

Council/Staff Planning Session

1. Meeting Date And Time

- 1.I. June 15, 2022 6:00 P.m., Council Chambers, 105 Milwaukee Mall Note: Mayor, Council And Staff Will Be Attending This Meeting In Person In The Council Chambers. Public Can Attend In Person Or They Can Attend The Meeting Via Zoom.com: Meeting ID 787 065 8066 Phone Number To Call To Participate Via Telephone: 312-626-6799

2. Call To Order

3. Mayor's Comments

4. Street Closures For Fireworks And Firecracker 5K Race

Documents:

[STREET CLOSING REQUEST FIREWORKS 2022.PDF](#)
[STREET CLOSURE REQUEST FIRECRACKER RACES 2022.PDF](#)

5. 28E Agreement Between City And FSWCD Coordinating Rural Water Quality Practices/ Sponsored Project

Documents:

[AIS 5- 28E SWCD \(PACKET\).PDF](#)

6. Discuss Evaluation Process For City Administrator And City Clerk

Documents:

[AIS 6 - CITY ADMIN AND CLERK REVIEW FORMS \(PACKET\).PDF](#)

7. Renewal Of Transit Agreement With Circle K/Dan And Tammy Elthon

Documents:

[AIS 7 - TRANSIT RENEWAL CIRCLE K\(PACKET\).PDF](#)

8. Renewal Of City/County/Regional Transit Agreement With NIACOG

9. City Administrator Report

10. Board, Commission Or Committee Reports

11. Adjourn

CHARLES CITY STREET CLOSING REQUEST AND PERMISSION FORM

THE ORGANIZER AND OR APPLICANT AGREES TO ACCEPT RESPONSIBILITY OF THIS EVENT.

DATE OF APPLICATION: **June 6, 2022**

1. DATE OF CLOSING: **Sunday, July 3, 2022** TIME: **9 p.m.**
2. DATE OF REOPENING: **Sunday, July 3, 2022** TIME: **11 p.m.**
3. REASON FOR CLOSURE: **Fourth of July Fireworks Show**
4. STREET(S) TO BE CLOSED: **Main Street Bridge, from Court Street to Riverside Drive**
5. ALL AFFECTED PROPERTIES HAVE BEEN NOTIFIED? **YES X** NO

6. PERSON OR ORGANIZATION SPONSORING EVENT: **Main Street Charles City**

ADDRESS: **401 North Main Street**

PHONE# **(641) 228-2335**

PERSON IN CHARGE (IF ORGANIZATION): **Mark Wicks**

PHONE# **(641) 330-1874**

SIGNATURE: _____



7. ANY SPECIAL INFORMATION:

Same set up as previous years

INTERNAL USE:

8. AUTHORIZATION IS HEREBY: GRANTED _____ DENIED _____ TO THE ABOVE
NAMED PERSON OR ORGANIZATION FOR A STREET CLOSURE ON THE ABOVE DATES
AND TIME.

CHIEF OF
POLICE

9. NOTIFICATION TO:

SUPERINTENDENT OF THE STREET DEPARTMENT _____

FIRE DEPARTMENT _____

AMBULANCE _____

CHARLES CITY STREET CLOSING REQUEST AND PERMISSION FORM

THE ORGANIZER AND OR APPLICANT AGREES TO ACCEPT RESPONSIBILITY OF THIS EVENT.

DATE OF APPLICATION: **June 10, 2022**

1. DATE OF CLOSING: **Monday, July 4, 2022** TIME: **5 a.m.**

2. DATE OF REOPENING: **Monday, July 4, 2022** TIME: **10 a.m.**

3. REASON FOR CLOSURE: **Annual Firecracker 5 Races**

4. STREET(S) TO BE CLOSED: **Salsbury from Clark Street to Owen Street**

** Need police traffic control with lights where the trail crosses South Grand Avenue by Treasure Chest and Mick Gage Plumbing & Heating from 7:30-8:45 a.m. ... we will also provide a volunteer but having flashing lights is important due to some near-misses in the past

** If possible could also use police traffic control where Salsbury crosses Clark Street to the trail from 7:20-8:45 a.m.

5. ALL AFFECTED PROPERTIES HAVE BEEN NOTIFIED? **YES X** NO

6. PERSON OR ORGANIZATION SPONSORING EVENT: **Main Street Charles City**

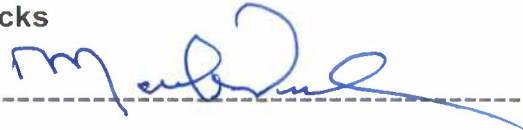
ADDRESS: **401 North Main Street**

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PERSON IN CHARGE (IF ORGANIZATION): **Mark Wicks**

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SIGNATURE: _____



7. ANY SPECIAL INFORMATION:

Same set up as previous years

INTERNAL USE:

8. AUTHORIZATION IS HEREBY: GRANTED _____ DENIED _____ TO THE ABOVE

NAMED PERSON OR ORGANIZATION FOR A STREET CLOSURE ON THE ABOVE DATES

AND TIME.

CHIEF OF
POLICE

9. NOTIFICATION TO:

SUPERINTENDENT OF THE STREET DEPARTMENT _____

FIRE DEPARTMENT _____

AGENDA ITEM SUMMARY

Subject: 28E Agreement – City & Floyd Soil Water Conservation District

Background Summary:

Attached is the most recent draft of a 28E agreement between the City and Floyd Soil and Water Conservation District. This agreement generally lays out the parameters for our partnership with SWCD to implement the watershed improvement projects that we are funding with a portion of our Sponsored Project Dollars awarded from the WRRF Project.

SWCD will act as the point entity in terms of outreach with landowners and farmers to promote and implement water quality best management practices. Ultimately landowners will enter into an agreement with the City to install and maintain those practices for a set period of years and in return the City will reimburse the landowners once installed for the majority to all of the cost of the project.

Brad Slotter, along with Doug Johnson of Floyd County SWCD, Ann Seda with IDNR, myself and others have assisted in creating the document. We're looking to get this approved in short time frame as Doug is working with farmers already to get some projects lined up.

IDNR is generally accepting of the layout of the agreement and we are currently working on ironing out some final details. That being said we wanted to get this draft to you for initial review and consideration.

**AGREEMENT
BETWEEN THE CITY OF CHARLES CITY, IOWA
AND
THE FLOYD SOIL & WATER CONSERVATION DISTRICT
FOR
SRF WATER RESOURCE RESTORATION PROJECTS**

This Agreement is entered into the ____ day of _____, 2022, by and between the City of Charles City, Iowa, (City) and the Floyd Soil and Water Conservation District (SWCD) for the purpose of coordinating and implementing rural water quality practices as part of the Charles City Watershed Sponsored Project.

