

May 1, 2023
Regular Session

The Bellevue City Council met on Monday, May 1, 2023 in in Regular Session at 6:30 P.M. in the Council Chambers with Mayor Roger Michels presiding. The Pledge of Allegiance was recited by all present. The roll was called as follows:

PRESENT: Councilmembers Nic Kueter, Lyn Medinger, Tim Roth, Tom Roth and Jayden Scheckel. Also present were City Administrator/Clerk Abbey Skrivseth, Kelley Brown, Toby Giesemann and Teresa Weinschenk.

ABSENT: None.

APPROVAL OF AGENDA:

Mayor Roger Michels reviewed the Agenda and declared it approved.

CONSENT AGENDA

Tim Roth moved with a second by Tom Roth to approve the Consent Agenda. Motion carried unanimously.

- A. Approve Minutes of April 19, 2023 Regular Session
- B. Approve Renewal of Special Class C Retail Alcohol License with Outdoor Service for Lock 12 Effective May 16, 2023 Pending Dram

ONE DESIGN ENGINEERING – POOL ENGINEERING CONTRACT

As requested by the Council at the April 19 Council meeting, Mark Mueller and Skrivseth received responses from three references supplied by Patrick Eagan of One Design Engineering. Skrivseth said all three references gave great responses to Eagan including his quality of work and engineering expenses staying within the amount budgeted. Eagan's proposal totaled \$86,440 and included three phases: concept development (\$12,102), design development and bidding (\$57,050) and construction administration (\$17,288).

Michels requested clarification on how the engineering expenses would be paid for. Skrivseth said the pool group intends to cover all engineering costs but ultimately the City is signing the engineering agreement so any shortfall by the pool group would mean that the Council would have to find a way for the City to cover the cost. Skrivseth reminded everyone that Dream Bellevue is giving \$6,000 and the pool group has nearly \$5,000 raised, which almost covers the concept development phase. The pool group plans to begin their capital campaign process soon but the group wants to have the engineering conceptual design drawn first. When engineering expenses are due, the pool group will transfer money to the City so the City will pay for the engineering costs to provide better record keeping on the project.

Tom Roth asked who would give Eagan direction and how would Eagan know when to continue to move forward with his engineering work. Skrivseth suggested that two council members start attending all of the pool group meetings, no more than two as three council members would make a council quorum. These two council members could provide updates as a regular 'pool update' council agenda item. Scheckel said he could be a council representative for the pool meetings, the council all agreed that Scheckel's engineering

degree would be beneficial. Kueter said he would attend but summer would be hard with little league games, Tim Roth said he could attend if Kueter could not make a meeting. Skrivseth will inform Mueller to include the council on all upcoming pool meeting agenda emails.

Tim Roth moved with a second by Medinger to approve the professional engineering services contract with Patrick Eagan of One Design Engineering. Motion carried unanimously.

APPROVE RESOLUTION NO. 14-23 TO APPROVE A SECOND FUND TRANSFERS FOR FYE 2023

Tom Roth moved with a second by Scheckel to approve Resolution No. 14-23. Roll call vote carried unanimously.

RESOLUTION NO. 14-23

A RESOLUTION APPROVING A SECOND FUND TRANSFERS FOR FYE 2023

WHEREAS, the City of Bellevue deems it necessary to transfers from one fund to another, monthly or annually, and

WHEREAS, the City of Bellevue wishes to move these funds prior to fiscal year 2023,

NOW THEREFORE BE IT RESOLVED by the City Council of Bellevue, IA that the following additional transfers shall be made prior to closing the books on fiscal year 2023:

