated that discussions with Iowa State staff had identified this area as a possible site, for planning purposes only. She indicated that, while a specific site was included in the study, this was only to provide a comparison of the options at this time. She indicated that a Site Analysis Study would be the next step in the process and would determine the feasibility and possibility of a specific site in this area.

Trustee Schainker asked how an expansion of the facility could be accomplished if the board began with Option #3 and was able to eventually consolidate the facility at the new site. Director Kyras indicated that a Master Plan would be developed for based on Option #4, but phases identified that would match the funding and needs at the time. She indicated that she envisioned it much the same as the current facility's growth, which was constructed in six phases.

Trustee Schainker shared his concern that the additional operating costs could not be sustainable in the future, indicating his definition of sustainable was no more than a 5% increase in local funding per year. Director Kyras indicated that the costs were estimates based on hypothetical sites and that after the Site Analysis, these estimates could be refined for the chosen option. Further, she said CyRide's financial situation is constantly changing and provided the example that federal Small Transit Intensive Cities funding (STIC) would be increasing in the next fiscal year by an anticipated \$200,000. She said that at the completion of the Site Analysis study a new five-year pro forma could be developed to address this concern. She also indicated that the additional

operating costs would most likely begin at least five years in future, as it would take years to secure a site, funding, bid and construct a building.

Director Kyras indicated that the next steps after the board selected an option, would be to complete the federally-required Facility Feasibility Study, a Site Analysis study and then develop new construction and operating expenses based on a specific site. She then provided a preliminary time schedule to accomplish these tasks prior to the 2019 round of federal and state grant applications in late spring/early summer 2019.

Director Kyras provided information on possible state and federal grants and local bonding to finance a facility expansion project. She indicated that there was one state facility funding source, Public Transit Infrastructure Grant (PTIG), at a maximum annual award of \$600,000. Federal sources were the Bus and Bus Facilities grant at an estimated maximum of \$6.6 million and the TIGER/BUILD program at an estimated maximum of \$19 million. Each of these grants is competitive and the outcome unknown. She then provided board members with three possible funding scenarios that provided CyRide with a total construction/design budget of between \$750,000 and \$11.75 million.

Director Kyras then explained that past board member discussions on facility needs had offered the possibility of local bonding for this expansion. She indicated that if this is the direction the board chooses to fund an expansion project, that she recommended further study with financial experts from the city and university to identify how this could be supported.

Trustee Schainker reiterated his concern in being able to fund the ongoing expenses for two facilities or a larger facility. Director Kyras indicated that the board could choose of the options to study further to provide the information he was referencing.

Trustee Nelson asked specifically what the board would be committing to at this time. Director Kyras indicated that the commitment would be to choose the option that the board felt was the best direction, which would allow staff to complete a Site Analysis and provide further information to the board. She indicated a decision after this study could be made to proceed forward with commitment of local match for a grant. She indicated that this approach required, at this time, only more staff time and architectural services through CyRide's On-Call architecture/engineering services firm – ASK Studios.

Director Kyras explained the five alternatives provided to the board and recommended Alternative #1 to approve proceeding forward with Option #3 including 18-20 acres and beginning the federal Facility Feasibility Study and Site Analysis.

Trustee Jeffrey inquired about the difficulty in operating from two different locations, citing staffing concerns. Director Kyras indicated that it was more challenging to

operate from two facilities, both from a financial and functional perspective; however, she indicated that operating in a too-tight facility also creates its challenges. She also shared that FTA had indicated, in conversations regarding this study, that it was not unusual for a transit system with approximately 100 vehicles to operate from two facilities, simply due to the size of a facility needed to function from one.

President Bibiloni asked if there was a reason that would force CyRide to have to consider Option #4. Director Kyras indicated that there would not be a reason to force this option to be needed in the future; however, the economics over time in operating from one facility is more favorable.

Trustee Schainker made a motion to move to complete a Site Analysis study for Option #3, including an 18 to 20 acre site and to not proceed with additional studies at this time. Trustee Cain seconded the motion. (Ayes: Six. Nays: None.) Motion carried.

Director Kyras provided an additional piece of information for board members to consider as CyRide proceeds with the Site Analysis. She indicated grant requests that included partnerships would rate better in state and federal applications. She specifically indicated working with HIRTA to provide a combined facility that housed public transit within the region might be desirable. She indicated that a preliminary conversation with HIRTA had been favorable. Board member consensus on this issue was to continue to pursue this option, if a site would accommodate this additional bus activity and if HIRTA was interested/able to financially contribute to the project.

Set Meeting Times and Place:

- June 28 at 8:00am
- August 15 at 8:00am

School Year meetings scheduled for the third Wednesday of the month at 8:00am

September 19, 2018

October 17, 2018

November 21, 2018

December 19, 2018

January 16, 2019

February 20, 2019

March, 20, 2019 (**Spring Break Week for ISU**)

April 17, 2019

May 15, 2019

ADJOURN: Trustee Jeffrey made a motion to adjourn the meeting at 5:15 p.m. and motion seconded by Trustee Schainker (Ayes: Six. Nays: None.) Motion carried.

Juan Bibiloni, President

Joanne Van Dyke, Recording Secretary

CITY OF AMES, Iowa

MEMO TO: Ames Transit Board of Trustees
FROM: Sheri Kyras
DATE: June 28, 2018
SUBJECT: Election of AAMPO Representative

BACKGROUND: At the May 29th board meeting, representatives voted to elect the Transit Board President and Vice President for the next year; however, did not take action to elect an Ames Area Metropolitan Planning Organization (AAMPO) representative from the board. Steven Valentino had been the Board's AAMPO representative through May 15, 2018; however, is no longer on the Transit Board.

At the June meeting, Trustees will need to select a board member to representative the board's interests at the AAMPO meeting.

CITY OF AMES, Iowa

MEMO TO: Ames Transit Board of Trustees
FROM: Sheri Kyras
DATE: June 28, 2018
SUBJECT: CyRide Interceptor Pit Upgrades 2016 Project Closeout

BACKGROUND: In 2016, CyRide used federal grant money to fund a project to replace six in-ground sand interceptor pits and associated facility floor drains. The pits and drains were constructed in 1983 in the original bus storage area of the facility and were in need of immediate attention due to crumbling walls and failing top edges. The pits act as collection points for salt, sand, and fluids dripping off buses parked in the facility.

INFORMATION: The CyRide Interceptor Pit Upgrades 2016 Project (Bid No. 2016- 234) was released on July 1, 2016. Bid plans and specifications called for the replacement of the in-ground pits and associated floor drains. Woodruff Construction LLC of Ames, Iowa submitted the low base bid of \$229,915. There were four change orders for the project totaling \$36,577; therefore, the total contract amount was \$266,492. Project closeout was delayed due to the contractor only being allowed to work on the facility during winter break and over the summer of 2017. Closeout was further delayed when the contractor had to return in the spring of 2018 to remove and replace areas of substandard work. All work under the bid/contract has now been completed to the satisfaction of CyRide staff and the A& E consultant.

The following information details the original contract information, payment, remaining balance and retainage amounts.

Original Contract Base Bid Sum	\$229,915
Change Orders	<u>\$ 36,577</u>
Total Contract Sum	\$266,492
Payment Made To-Date	\$253,167
Unpaid Balance – Retainage (Parking Lot Light)	\$ 13,325

All but \$13,325 in retainage has been paid to-date.

As of June 11, 2018, all conditions of the contract were met by Woodruff Construction LLC. Therefore, with completion of the project, the project is ready for close out. Close out requirements, and the status of each for the pit project, are described as follows:

- **Punch-List Items** – All items contained in the contract and subsequent corrective action plan have been completed to the architect’s satisfaction.
- **Operating and Maintenance Manuals** – CyRide has received all manuals required to maintain the pits, drains, and concrete, as well as warranty information.
- **As Built Drawings** – CyRide has received all drawings, as it was actually constructed/installed, as opposed to the original drawings.
- **Lien Waivers** – Woodruff Construction LLC has submitted all lien waivers as required.
- **Final Pay Application** –CyRide has received an invoice for the balance of \$13,325.

ALTERNATIVES:

1. Accept final completion and approve the release of retainage/final contract amount of \$13,325 to Woodruff Construction LLC, Ames, IA for the completion of CyRide Interceptor Pit Upgrades 2016 Project.
2. Do not accept final completion and release of retainage to Woodruff Construction LLC and direct staff to address board concerns.

RECOMMENDATION:

The Transit Director recommends approval of Alternative #1, accepting the CyRide Interceptor Pit Upgrades 2016 Project as complete and releasing the retainage amount of \$13,325 to Woodruff Construction LLC. All conditions of the project contract have been completed and CyRide staff is satisfied with the completed work.

CITY OF AMES, Iowa

MEMO TO: Ames Transit Board of Trustees
FROM: Sheri Kyras
DATE: June 28, 2018
SUBJECT: Federal Grant Application FFY2018

BACKGROUND: Each year, CyRide submits a federal grant application (Section 5307) to receive formula funding that has been allocated to CyRide. This year, CyRide may apply to the Federal Transit Administration for the dollars listed below, based on a federal formula calculation. This funding was just appropriated in May 2018 for the FY2018 budget ending June 30, 2018.

For the FY2019 budget that will begin July 1, 2018, CyRide included \$2,000,000 in federal dollars. In previous years, CyRide applied this funding to the following fiscal year. However, after an audit in 2016, CyRide is now required to apply the funding to the same fiscal year moving forward, therefore these funds will be applied to the current fiscal year with CyRide retaining a extremely healthy ending balance to support operations the following fiscal year. Please note that the total formula dollars are higher than what was previously budgeted by \$85,386. The difference between the total apportionment between FFY2017 and FFY2018 is shown below:

	<u>FFY2017</u>	<u>FFY2018</u>	<u>% Change</u>
<i>Formula 5307 Funding/Growing States</i>	\$1,046,626	\$1,075,373	+ 2.7%
<i>Small Transit Intensive Cities (STIC) funding</i>	\$955,190	\$1,010,013	+ 5.7%
TOTAL Urbanized Apportionment	2,001,816	\$2,085,386	+ 4.2%

Formula 5307 funding is based solely on population and population density of an Urbanized Area (UZA). In addition, Small Transit Intensive Cities (STIC) funds are allocated to UZA's between 50,000 and 200,000 in population that operate a level of transit service equal to or above the industry average for cities with populations 200,000 – 999,999. Small Urban Transit systems, like CyRide, are rated within the following six categories with those transit systems receiving STIC funding per category they meet/surpass this higher UZA's industry average.

1. Passenger miles traveled per vehicle revenue mile
2. Passenger miles traveled per vehicle revenue hour
3. Vehicle revenue miles per capita
4. Vehicle revenue hours per capita
5. Passenger miles traveled per capita
6. Passengers per capita

CyRide has historically achieved five of the six STIC categories and this year is no expectation obtaining an additional \$1,010,013 in federal formula funding. To reference the six STIC categories, CyRide has never achieved category #2 - Passenger miles traveled per vehicle revenue hour. In addition, CyRide has fallen short of criteria #1 - the passenger miles traveled per vehicle revenue mile category between FY2008 - FY2010, but attained this category back beginning in FFY2011.