RECITALS

A. The Iowa Finance Authority (IFA) and the Iowa Department of Natural Resources (IDNR) have awarded the City funding from the State Revolving Fund (SRF) to plan and implement urban and rural water quality improvement practices in the City of Charles City and in the Charles City Watershed (the Watershed), which funding is provided as part of the Charles City Watershed Sponsored Project.

B. As a recipient of SRF funds, the City is obligated to assure and certify to the DNR and IFA that it will comply with the accomplishment, deliverables, and terms and conditions of the SRF and Charles City Watershed Sponsored Project.

C. The City desires to contract with SWCD for the purpose of identifying, facilitating, and completing water resource restoration projects within the Watershed in accordance with the terms of the Charles City Watershed Sponsored Project and this Agreement.

D. The City and the Floyd SWCD are qualified entities to enter into an agreement pursuant to Iowa Code Chapter 28E.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

SECTION 1. IDENTITY OF THE PARTIES.

1.1 Charles City is a municipality of the State of Iowa, organized and operating pursuant to Iowa Code §364. The City's address is 105 Milwaukee Mall, Charles City, Iowa, 50616.

1.2 The Floyd Soil and Water Conservation District is established pursuant to Iowa Code §161A. The Floyd SWCD's address is 623 Beck Street, Charles City, Iowa 50616.

SECTION 2. PURPOSE.

The purpose of this Agreement is to provide for the manner in which the parties will identify, facilitate, and complete SRF-eligible water resource restoration projects (the Projects) within the Charles City Watershed (HUC 070802011002, 070802011003, and part of 070802011005) as depicted in Exhibit A. The Projects may include, but shall not be limited to, the following:

- 1.) Stormwater management practices in the Iowa Stormwater Management Manual.
- 2.) Agricultural Best Management Practices (BMPs) in the NRCS field office technical guide.

SECTION 3. POWERS AND DUTIES.

The parties to this Agreement shall retain all powers and duties conferred by their respective enabling acts but shall assist each other in the exercise of these powers and the performance of these duties as set forth herein.

SECTION 4. THE FLOYD SOIL & WATER CONSERVATION DISTRICT RESPONSIBILITIES.

4.1 The Floyd Soil & Water Conservation District (SWCD) is responsible for coordinating projects within the Watershed as follows:

- 1.) Identifying water quality concerns, water quality improvement opportunity, and the most effective best management practices for water quality improvements within the Watershed.
- 2.) Identifying and coordinating Projects in accordance with the Charles City Watershed Project objectives and goals set forth in the Charles City Watershed Plan and other relevant documents.
- 3.) Assisting landowners in the Watershed with applying for SRF funding and coordinating the submission of such documentation and information from the landowners to the City as requested by the IFA and IDNR.
- 4.) Identifying any permits required for the Projects and assisting the City with obtaining any required permits.
- 5.) Coordinating the design, construction observation, approval, and completion of Projects and practices.
- 6.) Ensuring all BMPs meet or exceed Iowa DNR approved standards.
- 7.) Furnishing the necessary personnel, labor, equipment, material, and/or services and otherwise doing all things necessary for or incidental to the performance of its obligations set forth herein.

4.2 In conjunction with the Projects, the Floyd SWCD will also be assisting landowners with applying for, and determining eligibility for, state and federal cost share dollars for NRCS and IDALS funding. SRF funding is not available to replace or compete with

existing cost-share programs, and accordingly NRCS and IDALS funding must be utilized (if available) before landowners are eligible for SRF funding. The Floyd SWCD shall be responsible for coordinating SRF Project funding with funding from other programs as follows:

- 1.) The Floyd SWCD will assist landowners in the Charles City Watershed with designing and installing best management practices (BMPs) that improve water quality and decrease flooding. The Floyd SWCD shall utilize the Charles City Watershed Plan to coordinate projects in the Watershed.
- 2.) The Floyd SWCD will assist the City with facilitating the process set forth in Exhibit B for providing funding to landowners in the watershed for eligible BMPs. The cost-share rate for eligible BMPs is detailed in attachment C, Charles City Watershed Project Best Management Practices Eligible for SRF Cost-Share Funding from the City of Charles City. The Floyd SWCD shall require applicants to apply for and determine eligibility of NRCS and IDALS funding prior to applying for and receiving SRF funds for cost-share practices.
- 3.) The Floyd SWCD will utilize NRCS/IDALS Technicians to assist with providing estimated costs for practices.
- 4.) The Floyd SWCD shall review and analyze all eligible BMPs applications in the chronological order received and shall coordinate the funding of such BMPs according to the criteria set forth in Exhibit C.
- 5.) The Floyd SWCD shall review and approve all Projects prior to construction.

4.3 In conjunction with the Projects, the Floyd SWCD will develop, enter into, and record practice management and/or maintenance agreements with landowners when state cost share funds such as IFIP, REAP-P, and SF512WQI are provided to the landowner for the purpose of ensuring that the landowners comply with the requirements and conditions for receiving state financial assistance. In the event that state cost share funds such as IFIP, REAP-P, and SF512WQI are provided to the landowner in conjunction with SRF funds, then Floyd SWCD shall enter into program maintenance/performance agreements (in such form to be reviewed and approved by the City) with landowners for the purpose of ensuring that the landowners comply with the requirements for both state cost share programs and for SRF funding, and the Floyd SWCD shall be responsible for monitoring and enforcing the agreements and for notifying the City of any violations of the agreements.

In the event that no state cost share funds are provided to a landowner and only SRF funding is utilized (or is combined with federal cost share funding), the Floyd SWCD shall assist the City with obtaining from the landowner(s) Program Maintenance and Performance Agreements ("Maintenance Agreements") between the City and landowner(s) in the form attached hereto as Exhibit D. Additionally, Floyd SWCD shall (1) provide personnel to monitor participating properties in the Watershed for compliance with the Maintenance Agreements as required by the terms and conditions of the Project(s) and SRF funding, (2) provide any necessary reports required by the terms and conditions of the Project to the City, and (3) notifying the City of any violations of the Maintenance Agreements.

4.4 Floyd SWCD agrees to satisfy all aspects of this Agreement, including the Exhibits, in a timely and professional manner. Floyd SWCD shall comply with all applicable rules, regulations, terms, and conditions associated with the use of SRF funds in the Projects. Floyd SWCD shall comply with all other applicable federal, state, and local laws, rules, and regulations in performing this Agreement.