Account #	From Fund	Account #	To Fund	Description	FYE 2023 Yrly/Budget Amount
5-820-5-6920-630	Elect Interfund Loan	4-810-3-4405-600	Water Ln from Elect -S.6th ST	Internal Loan for Water Replacement Main Prj	\$ 150,000.00
5-810-5-6913-600	Water Electric Loan Payment	4-820-4-4830-630	Electric Interfund Loan Repayment	Internal Loan for Water Main Replacement Project 6th Street	\$ 5,000.00
5-910-5-6910-001	Trsf out from General Fund	4-950-4-4832-126	TIF Transfer In	Correction from County Error, General Fund to TIF	\$ 65,780.46
5-950-5-6910-112	Trsf out from Employ Benefits	4-950-4-4832-126	TIF Transfer In	Correction from County Error, Emp Ben Fund to TIF	\$ 26,094.70
5-840-5-6912-670	Sanitation Trsf Out	4-710-4-4831-200	DS Trsf In Sanitation	Correct pmnt for sanitation loan repmt bc GO loan not revert	\$ 22,500.00

Passed and approved this 1st day of May, 2023.

Roger Michels, Mayor

ATTEST:

Abbey J. Skrivseth, City Administrator/Clerk

APPROVE RESOLUTION NO. 15-23 APPROVING FINANCIAL COMMITMENT TO THE JACKSON COUNTY ECONOMIC ALLIANCE (JCEA)

The City’s first five-year commitment was \$15,000 annually and the second five-year commitment was \$20,000 annually, the annual expense being paid out of Hotel Motel Tax Revenue. When asked, Brown provided an update on what other tax bodies and businesses in the county are financially committing to JCEA. The Council had discussion on whether

the \$20,000 should remain the same or increase. Tom Roth suggested a staggering commitment starting at \$22,000 leading up to \$25,000 annually.

Tom Roth moved with a second by Kueter to approve Resolution No. 15-23 that included a five-year annual commitment of \$22,000, \$23,000, \$24,000, \$25,000 and \$25,000 each year respectively. Roll call vote carried unanimously.

DISCUSSION AND APPROVAL ON OTHER FYE 2023 HOTEL MOTEL TAX REVENUE COMMITMENTS: CHAMBER & DREAM BELLEVUE

Toby Giesemann was present as a Chamber representative to request an additional \$2,500 from the City from Hotel Motel Tax proceeds. Giesemann said that the Chamber's administrative expenses have seen an increase. Also, the Chamber is looking to do a couple new community and tourism events this year, that are not Chamber fundraisers, and having an additional donation from the City would help cover expenses for the events.

When asked, Giesemann said that three Board Members including himself are acting as the Chamber Director and they are receiving a small stipend. The plan is to get a Chamber Director in the future but right now the Board is taking over the role to gain a better understanding of what the Director's job duties are. Giesemann provided the Council with a sheet detailing the Chambers expenses. Tom Roth clarified that essentially the Chamber is asking that their \$7,500 City contribution from Hotel Motel Tax be increased to \$10,000 with the \$2,500 increase.

Tom Roth moved with a second by Kueter to approve the additional \$2,500 to the Chamber for additional economic development support. Motion carried unanimously.

Skrivereth provided up update on Dream Bellevue. Once the \$450,000 endowment is fully funded, then \$20,000 will be distributed annually to the community of Bellevue in a grant style process. The endowment will help Bellevue annually essentially forever. Examples of what Dream Bellevue has already funded from its fundraising milestones include the bike rental program, life jacket and fishing pole loaner station, the proposed new municipal pool engineering design and lock and dam public camera (to be installed). Skrivereth pointed out all of these projects could have been done at the expense of the taxpayers if not for Dream Bellevue. Currently, Dream Bellevue is closing in on the last \$100,000.

Skrivereth requested that the Council consider a donation from the Hotel Motel Tax. It is estimated that a surplus of \$20,000 will be received in the current fiscal year, mainly due to the increase in revenue from Off Shore Resort. Medinger, whom is also on the Dream Bellevue Committee with Skrivereth, suggested the Council consider to pledge an annual donation to spread out the Hotel Motel Tax revenue. Tom Roth had reservations and felt that he could not support taxpayer money for this when it was unknown on what funding the committee would spend it on. Tim Roth thought it was good for the City and the community. Skrivereth noted past projects have already supported items that the Council has supported. Skrivereth and Medinger said that a sub committee would be formed for the grant giving process when the time comes, details have not been finalized as the endowment is not fully funded.