The STIC allocation for small urban transit agencies was increased from 1% to 1.5% in FFY2013 under the transportation bill MAP-21. As a result, CyRide received a 37.2% increase between FFY2012 and FFY2013 resulting in \$244,729 more STIC funding. Another increase is planned next year to 2.0% which should provide another substantial increase for CyRide. For FFY2018, agencies exceeded the performance criteria 338 times throughout the nation but there was also additional funding of \$10,965 per criteria for FFY2018. Overall, CyRide added an additional \$1,010,013 in meeting five of the six STIC criteria for FFY2018.

	FFY2014	FFY2015	FFY2016	FFY2017	FFY2018
# of Performance Criteria Exceeded	336	341	346	350	338
STIC Funding per Criteria	\$192,016	\$188,684	\$189,432	\$191,038	\$202,003
# of STIC categories (6 available)	5	5	5	5	5
TOTAL CyRide STIC Funding	\$960,081	\$943,420	\$947,159	\$955,190	\$1,010,013

CyRide will request 100% of its formula funding in operating funds to make the grant process administratively easier as advised by FTA. The grant requires a 50% local match, of which CyRide more than meets within its operating budget. While administratively the funds are placed in CyRide’s operating budget, a portion of this funding is expected to be transferred to the capital budget to support projects approved within the FY2018 Capital Improvement Plan. The specific federal request is as follows:

Section 5307 Operating Assistance **\$2,085,386**

ALTERNATIVES:

1. Authorize the Transit Director to execute and file a Section 5307 grant application in the amount of \$2,085,386 to the Federal Transit Administration.
2. Do not approve submitting a federal application.

RECOMENDATION:

The Transit Director recommends approval of Alternative #1 to submit an application for federal operating assistance. Approval of this application will allow CyRide to continue operating its transit services within the Ames community and meet demand for more service within the community, particularly as Iowa State University enrollment increases.

CITY OF AMES, Iowa

MEMO TO: Ames Transit Board of Trustees

FROM: Sheri Kyras

DATE: June 28, 2018

SUBJECT: HIRTA Dial-A-Ride Contract

BACKGROUND: CyRide’s current contract with the Heart of Iowa Regional Transit Agency (HIRTA) will expire on June 30, 2018. This was a three-year contract for CyRide’s Dial-A-Ride (DAR) service to be provided by their agency.

In May of this year, the Transit Board voted to enter into a new contract with HIRTA and directed staff to prepare a new contract for approval by the board.

INFORMATION: Since the May board meeting, CyRide staff has drafted a new three-year contract (July 1, 2018 – June 30, 2021) with an option for two additional years, upon mutual consent (renewal) by both parties. The current contract was used as the basis for this new contract, with the following changes summarized below and notated in red in the attached draft contract.

1. **Section A.2** – New contract period reflected.
2. **Section B.5** – Reflects the use of only HIRTA tickets as payment. Previously CyRide tickets could be used; however, this created confusion and this payment method was discontinued mid-contract.
3. **Section B.10** – Reflects CyRide 2.0 EASE service that operates until 7 pm as opposed to previous service that ended at approximately 6 pm.
4. **Section B.15** – Inclusion of board-approved performance measures.
5. **Section B.18** – Reflection of 10-minute window before and after a scheduled pickup time. This was changed mid-contract from a 5-minute window.
6. **Section C.1, 2, 4 and 6** –
 - Reflection of current vehicles leased to HIRTA. Both previous vehicles were retired mid-contract.
 - Interior vehicle cleaning language was strengthened as a result of customer comments and rating through annual survey.
 - Purpose of the second vehicle provided to HIRTA was for the sole purpose of improving their on-time performance. Language has been added that reflects this purpose.

- After the last Triennial Review, the documentation process of the vehicle maintenance was modified to provide CyRide with better information for monitoring purposes. New language was added that reflects this new process.
- 7. **Section D.2** – Removed section and included in Section H.5 regarding reporting.
- 8. **Section E.9** – Added Title VI laws in light of federal law requirements.
- 9. **Section E.11** – New language was added that provides flexibility to gain customer feedback in ways other than the annual survey to try to better determine customer satisfaction.
- 10. **Section F.2** – Clarification of the Iowa DOT information that is being monitored to include just Dial-A-Ride service, as opposed to HIRTA’s other client services.
- 11. **Section F.6** – During the last contract, CyRide became a pass sales outlet for HIRTA’s tickets called “HIRTA Bucks.” This CyRide service was added to provide greater convenience for DAR customers. This language was added to reflect current practices.
- 12. **Section G.1** – Reflects the rates approved by the Transit Board at the May 3rd board meeting.
- 13. **Section G.2** – Reflected new link address.
- 14. **Section G.4** – The change reflects the elimination of CyRide tickets as fares on the DAR service.
- 15. **Section G.6** – Added language for non-payment until all reporting requirements are met.
- 16. **Section H.1** – Reflects current vehicles.
- 17. **Section H.2** – CyRide receives daily manifest as opposed to every eight days, with modified information. This is reflected in the new contract.
- 18. **Section H.5** – Reflects current FTA drug and alcohol requirements.
- 19. **Section I** – Reflects current Master Agreement link.
- 20. **Section K/Adopted Statement** – Removed the need for Iowa DOT concurrence, as this is no longer required.
- 21. **Signature Block** – Reflects signature of Transit Board President, as opposed to the City of Ames Mayor, as this is an operational contract, not subject to City Council approval per City of Ames Municipal Code, Chapter 26A, Section 26A.12.
- 22. **Appendix A – FTA Clauses** – This section has been updated with the current FTA requirements for operational contract language.

In summary, the above detailed changes reflect a new contract period, compensation, federally-required language and current practice changes in contracting with HIRTA for DAR services.

The contract has been reviewed and approved by the City’s Risk Management and Legal Departments. Additionally, HIRTA has indicated that the contract is satisfactory.

ALTERNATIVES:

1. Approve a new three-year contract with Heart of Iowa Regional Transit Agency for the 2018-2021 time period, with annual renewals.
2. Do not enter into a new contract for Dial-A-Ride service and begin directly operating service on July 1, 2018.

RECOMMENDATION:

The Transit Director recommends approval of Alternative #1 to enter into a new contract with HIRTA to provide Dial-A-Ride service for the next three-year period. While there have been challenges in their past service, HIRTA has systematically made improvements to address customer concerns, which was reflected in more positive survey responses this past spring. 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.

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, 2018, and continue through June 30, 2021, and may continue upon annual extension or renewal by both parties for an additional two-year period. 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, **online payments** or **CyRide HIRTA Bucks (tickets)** from passengers. Cash fares, **online payments** and **ticket values** will be deducted from HIRTA's monthly invoice to CyRide **and be listed separately on the invoice**. All DAR fares are payable by cash (exact change only), **online through the pay portal** or tickets **prior to or** 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 vehicles 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; however, under no circumstance should HIRTA reduce the minimum coverage limits set forth above. Insurance must be maintained without lapse in coverage while the service agreement is in force. Insurance allowed to lapse or otherwise reduced below the minimum coverage limits 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 67 pm, then west of the Skunk River after 67 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 **as defined by the American's with Disabilities Act (ADA)**. 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 performance goals would include the following for FY19 Dial-A-Ride trips and be re-evaluated annually, with mutual agreement by CyRide and HIRTA:
 - On-Time Performance - ~~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.
 - Cost Per Passenger – Shall average \$16.00 or less.
 - Passengers/Comment – Shall average 1,000 or more.
 - Passenger Rides Before/After Pickup Window – Shall be 400 or less.
 - Passengers/Revenue Hour – Shall average 3.0 or more.
 - Passenger Injuries – None.

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 ~~510~~ minute window as defined ~~in 5.2.14~~ by 10 minutes prior to and after the negotiated pickup time (20 minutes in total).
- The passenger cancels the trip with less than 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 #7654, 2017 Universal, Glaval, VIN #1FD4E4FS3HDC06585
Vehicle #7655, 2014, MV1, Mobility Ventures, VIN #57WMD2A61EM101497

In addition to the ~~one~~ **two** vehicles 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 **the interior of the vehicles** shall be thoroughly cleaned ~~periodically~~ **at least quarterly**. Vehicle maintenance standards shall comply with FTA and IDOT regulations **and CyRide's vehicle maintenance plan**.

The MV1 vehicle is to be used by supervisory staff or additional drivers for unscheduled trips or scheduled trips to allow the system to operate on time and in an efficient manner.

2. The **vehicles** 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 ~~these~~ **vehicles** 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:
 - Vehicle #7654, 2017 Universal, Glaval, VIN #1FDFF4FS3HDC06585
 - Vehicle #7655, 2014, MV1, Mobility Ventures, VIN #57WMD2A61EM101497
 - Other HIRTA vehicles where DAR passengers are transported
 - b. Maintenance Responsibility by CyRide:

~~HIRTA is R~~esponsible for maintaining /repairing vehicles #764054 and #7655. ~~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. HIRTA will send CyRide repair documentation upon receipt of this paperwork from their vendor and the vehicles entire repair record every six months.~~
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 vehicles 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 set forth~~ 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. (Moved to Section H.5).~~
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 **annual** independent audit of its transportation program including services provided under this contract and shall provide a copy of the audit report to CyRide. **A copy of the audit must be submitted to CyRide no later than October 1 of each year.**
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, **Title VI 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 Story County United Way of Iowa 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 **or other means chosen to gather satisfaction with service under this contract**. 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 **regarding Dial-A-Ride service provided by HIRTA**.
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 caused directly by** 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 vehicles leased to HIRTA for DAR service, at its expense, whenever sufficient federal funding is available to replace the vehicle.
6. **CyRide will serve as a Pass Sales Outlet for HIRTA Bucks (tickets) on consignment. CyRide will pay for the tickets sold based on an invoice prepared by HIRTA.**

G. Compensation

1. Operating costs for services under this contract are as follows for July 1, 2018 – June 30, 2019:
 - Weekday Trips from beginning of service until 6 pm = **\$15.02** per trip
 - Weeknight service after 6 pm, Saturday and Sunday = **\$49.83** 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 may be 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 **and identified separately. 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 **and required report data under H.2 and H.3. Payment will be delayed until required reporting is submitted.**

H. Reporting

1. On a weekly basis, HIRTA will provide CyRide with weekly mileage on leased vehicles #7640-54 and #7655 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 these vehicles.

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 service
 - Summary of passenger complaints and their resolution.
 - ~~Daily 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~~
 - Total miles
 - Total minutes
 - No Shows
 - Will Calls
 - Vehicle inspection reports

3. 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.
4. 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.
 5. By February 1st of each year, HIRTA shall provide CyRide with **a the following reports** on the prior calendar year's results of its drug and alcohol testing program per FTA requirements.
 - MIS Report
 - Investigative reports from employee & contractors D & A flawed procedures
 - Detailed explanation of cancelled D & A tests

By November 15, 2019, HIRTA shall provide the Log of Supervisor's Reasonable Suspicion Training (60 minutes each for drugs and alcohol) and the Contractor's Monitoring Checklist documentation to CyRide for the past three year period, which includes the following:

- Record Keeping Procedures
- Custody & Control Forms (CCF) filled out accuracy/legibility
- Documentation CCF errors to ensure re-training of MRO's BAT, Collectors, etc.
- Review Policy requirements per 49 CFR Part 655
- Submit most recent copy of Drug & Alcohol policy to CyRide

~~Copies~~ A copy 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 Assistant~~ Director of Operations any non-negative test result and any situation where tests have not been administered to an employee selected for random testing.