SECTION 5. CITY RESPONSIBILITIES.

5.1 Charles City is responsible for:

- 1.) Assisting with identifying opportunities for funding and in-kind support for the undertaking of water quality and water improvement projects within the watershed.
- 2.) Assisting with identifying opportunities for infrastructure development and planning capable of improving water quality in the watershed.
- 3.) Providing technical support for the administration of any projects, including technical, financial, and clerical.
- 4.) Entering into and enforcing Program Maintenance and Performance Agreements with landowners when only SRF funding is utilized or when SRF funding is combined with federal cost share funding.

5.2 During the duration of this Agreement, the City shall be responsible for reimbursing and paying landowners (as further described in Exhibit C) following the completion of SRF-eligible water improvement Projects within the Watershed and following approval of such projects by the IFA and IDNR. The City shall have no obligation to reimburse or pay costs or expenses incurred by landowners if a project or portion thereof is deemed to be ineligible for SRF funding.

5.3 In no event shall the compensation to be provided under this Agreement exceed \$500,000.00. The source of funds for this Agreement is SRF Sponsored Project # WRR18-002 between the City and IFA and IDNR. Such fund shall only be used in the completion of SRF eligible sponsored projects. If a reduction or elimination of funds occurs, the City may unilaterally terminate all or part of this Agreement or reduce the scope of work and/or number of projects in its sole discretion.

SECTION 6. ENTIRE AGREEMENT.

6.1 This Agreement contains the entire agreement and integrates all of the terms and conditions contained in and incidental to such agreement and supersedes all prior negotiations and communications concerning this Agreement, oral or written, between the parties, their agents, employees and representatives. No modifications or waiver of any provision in this Agreement are valid unless in writing and signed by all of the parties. If for any reason, any provision of this Agreement are inoperative, the validity and effect of all other provisions will not be affected thereby.

6.2 If any provision of this Agreement is found to be invalid by any court, administrative agency, or tribunal of competent jurisdiction, the invalidity of any such provision does not affect the validity of the remaining provisions hereof.

6.3 The Agreement shall be binding upon and inure to the benefit of the parties and their representative successors and assigns. The parties agree that neither City nor the Adair SWCD shall have the right to assign their rights and obligations hereunder to any party without prior consent of the other party, which consent shall not be unreasonably withheld.

SECTION 7. GOVERNING LAW.

This Agreement shall be governed by and interpreted under the laws of the State of Iowa.

SECTION 8. AMENDMENTS.

This Agreement may be amended from time to time by written agreement of the Parties. All amendments shall be in writing, signed by both Parties, and electronically filed with the Secretary of State as required by Iowa Code section 28E.8 (2021).

SECTION 9. DURATION AND TERMINATION.

This Agreement shall be in effect from the date of approval and execution of the Agreement by the parties through the conclusion of all Maintenance Agreements with landowner(s) unless renewed or unless terminated pursuant to the provisions of this Agreement.

9.1 Either party may terminate this agreement for a violation of express provisions of this Agreement or for cause. In such case, the aggrieved party shall give the responsible party written notice of such violation or failure. The responsible will be given the opportunity to correct the violation or failure within fifteen (15) business days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

9.2 The City and Floyd SWCD may terminate this Agreement by written, mutual consent of both parties.

9.3 In the event SRF funding is eliminated or is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to termination of this Agreement, the City and/or Floyd SWCD may terminate this Agreement, subject to renegotiation under those new funding limitations and conditions.

SECTION 10. DISPUTE RESOLUTION.

Any dispute between the parties arising out of or within the scope of the interpretation, construction, or application of this Agreement must, prior to the commencement of any formal legal proceedings, be submitted to arbitration. Either party must submit to the

other a written request for arbitration. Within ten days after the date of such request, City and the Floyd SWCD must each select one arbitrator and notify the other party of the name and address of such arbitrator. The arbitrators so selected must within ten days after being notified of their selection, select a third arbitrator and after doing so, must notify City and the Floyd SWCD in writing forthwith of the name and address of the third arbitrator. The arbitration proceedings will be governed by Iowa Code §679A.

SECTION 11. ADMINISTRATION

This Agreement shall be administered by the City. All administrative decisions concerning this Agreement shall be undertaken pursuant to the terms outlined.

SECTION 12. NO PROPERTY OR SEPARATE ENTITY.

No real or personal property will be used or acquired under the terms of this Agreement. This Agreement does not create a separate legal entity. There will be no funds expended or budget established in conjunction with the privileges granted herein. The parties will not acquire any property pursuant under this Agreement, and the parties will not establish a joint board for the administration of the enterprise.

SECTION 13. NOTICES

Whenever notices and correspondence are to be given under this Agreement, the notices shall be given by personal delivery to the other party, or sent by mail, postage prepaid, to the other party as follows:

To the City

City of Charles City, Iowa
105 Milwaukee Mall
Charles City, Iowa 50616

To the SWCD

Floyd SWCD
623 Beck Street
Charles City, Iowa 50616

SECTION 14. HOLD HARMLESS

To the extent allowable by the Iowa Tort Claims Act Chapter 669 and other applicable law, each party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other party (the "Indemnified Party"), its officials, agents, and employees, while acting within the scope of their duties from and against all third party claims, demands, and causes of action of any kind or character, arising out of: (1) the Indemnifying Party's breach of its obligations under this Agreement; (2) bodily or personal injuries, death, or damage to property arising out of services performed, or omissions of services or; (3) in any way resulting from the acts or omission of the Indemnifying Party and/or its agents, employees, subcontractors or its representatives under this Agreement, all to the extent of the Floyd SWCD's negligence or the City's negligence.

SECTION 15. FILING

It is agreed that the City will electronically file this Agreement with the Secretary of State as required by Iowa Code section 28E.8(1)(a).

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties have entered into this 28E Agreement and have caused their duly authorized representatives to execute this 28E Agreement.