Tim Roth moved with a second by Scheckel to approve \$5,000 for four years beginning with FYE 2023 for a total commitment of \$20,000. Roll call vote:

AYES: Kueter, Tim Roth and Scheckel

NAYES: Tom Roth

ABSTAIN: Medinger (on Dream Bellevue Committee)

Motion passed 3-1.

APPROVE RESOLUTION NO. 16-23 SETTING PUBLIC HEARING AMENDING THE CURRENT BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2023

Tom Roth moved with a second by to approve Medinger Resolution No. 16-23. Roll call vote carried unanimously.

RESOLUTION NO. 16-23

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET				
City of BELLEVUE				
Fiscal Year July 1, 2022 - June 30, 2023				
The City of BELLEVUE will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2023				
Meeting Date/Time: 5/17/2023 06:30 PM		Contact: Abbey J. Skrivseth		Phone: (563) 872-4456
Meeting Location: City Hall Council Chambers, 106 N. Third Street				
There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult https://dom.iowa.gov/local-gov-appeals .				
REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	1,220,797	0	1,220,797
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	1,220,797	0	1,220,797
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	445,940	220,766	666,706
Other City Taxes	6	347,043	0	347,043
Licenses & Permits	7	0	8,773	8,773
Use of Money & Property	8	0	146,799	146,799
Intergovernmental	9	576,873	139,867	716,740
Charges for Service	10	6,023,455	101,638	6,125,093
Special Assessments	11	0	0	0
Miscellaneous	12	49,120	32,935	82,055
Other Financing Sources	13	0	175,000	175,000
Transfers In	14	1,500,904	38,216	1,539,120
Total Revenues & Other Sources	15	10,164,132	863,994	11,028,126
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	1,020,851	145,000	1,165,851
Public Works	17	528,771	139,000	667,771
Health and Social Services	18	0	0	0
Culture and Recreation	19	353,241	113,750	466,991
Community and Economic Development	20	339,500	65,500	405,000
General Government	21	586,610	22,500	609,110
Debt Service	22	433,469	55,750	489,219
Capital Projects	23	0	0	0
Total Government Activities Expenditures	24	3,262,442	541,500	3,803,942
Business Type/Enterprise	25	5,138,454	513,000	5,651,454
Total Gov Activities & Business Expenditures	26	8,400,896	1,054,500	9,455,396
Transfers Out	27	1,500,904	38,216	1,539,120
Total Expenditures/Transfers Out	28	9,901,800	1,092,716	10,994,516
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	262,332	-228,722	33,610
Beginning Fund Balance July 1, 2022	30	6,489,359	0	6,489,359
Ending Fund Balance June 30, 2023	31	6,751,691	-228,722	6,522,969
Explanation of Changes: Multiple items changed since the original FYE 2023 budget was approved. The Council rescinded their decision to open up the Municipal Swimming Pool causing unbudgeted pool expenses. TIF and transfer revenues increased due to the timing of a FYE 2022 TIF revenue error not being able to be corrected until July 2023. The City saw an overall increase in insurance expenses for workers comp, liability, properties, and vehicles due to replacement cost increases from the current economy. Failing water infrastructure led to the South Sixth Street Water Main Project being financed through an internal electric fund loan. The water fund also painted the water reservoir and experienced increases in equipment/repair costs including hydrants. The GO sanitation loan was originally budgeted as a revenue loan. The Fire Department's Capital Campaign has a goal to purchase a new brush truck but the timing of the purchase is unknown due to the current economy's supply chain. Street maintenance expenses increased of which some was offset by the County's RCTP grant and part was in conjunction with the IA DOT paving project. The Sanitary Sewer Department purchased a new jetter, the timing of this purchase was unknown at budget time due to the unstable supply chain with the current economy. The telecommunication system local access channel equipment was upgraded.				