6. 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

7. 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 <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-master-agreement-fiscal-year-2018>, as amended 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. ~~All financial obligations of CyRide to HIRTA under this Contract will end as of the date of cancellation.~~

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~~ Juan Bibiloni, Mayor,
City of Ames-President, Transit Board of
Trustees

Date:

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).

Program Fraud and False or Fraudulent Statements or Related Acts

HIRTA 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, HIRTA 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, HIRTA 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 HIRTA to the extent the Federal Government deems appropriate.

HIRTA 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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on HIRTA, to the extent the Federal Government deems appropriate.

HIRTA 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 and Reports

- a. **Record Retention.** HIRTA will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- b. **Retention Period.** HIRTA agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. HIRTA shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. **Access to Records.** HIRTA agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

- d. **Access to the Sites of Performance.** HIRTA agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

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 <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-master-agreement-fiscal-year-2018>, as amended 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 Laws and Regulations

The following Federal Civil Rights laws and regulations apply to HIRTA and its subcontractors under this Contract.

- 1. Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:

- a. **Nondiscrimination in Federal Public Transportation Programs.** 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
 - b. **Prohibition against Employment Discrimination.** Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
- 2. Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.* and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
- 3. Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 *et seq.*, and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 *et seq.*, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
- 4. Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public

services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

HIRTA shall be an Equal Opportunity Employer. As such, HIRTA and its subcontractors agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, HIRTA and its subcontractors agree to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Contract, HIRTA shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, HIRTA agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, HIRTA agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, HIRTA 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. HIRTA agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, HIRTA agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, HIRTA agrees to comply with any implementing requirements FTA may issue.

4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, HIRTA agrees that it will not discriminate against individuals on

the basis of disability. In addition, HIRTA agrees to comply with any implementing requirements FTA may issue.

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%. CyRide's overall goal for DBE participation is **0.03 %**. A separate goal for DBE participation has not been established for this Contract as there are no subcontracting opportunities.

b. HIRTA or its subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. HIRTA shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by HIRTA 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 CyRide deems appropriate, which may include but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

Each subcontract HIRTA signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

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. **Ames Transit Agency declines to hold retainage from the prime contractor and prohibits prime contractors from holding retainage from subcontractors.** Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Ames/Ames Transit Agency. This clause applies to both DBE and non-DBE subcontracts.

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

1. Ames Transit Agency requires prime contractors (in sub-contracts in excess of \$10,000), to provide subcontractors with all contract provisions, including the prompt payment provision. Essentially, ensuring that subcontractors are knowledgeable of the prompt payment requirement.
2. Because our contract requires prompt payment by the prime contractor to the subcontractor, the subcontractor is entitled to prompt payment. Because subcontractors will be aware of this right, and it is in their greatest financial interest to assure that this right is respected, we believe it is reasonable to expect that subcontractors not receiving prompt payment will contact Ames Transit Agency.

3. If Ames Transit Agency is contacted by a subcontractor regarding possible violation of the prompt payment clause by the prime contractor we will make inquiries to the prime contractor. Depending on the response from the prime contractor, Ames Transit Agency may implement the sanctions/consequences listed in the above section.

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

1. Requiring documentation of all payment to subcontractors for all previous payments from Ames Transit Agency to the prime contractor before any future payments from Ames Transit Agency to the prime contractor are made.
 2. Termination of contract for Default. This termination clause is included in all DOT-assisted contracts.
 3. Disqualifying the prime contractor from future bidding as non-responsible
- 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. These good faith efforts shall be documented by the contractor. If the recipient requests documentation under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and the recipient shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate (non-DBE firm or with another DBE firm) without prior written consent of Ames Transit Agency.

Ames Transit Agency/City of Ames may provide written consent that the prime contractor has good cause to terminate a DBE firm, under the following circumstances:

- (i) The listed DBE subcontractor fails or refuses to execute a written contract;
- (ii) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (iii) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
- (iv) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (v) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;

- (vii) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (vi) The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal;
- (vii) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (viii) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (ix) Other documented good cause that you determine compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

No Government Obligation to Third Parties

CyRide and HIRTA acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the 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 CyRide, HIRTA or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. HIRTA agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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)

CyRide, by written notice, may terminate this contract, in whole or in part, when it is in CyRide's interest. If this contract is terminated, the CyRide 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 HIRTA 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 HIRTA fails to comply with any other provisions of this contract, CyRide may terminate this contract for default. CyRide shall terminate by delivering to the HIRTA a Notice of Termination specifying the nature of default. HIRTA 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 HIRTA has possession of CyRide's goods, the HIRTA shall, upon direction of CyRide, protect and preserve the goods until surrendered to CyRide or its agent. HIRTA and CyRide 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 HIRTA 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 CyRide.

Opportunity to Cure (General Provision)

CyRide, in its sole discretion may, in the case of a termination for breach or default, allow the HIRTA [10 days] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If HIRTA fails to remedy to CyRide's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by HIRTA of written notice from CyRide setting forth the nature of said breach or default, CyRide shall have the right to terminate the contract without any further obligation to HIRTA. Any such termination for default shall not in any way operate to preclude CyRide from also pursuing all available remedies against HIRTA and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that CyRide elects to waive its remedies for any breach by HIRTA of any covenant, term or condition of this contract, such waiver by CyRide shall not limit CyRide's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

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 Air Act and Federal Water Pollution Control Act

The Contractor agrees:

1. It will not use any violating facilities;
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
3. It will report violations of use of prohibited facilities to FTA; and
4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

Violation and Breach of Contract

Rights and Remedies of the AGENCY

CyRide shall have the following rights in the event that CyRide deems the HIRTA guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the HIRTA, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include any nonperformance the service, of Contract sections or Federal Requirements.

Rights and Remedies of HIRTA

Inasmuch as the HIRTA can be adequately compensated by money damages for any breach of this Contract, which may be committed by CyRide, the HIRTA expressly agrees that no default, act or omission of the CyRide shall constitute a material breach of this Contract, entitling HIRTA to cancel or rescind the Contract (unless the CyRide directs HIRTA to do so) or to suspend or abandon performance.

Remedies

Substantial failure of HIRTA to complete the Project in accordance with the terms of this Contract will be a default of this Agreement. In the event of a default, CyRide will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. HIRTA recognizes that in the event of a breach of this Contract by the HIRTA before the CyRide takes action contemplated herein, CyRide will provide the HIRTA with sixty (60) days written notice that the AGENCY considers that such a breach has occurred and will provide the HIRTA a reasonable period of time to respond and to take necessary corrective action.

Disputes

Example 1: Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of CyRide's Transit Director. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the HIRTA mails or otherwise furnishes a written appeal to the Transit Director. In connection with any such appeal, the HIRTA shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Transit Director shall be binding upon the HIRTA and the HIRTA shall abide by the decision.

Example 2: CyRide and the HIRTA intend to resolve all disputes under this Contract to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the CyRide and the HIRTA's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the CyRide's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by CyRide, HIRTA 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 its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the CyRide and HIRTA arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the CyRide is located.

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 CyRide or HIRTA 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

HIRTA shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to this Contract. As such, HIRTA shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in any federally assisted Award.

HIRTA certifies as follows:

The certification in this clause is a material representation of fact relied upon by CyRide. If it is later determined by CyRide that HIRTA knowingly rendered an erroneous certification, in addition to remedies available to CyRide, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The HIRTA agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of this Contract. HIRTA further agrees to include a provision requiring such compliance in any subcontracts.

Charter Bus

HIRTA agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. 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 as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

HIRTA agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

School Bus

HIRTA agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If HIRTA violates this School Bus Agreement, FTA may:

1. Bar the HIRTA from receiving Federal assistance for public transportation; or
2. Require the HIRTA to take such remedial measures as FTA considers appropriate.

HIRTA should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

Substance Abuse Requirements

HIRTA agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. parts 655 and 49 CFR Part 40 for testing, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the Iowa DOT or CyRide, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. HIRTA agrees further to certify annually its compliance with parts 655 90 days after the C & A's are placed in the Federal Register regulations and to submit the Management Information System (MIS) reports before by February 1st to CyRide's Assistant Director of Operations. To certify compliance, HIRA 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*.

Program Fraud and False or Fraudulent Statements or Related Acts

HIRTA 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 Contract. HIRTA 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, HIRTA 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 HIRTA to the extent the Federal Government deems appropriate.

HIRTA 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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on HIRTA, to the extent the Federal Government deems appropriate.

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.

Public Transportation Employee Protective Agreements

HIRTA agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. **U.S. DOL Certification.** Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

2. **Special Warranty.** When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
3. **Special Arrangements.** The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

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, HIRTA 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. HIRTA agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

Recycled Products

HIRTA agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

Safe Operation of Motor Vehicles

Seat Belt Use

HIRTA is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by HIRTA or CyRide.

Distracted Driving

HIRTA agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle HIRTA owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

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

HIRTA certifies, to the best of its 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 influencing or attempting to influence 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.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, 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 section 1352, title 31, U.S. Code. 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.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

CITY OF AMES, Iowa

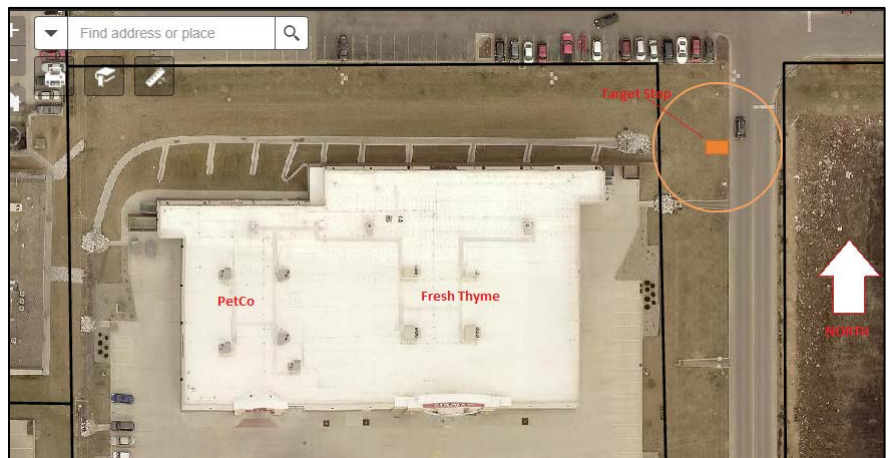
MEMO TO: Ames Transit Board of Trustees

FROM: Sheri Kyras

DATE: June 28, 2018

SUBJECT: Target Bus Stop Agreement

BACKGROUND: CyRide's *CyRide 2.0* fall service changes to the #3 Blue route include a bus stop on Target's property. Through negotiations with the retailer to allow for a bus stop sign and concrete pad to be placed at this location, it was determined by Target that a formal arrangement or agreement was required to allow for this bus stop to be added to CyRide's service. The map above depicts the bus stop location.



INFORMATION: Discussions regarding Target's permission for CyRide to place a bus stop on their property, just south of their entrance, has been ongoing for the past six months. As a result of these efforts, the attached contract was drafted by Target's Legal Department and reviewed and modified by CyRide staff and the City of Ames Legal Department and Risk Manager. **All parties have agreed to the attached contract.**

The agreement highlights includes language on:

- Where and how CyRide can use the bus stop location.
- Term of the agreement, which is until either party desires its termination.
- Not disturbing their business with this bus stop.
- CyRide bearing the cost of improvement and, if terminated, the cost to replace it to its present condition.
- CyRide removing the trash/debris at least once per week, which is consistent with CyRide's current bus stop maintenance procedures.

- If CyRide would discontinue service to the stop that the contract would automatically be terminated.
- CyRide operating the bus stop in a safe manner.
- CyRide not bringing hazardous materials onto this property in violation of environmental laws.
- CyRide asserting that it does not have liens.
- Insurance and indemnity (this language was approved by the City's Risk Manager and Legal Department).
- CyRide not taking title of the land and accepts the property in its current condition.
- Not assigning the agreement to another party, governing laws and severability of the agreement.

ALTERNATIVES:

1. Approve the *Bus Stop and Temporary Construction License Agreement* between Target and CyRide for a bus stop on Target's property as presented.
2. Approve the *Bus Stop and Temporary Construction License Agreement* between Target and CyRide for a bus stop on Target's property, as modified by the Transit Board of Trustees.
3. Do not approve the *Bus Stop and Temporary Construction License Agreement* between Target and CyRide for a bus stop on Target's property and eliminate the *CyRide 2.0* route extension to Target.

RECOMMENDATION:

The Transit Director recommends approval of Alternative #1 to approve the bus stop agreement with Target, as approved by all parties drafting the agreement. This bus stop is critical to the implementation of the *CyRide 2.0* bus system and, if not approved, would significantly, negatively impact a portion of CyRide's customers.

BUS STOP AND TEMPORARY CONSTRUCTION LICENSE AGREEMENT

THIS BUS STOP AND TEMPORARY CONSTRUCTION LICENSE AGREEMENT (“**Agreement**”) is made as of the ____ day of _____, 2018 (“**Effective Date**”), by and between TARGET CORPORATION, a Minnesota corporation (“**Target**”), and the AMES TRANSIT AGENCY, d/b/a the City of Ames, Iowa (“**Transit Agency**”).

RECITALS:

- A. Target is the owner of certain real property located at 320 South Duff Avenue, Ames, Iowa, upon which exists a store building and other improvements (the “**Target Property**”).
- B. The Transit Agency operates and provides public bus transportation throughout the Ames, Iowa geographic area and has requested a license over a portion of the Target Property shown on the site plan attached hereto as Exhibit A (“**Site Plan**”) as Bus Stop License Area (“**Bus Stop License Area**”) to (1) install and maintain a concrete pad and bus stop sign, and (2) allow bus passengers to wait for buses at the bus stop.
- C. Target is willing to grant the license, subject to the terms and conditions of this Agreement.

NOW THEREFORE, for the covenants and agreements hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Bus Stop License. Target hereby grants to the Transit Agency a non-exclusive license (“**Bus Stop License**”) (a) to construct, install, maintain, repair, replace, and remove a concrete pad and one (1) bus stop sign (the “**Bus Stop**”) in the Bus Stop License Area, and (b) to permit bus passengers to wait for buses within the Bus Stop License Area. The concrete pad must be constructed as depicted on the Site Plan, and the size and design of the bus stop sign must be consistent with other bus stop signs utilized by the Transit Agency within the City of Ames. However, upon the prior written consent of Target, which consent may be granted or withheld in Target’s sole and absolute discretion, Licensee may change the size/style of the Bus Stop to accommodate the amount of passengers utilizing the Bus Stop. The Bus Stop License does not include any rights for the Transit Agency or for bus passengers to park vehicles upon any portion of the Target Property.
2. Term. The term of this Agreement and the Bus Stop License commences upon the Effective Date and continues until terminated by either party for any reason or for no reason, upon sixty (60) days written notice to the other party. Notwithstanding the foregoing, Target may terminate this Agreement and the Bus Stop License (i) as provided in Section 18 below, or (ii) upon thirty (30) days prior written notice if deemed necessary by Target in order to cure a threatened default pursuant to any other agreement by which Target is bound.

3. No Interference. The Transit Agency will cause all activities permitted by this Bus Stop License to be conducted in a manner that does not interfere with or disturb any of the business operations being conducted on the Target Property or the use of any improvements thereon or access thereto. Any construction, installation, operation, maintenance, repair, replacement, or removal performed by or on behalf of the Transit Agency pursuant to this Bus Stop License must be performed in a good and workmanlike manner and in a manner that causes the least interference with the surface of the Bus Stop License Area.

4. Costs. Any construction, installation, operation, maintenance, repair, replacement, or removal performed by or on behalf of the Transit Agency pursuant to this Bus Stop License will be done at the Transit Agency's sole cost and expense.

5. Maintenance. The Transit Agency must maintain the Bus Stop in a good, clean, and attractive condition, and remove debris and trash from the Bust Stop at least one time per week, at its sole cost and expense.

6. Restoration. If the surface of the Bus Stop License Area or any landscaping, curbing, pavement or other improvements located within or adjacent to the Bus Stop License Area, is disturbed by activities performed by or on behalf of the Transit Agency in connection with the use of the Bus Stop License, said surface and improvements must be promptly restored by the Transit Agency by removing the concrete pad and seeding the area with grass. Immediately following the performance of work by or on behalf of the Transit Agency in connection with the use of the Bus Stop License, the Transit Agency must remove from the Bus Stop License Area, all equipment, materials and debris resulting from or used in connection with such work. In addition, when this Bus Stop License terminates for any reason, the Transit Agency must promptly perform the work necessary to remove the Bus Stop from the Bus Stop License Area and restore the Bus Stop License Area as described above.

7. Abandonment. If the Transit Agency abandons the Bus Stop License granted herein or ceases to use the Bus Stop for a period of six (6) consecutive months, this Agreement and the Bus Stop License will automatically terminate, and the Transit Agency must promptly remove the Bus Stop and restore the Bus Stop License Area as provided above.

8. Compliance with Governmental Requirements. Use of the Bust Stop License must be conducted in compliance with all applicable local, state and federal laws, regulations, ordinances, codes and requirements. The Transit Agency is responsible for obtaining any required permits or approvals for use of the Bus Stop License. The Transit Agency must not permit a condition to be created on the Target Property that may be considered unsafe or an attractive nuisance.

9. Safe Condition. The Transit Agency shall not cause or permit the Bus Stop License Area to be put in an unsafe condition or cause a condition upon the Bus Stop License Area that could be categorized legally as an "attractive nuisance".

10. Hazardous Materials. The Transit Agency shall not bring to or upon, or cause or permit to be brought to or upon, the Target Property any objectionable noises, odors or nuisances

or any Hazardous Materials (defined below) in violation of Environmental Laws (defined below). If, in the course of performing activities relating to the Bus Stop License, Hazardous Materials, the Transit Agency (and not Target) shall be responsible for the remediation and/or disposal of such materials in accordance with Environmental Laws. For purposes of this Agreement, the term (i) "**Hazardous Materials**" shall mean and refer to the following: petroleum products and fractions thereof, asbestos, asbestos containing materials, urea formaldehyde, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials, substances and wastes listed or identified in, or regulated by, any Environmental Law, and (ii) "**Environmental Laws**" shall mean and refer to the following: all federal, state, county, municipal, local and other statutes, laws, ordinances and regulations which relate to or deal with human health or the environment, all as may be amended from time to time.

11. No Liens. The Transit Agency must not permit liens or claims of any nature to be filed or charged against the Target Property as a result of any use of the Bus Stop License. Any liens against the Target Property in violation of this Section must be removed by the Transit Agency within thirty (30) days of the Transit Agency's actual knowledge of the filing of such lien.

12. Insurance. During the term of the Bus Stop License, the Transit Agency must maintain at all times in full force and effect (i) Commercial General Liability insurance with a limit of not less than \$5,000,000 per occurrence, and (ii) Automobile liability insurance (including coverage for owned, hired, and non-owned vehicles) with minimum limits of coverage of not less than \$5,000,000 combined single limit per accident. Target must be named as an additional insured. The insurance required hereunder must (a) be primary and required to respond to and pay prior to any other available coverage of Target, (b) provide for a severability of interests, and (c) be procured from a company or companies possessing an A.M. Best rating of A-:X or better. The Transit Agency may not self-insure its coverage required hereunder without the prior written consent of Target. The Transit Agency will furnish to Target evidence that the required insurance is in full force and effect before commencing any use of the Bus Stop License, and upon written request from time to time thereafter.

13. Indemnity. The Transit Agency will indemnify, defend and hold harmless Target from and against any and all claims, demands, losses, damages, costs and expenses (including but not limited to court costs, penalties and reasonable attorneys' fees), judgments, liabilities and causes of action of any nature whatsoever resulting from or relating to the use of the Bus Stop License. The indemnity obligations set forth herein will survive any termination of the Bus Stop License.

14. No Warranty; AS-IS Condition. The Transit Agency takes the Bus Stop License without warranty of title and subject to all valid and existing licenses, leases, grants, exceptions, encumbrances, title defects, matters of record, reservations and conditions affecting the Target Property. The Transit Agency acknowledges that Target is making no warranty or representation whatsoever regarding the Target Property, including but not limited to: the condition of the surface or subsurface of the Target Property; zoning or other governmental conditions or restrictions applicable to the Target Property; compliance with any environmental laws or any other existing

laws or governmental regulations; the condition of any improvements on the Target Property; merchantability or fitness of the Target Property or any part thereof for a particular purpose.

15. Waiver. The Transit Agency hereby waives and relinquishes, for itself and for all persons and parties claiming through or under it, any and all claims, liens, liabilities, causes of action, demands and costs and expenses against Target related to the use of the Bus Stop License, unless such claim is caused by Target's gross negligence or willful misconduct.

16. Notices. All notices required or permitted to be given under this Agreement (each of which is herein sometimes referred to as a "Notice") must be in writing and must be delivered personally, or by prepaid nationally recognized overnight courier, or by deposit in the United States mail, prepaid and certified or registered mail, return receipt requested, addressed in each instance to Target or the Transit Agency, as the case may be, at the following addresses:

If to Target: Target Corporation
Attn: Target Properties/Real Estate Portfolio Management
1000 Nicollet Mall, TPN 12H
Minneapolis, Minnesota 55403

If to the Transit Agency: Ames Transit Agency
Attn: Transit Director
601 N. University Blvd.
Ames, IA 50010

Each such Notice will be deemed to have been given as of the date the same is personally delivered to the party to be notified or the date the same is delivered to the address designated hereunder for the party to be notified, as the case may be; provided, however, that rejection or refusal to accept or the inability to deliver because of changed address of which no notice was given will be deemed to be receipt of the notice, demand or request. Each party has the right from time to time and at any time upon at least ten (10) days' written notice thereof, to change its respective address, and each party has the right to specify as its address any other address within the United States of America.

17. Default. If the Transit Agency at any time breaches one or more of the provisions of this Agreement, Target will notify the Transit Agency of such breach in writing. If such breach is not cured within thirty (30) days following receipt of such notice by the Transit Agency, Target may (in addition to all other rights and remedies at law or in equity) elect to do either or both of the following: (i) cure such default at the Transit Agency's sole cost and expense, (ii) terminate this Agreement and the Licenses granted herein. Notwithstanding the foregoing, if the breach is an emergency condition, Target may (in addition to all other rights and remedies at law or in equity) elect to reasonably cure such breach at the Transit Agency's sole risk and expense upon such advance notice as is reasonably possible under the circumstances or, if necessary, without advance notice, so long as notice is given as soon as reasonably possible thereafter. If Target elects to cure such breach, the Transit Agency must reimburse Target for all costs and expenses incurred in connection with such curative action within thirty (30) days after receipt of demand therefor. If Target elects to terminate this Agreement and the Bus Stop

License granted herein, the Transit Agency must promptly remove the Bus Stop and restore the Bus Stop License Area as provided above.

18. Assignment. This Agreement may not be assigned by the Transit Agency, voluntarily or involuntarily, by operation of law or otherwise. Any purported or attempted assignment in violation of this Agreement will be null and void and of no effect.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Iowa without regard to any conflict of law provisions which may apply in other jurisdictions.

20. Entire Agreement. The Recitals set forth above are hereby incorporated into and are deemed a part of this Agreement. This instrument constitutes the entire agreement between the parties respecting the Licenses. This Agreement can not be amended except in writing executed by all of the parties hereto.

21. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which, when taken together, will constitute one instrument.

22. Severability. If any provision of this Agreement is declared or determined to be unlawful, invalid or unconstitutional, such declaration will not affect the legality of the remaining provisions of this Agreement, and each provision of the agreement is deemed to be separate and severable from each other provision.


23. No Public Dedication. Nothing in this Agreement will be deemed to be a gift or dedication of any portion of the Target Property to the general public, or for any public use or purpose whatsoever.

[remainder of this page intentionally left blank]

SIGNATURE PAGE TO
BUS STOP
LICENSE AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

“TARGET”
TARGET CORPORATION

By: 
Name: James L. Tucker
Sr. Director Real Estate
Its: Target Corporation

SIGNATURE PAGE TO
BUS STOP
LICENSE AGREEMENT

IN WITNESS WHEREOF, the parties have executed this License Agreement effective as of the date first above written.

“TRANSIT AGENCY”
AMES TRANSIT AGENCY

By: _____
Its: _____

EXHIBIT A

Bus Stop License Area

Find address or place



PetCo

Fresh Thyme

Walmart Stop

Target Stop

NORTH

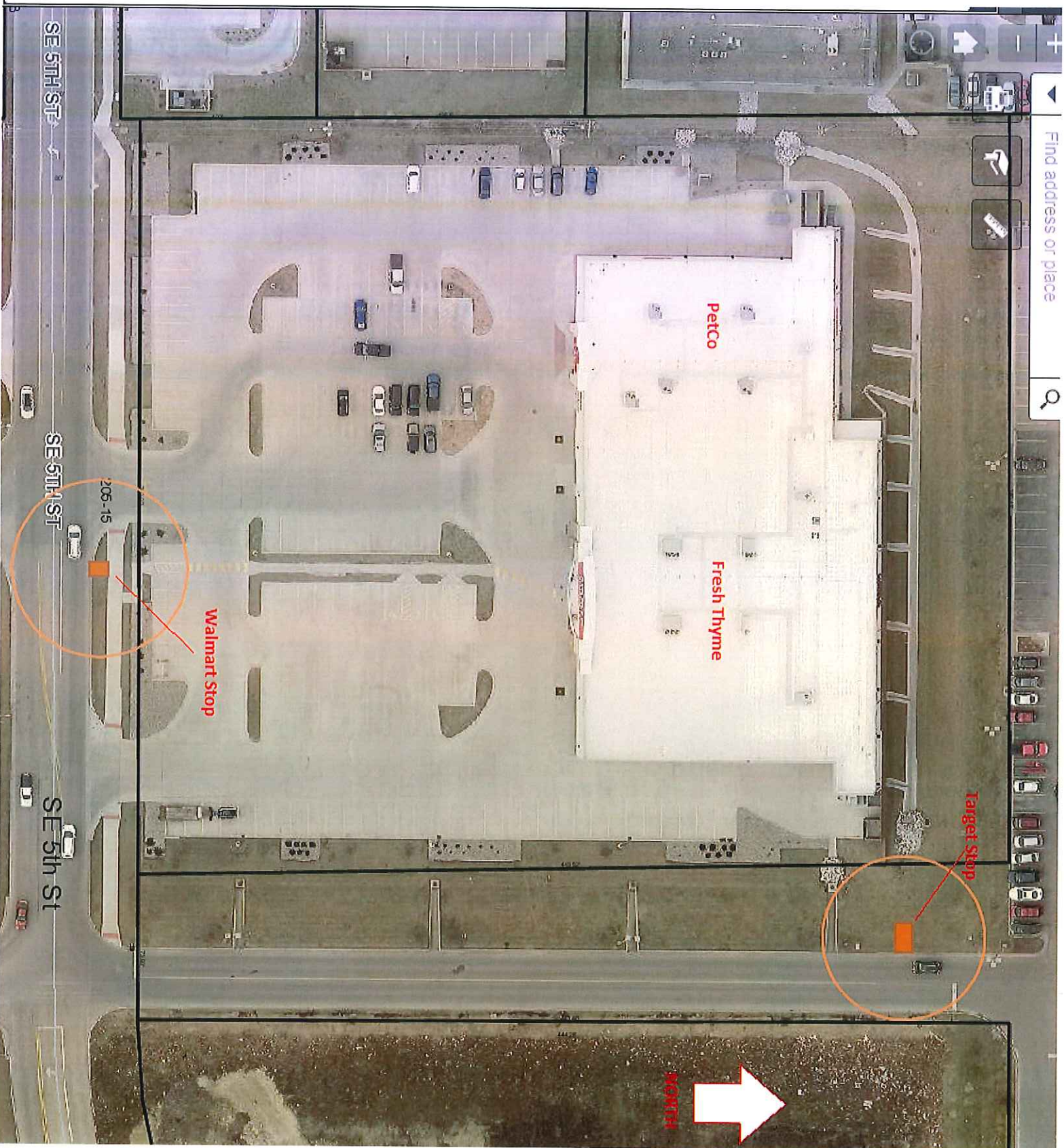
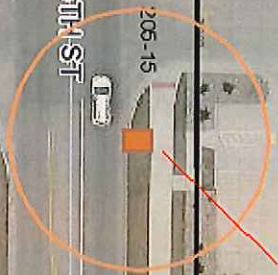


SE 5TH ST

SE 5TH ST

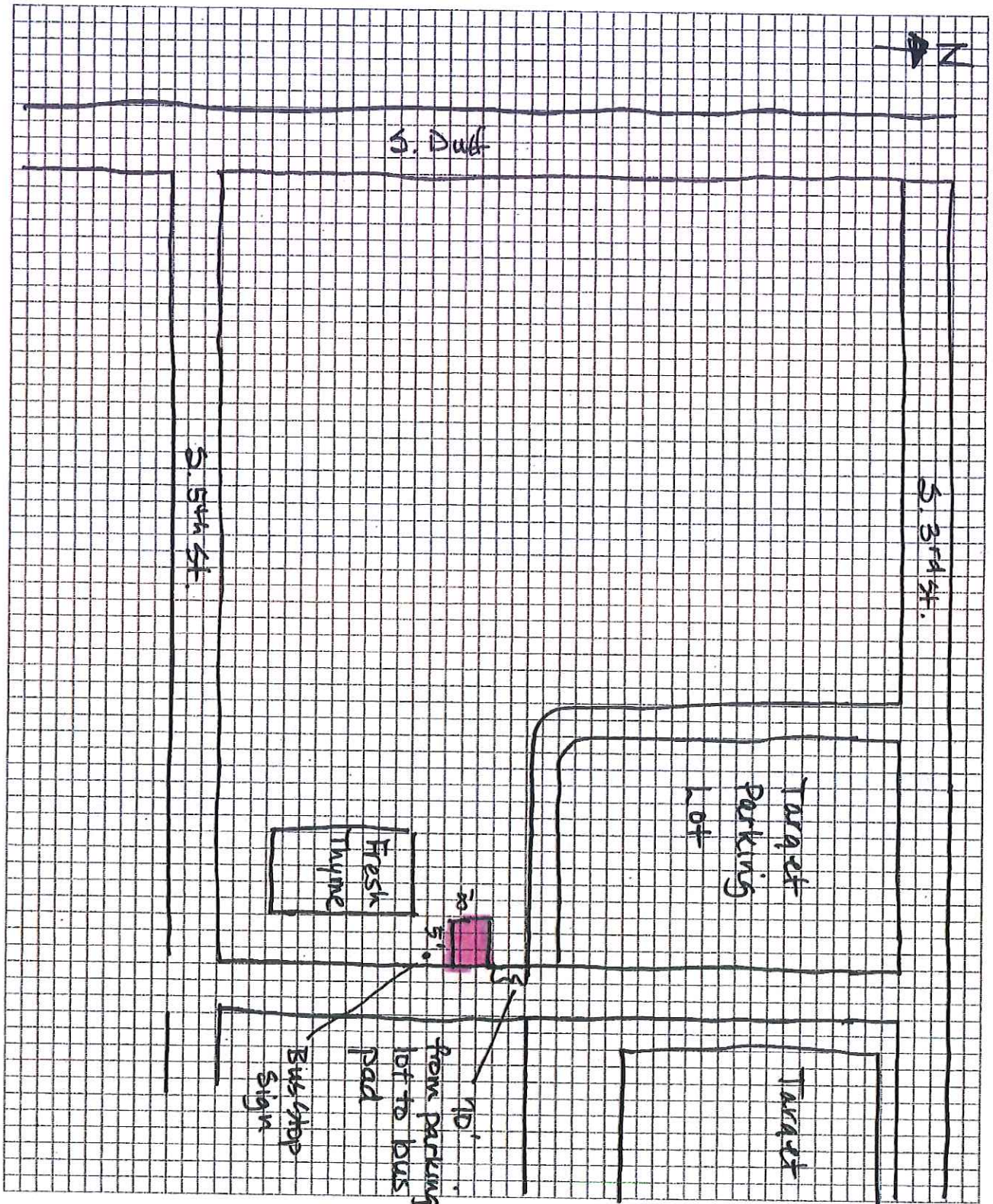
SE 5th St

206-15



CyRide

601 N. University Blvd.
Ames, Iowa 50011



CITY OF AMES, Iowa

MEMO TO: Ames Transit Board of Trustees
FROM: Sheri Kyras
DATE: June 28, 2018
SUBJECT: Story County Hospital MOU Request

BACKGROUND: CyRide received a verbal request to enter into a Memorandum of Understanding with Story County Hospital for emergency transportation services for a significant event, which would impact patients at their hospital. Story County Hospital is located in Nevada, Iowa - outside of CyRide's service area.

In past years, CyRide has entered into a similar agreement (attached) with Mary Greeley Medical Center (MGMC) in Ames, which is within CyRide's service area and affiliated with one of its local funding partners - City of Ames. CyRide does not have a current agreement with MGMC.

INFORMATION: In surveying board member interest in an agreement with Story County Hospital, the following questions/concerns were raised with responses indicated in red.

- **Is Story County Hospital going to reimburse CyRide for this service?** If CyRide agreed to similar terms as in the past MGMC agreement, it would be at our contract rate, which is direct costs (drivers wages, benefits and fuel) plus 62% - \$53 for direct costs versus \$86 for contract rate.
- **How far is CyRide committing to transport people, within Story County?** It probably would be based on a case-by-case basis, depending upon the magnitude of the disaster and availability of nearby facilities to treat patients. Unfortunately, we would not know this information upfront. If the board is uncomfortable with leaving this open-ended, CyRide could set a maximum mile distance from Ames, in which CyRide would be able to transport patients (maybe as far as Des Moines).
- **Given the limitation on drivers and buses, what if the magnitude of assistance needed causes us to have to cut back service to our customers?** I assume an event that would trigger this agreement would be fairly widespread and our daily service would be reduced, similar to the flood in 2010. With that said, CyRide could set an upper limit on the number of buses available so that it would not impact our service. Most likely a summer and school year number, as we have many more buses and drivers in the

summer. Additionally, the MGMC agreement, as previously drafted, included language that states CyRide will need to meet its daily service requirements first.

- **What are the pros and cons about assuming this responsibility?** The pros are in supporting organizations assisting the public in a time of emergency and in creating a positive image for CyRide and the City of Ames/ISU. Cons would be in managing our commitment for service in Ames and to the Hospital if the agreement would be needed. With limitation on distance, and maximum number of buses or past language on meeting daily service first, this impact could be eliminated.

Additionally, the hospital's request is similar to other emergency service MOU's for fire and police service to support the region.

Since receiving the initial request, The Director has had a further conversation with the hospital representative, with the following additional information provided.

- **Maximum number of patients:** 60 – 65 senior care residents/staff/visitors
- **Type of patients transported:** Ambulatory, the hospital has two buses to transport medical patients/non-ambulatory
- **Locations for transport to:** The hospital is in one building and the senior care facility in another. Two scenarios were provided. Under the first scenario, CyRide would transport patients to the other building not impacted. Second, if both buildings were impacted, transportation would be to Ames or possibly Des Moines.

Based on the new information and board member comments, staff has drafted a possible agreement (attached), entitled *Emergency Services Agreement*, which would balance current service needs in Ames with emergency service needs for the hospital. If there is a desire to enter into an agreement, the modifications made to the document could balance these two needs (indicated in red).

ALTERNATIVE:

1. Approve the draft *Emergency Services Agreement* with Story County Hospital for emergency transportation services.
2. Approve the draft *Emergency Services Agreement* with Story County Hospital for emergency transportation services, with modification provided by board members.
3. Do not approve an *Emergency Services Agreement* with Story County Hospital for emergency transportation services.

RECOMMENDATION:

As this is a policy decision, the Transit Director does not have a recommendation.

VENDOR AGREEMENT

This Vendor Agreement is entered into the 19th day of January, 2012 between the Ames Transit Agency d/b/a City of Ames located at 1700 University Blvd., Ames, Iowa 50010 and Mary Greeley Medical Center located at 1111 Duff Ave., Ames, Iowa 50010.

STATEMENT OF THE PARTIES INTENTIONS

The Ames Transit Agency and Mary Greeley Medical Center desire to enter into a Vendor Agreement where the Ames Transit Agency shall provide emergency transportation services as allowed by Federal Transit Administration regulations, if an emergency proclamation is declared by the City of Ames Mayor.

TERMS AND CONDITIONS

1. **Product.** The Ames Transit Agency agrees to provide bus transportation to Mary Greeley Medical Center at the highest priority to the hospital, after meeting its daily service requirements as determined by the agency's Transit Director. These services will be made to the medical facility and/or any other available site designated by Mary Greeley Medical Center. These services will be provided as quickly as possible and no later than 2 hours after official notification.
2. **Pricing.** Mary Greeley Medical Center is purchasing the above services at the Ames Transit Agency's standard published rate each April for additional services.
3. **Billing.** Mary Greeley Medical Center will require an itemized invoice consistent with its established purchasing procedures.
4. **Ordering.** The Ames Transit Agency has provided the following names and phone numbers to be called in the emergency:

Ames Transit Agency (CyRide) - Dispatcher 239-5560

Hours Office is Open:

M-Th 5:30 am to 12:30 am

Fri 5:30 am to 12:30 am (non-ISU school days) and 2:30 am on (ISU school days)

Sat 7:00 am to 12:30 am (non-ISU school days) and 2:30 am on (ISU school days)

Sun 8:00 am to 11:30 pm

Sheri Kyras – Director(Home) 450-5192

.....(Cell) 515-720-3236

5. **Term and Termination.** The term of this agreement shall begin on February 1, 2012 and shall expire on January 31, 2013. This agreement may be terminated by either party with a sixty (60) day written notification.

IN WITNESS WHEREOF, the parties to this agreement have executed this agreement as of the date first written above.

Ames Transit Agency

Mary Greeley Medical Center

By: _____

By: _____

Title: _____

Title: _____

EMERGENCY SERVICES AGREEMENT

This Emergency Services Agreement is entered into the ____ day of July, 2018 between the Ames Transit Agency d/b/a City of Ames (CyRide) located at 601 N. University Blvd., Ames, Iowa 50010 and Story County Hospital (SCH) located 640 South 19th Street, Nevada, Iowa 50201.

STATEMENT OF THE PARTIES INTENTIONS

CyRide and SCH desire to enter into an Emergency Services Agreement where CyRide shall provide emergency transportation services as allowed by Federal Transit Administration regulations, if an emergency proclamation is declared by Story County.

TERMS AND CONDITIONS

1. **Product.** CyRide agrees to provide bus transportation to SCH at the highest priority to the hospital after meeting its daily service requirements, as determined by the agency's Transit Director. These services will be made to the hospital and/or any other available site designated by SCH. These services will be provided as quickly as possible and no later than 2 hours after official notification. Transportation will be provided within a 30-miles radius of Ames.
2. **Pricing.** SCH is purchasing the above services at CyRide's standard published rate each year for additional services.
3. **Billing.** SCH will require an itemized invoice consistent with its established purchasing procedures.
4. **Ordering.** CyRide has provided the following names and phone numbers to be called in the emergency:

Ames Transit Agency (CyRide) - Dispatcher 239-5560
Hours Office is Open:
M-Th 5:30 am to 12:30 am
Fri 5:30 am to 12:30 am (non-ISU school days) and 2:30 am on (ISU school days)
Sat 7:00 am to 12:30 am (non-ISU school days) and 2:30 am on (ISU school days)
Sun 8:00 am to 11:30 pm
Sheri Kyras – Director(Home) 450-5192
.....(Cell) 515-720-3236

5. **Term and Termination.** The term of this agreement shall begin on August 1, 2018 and shall expire on July 31, 2019. This agreement may be terminated by either party with a sixty (60) day written notification.

IN WITNESS WHEREOF, the parties to this agreement have executed this agreement as of the date first written above.

Ames Transit Agency

Story County Hospital

By: _____

By: _____

Title: _____

Title: _____

CITY OF AMES, Iowa

MEMO TO: Ames Transit Board of Trustees
FROM: Sheri Kyras
DATE: June 28, 2018
SUBJECT: CyRide Assistant Mechanic Wage Proposal

BACKGROUND: In the spring of 2017, CyRide had a long-term Mechanic retire. A CyRide Mechanic Assistant was promoted to this position on June 1, 2017, which left an opening for this assistant position. Since the Mechanic Assistant opening occurred, CyRide has had two failed recruitments, with very few applicants. Of the applicants applying for the position, only one individual had both the technical background and ability to pass the hiring test; however, this individual accepted a job offer in another company. As a result, CyRide/City of Ames staff will be opening a new Mechanic Assistant recruitment in the first part of July 2018.

INFORMATION: In reviewing the reasons for the difficulty in finding a qualified individual for the position, CyRide reviewed the wages and hiring practices of its major competitors in this field. The results, compared to CyRide's wages, are listed below.

Company	Starting Wage	Top Wage	Hiring Bonus
Trivista	\$19.00	\$30.41	\$0
CyRide	\$19.97	\$27.70	\$0
PDI	\$20.00	\$.25 raise every 6 mos.	\$0
AE Dairy	\$20.30	Unknown	Unknown
Iowa DOT	\$21.00	\$27.30	\$0
XPO Logistics	\$22.78	Unknown	\$2,000 hiring bonus + monthly bonus incentives
Waste Management	Unknown	Unknown	\$2,000
Ziegler CAT	Unknown	Unknown	\$1,000 Ft. Dodge location only
Sysco	Unknown	Unknown	\$4,500

As a result of this review, it was determined that CyRide's wage range is fairly competitive; however, many of the firms are paying hiring bonuses to new employees in Mechanic-Mechanic Assistant positions. It is believed that this initial pay differential is negatively impacting the

attractiveness of CyRide's position. Additionally, with low unemployment, in an already tight labor market for this position, CyRide is not able to be competitive in this market.

CyRide staff proposes a one-time trial for the next Mechanic Assistant recruitment in July 2018 to determine if this solution is effective in attracting additional, qualified mechanics. The recruitment would include a \$2,000 hiring bonus, payable in three installments as follows:

- $\frac{1}{4}$ (\$500) included on first paycheck
- $\frac{1}{4}$ (\$500) on the first paycheck after the employee has been in the position 6 months
- $\frac{1}{2}$ (\$1,000) on the first paycheck after the employee has been in the position for 18 months

This bonus would not extend to any other positions/classification in the City of Ames and IUOE Agreement dated July 1, 2016 – June 30, 2019 or future recruitments in CyRide's Mechanic Assistant position.

In mid-June, this solution was presented to the International Union of Operating Engineers (IUOE), which represents CyRide's Mechanics. Their membership is supportive of this approach, as illustrated by the signed Memorandum of Understanding by the IUOE.

The \$2,000 cost of this bonus would be divided between the 2018-2019 and 2019-2020 budget years, with an estimated \$1,000 impact to each of these years. CyRide will be able to absorb this smaller unanticipated expense within its \$11 million dollar 2018-2019 budget and will budget this increase in its 2019-2020 budget, if approved by the Transit Board.

ALTERNATIVES:

1. Approve the one-time \$2,000 hiring bonus, payable in three installments for the July 2018 Mechanic Assistant recruitment.
2. Do not approve the one-time \$2,000 hiring bonus for the July 2018 Mechanic Assistant recruitment and direct staff to provide additional information or proposals for consideration.
3. Do not modify the Mechanic Assistant wages in the July 2018 recruitment.

RECOMMENDATION:

The Transit Director recommends approval of Alternative #1 to include a one-time hiring bonus for the July 2018 Mechanic Assistant recruitment. With two failed recruitments, leaving the division short-handed for more than one year, it is believed that this bonus will attract more qualified applicants to be considered for this position and allow CyRide's Maintenance Division to be fully staffed in its maintenance functions. This will allow this division to operate efficiently and effectively during the 2018-2019 budget year and support the fall CyRide 2.0 service modifications.

IUOE Contract Proposal

Problem:

In the spring of 2017, CyRide had a long-term Mechanic retire. This position was filled with a CyRide Mechanic Assistant on June 1, 2017, which left an opening for this assistant position (Class Code 1322 – Mechanic Assistant (CyRide)). Since the Mechanic Assistant opening occurred, CyRide has had two failed recruitments for this position with very few applicants. Of the applicants applying for the position, no applicant possessed both the technical background and ability to pass CyRide's hiring test.

In reviewing the reasons for the difficulty in finding a qualified individual for the position, CyRide reviewed the wages and hiring practices of its major competitors for this position. As a result of this review, it was found that while CyRide's wage range was competitive, many of the firms were paying hiring bonuses to new employees in Mechanic positions. It is believed that this initial pay differential is negatively impacting the attractiveness of CyRide's position. Additionally, with low unemployment, in an already tight labor market for this position, CyRide is not able to be competitive in this market.

Proposed Solution:

For the next Mechanic Assistant recruitment only, which will begin in July 2018, CyRide/City of Ames proposes to include a \$2,000 hiring bonus, payable in three installments as follows:

- ¼ (\$500) included on first paycheck
- ¼ (\$500) on the first paycheck after the employee has been in the position 6 months
- ½ (\$1,000) on the first paycheck after the employee has been in the position for 18 months

This would be a one-time trial only, to determine if the addition of the hiring bonus attracted more qualified applicants to the job opening. This bonus would not extend to any other positions/classification position in the City of Ames and IUOE Agreement dated July 1, 2016 – June 30, 2019 or future recruitments in the Mechanic Assistant position.

**Memorandum of Understanding
City of Ames
And
International Union of Operating Engineers, Local 234
Blue Collar Unit**

June ____, 2018

The City of Ames proposes a one-time hiring bonus for the following CyRide recruitment to be held during July-August 2018:

CLASS		
HTE	CODE	TITLE

The hiring bonus would be for a total of \$2,000, paid over an 18-month period as follows:

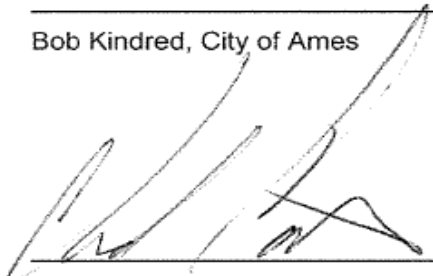
- ¼ (\$500) included on first paycheck
- ¼ (\$500) on the first paycheck after the employee has been in the position 6 months
- ½ (\$1,000) on the first paycheck after the employee has been in the position for 18 months

This agreement does not extend the bonus to other classifications or affect their wages. Their wages will remain as previously agreed upon during the course of contract negotiations.

For the mutual benefit of the City of Ames and IUOE, both parties agree to incorporate the above-stated change to the terms agreed to in the collective bargaining agreement effective July 1, 2019.

Bob Kindred, City of Ames

Date



Chad Carter, IUOE Local 234 (Blue Collar)



Date

Transit Director's Report

June 2018

1. Odyssey of the Mind/RAGBRAI Summer Events

CyRide will be supporting two Ames community events this summer – Odyssey of the Minds (OM) and RAGBRAI. OM was held during the week prior to, and the weekend of, Memorial Day when approximately 15,000 participants, coaches, judges and parents arrived in Ames for the event. CyRide provided additional buses on its current routes to support this event, providing 73,057 rides to OM event-goers during the five-day event on three routes in extreme heat conditions. This is a bi-annual event where CyRide typically operates four routes; however, due to construction on campus, service was reduced to three routes. As a result, ridership was -10.6% from the 2016 level; however, if the fourth route had been operating, ridership would have been +2.2%. Many customer compliments to the service were relayed to CyRide staff.



With Ames being an overnight stay on RAGBRAI, CyRide staff has been working with Ames RAGBRAI event planners to assist with transportation needed for the day – July 24th. Many of the service needs cannot be met by CyRide due to federal charter regulations; however, CyRide will be placing an additional bus on its Green route for the afternoon/evening to support transportation needs between Brookside Park and Downtown Ames. The remainder of the transportation needs will be met by private bus companies.

2. Summer CyRide 2.0 Service Change Update (EASE and #5 Yellow Route)

Beginning on May 7th, the new CyRide 2.0 EASE providing curb-to-curb service in East Ames and the #5 Yellow route services began. The following briefly details the initial ridership on each of these services.

EASE

Since the beginning of the EASE zone service, ridership increased 9% from the compared to the two fixed routes that operated in this area of Ames before May 7th and has increased 25% from the first to the third week of service. The chart below illustrates these changes.

Service	Ridership
EASE Week 1	83
EASE Week 2	95
EASE Week 3	104
Fixed Route – Pink & Green Routes – Three Week Total	258
Ease Service – Three Week Total	282

The busiest times of the day are 8:00 to 10:30 am and 3:30 to 6:00 pm, with the most popular locations being:

- Danfoss
- DMACC
- Daily Queen
- Mainstream Living
- HIRTA
- UPS
- Pizza Ranch

In July, CyRide staff will be developing a short customer satisfaction survey for EASE customers to determine characteristics of the service that are working well or could be improved.

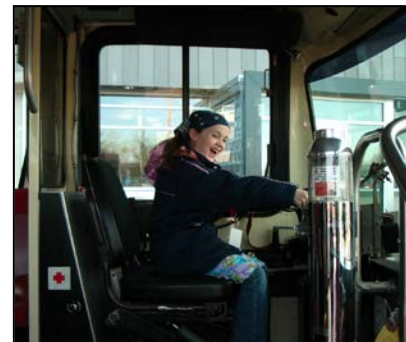
#5 Yellow Route

A similar experience is occurring on the #5 Yellow route where ridership is increasing. Specifically, since the beginning of the changes, ridership has increased by 10% and 24% over the first three week one year ago, as illustrated in the chart below.

Service	Ridership
Yellow Route Week 1	333
Yellow Route Week 2	358
Yellow Route Week 3	365
#5 Yellow Route Ridership for last three weeks in May 2017	854
#5 Yellow Route Ridership for last three weeks in May 2018	1,056

3. CyRide Children’s Tours

Each summer, CyRide offers group tours for daycare, preschool and elementary-aged students to learn more about CyRide. These tours include a brief ride on the bus, sitting in the driver’s seat, riding the bus through CyRide’s bus wash (a particular highlight for the students) and information about how to ride CyRide buses. This year, CyRide has provided more tours to groups than it has in its recent past with 661 tours in May and June 2018, compared to 565 tours during this same time period last year. CyRide has surpassed last summer’s tours for the entire summer in just two months.



This student field trip has become very popular in the community and provides a great introduction to public transit to, hopefully, life-long riders.

4. STIC Federal Funding Update

CyRide recently received its FFY18 (year ending September 30, 2018) federal funding notice for Small Transit Intensive Cities (STIC) funding, which is provided to highly

efficient small urban areas. Eligibility for this funding is based on outperforming larger transit systems in six performance criteria. CyRide has consistently been eligible for five of the six criteria, indicating its efficient service.

This year’s allocation achieved a new level of funding from this revenue source. Typically, CyRide’s total STIC funding ranges between \$850,000 and \$950,000. This is the first year it has exceeded \$1 million dollars with \$1,010, 013 in STIC revenue. The table on the next page briefly breaks down CyRide’s performance in the six categories compared to the national large urban system average for CyRide’s FFY18 allocation.

	Pass. Miles Per Veh. Rev. Mile	Pass. Miles Per Veh. Rev. Hr.	Veh. Rev. Miles Per Capita	Veh. Rev. Hr. Per Capita	Pass. Miles Per Capital	Pass. Trips Per Capita
Large System Avg.	6.34	111.53	11.48	.073	82.31	12.57
CyRide	8.02	83.32	22.63	2.18	181.45	112.27

Beginning in FFY19 (beginning October 1, 2018 – September 30, 2019), the federal law increases the available STIC funding nationwide from 1.5% to 2% of total transit dollars. It is anticipated that this federal funding increase should increase CyRide’s STIC funding by more than \$200,000 per year. This was not reflected in the

2018-2019 budget; therefore, this revenue source should increase CyRide’s Operating Budget closing balance as of June 30, 2019.

5. ICAAP Grant Application Projects

CyRide staff has reviewed its new CyRide 2.0 services and determined that the following routes that could be eligible to receive funding for up to three years of Iowa Clean Air Attainment Program (ICAAP) state funding at an 80% level. Eligible projects can be for new operating and/or capital projects (bus purchases to operate the new services).

- #9 Plum Route – Summer/Breaks
- # 12 Lilac Route
- #1 Red//#7 Purple Routes
- #5 Yellow Route
- #25 Gold Route
- 1-2 new bus to support these routes

Based on this review, CyRide will be developing one or more applications, which are most likely to receive an award, for submission to the Iowa DOT in September 2019. CyRide will present the specifics (which routes, # of buses, budgets, etc.) of the recommended application(s) to the Transit Board at the August board meeting for approval consideration.

6. 2018-2019 Vision

As part of staff's review of CyRide 2.0, it has developed the attached internal strategic plan for CyRide service in 2018-2019, under these changes. This plan includes a vision, goals, performance measures and criteria (measurable and non-measurable), which staff will be completing and monitoring to make CyRide 2.0 modifications as successful as possible. Staff will use this strategic plan over the next year to determine the impact of CyRide 2.0 services, as well as identify opportunities to improve service in 2019-2020.

7. Electric Bus RFP Scope of Work

Staff has developed a preliminary Scope of Work for the Electric Bus Study Request for Proposal (RFP). The attached outline of the scope is attached for board member review. The purpose of including the proposed scope is to determine if board member desire any additional information not included in this scope. The proposed timeline for this RFP and Study is on the next page.

Activity	Time Period
RFP/Scope of Work Development	June 29, 2018
Proposals Developed	June 30 – July 20, 2018
Proposal Evaluation	July 20 – 30, 2018
Proposal Award	August 1, 2018
Contract Negotiation/Approval	August 15, 2018 (Board meeting)
BEB Study	August 16 – November 15, 2018
Study Findings Presentation and Consideration of Next Steps	November 21, 2018 (Board meeting)
Possible BEB Demonstration Project	January – February 2019

8. CyRide Security Access Project Plans & Specifications

CyRide's A & E firm is in the process of developing plans and specifications for CyRide's security access project contained in the current year of the Capital Improvement Plan (CIP) to expand CyRide current security system to the maintenance and bus storage areas of CyRide's building. The budget for this project is \$200,000. The plans and specifications will be presented to the City Council for approval the end of June, with bids due in early August. Once bids are received, CyRide will request board approval, prior to action being taken by the Ames City Council.

9. Student Fee Committee Recommendation

CyRide staff will present its recommendation for the 2019-2020 school year student fee rate for CyRide to Iowa State University's Special Tuition and Student Fee Committee on June 28, 2018. In anticipating possible enrollment decreases, a maximum 5% funding partner increase and maintaining a \$500,000 balance, the student fee would need to increase \$5.50 in 2019-2020 to \$85.10 per full-time student per semester (see attached, "ISU Student Fees and Trust Fund Summary").

2018-2019

Vision, Goals, Performances Measures and Criteria

Vision – CyRide smoothly implements its CyRide 2.0 service modifications during the 2018-2019 fiscal year so that customers are familiar with and are able to use the new system to travel throughout the Ames community.

Goal #1 – Maintain existing ridership trends with no more than a 1-1 ½ percent decline in ridership

Performance Measure: Assuming an ISU enrollment of 36,000 students, 2018-2019 ridership, less transfers, will be no lower than 1½ percent below 2017-2018 ridership levels

Measurable Criteria –

- Fixed Route Passengers/Revenue Hour – 53
- Passengers/Comment (D & U) – 110,000
- # of Accidents in Service – 55
- # of Shelters Cleaned – Twice a year (spring and fall)
- # of Bus Interiors Cleaned – 400
- # of Miles/Roadcall – 26,000
- On-Time Performance – 90% of all scheduled trips are on time (less than 5 minutes based on NextBus)
- System Comments/Passenger -276,000

Non-Measurable Criteria –

- Website will be updated on a timely basis regarding information customers will need to use the service
- Customer comments will be addressed on a timely basis and suggestions considered for possible changes in 2019-2020
- Assess resources in the fall 2018 to determine if changes need to be made for 2019-2020, or before if possible
- Review passenger performance by route measures to match routes with vehicles of adequate size and design depending on route demands.
- Continue a culture of customer service and deliver of service that are responsive to passenger needs.
- Market new bus routes to passengers to strategically encourage ridership along certain corridors (EASE, Lilac, #3 Blue to Target/Walmart) – Shari A.

Goal #2 – Provide service within approved budget

Performance Measure: End the 2018-2019 fiscal year within ½% above or below the budgeted, fixed-route operating expenses (\$9,304,727)

Measureable Criteria –

- Operations Expenses/Revenue Hour – \$65.00
- Operating Expense/Passenger – \$1.25
- Late/no show ratio of .6
- Open runs rate of less than 10% throughout the year; 1st day of class – 85%
- Average days for trainees to complete training of 67 days
- Timeframe for dismissing trainees less than 75 hours
- Annual fixed route maintenance cost - \$2,100,000

Non-Measurable Criteria –

- Develop a monthly budget document that compares the actual expenses, revenues and closing balance fund with estimated expenses, revenues and closing balance based on the budget
- Attract and recruit quality employees at all levels
- Develop ICAAP grants for new bus routes to provide savings for up to three years for new routes. – Shari A.

Zero Emission Bus Roadmap

Scope of Work Outline

Project Timeline: 3-4 months (August – November)

Task 1 – Operations Review

- Bus modeling and route simulation on 5 CyRide routes (same as Proterra Study) – warm and cold conditions
- Optimal range of battery electric vehicles (BEB) in CyRide service - Which routes could operate electric buses all day, total electric bus fleet-size recommendation
- Best practices on:
 - How other systems manage range limitations
 - On route issues that could occur
 - Cold weather impact
 - Vehicle training for drivers and management

Work Product: Bus modeling/route simulation results; list of routes where BEB could be efficiently operated; recommended bus fleet size; best practices on issues

Task 2 – Facility/Equipment Review

- Evaluate CyRide’s current facility and recommend modifications to existing structure
- Recommend facility characteristic and equipment that would be recommended for a new building
- Complete a charge strategy that will work for CyRide system (twice/day, once/day)
- Best practices on facility improvements/new buildings

Work Product: Current CyRide facility recommendations, features of a new facility to accommodate BEB; list of recommended charging equipment for current and new facility, charging strategy recommendation

Task 3 – Maintenance/Fleet Review

- Best practices on:
 - Operational reliability of vehicles – downtime experiences within industry and solutions other systems have found for this issue
 - Common maintenance issues within current technology experienced by other systems with EB
 - Training required for mechanics/management staff - vendor-provided and outside courses
 - Comparison of repair time and cost of EB versus diesel buses
 - Comparison of maintenance cost per mile for BEB versus diesel
- Recommend battery range needed, charging station or other equipment needed
- Recommend whether CyRide should lease or purchase batteries
- Provide comparison of various EB buses available today (range, cost, gross weight, etc.)

Work Product: Best practices memo, battery range recommendation, leasing v versus purchasing batteries recommendation and side-by-side vendor comparison.

Task 4 –Financial/Economic Analysis

- Facility improvements to accommodate EB for current and new building
- EB fleet/charging station/other equipment capital costs for # of buses recommended
- Lifetime cost or Total Cost of Ownership of the recommended fleet size of operating EB buses to 18 years including Ames electrical costs
- Drivers, Mechanics and management training
- Maintenance cost/savings per year of EB fleet vs. diesel counterparts
- Annual fuel versus electric cost on a bus
- Research on funding sources

Work Product: Memo on above analysis and list/recommendation of potential funding sources to pursue

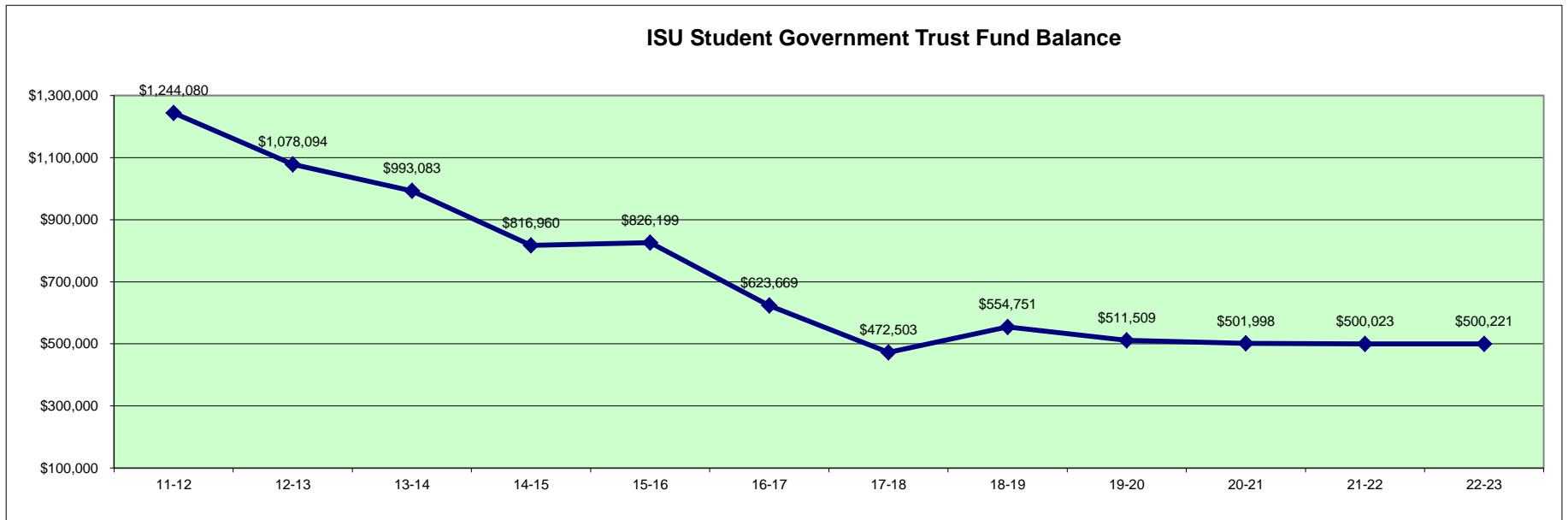
Task 5 – Development of Final Report

Complication of information and refinement of recommendations based on staff and Transit board input after a presentation tentatively scheduled for November board meeting.

Work Product: Written report of Tasks 1-4 with final roadmap/plan for CyRide to deploy BEB.

ISU Student Fees and Trust Fund Summary

	4.0%	4.0%	6.5%	11.9%	13.8%	5.1%	4.9%	5.0%	5.0%	5.0%	5.0%	5.0%
CAPITAL & OPERATIONS	Actual	Actual	Actual	Actual	Actual	Actual	Projected	Projected	Projected	Projected	Projected	Projected
	11-12	12-13	13-14	14-15	15-16	16-17	17-18	18-19	19-20	20-21	21-22	22-23
Budgeted Revenue	\$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	\$6,372,402	\$6,691,022
Actual Revenue	\$3,339,076	\$3,639,853	\$3,892,893	\$4,161,666	\$4,467,677	\$4,954,756	\$5,104,572	\$5,355,515	\$5,660,791	\$6,054,444	\$6,365,426	\$6,686,219
Surplus/(Deficit)	\$134,813	\$140,800	\$166,401	(\$8,278)	(\$278,480)	(\$42,947)	(\$138,019)	(\$149,206)	(\$119,165)	(\$14,511)	(\$6,976)	(\$4,803)
TRUST FUND												
Opening Balance	\$1,099,162	\$1,244,080	\$1,078,094	\$993,083	\$816,960	\$826,199	\$623,669	\$472,503	\$554,751	\$511,509	\$501,998	\$500,023
Interest	\$10,105	(\$1,064)	\$9,758	\$6,712	\$9,239	\$649	\$6,098	\$5,000	\$5,000	\$5,000	\$5,001	\$5,001
Payments												
Extras		(\$77,565)	(\$165,000)	(\$86,000)								
Next Bus		(\$228,158)	(\$96,170)	(\$96,170)								
ICAAP						\$83,579	\$74,755	\$84,397				
Plum Route							(\$94,000)	\$142,057	\$70,923			
Transfers In (Out)	\$134,813	\$140,800	\$166,401	(\$665)	\$0	(\$286,758)	(\$138,019)	(\$149,206)	(\$119,165)	(\$14,511)	(\$6,976)	(\$4,803)
Ending Balance	\$1,244,080	\$1,078,094	\$993,083	\$816,960	\$826,199	\$623,669	\$472,503	\$554,751	\$511,509	\$501,998	\$500,023	\$500,221
% of Budgeted Revenue	38.8%	28.3%	24.9%	19.9%	17.4%	12.5%	9.0%	10.1%	8.8%	8.3%	7.8%	7.5%
Increase	\$0.00	\$0.00	\$0.00	\$1.50	\$2.24	\$6.75	\$2.25	\$4.25	\$5.50	\$7.00	\$5.30	\$5.15
Total Fees	\$62.61	\$62.61	\$62.61	\$64.11	\$66.35	\$73.10	\$75.35	\$79.60	\$85.10	\$92.10	\$97.40	\$102.55
Increase %	0.0%	0.0%	0.0%	2.4%	3.5%	10.2%	3.1%	5.6%	6.9%	8.2%	5.8%	5.3%
Student Semester FTEs	53,331	58,135	62,177	64,914	67,336	67,779	67,744	67,279	66,518	65,737	65,353	65,199
Official Enrollment	29,887	31,040	33,241	34,732	36,001	36,660	36,321	36,072	35,664	35,245	35,039	34,993



CITY OF AMES, Iowa

MEMO TO: Ames Transit Board of Trustees

FROM: Sheri Kyras

DATE: June 28, 2018

SUBJECT: Fall Meeting Dates/Times

BACKGROUND: At the May 3, 2018 Transit Board meeting, board members voted to hold its monthly meetings for the next year on the third Wednesday of every month at 8:00 am. In reviewing the specific dates, there are possible conflicts for many of these dates, particularly during the fall semester. The following lists the specific dates for each month and the conflict discovered.

Month	Date	Conflict
August	15 th	None
September	19 th	Sheri's Vacation
October	17 th	Board of Regents Meeting
November	21 st	Day before Thanksgiving
December	19 th	Finals are Completed the Previous Week
January	16 th	None
February	20 th	None
March	20 th	Spring Break for ISU
April	17 th	Board of Regents Meeting
May	15 th	None

In light of these conflicts, staff would suggest a discussion on whether a different standard-day of the month could be selected for transit board meetings. Please bring any standing meeting dates and any other possible days that might work as a standing meeting time to the meeting, so that we can determine if there are other options.

August

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
No JULY Transit Board Meeting			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15 Transit Board Meeting at 8:00am	16	17	18
19	20 ISU classes begin	21	22	23	24	25
26	27	28	29	30	31	

2018