CITY OF CHARLES CITY, IOWA

**FLOYD SOIL & WATER
CONSERVATION DISTRICT**

By: _____
Dean Andrews, Mayor

By: _____
Kenneth Pecinovsky,
Commissioner Chairman

By: _____
Trudy O'Donnell, City Clerk

Exhibit A
(to be attached)

Exhibit B

Charles City SRF Cost Share Application Process

1. Site suitability for a planned practice will be determined by USDA-NRCS. An estimate of the construction cost for a project determined to be suitable will be completed by the USDA-NRCS and the landowner will be provided with said cost estimate.
2. Eligible applicants will apply for USDA-NRCS and/or IDALS and/or City of Charles City SRF financial assistance at the Floyd Soil and Water Conservation District (FSWCD) office in Charles City.
3. The FSWCD will approve applications for IDALS financial assistance and inform the applicant of said approval. The USDA-NRCS will approve applications for USDA-NRCS financial assistance and inform the applicant of said approval. The FSWCD will submit to the City of Charles City landowner applications that potentially qualify for City of Charles City SRF financial assistance. When USDA-NRCS and/or IDALS-SF512WQI financial assistance has been approved for the project, the amount of financial assistance requested from the City of Charles City will be the total estimated project cost minus any approved USDA-NRCS and/or IDALS-SF512WQI financial assistance. When IDALS-IFIP or IDALS-REAP financial assistance has been approved for the project, the amount of financial assistance requested from the City of Charles City will be no more than 75% of the total estimated project cost minus any approved USDA-NRCS and/or IDALS-IFIP and/or IDALS-REAP financial assistance.
4. The City of Charles City will review applications for City of Charles City SRF financial assistance with the IFA and/or IDNR and will inform applications of approval or denial of SRF funding.
5. The USDA-NRCS or a private consultant will design the practice (including a management plan and a maintenance plan for the practice). The USDA-NRCS or the private consultant will provide copies of the practice design and a post-design cost estimate to the applicant, the FSWCD, and the City of Charles City. Practice designs must be approved by the FSWCD. If the landowner chooses to utilize the services of a private consultant for practice design, construction inspection, and project completion certification, then the landowner will be responsible for contracting said services with the consulting firm of his/her choosing.
6. The FSWCD will revise the amount of IDALS funding approved, as needed, based on the post-design cost estimate for the project. The FSWCD will notify the City of Charles City of any needed revision of the Charles City SRF financial assistance previously approved by the City of Charles City. The City of Charles City will revise

the amount of Charles City SRF funding approved, as needed, based on the post-design cost estimate for the project.

7. The applicant hires a contractor to install the planned practice or installs the practice himself/herself.
8. The FSWCD approves practices completed to design specifications and notifies the applicant and the City of Charles City.

Or

A private consultant hired by the landowner certifies completed privately designed practices and notifies the FSWCD and the landowner. The FSWCD approves all private certifications of completed practices.

9. The applicant pays the contractor and the private engineering firm (if applicable) for services completed to approved design standards.
10. The applicant submits bills to the FSWCD and the USDA-NRCS for reimbursement of eligible expenses.
11. The USDA-NRCS approves payment for project expenses eligible for USDA cost-share funding and notifies the applicant, the FSWCD, and the City of Charles City of payment approval.
12. The FSWCD approves payment for project expenses eligible for IDALS-DSC cost-share funding and notifies the applicant and the City of Charles City of payment approval.
13. The City of Charles City approves payment for project expenses eligible for Charles City SRF funding and pays the applicant.
14. The landowner signs a maintenance/performance agreement with the FSWCD and/or the City of Charles City for the lifespan of the practice.

Applications for financial assistance, application approvals, modifications to approved applications, completed practice certifications, payment approvals, and maintenance agreements will be documented on forms to be developed jointly by the City of Charles City and the FSWCD specifically for the Charles City watershed SRF financial assistance program.

Charles City SRF/Floyd SWCD Cost Share Process

- _____ Applicant completes and signs both a W-9 and Applying for Assistance – SRF Program Cost Share Application and as necessary a State Cost-share Application (Entities need to provide documentation as to who can bind the entity.)
- _____ Aerial photo is attached to identify location.
- _____ Field visit is conducted by IDALS Technicians and or NRCS Technicians

- _____ Preliminary design & cost estimate are determined by technician.
- _____ The Floyd SWCD Board reviews application and ranks application at monthly Meeting.
- _____ Assistance Request Letter Pending Board Approval is sent to applicant for signature.
- _____ Application is presented for Board approval.
- _____ If project is funded an approval letter is sent to the applicant.
- _____ Final Design is given to applicant for completion of the project.
- _____ Applicant hires contractor and work is completed according to design.

Bills are submitted –

Copies of bills for project approved by the Board must contain:

- Business name and address
- Cost share recipient's name and address
- Detailed information regarding:
 - Date service performed
 - Items being billed for
 - Item units
 - Price per unit
 - Total price per item
 - Total of all expenses

Incomplete bills will be returned to the cost share recipient to secure necessary bill prior to cost share payment being authorized.

- _____ Project is reviewed to insure it meets design requirements and certified by a technician.
- _____ After review is documented, Certification Page is signed by applicant.
- _____ Maintenance /Performance Agreement is signed by applicant and recorded by the Floyd SWCD at the county Recorder's Office.
- _____ The Floyd SWCD notifies the City of Charles City when the project is certified and approved.
- _____ Cost share warrant is prepared and mailed to applicant by the City of Charles City.

- _____ If the applicant performs any of the work themselves, Form IP5 "Materials, Equipment, and Labor Provided by the Applicant" will need to be completed.

Exhibit C

Charles City Watershed Project Best Management Practices Eligible for SRF Cost-Share Funding from The City of Charles City (Listed in order of ranking priority)

When only SRF funds are used or when SRF funds are used in combination with USDA-NRCS and/or IDALS-SF512WQI financial incentives the landowner or operator will be reimbursed for 100% of the lesser of the actual or estimated cost of the project.

When SRF and/or USDA-NRCS funds are used in combination with either IDALS-IFIP or IDALS-REAP financial incentives the landowner or operator will be reimbursed for 75% of the lesser of the actual or estimated cost of the project.

Conservation practices must be in the Charles City Watershed to be eligible for Charles City watershed project SRF funds.

All practices must be completed by **9/30/2024** unless otherwise agreed upon by the parties.

Ag Land Practices: (All eligible for EQIP funds.)

Saturated Buffer (604) (Also eligible for IDALS-SF512WQI funds.)

Eligible construction expenses not covered by approved USDA or IDALS financial incentives.

Denitrifying Bioreactor (605) (Also eligible for IDALS-SF512WQI funds.)

Eligible construction expenses not covered by approved USDA or IDALS financial incentives.

Wetland Restoration (657) (Also eligible for IDALS-SF512WQI and IDALS-REAP funds.)

Eligible construction expenses not covered by approved USDA or IDALS financial incentives.

Wetland Enhancement (659) (Also eligible for IDALS-SF512WQI funds.)

Eligible construction expenses not covered by approved USDA or IDALS financial incentives.