Roger L. Michels, Mayor

ATTEST:

Abbey J. Skrivseth, City Admin/Clerk

**APPROVE FYE 2024 CONTRACT FOR TRANSPORTATION SERVICES
BETWEEN CITY OF BELLEVUE, DUBUQUE AND JACKSON COUNTY
REGIONAL TRANSIT AUTHORITY**

Kueter moved with a second by Scheckel to approve the RTA contract with the Bellevue, Dubuque and Jackson County Regional Transit Authority. Motion carried unanimously.

**Contract for Transportation Services
Between
City of Bellevue
And
Delaware, Dubuque and Jackson County Regional Transit Authority**

WHEREAS, City of Bellevue (hereafter referred to as “Bellevue” or “Provider”) has an interest in the provision of certain passenger transportation services for dependent youth, low income, disabled and elderly persons who are residents of the City of Bellevue, Iowa, which is located within Region 8 of the Iowa Regional Transit System, and

WHEREAS, Delaware, Dubuque and Jackson County Regional Transit Authority (hereafter referred to as “RTA”) has been officially designated as the regional transit system for Region 8 in the State of Iowa pursuant to Section 324A(1), Code of Iowa, and has vehicles and employees available for providing transportation support services to those persons,

NOW, THEREFORE, IN CONSIDERATION OF THE MATTERS DESCRIBED ABOVE, AND OF THE MUTUAL BENEFITS AND OBLIGATIONS SET FORTH IN THIS AGREEMENT, THE PARTIES DO HEREBY MUTUALLY AGREE AS FOLLOWS:

A. Purpose and Timeframe

1. The purpose of this contract is to arrange for public transit services under the auspices of the designated public transit system.
2. Subject to the termination provisions of paragraph “J” below, the contract period shall begin on July 1, 2023 and continue through June 30, 2024. Any extension or renewal of this contract shall be in writing and mutually agreed upon by both parties.

B. Description of Service

1. All transit services will be open to the public within the service area and provided without discrimination based upon any class recognized or protected by law.

2. Service shall be provided Monday through Friday except on any Holiday observed by Bellevue. Those holidays include, but are not limited to: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve and Christmas Day.
3. Service shall be available between the hours of 8:00 A.M. and 4:00 P.M. on any day that the service is provided.
4. Service shall be daily demand responsive transportation. Transportation will occur within the City of Bellevue, Iowa. While transportation will be open to the general public, it is expected the services will primarily serve the needs of older adults, persons with disabilities and children. Though not limited by purpose, it is anticipated that common destinations will include medical facilities, schools, grocery stores and nutrition sites.
5. Access to service may be obtained by calling the City of Bellevue, City Clerks Office at (563) 872-4456 between the hours of 8:00 AM and 5:00 PM. Requests for ride reservations shall be made at least 24 hours in advance. The dispatcher in Dubuque will communicate directly with the city staff at the City of Bellevue and volunteer drivers by phone. Scheduling and dispatching support shall be provided by the City Clerk's Office at (563) 872-4456 between the hours of 8:00 AM and 5:00 PM, and by the RTA Transit dispatch number at 800-839-5005 between the hours of 5:00 AM and 5:00 PM. Call takers on duty will be responsible for contacting an appropriate driver by the appropriate means. City of Bellevue, and RTA agree to employ and adopt reasonable measures for receiving, processing and administering requested services covered by this agreement.
6. Fares for transportation services shall be a suggested donation of \$1.00 for each passenger stop. Passengers may be requested to donate an additional \$1.00 for each return and \$2.00 for any wait that exceeds 10 minutes in duration.
7. Any other use of the vehicle (hereinafter "incidental use") must be approved in advance by RTA. No state or federal assistance will be paid for such service and Federal Transit Administration (hereinafter "FTA") rules regarding incidental service must be honored. Such incidental services shall not exceed 20% of the total usage of any vehicle provided by RTA and shall be subject to separate reporting requirements outlined herein.
8. All services funded under this contract and all uses made of RTA owned vehicles shall be insured by the RTA.