Wetland Creation (658) (Also eligible for IDALS-SF512WQI and IDALS-REAP funds.)

Eligible construction expenses not covered by approved USDA or IDALS financial incentives.

Conservation Cover (327) Filter strips, Riparian Forest Buffers, and Prairie Strips only.

(Also eligible for IDALS-REAP funds.)

Eligible installation expenses not covered by approved USDA or IDALS financial incentives.

Filter strips and riparian forest buffers will have a minimum width of 60'.

Prairie strips will have a minimum width of 30'.

Blind Inlet (Underground Outlet-NRCS practice code 620)

Eligible installation expenses not covered by approved USDA or IDALS financial incentives.

Drainage Water Management (554)

Eligible installation expenses not covered by approved USDA or IDALS financial incentives.

Urban Practices: (All eligible for IDALS-REAP funds.)

REAP-P + other public funds limited to 75% cost-share.

Permeable Paving Systems

Eligible installation expenses not covered by approved IDALS-REAP financial incentives.

Rain Gardens

Eligible installation expenses not covered by approved IDALS-REAP financial incentives.

Rainwater Harvesting

Eligible installation expenses not covered by approved IDALS-REAP financial incentives.

Bioretention Cells

Eligible installation expenses not covered by approved IDALS-REAP financial incentives.

Stormwater Wetlands

Eligible installation expenses not covered by approved IDALS-REAP financial incentives.

Bioswales

Eligible installation expenses not covered by approved IDALS-REAP financial incentives.

Native Turf

Eligible installation expenses not covered by approved IDALS-REAP financial incentives.

Soil Quality Restoration

Eligible installation expenses not covered by approved IDALS-REAP financial incentives.

Exhibit D
(Program Maintenance and Performance Agreement – to be drafted by City)

AGENDA ITEM SUMMARY

Subject: Evaluation Forms – City Admin & City Clerk; City Attorney

Background Summary:

It is that time of year when we typically conduct annual reviews of the City Administrator, City Clerk as well as the contracted work of the City Attorney.

Attached are the blank forms for the City Administrator and City Clerk that have been used for each of the last couple years at least via Survey Monkey. Mayor Andrews would like to get council feedback on coordinating the reviews, the forms used, process and etc.

Reviews are typically done at the end of one of our July meetings.



City of Charles City - City Administrator Performance Review
Period: July 1, 2020 to June 2021

Performance Review for Steven Diers

Below are a number of key areas of performance related to the City Administrator. Please rate performance by selecting level to which you feel is commensurate with performance. Please add comments if you can.

1. Planning - Ability to anticipate and analyze problems; map effective solutions

Unsatisfactory Improvement Required Fully Acceptable Commendable Distinguished



Comments

2. Organization - Ability to arrange work and efficiently apply resources

Unsatisfactory Improvement Required Fully Acceptable Commendable Distinguished



Comments

3. Creativity - Ability to reach for effective, And when necessary, inventive solutions.

Unsatisfactory Improvement Required Fully Acceptable Commendable Distinguished



Comments

4. Timing, i.e. opportunist -Makes decisions when sufficient information is available, implements action when conditions are ripe for success.

Unsatisfactory Improvement Required Fully Acceptable Commendable Distinguished



Comments

5. Analytical - in making decisions considers the best available facts, projections and scientific evidence. To the extent that resources permit, insures that these tools are available.

Unsatisfactory Improvement Required Fully Acceptable Commendable Distinguished



Comments

6. Forges Compromises - has the ability to resolve the numerous conflicts inherent in municipal government - is a good negotiator.

Unsatisfactory Improvement Required Fully Acceptable Commendable Distinguished



Comments

7. Adaptable - responds positively to a changing world and changing local conditions; does not cling to the status quo for its own sake

Unsatisfactory Improvement Required Fully Acceptable Commendable Distinguished



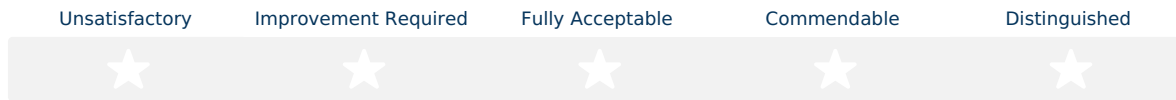
Comments

8. Financial Management - accurately and concisely reports (and projects) the financial condition; managment practices and policies are designed to maintain or achieve a sound long range financial condition - uses debt cautiously, plans, for long term replacement and maintenance of equipment and infrastructure.

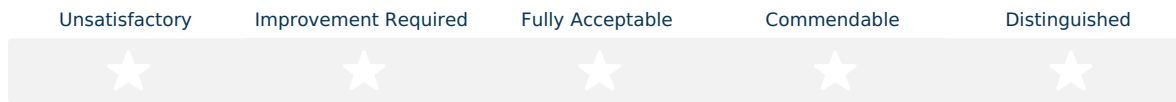
Unsatisfactory Improvement Required Fully Acceptable Commendable Distinguished



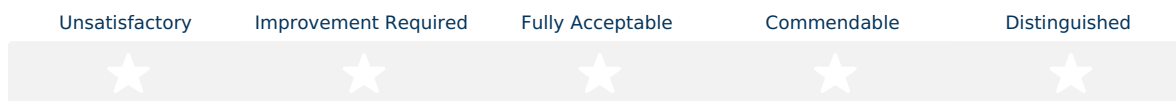
9. Operational Efficiency - obtains the best possible end result for the money spent



10. Risk Management - implements effective programs to limit liability and loss

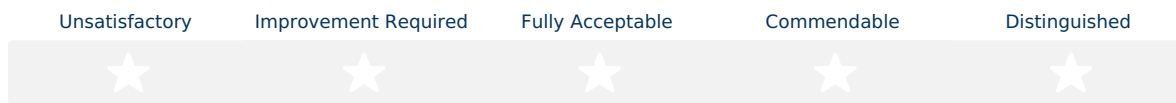


11. Communications with Governing Body - Accurately interprets the direction given by the governing body; keeps them well informed with concise oral and written communications



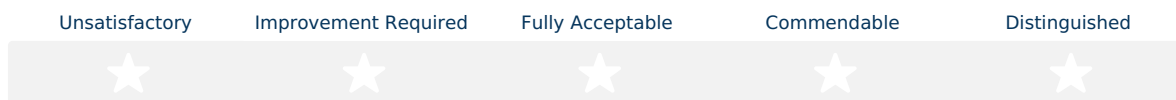
Comments

12. Accepts Direction - aggressively responds to the direction of the majority of the governing body - not sidetracked by the minority but recognizes their concerns.



Comments

13. Communications with the Public - Is open and available to the public; takes their concerns and problems seriously; establishes and maintains an image of the city to the community that represents service, vitality and professionalism; is visible in the community



Comments

14. Honest - Fair - Sensitivity - Consistently open and straightforward; impartial - listens and understands the positions and circumstances of others; communicates that understanding.

Unsatisfactory

Improvement Required

Fully Acceptable

Commendable

Distinguished



Comments

15. Resilient - Energy and motivation maintained in spite of constant demands; handles stress well - maintains and shares an appropriate sense of humor to lighten the load.

Unsatisfactory

Improvement Required

Fully Acceptable

Commendable

Distinguished



Comments

16. Job Knowledge - Has an solid understanding of all phases of municipal government. Takes action to acquire new knowledge and skills, establishes and maintains an awareness of developments occurring within other cities or jurisdictions, legislation, etc. that may have an impact on local city activities.

Unsatisfactory

Improvement Required

Fully Acceptable

Commendable

Distinguished



Comments

17. Ethical - Conforms to the high standards of the profession; if a member of ICMA, knows, Follows and promotes the "ICMA Code of Ethics"

Unsatisfactory

Improvement Required

Fully Acceptable

Commendable

Distinguished



Comments

* 18. Quality of Municipal Services - how well do the direct services provided meet the needs of the community? (0=Unacceptable to 100 = Excellent)

	Unacceptable	Poor	Acceptable	Good	Excellent
Police Services	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Animal Control Services	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Fire Services	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Ambulance Services - <i>*new*</i>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Code Enforcement Services	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Engineering/Zoning Services	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Street Maintenance	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Water Utility	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Sewer Collection system	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Water Resource Recovery Facility	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Storm Water Utility	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Park Facilities	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Recreation Services	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Fostergrandparent Program	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
CC Public Housing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
CC Public Transit	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Administration/Billing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Financial/Fiscal Management	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Technology	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Land Use/Community Planning	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

19. Specific Strengths - List the greatest strengths, as evidenced by examples of unusually good performance or areas in which employee performs especially well.

20. Specific Weaknesses - List all areas of weakness which require strengthening or areas in which performance should be improved.

21. Job Performance Objectives - List the job performance objective which you feel can be realistically achieved during the next performance period. Objectives should be set for each job responsibility, and be measureable as possible.

22. Name of person completing this survey



City of Charles City - City Clerk/Fin. Off. Performance Review
Period: July 1, 2020 to June 30, 2021

Performance Review for Trudy O'Donnell

Below are a number of key areas of performance related to the City Clerk Finance Officer position. Please rate performance by selecting level to which you feel is commensurate with performance. Please add comments if you can.

1. Planning - Ability to anticipate and analyze problems; map effective solutions

Unsatisfactory

Improvement Required

Fully Acceptable

Commendable

Distinguished



Comments

2. Organization - Ability to arrange work and efficiently apply resources

Unsatisfactory

Improvement Required

Fully Acceptable

Commendable

Distinguished



Comments

3. Creativity - Ability to reach for effective, And when necessary, inventive solutions.

Unsatisfactory

Improvement Required

Fully Acceptable

Commendable

Distinguished



Comments

4. Timing, i.e. opportunist -Makes decisions when sufficient information is available, implements action when conditions are ripe for success.

Unsatisfactory Improvement Required Fully Acceptable Commendable Distinguished



Comments

5. Analytical - in making decisions considers the best available facts, projections and scientific evidence. To the extent that resources permit, insures that these tools are available.

Unsatisfactory Improvement Required Fully Acceptable Commendable Distinguished



Comments

6. Forges Compromises - has the ability to resolve the numerous conflicts inherent in municipal government - is a good negotiator.

Unsatisfactory Improvement Required Fully Acceptable Commendable Distinguished



Comments

7. Adaptable - responds positively to a changing world and changing local conditions; does not cling to the status quo for its own sake

Unsatisfactory Improvement Required Fully Acceptable Commendable Distinguished



Comments

8. Financial Management - Accurately and concisely reports (and projects) the financial condition; management practices and policies are designed to maintain or achieve a sound long range financial condition - uses debt cautiously, plans for long term replacement and maintenance of equipment and infrastructure

Unsatisfactory	Improvement Required	Fully Acceptable	Commendable	Distinguished
★	★	★	★	★

Comments

9. Operational Efficiency - Obtains the best possible end result for the money spent

Unsatisfactory	Improvement Required	Fully Acceptable	Commendable	Distinguished
★	★	★	★	★

Comments

10. Risk Management - implements effective programs to limit liability and loss

Unsatisfactory	Improvement Required	Fully Acceptable	Commendable	Distinguished
★	★	★	★	★

Comments

11. Communications with Governing Body - Accurately interprets the direction given by the governing body; keeps them well informed with concise oral and written communications

Unsatisfactory	Improvement Required	Fully Acceptable	Commendable	Distinguished
★	★	★	★	★

Comments

12. Accepts Direction - aggressively responds to the direction of the majority of the governing body - not sidetracked by the minority but recognizes their concerns.

Unsatisfactory Improvement Required Fully Acceptable Commendable Distinguished



Comments

13. Communications with the Public - Is open and available to the public; takes their concerns and problems seriously; establishes and maintains an image of the city to the community that represents service, vitality and professionalism; is visible in the community

Unsatisfactory Improvement Required Fully Acceptable Commendable Distinguished



Comments

14. Supervision, Leadership - Ability to demonstrate leadership by effectively utilizing and manager staf in a manner that develops the highest potential of each employee; communicates those plans effectively to each employee.

Unsatisfactory Improvement Required Fully Acceptable Commendable Distinguished



Comments

15. Delegation - Effectively assigns work to others and builds their skills.

Unsatisfactory Improvement Required Fully Acceptable Commendable Distinguished



Comments

16. Hiring - Recognizes the value of excellent employees and uses all reasonable efforts to insure that the best available individuals are recruited and hired.

Unsatisfactory	Improvement Required	Fully Acceptable	Commendable	Distinguished
★	★	★	★	★

Comments

17. Honest - Fair - Sensitivity - Consistently open and straightforward; impartial - listens and understands the positions and circumstances of others; communicates that understanding.

Unsatisfactory	Improvement Required	Fully Acceptable	Commendable	Distinguished
★	★	★	★	★

Comments

18. Resilient - Energy and motivation maintained in spite of constant demands; handles stress well - maintains and shares an appropriate sense of humor to lighten the load.