C. Responsibilities Regarding Vehicles

1. RTA will provide vehicles as outlined in and under the terms of the Lease of Public Transportation Vehicles ("Lease"). The RTA shall rotate Bellevue's van within the RTA fleet and maintain a backup van in the event the primary vehicle is taken out of service for repairs, inspections, etc.

2. The Provider agrees to pay \$2,000 per year, the said rental amount being due upon effective date of this User Agreement.
3. The provider will provide gas to the RTA vehicle.
4. The Provider will incur costs for routine maintenance and major repairs and provide invoices to RTA for reimbursement.
5. The provisions of the Lease and this agreement shall be subject to any applicable rule or regulation of the Federal Transit Administration or the Iowa Department of Transportation, Office of Public Transit, or any branch or committee of each that is binding on either party to this agreement, or to any applicable agreement made by either party to this agreement and approved by the FTA or IDOT. The provision of this agreement shall be deemed to be amended by any such rule, resolution, or agreements to the extent that the provisions are in conflict with same. Information applicable to this agreement regarding such rules, resolutions, and agreements will be furnished to Bellevue by RTA within a reasonable time after the effective date of such rules, resolutions and agreements. City of Bellevue agrees to follow any and all applicable laws.

D. Other Provider Responsibilities

1. Provider shall serve as an independent contractor. It is the express intention of each of the parties that the relationship created between them by the provision of vehicles under this contract is that of lessor-lessee. RTA is not an employer of Bellevue. Provider is not an employee of RTA. An agent, employee, or servant of Bellevue shall never be or deemed to be the employee, agent, or servant of RTA. In this connection, Bellevue shall have the sole right to hire and fire all drivers, and shall exercise all control, direction, and supervision over them with respect to the physical details of the work to be performed and the manner in which the work is performed. RTA shall not, nor shall have the right to, exercise any control, direction, or supervision over any of the same, except to the ultimate discharge of services under this contract. However, Bellevue agrees to replace any driver of any vehicle to whom RTA shall object as not being a careful and competent driver.
2. Provider shall maintain an accounting of 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. Provider shall provide to RTA on a monthly basis all necessary information including statistical reports which shall contain information regarding the number of rides, miles and hours logged, inspection forms, etc. Provider will bill 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. This information gathering shall be largely accomplished in the daily inspections and the completed driver's schedules are faxed to the RTA offices at 563-557-3176 each month. Included with the schedule results will be a

- tallying of all ride fares collected. Minimal additional specific records are required.
4. Provider shall permit inspection of its vehicles, services, books, and records by RTA or agencies providing funding to RTA upon the request of RTA at a mutually agreeable place and time and with reasonable advance notice.
 5. Provider shall accept all risk and indemnify and hold RTA 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 the City of Bellevue or its employees, volunteers, drivers or agents.
 6. Provider shall notify the RTA in the event of any unavoidable interruption or delay in service. Bellevue shall promptly resume performance on removal or cessation of the cause of the interruption or delay in service.
 7. Provider shall promptly notify RTA of any incident, complaint, demand or claim relating to any passenger serviced under this contract or which relates to any injury to person or property in the provision of services under this contract.
 8. Provider shall comply with all applicable state and federal laws, including but not limited to, FTA charter rules equal employment opportunity laws, nondiscrimination laws, traffic laws, motor vehicles equipment laws, confidentiality laws, and freedom of information laws.
 9. Drivers under this contract will be selected, employed, controlled and supplied by the City of Bellevue. It is anticipated that they will be serving the City of Bellevue on a volunteer basis. All drivers under this contract shall be required to have proper licensing. Provider shall be responsible for conducting a driving records background check and a criminal background check for its drivers. All drivers under this contract will also be required to go through appropriate operator/volunteer driver training which is appropriately required and provided for by RTA. All vehicles shall be operated only by safe, careful, legally qualified, and properly licensed drivers. Provider shall cause the vehicles subject to this agreement to be used and operated with reasonable care and precaution to prevent loss and damage to such vehicles due to negligent or reckless use, abuse, fire, theft, collision, or injury to persons or property.
 10. City of Bellevue may, but is not required under this contract, to establish a drug and alcohol testing program conforming to the rules of the Federal Transit Administration.

E. Other RTA Responsibilities

1. RTA shall provide driver training services as follows:
 - A. Defensive Driving. Defensive driving courses will be outsourced to

appropriate training facilities or programs. RTA agrees to assist in making those arrangements.

- B. First Aid/CPR. First Aid and CPR training will be outsourced to appropriate training facilities or programs, including but not limited to, through Northeast Iowa Community College and the Red Cross or similar facility or program. RTA agrees to assist in making those arrangements.
 - C. Passenger Assistance Training. Passenger assistance training to primarily deal with wheel chairs and persons with disabilities may be outsourced to appropriate training facilities or programs when possible; otherwise it will be provided by a trained RTA staff member.
2. Dissemination of information about transit services provided under this contract shall be the responsibility of RTA as follows: RTA may, from time to time and as needed, create and/or distribute brochures, flyers, website and public service announcements and other information regarding dispatch and daily route training, vehicle inspections and other safety procedures.
 3. RTA shall provide operational subsidies for public transit services under the terms identified in this contract. These subsidies shall be computed at \$0.15 per each revenue mile of service and \$0.70 per each passenger ride.
 4. RTA shall, based on the full cooperation of Provider and the information supplied by Provider, other contractors and its own records, prepare all required reports to the Iowa Department of Transportation, Office of Public Transit.
 5. RTA shall assist Provider as necessary in the design and scheduling of transit services to meet the needs of the service area in the City of Bellevue.
 6. Provision of services beyond the terms of service; In the event Bellevue requires or requests the use of any additional van, such van will be made available on a "sale of service" basis only so long as RTA has available sufficient vehicles of the size and type requested or required by Provider. Such sale of service may include but not be limited to an hourly fee of \$41.00 per hour to cover the cost of the bus or van and its driver.
 7. RTA shall accept all risk and indemnify and hold Provider 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 RTA or its employees or agents.

F. Compensation

1. Fully-allocated operating costs for services under this contract are estimated at 7,500 service miles, 2,400 rides and 1,200 hours of service, based on FY19 (pre

COVID) anticipated stats, delivered by volunteer drivers operating an RTA minivan that is fueled by and at the expense of the Provider.

2. RTA shall subsidize the transportation at a rate of \$0.15 per mile for all service miles and \$0.70 for each passenger ride.
3. The costs of services under this contract identified in *F.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 to reflect such increased costs. Should circumstances change to reduce actual costs below the estimated level any surplus funds shall be credited on a pro-rata basis toward transportation services of Provider during the following fiscal year. In the event either party desires to modify any price, it shall submit to the other a complete statement of all items of cost with respect to the services or supplies as to which the modification is desired.
4. Subsidy payments for public transit services under this contract shall be on a city reimbursement basis and shall be distributed to Provider within one week of receipt by RTA of that billing/reporting information required of Provider.

G. Reporting

1. The following items shall be reported by Provider with each billing statement:

The number of rides, miles logged, hours of service and days of service according to the additional detail specifications set forth below.

This information is best obtained by providing RTA with daily copies of drivers' schedules. Information to be included on the schedules can be mutually determined by RTA and Provider.

2. Within 15 days after the end of each fiscal quarter, Provider shall furnish the following information concerning open-to-the public transportation services provided during the preceding quarter under this contract:

Total Rides (including general public and youth)
Rides by non-disable elderly persons
Rides by disabled elderly persons
Rides by non-elderly disabled persons
Total vehicle miles
Total revenue miles
Total service hours
Total passenger revenue (collected fares)
Total contract revenue (from RTA, Provider and fares)
Total cost of services delivered

Total local tax support (if applicable to cover in-house costs)
Total state and federal assistance requested (break out determined by RTA)
Total other revenues

3. Bellevue shall furnish information similar to that required in *G.2a* for any incidental services provided during the preceding quarter under the terms of *B.7* above.
4. Within 30 days after the end of the State fiscal year (June 30), Bellevue shall provide a separate year-end summary of the data requested under *G.2.* for public services provided and for incidental services provided and shall show the total surplus/shortfall for each.
5. The following items shall be reported to RTA on an on-going basis:
 - a. Accidents involving vehicles owned by RTA;
 - b. Incidents or complaints involving passengers carried under this contract;
 - c. Cancellations or significant delays in services provided under this contract; or
 - d. Emergency use of subcontractors to avoid service interruptions.

H. Entire Agreement

1. This contract, with Exhibits, contains the entire agreement between Provider and RTA. 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.

I. Amendments

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

J. Termination

1. Cancellation of this contract may be initiated by either party through written notice to the other party at least 30 days prior to the date of cancellation.
2. Such cancellation by either party shall be effective on the date specified for cancellation.
3. The parties' respective duties to indemnify shall survive cancellation.

K. Saving Clause

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

L. Assignability and Subcontractings

1. This contract is not assignable to any other party without the express written approval of the Provider and the RTA with 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 Provider without the express written approval of RTA
3. Notwithstanding the provisions in L.2. above, it is hereby agreed that Provider may under emergency circumstances temporarily subcontract any portion of the service if it is deemed necessary by Provider to avoid a service interruption. RTA shall be notified, in advance if possible, each time this provision is invoked.

M. Notices

1. Any notice shall be deemed to be sufficiently given on the date of mailing if sent by registered or certified mail with return receipt requested to either party's address set forth in this agreement. Notice may also be given by such other means as may be agreed between Provider and RTA.

N. Governing Law

1. This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa.

O. Waivers

1. The waiver of any right by either party shall not be construed as a waiver of the same right at a future time or as a waiver of any other right.

P. Titles

1. Paragraph title of this agreement are for the parties' convenience and are not to be used to explain, modify, amplify, or interpret any provision of this agreement.

ADOPTED BY THE PARTIES AS WITNESSED AND DATED BELOW, SUBJECT TO THE CONCURRENCE OF THE IOWA DEPARTMENT OF TRANSPORTATION, OFFICE OF PUBLIC TRANSIT. *(If concurrence from another funding agency is also needed, that information may be added.)*

Executed in duplicate at Bellevue, Iowa, the day and year first written above.

For City of Bellevue:

Printed Name: Roger Michels
Its: Mayor

Date

For Delaware, Dubuque and Jackson County Regional Transit Authority:

Printed Name: Kelley Deutmeyer
Its: Executive Director

Date

APPROVE JOB POSTING OF SENIOR CENTER DINING ROOM & ACTIVITY COORDINATOR

With regrets Michelle Abernathy is stepping down as the Senior Center's Dining Room and Activity Coordinator. Abernathy said she would be willing to help cover the lunch hour until her replacement is found and then volunteer when her schedule allows. Skrivseth said that Abernathy did a great job in this new position and helping get the senior meal program back up and running smoothly.

Tom Roth moved with a second by Kueter to accept Abernathy's resignation and approve the job posting for the Senior Center Dining Room and Activity Coordinator. Motion carried unanimously.

APPROVE 2023 SPECIAL EVENTS APPLICATIONS

Tim Roth moved with a second by Scheckel to approve five 2023 Special Event Applications including some street closures for the following: Bellevue American Legion Post 273 on May 29, Bellevue Heritage Days on July 1 and 2, St Joseph Church Pork Roast on September 3, Bellevue Arts Council Fishtival on September 9 and Bellevue Community School Homecoming Parade on September 29. Motion carried unanimously.

ADJOURNMENT

As there were no other matters on the agenda for discussion, Mayor Roger Michels adjourned the meeting at 7:25 P.M.

City Administrator/Clerk

Mayor