Unsatisfactory	Improvement Required	Fully Acceptable	Commendable	Distinguished
★	★	★	★	★

Comments

19. Job Knowledge - Has an solid understanding of all phases of municipal government. Takes action to acquire new knowledge and skills, establishes and maintains an awareness of developments aoccurring withing other cities or jurisdictions, legislation, etc. that may have an impact on local city activities.

Unsatisfactory	Improvement Required	Fully Acceptable	Commendable	Distinguished
★	★	★	★	★

Comments

20. Ethical - Conforms to the high standards of the profession; if a member of ICMA, knows, Follows and promotes the "ICMA Code of Ethics"

Unsatisfactory

Improvement Required

Fully Acceptable

Commendable

Distinguished



Comments

21. Specific Strengths - List the greatest strengths, as evidenced by examples of unusually good performance or areas in which employee performs especially well.

22. Specific Weaknesses - List all areas of weakness which require strengthening or areas in which performance should be improved.

23. Job Performance Objectives - List the job performance objective which you feel can be realistically achieved during the next performance period. Objectives should be set for each job responsibility, and be measurable as possible.

24. Name of person completing this survey

AGENDA ITEM SUMMARY

Subject: Transit Agreement with Circle K -Renewal

Background Summary:

Attached is the annual contract for renewal with Circle K communications to provide day to day oversight of our transit system. The contract is the same as in previous years with exception of the monthly contract price we pay to Circle K which is increasing by 4% to \$5,572.95. this amount is within the budgeted amount for FY23.

I know last year we made some minor changes to wording of the contract and I don't feel that any changes are necessary, but please take a look at the agreement. Tammy & Dan Elthon and the group there at Circle K do a wonderful job handling the day to day operations of the transit. They handle the city operations as well as the county/regional bus as well.

Also, attached is an update from Tammy on the recent operations. She will also be available via zoom at the workshop on the 15th.

We run (3) 20 passenger City Buses.

There are (2) County/Regional Buses. One that is used for Floyd County and trips to Mason City each day. The other one is a small 9 passenger bus that is used for NEMT rides. (Non Emergency Medical Transfers).

This would be Medicare and Medicaid rides.

Taking children to and from school is still a very important part of the Charles City Transit. We already have over 60 kids signed up for this coming Fall school year. We take mostly preschoolers since they don't have transportation to the private preschools by the School Bus system. That is 10 more children than last school year and the only way that it is possible is kids from the same daycare going to the same school building. So we are full for this Fall. We will start a waiting list.

January 2022 TOTAL RIDES 2419

(944 were Students) NEMT 12

February 2022 TOTAL RIDES 2404

(959 were Students) NEMT 25

March 2022 TOTAL RIDES 2485

(899 were Students) NEMT 48

April 2022 TOTAL RIDES 2536

January 2021 TOTAL Rides 1911

(920 were Students) NEMT 8

February 2021 TOTAL RIDES 1981

(935 were Students) NEMT 0

March 2021 TOTAL RIDES 2136

(984 were Students) NEMT 1

April 2021 TOTAL RIDES 2309

(1019 were Students) NEMT 37	(1121 were Students) NEMT 8
May 2022 TOTAL RIDES 2205	May 2021 TOTAL RIDES 1962
(796 were Students) NEMT 36	(853 were Students) NEMT 7
	June 2021 TOTAL RIDES 1513
	(334 were Students) NEMT 5
	July 2021 TOTAL RIDES 1439
	(183 were Students) NEMT 0
	August 2021 TOTAL RIDES 1649
	(328 were Students) NEMT 6
	September 2021 TOTAL RIDES 2274
	(965 were Students) NEMT 10
	October 2021 TOTAL RIDES 2370
	(1055 were Students) NEMT 10
	November 2021 TOTAL RIDES 2400
	(1000 were Students) NEMT 14
	December 2021 TOTAL RIDES 2338
	(795 were Students) NEMT 6

We currently have over 1900 passengers in our system that we are moving around...some maybe only once in awhile some people we see every week some every day. Students continue to be a very important part of the transit service financially and well as a delight for the drivers. And the NEMT Bus has provided transportation for a group of people that felt they were being “unserved”. We are able to schedule those medical rides that did not fit into our bus schedule in the past.

During this summer we are encouraging parents to book us for their kids rides to swimming lessons, band lessons, summer school

or any summer activity.

Our busiest time of the day during school or summer time is 9:30AM-1:30PM. That seems to be when our riders book for doctors appointments, hair appointments, go to the grocery stores, during school that's the changing of morning preschool to afternoon preschool.

The County bus still goes to Mason City 3 times a day leaving Charles City at 7:30AM, 10:30AM and 1:30PM. That bus is always booked a day in advance. The NEMT Bus for Medicare and Medicaid rides come in by email from NIACOG.

On an average we print out 7-8 sheets a day of booked rides. So all the drivers start their day with already scheduled rides and then we add in local rides as we get calls and available times. Always giving priority to the passengers that have standing orders or booked rides.

Thank you to City Council and the City of Charles City for supporting this very needed service in our City. So many people depend on the service in order to live independently.

Tammy Elthon

Transit Operations

Circle K Communications

MEMORANDUM OF UNDERSTANDING
Contract for Transportation Services

Between The City of Charles City and Circle K Communications, Inc.

RECITALS

WHEREAS, City of Charles City, hereinafter referred to as the “City”, has an interest in the provision of transportation services to the general public within the City of Charles City and within the Region 2 Planning District Counties (Cerro Gordo, Floyd, Franklin, Hancock, Kossuth, Mitchell, Winnebago, and Worth)

WHEREAS, the North Iowa Area Council of Governments is officially designated as the regional transit system for Region 2 Planning District, and has contracted with the City to provide for the operation of public transportation services to the general public;

WHEREAS, Circle K Communications, Inc. is interested in serving as an independent contractor of the City for the purpose of providing day to day operational support and oversight to the City public transportation services to the general public upon the terms and conditions set forth 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 public transit services under the auspices of the designated public transit system via Circle K Communications, Inc., hereinafter referred to as “transit system subcontractor.”
2. The contract period shall begin on July 1, 2022 and continue through June 30, 2023. 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 provided in vehicles open to the public without discrimination.
2. Service shall be provided Monday through Friday except on the following holidays, should they fall on a weekday: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day.
3. Service hours under this contract shall be 7:00 a.m. - 4:00 p.m. Service hour changes made by the transit system subcontractor are not effective until approval from the City.
4. Service shall be: daily demand-responsive transportation within the City of Charles City and within the Region 2 Planning District.
5. Access to service shall be obtained by calling the transit system’s subcontractor, CHARLES CITY TRANSIT for ride reservations at least 24 hours in advance.
6. Service fares shall be as follows:

Elderly/Disabled (white ticket)	\$1.00 per one way ride
Student (blue ticket)	\$1.50 per one way ride

General Public (cash only)	\$4.00 per one way ride
County Service: Elderly/Disabled/Student (pink tickets)	\$2.00 per one way ride
Regional Service: Elderly/Disabled/Student (yellow tickets)	\$3.00 per one way ride
County Service: General Public	\$4.00 per one way ride
Regional Service: General Public	\$5.00 per one way ride

C. Responsibilities of Transit System Subcontractor

1. The transit system subcontractor shall serve as an independent contractor of the City, providing day to day operational support and oversight to the transit system.
2. The transit system subcontractor shall ensure each vehicle is safe and in presentable condition. Vehicles are required to provide the services described above, including backup. Vehicle usage shall be limited to the normal, daily services which transit system subcontractor shall provide to participants.
3. The transit system subcontractor shall ensure that each driver for the transit system has received appropriate training in coordination with the City and shall ensure each employee is well groomed and is capable of providing the services described above. Each driver shall have a valid commercial vehicle driver's license with passenger endorsement.
4. The transit system subcontractor shall follow the City's drug and alcohol testing requirements of all personnel performing safety sensitive duties under this agreement. The testing program shall conform to all requirements of the Federal Transit Administration and shall be coordinated by the City.
5. The transit system subcontractor shall operate all services described above, including but not limited to scheduling and dispatching support.
6. The transit system subcontractor shall notify City in the event of any unavoidable interruption or delay in service.
7. The transit system subcontractor shall notify City of any incidents relating to passengers served under this contract.
8. The transit system subcontractor shall accept all risk and indemnify and hold City 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 transit system subcontractor or its employees or agents.
9. The transit system subcontractor shall maintain accounting and records for all services rendered and shall furnish monthly operating costs and system statistics during the term of this Agreement.
10. The transit system subcontractor shall provide to City a monthly billing for services rendered in the previous month. The City shall reimburse the transit system subcontractor at the rate of \$5,572.95 per month for services provided during the term of this agreement.
11. During the term of this Agreement, the transit system subcontractor shall permit inspection of its vehicles, services, books, and records by the City, or by agencies providing funding to City, upon the request of the City.
12. The transit system subcontractor shall provide information about the availability of the above described services as well as other services of the transit system to the general public.

13. The transit system subcontractor shall comply with all applicable state and federal laws, including but not limited to, equal employment opportunity laws, nondiscrimination laws, traffic laws, motor vehicle equipment laws, confidentiality laws and freedom of information laws.
14. The transit system subcontractor shall make tickets available to sell to the general public at their place of business and on each vehicle providing services under the transit system. Proceeds from ticket sales shall be submitted to the City on a nightly basis.
15. The transit system subcontractor shall be responsible for ensuring that passengers purchasing and using tickets stamped with "FGP" are used for Foster Grandparent eligible-locations only.
16. The transit system subcontractor shall maintain a minimum of \$1,000,000 of its own General Liability Coverage and a minimum of \$75,000 of Uninsured/underinsured motorist coverage. This shall include coverage for accidents resulting from actions of the transit system subcontractor. The City of Charles City shall be listed as an additional insured.
17. The transit system subcontractor shall be responsible for furnishing and reporting the following information directly to NIACOG during the term of this Agreement for services conducted within the City limits of Charles City, Iowa, and for services conducted within Region 2 and outside of the City limits of Charles City, Iowa
 - a. Monthly operating costs and system statistics, which information shall be submitted to NIACOG by the 10th day of the following month.
 - b. A monthly transit report on a form provided by NIACOG detailing total miles traveled, total one-way trips provided, total hours of service, total personnel expenses, etc. Said report shall be supplied to NIACOG by the 10th day of the following month in which the service was provided.
18. The transit system subcontractor shall be responsible for storing vehicles provided for the transit system.
19. The transit system subcontractor shall be bound and obligated by the terms and conditions of the Transit Services Agreement between the City and NIACOG, a copy of which has been provided to and reviewed by the transit system subcontractor.

D. Responsibilities of City

1. City shall provide the transit system subcontractor with the following:
 - a. All necessary vehicles for the transit system through agreement with NIACOG
 - b. Fuel for the transit buses
 - c. Insurance coverage on the transit buses through agreement with NIACOG
 - d. All maintenance and repairs to keep vehicles in good working order and condition
 - e. Drivers for the transit buses as set forth in Paragraph D.9.

The City shall make monthly payments to the transit system subcontractor as invoiced.

2. City shall promptly pay all justified billings under this contract including regular monthly payments to the transit system subcontractor as invoiced.
3. City shall comply with all state and federal laws regarding nondiscrimination in relation to the services covered by this contract.
4. City shall inform transit system of any changes affecting the transportation needs of the target population.
5. City shall assist transit system subcontractor as requested in the design and scheduling of transit services to meet the needs of the target population.
6. City shall assist transit system subcontractor as requested in the dissemination of information to the target population regarding the availability of services under this contract as well as other transportation services of the transit system.
7. City shall report to transit system subcontractor any costs incurred in carrying out its responsibilities under this contract.
8. City shall indemnify and hold the transit system harmless for any loss caused by the transit system's inability to provide services under emergency conditions.
9. The City shall be responsible for hiring and employing drivers for the transit system and shall be responsible for providing training and drug testing for the drivers.

F. Reporting by Transit System Subcontractor

1. The transit system subcontractor shall report the following items to NIACOG on behalf of the City with each monthly billing (based on the previous month of operation):
 - Total number of (units) provided
 - Total passenger revenues collected
 - Total federal, state and NIACOG transit assistance credited
2. Items to report to the City on an on-going basis shall include incidents involving passengers transported under this contract, and any interruption in service.

G. Entire Agreement. This contract contains the entire agreement between City and transit system subcontractor. There are no other agreements or understandings, written or verbal, which shall take precedence over the items contained herein unless made a part of this contract by amendment procedure.

H. Amendments. Any changes to this contract must be in writing and be mutually agreed upon by both City and transit system subcontractor.

I. Termination. 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.

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

K. Assignability. The transportation services described in this contract are to be performed by the transit system subcontractor. The transit system subcontractor may not assign its interests or obligations under this contract without the express written consent of the City.

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

City of Charles City:

Circle K Communications, Inc.

By: _____

By: _____

By: _____

By: _____

Date:

Date: