1. Agenda

    Documents:

        AGENDA.PDF

2. Supporting Meeting Documents

    Documents:

        BILL LIST.PDF
        DIAGRAM 30 DEGREE PARKING - DOWNTOWN.PDF
        DOWNTOWN PARKING MAPS.PDF
        KIBBEY FACADE AND CODE GRANT.PDF
        MINUTES.PDF
        PACKET.PDF
        TRANSIT FUNDING APPLICATION AND TITLE VI.PDF

COUNCIL AGENDA

CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET

April 27, 2015, at 5:30 PM

NOTICE TO PUBLIC: The Mayor and City Council welcome comment from the public during discussion. You are required to step to the microphone, state your name and address for the record and to limit the time used to present your remarks in order that others may be given the opportunity to speak.

CALL TO ORDER: Mayor James L. Lowrance
PLEDGE OF ALLEGIANCE:
ROLL CALL: Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin.
MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS:

Employee Years of Service: Michael Wilson – 5 Years

APPROVAL OF AGENDA:

CONSENT AGENDA: All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time Council votes on the motion.

1. Approve Council meeting Minutes of April 13, 2015 and Special Council Minutes of April 13, 2015.
2. Approve Bill List in the amount of $1,344,006.36.
3. Receipt of Building Report for March 2015.
4. Approve February Financials
5. Resolution 2015-046 Approving Animal Rescue League Agreement, 2015-2016 in the amount of $48,000 and option to extend for 2016-2017 in the amount of $50,000
6. Resolution 2015-047 Ordering Construction of the 2015 Microsurfacing Project 76015003
7. Resolution 2015-048 Ordering Construction of the Oil Mix Streets Overlay Project 76015005
8. Resolution 2015-049 Accepting Bid and Authorizing the Award of Contract for Airport Hangar Floor Replacement Project 77013010, Gruss Construction, LLC, $77,468.50.
9. Resolution 2015-050 Approving Airport State Funding Application, $80,325.00, Hangar Floor Replacement Phase II Project 77013010A
10. Resolution 2015-051 Approving Change Order #3, WPCP Performance Edge Project 52012012, Oakview Dck, decrease of $36,832.82.
11. Resolution 2015-052 Approving Certificate of Completion, WPCP Performance Edge Project 52012012, Oakview Dck, Final cost of $1,436,480.18.
12. Resolution 2015-053 Approving Change Order #3, WPCP Ultraviolet Improvement Project 52011024, Oakview Dck, decrease of $18,379.00.
13. Resolution 2015-054 Approving Certificate of Completion, WPCP Ultraviolet Improvement Project 52011024, Oakview Dck, Final cost of $716,781.00.
14. New Cigarette Licenses: Hometown Cash Advance, 2007 S Center Street, East Side Liquor & Groceries, 1116 E Nevada Street.

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Please refer to the previous Committee of Whole packet for attachments not included with this agenda packet. Complete agenda packets are available for inspection for the public at the City Clerk's Office, the Marshalltown Public Library and the city's website.

Marshalltown All-America City 2012

15. Approve Liquor Licenses: (Pending fire inspection passage)

NEW: East Side Liquor & Groceries, 1116 E Nevada Street, Class E Liquor; Hall of Fame Concessions, Softball area, S 6th Street. Class B Beer; 2 Corner Tap, 35 N Center St, Class C Liquor.
Expanded outdoor service area, TC's, N 3rd Avenue, for events. (Dates coming)
Updated outdoor premise: Calvin Rocket, 2013 S Center St; Expanded outdoor service area for bike nights at Calvin Rocket, May 28, June 25, July 30, August 27.

(end of consent agenda items

REPORTS:

16. Kenn Vinson – Alliant update
17. David Vollmer – Alliant Community Annual Partnership Assessment
18. Bob Ranson, Household Hazardous Waste Collection, May 16, 8 am to noon at Water Pollution Control Plant.
19. Justin Nickel, Angled parking in downtown.

MOTIONS:

20. Approve Transfer Liquor License, Los Compadres 2 LLC, for event at the Veterans Memorial Coliseum, May 9, 2015.
21. Set Budget Amendment for Fiscal Year ending June 30, 2015.

RESOLUTIONS:

22. Resolution 2015-055 For Future Trail Crossing, relating to the former Iowa River Railroad right of way in Marshall county, development of the former rail corridor for a multi-use recreational trail.
23. Resolution 2015-056 Rejecting Bids, WPCP Concrete Repair Phase II
24. Resolution 2015-057 Approving Payroll Services Agreement with ADP, five years, through May 2020.
25. Resolution 2015-058 Approving Resignation and Settlement Agreement
26. Resolution 2015-059 Confirming Appointment of Brian DeMoss as City Treasurer, effective April 30, 2015.

PUBLIC HEARING

27. Resolution 2015-060 Approving Plans and Specifications for Columbus Drive and Crestview Project 76015002

PUBLIC HEARING

28. Resolution 2015-061 Approving Transit State and Federal Funding Application
29. Resolution 2015-062 Approving the Title VI Program for Marshalltown Municipal Transit.

ORDINANCES:

30. Second reading of Ordinance #14940 Approving rezoning of Parcels 07-25-328-003, 07-25-3328-004, 07-25-328-014, 07-25-328-017, and 07-25-328-018 to M2 Heavy Industry from R3 Medium Density Residential, JBS request, properties located east of 10th Avenue between Lee Street and Swayze Street.
31. Second reading of Ordinance #14941 Approving changes to the Marshalltown Zoning Ordinance of 2010, Regarding Chapter 4, Districts and General Regulations, regarding fence height for commercial property east of 18th Avenue.

DISCUSSION: Next agenda in process

1. Public artwork acceptance – 13th Street, "Echo"
2. Acceptance of Fire Grant SCBA replacement, FEMA, $160,450
3. Authorize Police Reserves
4. Kibbey Building Façade and Code Upgrade Grant application
5. 2015 Columbus Dr & Crestview – Accept Bid, bids due April 30
6. 2015 Microsurfacing – Plans & Specifications, 76015003
7. 2015 Oil Mix Streets Overlay – Plans & Specifications, 76015005.
8. 2015 Mill & Overlay – Order Construction, 76015004.
9. 2014 Sanitary Sewer Rehabilitation – Approve Contract and Bond, 59014007, Hydro-Klean, LLC, $1,860,917.80.
10. Airport Hangar Floor Replacement – Approve Contract & Bond, 77013010, Gruss Construction, LLC, $77,468.50.
11. Engineering Services Amendment 1, Fox Engineering, Performance Edge project 52012012, $20,000
12. Engineering Services Amendment 1, Fox Engineering, UltraViolet Disinfection project 52011024, $15,000.

PUBLIC COMMENTS:

CLOSED SESSION:

Closed session pursuant to Section 21.5 subsection (1) paragraph (j) OF THE CODE OF IOWA to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property.

OPEN SESSION: (If appropriate and recommended by legal counsel.)

Council to adopt recommendations of legal counsel proposed in closed session.

ADJOURNMENT:

COUNCIL DATE: April 27, 2015		
VISA	$23,945.20	
ACH'S	$539,223.54	
CHECKS	$239,626.93	
PAYROLL #7	$541,210.69	
VOIDS	$0.00	
	$1,344,006.36	TOTAL FOR COUNCIL

150310.5340.100	3M	MAINT AGREEMENT-LIBRARY	4,700.00
101410.5600.080	A M LEONARD INC	HORTICULTURE SUPPLIES	390.37
477580.5600.000	A M LEONARD INC	HORTICULTURE SUPPLIES	173.10
510532.5600.000	A M LEONARD INC	HORTICULTURE SUPPLIES	127.96
101310.5450.000	A T & T	WIRELESS SERVICE	31.89
233410.5410.000	AAA SEPTIC SERVICE INC	GREASE TRAP	95.00
101310.5600.000	ADLAND ENGRAVING CO INC	DIANE NAMETAGS	9.50
520520.5600.000	AIRGAS SAFETY INC.	WELDING SUPPLIES	42.71
206710.5600.000	AIRGAS USA, LLC	ARAGON CYLINDER	67.99
206710.5600.000	ALIEPRESS	op supplies	75.44
520520.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	17,587.99
520520.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	7,181.36
101310.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	2,361.00
101881.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	1,707.91
101110.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	1,318.43
101310.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	969.98
101480.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	969.65
101881.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	827.26
520520.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	669.28
101881.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	635.53
101140.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	490.63
101480.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	296.98
101881.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	265.79
101110.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	255.42
101880.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	255.42
152451.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	255.29
152451.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	252.52
510531.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	237.54
510531.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	230.03
520590.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	168.45
101410.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	159.66
101140.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	149.59
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	141.55
101410.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	120.12

206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	101.89
101410.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	95.06
520590.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	94.68
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	92.70
101170.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	89.00
530540.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	80.15
520590.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	78.12
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	73.89
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	65.48
520590.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	51.94
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	51.40
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	43.29
101410.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	36.20
101440.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	35.09
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206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	31.19
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	31.16
101880.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	29.91
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	29.32
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	29.25
520590.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	28.82
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	28.39
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	28.24
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	28.01
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	27.47
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	26.48
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	26.37
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	26.15
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	26.10
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	25.82
101410.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	25.28
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	25.07
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	24.23
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	23.17
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	23.03
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	22.91
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	22.83
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101410.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	19.49
510531.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	19.22
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	19.08
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	18.94
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	18.94
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	18.94
281690.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	18.64
101170.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	17.67
101410.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	17.43

281690.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	17.07
101410.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	16.39
206120.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	16.39
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281690.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	15.74
206160.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	14.63
281690.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	14.57
101410.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	11.72
101410.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	11.72
281690.5480.020	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	11.53
101410.5480.010	ALLIANT UTILITIES IES	GAS & OR ELECTRIC	9.32
101310.5732.300	AMAZON.COM	DVDS	260.23
233410.5600.000	AMAZON.COM	COUNT CLOCK	257.09
101421.5600.010	AMAZON.COM	COUNT CLOCK	257.08
101310.5600.000	AMAZON.COM	TONER CARTRIDGES	174.66
206760.5600.000	AMAZON.COM	OP SUPPLIES	156.71
101310.5600.000	AMAZON.COM	TONER CARTR	135.98
101310.5732.300	AMAZON.COM	DVDS	95.69
101310.5732.320	AMAZON.COM	LOST BOOK REPLACED	78.67
101310.5732.300	AMAZON.COM	DVDS	73.49
101110.5600.000	AMAZON.COM	2 - GPS RECEIVERS	71.69
101310.5732.300	AMAZON.COM	DVDS	65.96
101310.5732.300	AMAZON.COM	DVDS	65.43
101310.5732.300	AMAZON.COM	DVDS	64.64
101880.5600.000	AMAZON.COM	OP SUPPLIES	48.83
242310.5732.300	AMAZON.COM	GENEALOGY BOOK	47.99
101310.5732.300	AMAZON.COM	DVDS	47.90
101310.5732.250	AMAZON.COM	REFERENCE BOOK	43.98
101310.5732.300	AMAZON.COM	DVDS	43.96
101310.5732.320	AMAZON.COM	LOST BOOK REPLACED	42.58
101310.5600.010	AMAZON.COM	YOUTH PROGRAM	39.99
101310.5732.300	AMAZON.COM	BOOKS	39.33
101310.5732.320	AMAZON.COM	LOST BOO REPLACED	35.21
290113.5600.000	AMAZON.COM	EXTERNAL GRAPHICS ADAPTER	34.99
101310.5732.300	AMAZON.COM	DVDS	34.94
101310.5732.300	AMAZON.COM	DVDS	33.83
242310.5732.300	AMAZON.COM	GENEALOGY BOOK	28.95
101310.5732.320	AMAZON.COM	LOST BOOK REPLACED	28.48
101310.5732.300	AMAZON.COM	BOOKS	28.39
101310.5732.300	AMAZON.COM	DVDS	26.98
101310.5732.300	AMAZON.COM	DVDS	26.97
101310.5732.300	AMAZON.COM	DVDS	26.96
101310.5732.320	AMAZON.COM	LOST BOOK REPLACED	25.80
101310.5732.320	AMAZON.COM	LOST BOOK REPLACED	23.69
101310.5732.300	AMAZON.COM	DVDS	22.98
101310.5732.320	AMAZON.COM	LOST BOOK REPLACED	19.13
101310.5732.320	AMAZON.COM	LOST BOOK REPLACED	18.99

290113.5600.000	AMAZON.COM	STYLUS PENS	18.98
101310.5732.300	AMAZON.COM	BOOKS	18.97
101310.5732.300	AMAZON.COM	BOOKS	18.58
101310.5732.320	AMAZON.COM	LOST BOOK REPLACED	18.58
206760.5600.000	AMAZON.COM	OP SUPPLIES	17.99
101310.5732.300	AMAZON.COM	DVDS	17.98
101310.5732.300	AMAZON.COM	DVDS	17.36
101310.5732.300	AMAZON.COM	GENEALOGY BOOK	17.13
101310.5732.300	AMAZON.COM	DVDS	15.98
101310.5732.320	AMAZON.COM	LOST BOOK REPLACED	15.86
101310.5732.300	AMAZON.COM	DVDS	15.49
101310.5732.320	AMAZON.COM	LOST BOOK REPLACED	14.99
101310.5732.300	AMAZON.COM	BOOK	14.94
101310.5732.320	AMAZON.COM	LOST BOOK REPLACED	14.81
101310.5732.300	AMAZON.COM	BOOK	14.03
101310.5732.300	AMAZON.COM	DVDS	13.84
101310.5732.300	AMAZON.COM	BOOKS	13.15
101310.5732.300	AMAZON.COM	BOOK	13.07
101310.5732.300	AMAZON.COM	BOOK	12.95
101310.5732.300	AMAZON.COM	BOOKS	12.74
101310.5732.300	AMAZON.COM	DVDS	12.38
101310.5732.320	AMAZON.COM	LOST BOOK REPLACED	11.69
101310.5732.300	AMAZON.COM	DVDS	11.22
101310.5732.300	AMAZON.COM	BOOK	10.95
101310.5732.300	AMAZON.COM	BOOK	10.77
101310.5732.300	AMAZON.COM	BOOK	10.70
101310.5732.320	AMAZON.COM	LOST BOOK REPLACED	10.64
101310.5732.300	AMAZON.COM	BOOK	10.11
101310.5732.300	AMAZON.COM	BOOK	8.97
101310.5732.300	AMAZON.COM	BOOK	8.74
101310.5732.300	AMAZON.COM	DVDS	8.68
101310.5732.300	AMAZON.COM	BOOK	8.49
101310.5732.320	AMAZON.COM	LOST BOOK REPLACED	8.21
101310.5732.300	AMAZON.COM	DVDS	8.12
101310.5732.300	AMAZON.COM	BOOK	7.48
101310.5732.300	AMAZON.COM	BOOK	7.33
101310.5732.300	AMAZON.COM	DVDS	7.28
101310.5732.300	AMAZON.COM	BOOK	7.15
101310.5732.300	AMAZON.COM	BOOK	6.98
101310.5732.300	AMAZON.COM	BOOK	6.96
101310.5732.300	AMAZON.COM	DVDS	6.89
101310.5732.300	AMAZON.COM	BOOK	6.53
101310.5732.300	AMAZON.COM	DVDS	6.44
101310.5732.320	AMAZON.COM	LOST BOOK REPLACED	5.98
101310.5732.320	AMAZON.COM	LOST BOOK REPLACED	5.98
101310.5732.300	AMAZON.COM	DVDS	5.86
101310.5732.300	AMAZON.COM	BOOK	5.73

101310.5732.300	AMAZON.COM	BOOK	5.65
101310.5732.300	AMAZON.COM	BOOK	5.03
101310.5732.300	AMAZON.COM	BOOK	4.64
101310.5732.320	AMAZON.COM	LOST BOOK REPLACED	4.52
101310.5732.300	AMAZON.COM	DVDS	4.24
101310.5732.300	AMAZON.COM	BOOK	4.00
101310.5732.300	AMAZON.COM	BOOK	4.00
101310.5732.300	AMAZON.COM	BOOK	4.00
101310.5732.300	AMAZON.COM	BOOK	4.00
101310.5732.300	AMAZON.COM	DVDS	4.00
101310.5732.300	AMAZON.COM	DVDS	4.00
101310.5732.300	AMAZON.COM	DVDS	4.00
101310.5732.300	AMAZON.COM	DVDS	4.00
101310.5732.320	AMAZON.COM	LOST BOOK REPLACED	4.00
101310.5732.320	AMAZON.COM	LOST BOOK REPLACED	4.00
101310.5732.300	AMAZON.COM	DVDS	3.99
101310.5732.300	AMAZON.COM	DVDS	(0.01)
101310.5732.300	AMAZON.COM	DVDS	(43.96)
101850.5460.000	AMERICAN AIRLINES	CONFERENCE- FINANCE	404.10
101310.5732.300	APPLE ITUNES	JUVENILE AUDIO	11.99
101310.5732.300	APPLE ITUNES	JUVENILE AUDIO	6.99
206710.5570.000	ARNOLD MOTOR SUPPLY	TIE RODS/CONNECTING TIE	802.27
101410.5562.000	ARNOLD MOTOR SUPPLY	#730 DISC PARTS	144.68
550780.5570.000	ARNOLD MOTOR SUPPLY	POLY V-BELT	111.07
101110.5570.000	ARNOLD MOTOR SUPPLY	WATER PUMP	94.94
101410.5562.000	ARNOLD MOTOR SUPPLY	MOWER FILTER	65.21
206710.5600.000	ARNOLD MOTOR SUPPLY	ROLOC PARTS	62.02
550780.5570.000	ARNOLD MOTOR SUPPLY	AIR FILTER	46.49
101140.5570.000	ARNOLD MOTOR SUPPLY	COIL	33.48
101110.5570.000	ARNOLD MOTOR SUPPLY	POLY V-BELT	30.09
206710.5570.000	ARNOLD MOTOR SUPPLY	BARREL CRIMPING	28.41
101110.5570.000	ARNOLD MOTOR SUPPLY	XACT STAT	21.15
206710.5600.000	ARNOLD MOTOR SUPPLY	P/M LIFT SUPPLIES	17.45
206710.5570.000	ARNOLD MOTOR SUPPLY	BRAKE CABLE	16.60
206710.5570.000	ARNOLD MOTOR SUPPLY	BRAKE CABLE	14.12
101110.5570.000	ARNOLD MOTOR SUPPLY	OIL FILTERS	10.20
101110.5570.000	ARNOLD MOTOR SUPPLY	FILTERS	9.99
550780.5570.000	ARNOLD MOTOR SUPPLY	RUBBER HOOD	9.69
550780.5570.000	ARNOLD MOTOR SUPPLY	RUBBER SEAL	9.69
206710.5570.000	ARNOLD MOTOR SUPPLY	3 LITHIUM BATTERY	8.20
101140.5570.000	ARNOLD MOTOR SUPPLY	SPARK PLUG	5.94
550780.5570.000	ARNOLD MOTOR SUPPLY	EXCHANGE FILTERS	(7.06)
206710.5570.000	ARNOLD MOTOR SUPPLY	BRAKE PARTS	(13.50)
206710.5570.000	ARNOLD MOTOR SUPPLY	RETURNED PARTS	(65.54)
101110.5570.000	ARNOLD MOTOR SUPPLY	RETURN WATER PUMP	(94.94)
206760.5460.000	ASPHALT PAVING ASSOC OF IA	CONF REGISTRATION	25.00
206710.5340.010	ARAMARK	MAT SERVICE	59.45

206710.5340.010	ARAMARK	MAT SERVICE	59.45
206710.5340.010	ARAMARK	MAT SERVICE	59.45
206710.5340.010	ARAMARK	MAT SERVICE	59.45
206710.5340.010	ARAMARK	MAT SERVICE	59.45
206710.5340.010	ARAMARK	MAT SERVICE	56.61
206710.5340.010	ARAMARK	MAT SERVICE	56.61
206710.5340.010	ARAMARK	MAT SERVICE	56.61
206710.5340.010	ARAMARK	MAT SERVICE	56.61
206710.5340.010	ARAMARK	MAT SERVICE	56.61
206710.5340.010	ARAMARK	MAT SERVICE	56.61
206710.5340.010	ARAMARK	MAT SERVICE	56.61
206710.5340.010	ARAMARK	MAT SERVICE	56.61
101410.5340.010	ARAMARK	RVRVW PARK	23.83
101410.5340.010	ARAMARK	RVRVW PARK	23.83
101410.5340.010	ARAMARK	CLEANING SUPPLIES	12.30
101410.5340.010	ARAMARK	CLEANING SUPPLIES	12.30
101410.5340.010	ARAMARK	CLEANING SUPPLIES	7.96
101410.5340.010	ARAMARK	CLEANING SUPPLIES	7.96
101410.5340.010	ARAMARK	CLEANING SUPPLIES	7.96
152451.5340.010	ARAMARK	CLEANING SUPPLIES	7.14
152451.5340.010	ARAMARK	CLEANING SUPPLIES	7.14
152451.5340.010	ARAMARK	CLEANING SUPPLIES	7.14
206710.5340.010	ARAMARK	LATE FEE	6.79
206710.5340.010	ARAMARK	LATE FEE	4.25
206710.5340.010	ARAMARK	LATE FEE	3.40
152451.5340.010	ARAMARK	CLEANING SUPPLIES	2.80
152451.5340.010	ARAMARK	CLEANING SUPPLIES	2.80
101881.5410.000	AUTOMATIC DOOR GROUP, INC	P&R DOOR	204.20
276210.5410.000	B. AND G. CONSTRUCTION	1012 E MAIN- HOUSING	10,750.00
101310.5732.300	BAKER & TAYLOR ENTERTAINMENT	DVDs	163.46
101310.5732.320	BAKER & TAYLOR ENTERTAINMENT	DVDs/MEMORIAL	21.86
101310.5732.300	BAKER & TAYLOR ENTERTAINMENT	DVDs/MEMORIAL	20.36
101310.5732.300	BAKER & TAYLOR ENTERTAINMENT	DVDs	10.88
101310.5732.300	BAKER & TAYLOR INCORP	LOST BOOKS REPLACED	285.09
101310.5732.250	BAKER & TAYLOR INCORP	ENCYCLOPEDIAS	249.95
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	233.54
101310.5732.320	BAKER & TAYLOR INCORP	LOST BOOKS REPLACED	120.38
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	99.85
101310.5732.250	BAKER & TAYLOR INCORP	REFERENCE BOOKS	68.97
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	61.53
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	60.43
101310.5732.320	BAKER & TAYLOR INCORP	LOST BOOKS REPLACED	57.63
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	46.47
101310.5732.320	BAKER & TAYLOR INCORP	MEMORIAL BOOK	32.46
101310.5732.250	BAKER & TAYLOR INCORP	REFERENCE BOOK	30.50
101310.5732.250	BAKER & TAYLOR INCORP	REFERENCE BOOK	27.97
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	24.16

101310.5732.250	BAKER & TAYLOR INCORP	REFERENCE BOOK	23.80
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	19.04
101310.5732.320	BAKER & TAYLOR INCORP	KERRIGAN MEMORIAL	15.11
101310.5732.320	BAKER & TAYLOR INCORP	KERRIGAN MEMORIAL	14.99
101310.5732.320	BAKER & TAYLOR INCORP	LOST BOOK REPLACED	14.97
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	12.87
101310.5732.320	BAKER & TAYLOR INCORP	KERRIGAN MEMORIAL	10.77
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	10.19
101310.5732.320	BAKER & TAYLOR INCORP	MEMORIAL BOOK	9.57
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	4.79
276210.5600.000	BDH INFORMATION TECH	COMPUTERS- HOUSING	4,500.00
101891.5600.000	BDH INFORMATION TECH	WIRELESS PT/NANOSTATION-	1,100.00
101310.5340.070	BDH INFORMATION TECH	INTERNET TECH SERVICE	106.25
101310.5340.070	BDH INFORMATION TECH	INTERNET TECH SERVICE	63.75
684990.5230.000	BERNIE LOWE & ASSOCIATES, INC	MARCH CONSULTING FEE	2,205.00
681110.5339.000	BERNIE LOWE & ASSOCIATES, INC	411 MED CLAIMS	320.08
681140.5339.000	BERNIE LOWE & ASSOCIATES, INC	411 MED CLAIMS	105.97
681110.5230.000	BERNIE LOWE & ASSOCIATES, INC	411 MED CLAIMS	46.98
681140.5230.000	BERNIE LOWE & ASSOCIATES, INC	411 MED CLAIMS	1.76
101110.5600.000	BEST BUY COMPANY INC	CELLBRIGHT	189.98
150891.5703.000	BEST BUY COMPANY INC	PD WORKSTATION	40.49
150891.5703.000	BEST BUY COMPANY INC	PD WORKSTATION	40.49
101790.5600.000	BILLER PRESS	4000 PRKING TICKETS	217.39
101110.5600.000	BLACK TIRE	HELICOIL	24.99
242310.5340.050	BLANK PARK ZOO	EDUCATION PROGRAM	424.80
520520.5600.000	BLINK ELECTRIC MOTORS INC	GAS COMP #2	68.00
520520.5600.000	BRATNEY EQUIPMENT COMPANY INC	ELEVATOR BELT	208.23
101310.5732.300	BRODART INC	JUVENILE BOOKS	188.82
101310.5732.300	BRODART INC	JUVENILE BOOKS	178.67
101310.5732.300	BRODART INC	JUVENILE BOOKS	175.10
101310.5732.300	BRODART INC	JUVENILE BOOKS	170.77
101310.5732.300	BRODART INC	JUVENILE BOOKS	137.48
101310.5732.300	BRODART INC	GRAPHIC BOOKS	82.28
101310.5732.320	BRODART INC	LOST BOOKS REPLACED	61.13
101310.5732.300	BRODART INC	JUVENILE BOOKS	46.70
101310.5732.300	BRODART INC	JUVENILE BOOKS	39.68
101310.5732.300	BRODART INC	JUVENILE BOOKS	22.60
101310.5732.300	BRODART INC	JUVENILE BOOKS	12.81
101310.5732.300	BRODART INC	JUVENILE BOOKS	9.34
101310.5732.300	BRODART INC	JUVENILE BOOKS	9.34
101310.5732.300	BRODART INC	JUVENILE BOOKS	4.67
206120.5600.000	BROWN TRAFFIC PRODUCTS INC	YELLOW LIGHT	191.00
520520.5132.000	BROWN'S SHOE FIT CO	RANSON WORK BOOTS	260.00
520520.5132.000	BROWN'S SHOE FIT CO	BECKER WORK BOOTS	209.99
101140.5132.000	BROWN'S SHOE FIT CO	SHOES	119.99
101891.5600.000	BUSINESS MGMT DAILY	WHITE PAPER	29.95
550780.5600.000	BUSINESS RADIO LICENSING	LICENSE	120.00

247410.5410.000	CAPTAIN CLEAN	COMM BLDG EXTERIOR	420.00
550780.5570.000	CARGO EQUIPMENT	VEHICLE MAINTENANCE	226.80
520590.5718.000	CARL ZEISS VISION-NORTH CENTRAL	SAFETY GLASSES	83.35
510531.5718.000	CARL ZEISS VISION-NORTH CENTRAL	SAFETY GLASSES	55.56
101110.5132.000	CARPENTER UNIFORM COMPANY	COURT UNIFORM	126.64
101110.5460.000	CASEE D VEREN	TECH CERTIFICATE	50.00
101545.5600.000	CDW GOVERNMENT INC	BGA SWITCHES	127.18
101545.5600.000	CDW GOVERNMENT INC	ADAPTER	56.76
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPED BOOKS	229.25
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPED BOOKS	216.65
101310.5732.320	CENGAGE LEARNING INC	LOST BOOK REPLACED	164.74
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPED BOOKS	79.46
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPED BOOKS	79.17
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPED BOOKS	61.56
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPED BOOKS	59.37
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPED BOOKS	19.79
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPED BOOKS	19.46
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPED BOOKS	17.04
101310.5732.320	CENGAGE LEARNING INC	LOST BOOK REPLACED	15.40
520520.5600.000	CENTRAL IOWA DISTRIBUTING INC	SUPPLIES	585.20
101310.5600.000	CENTRAL IOWA DISTRIBUTING INC	BATHROOM SUPPLIES	381.30
101770.5570.000	CENTRAL IOWA FARM STORE INC	FILTERS	45.75
206710.5570.000	CENTRAL IOWA MACHINE SHOP INC	WELDING ON DRIVER	122.50
101580.5562.000	CENTRAL IOWA MACHINE SHOP INC	GROUND EQUIPMENT	43.26
550780.5370.000	CENTRAL OFFICE SUPPLY	INK CARTRIDGE	64.01
206710.5600.000	CENTRAL OFFICE SUPPLY	NOTE PADS	16.28
206760.5600.000	CENTRAL OFFICE SUPPLY	CORRECTION	4.10
290113.5450.000	CENTURYLINK	4/1-4/30 911 SERVICES	418.00
290113.5450.000	CENTURYLINK	4/1-4/30 911 SERVICES	76.00
290113.5450.000	CENTURYLINK	4/1-4/30 911 SERVICES	20.37
206710.5610.510	CESSFORD CONSTRUCTION	HIGH PERF COLD MIX	1,432.80
206710.5610.510	CESSFORD CONSTRUCTION	ROAD STONE	769.20
206710.5610.600	CESSFORD CONSTRUCTION	ROAD STONE	82.49
101410.5570.000	CHAD R WEIR	WIPER BLADE	14.91
230110.5600.000	CHRISTOPHER T JONES	CITIZENS ACADEMY	257.00
101110.5132.000	CHRISTOPHER T JONES	SHOES ALLOWANCE	119.99
550780.5132.000	CITY LAUNDERING COMPANY	UNIFORMS CLEANED	30.47
550780.5132.000	CITY LAUNDERING COMPANY	UNIFORMS CLEANED	21.67
550780.5132.000	CITY LAUNDERING COMPANY	UNIFORMS CLEANED	21.67
550780.5132.000	CITY LAUNDERING COMPANY	UNIFORMS CLEANED	21.67
550780.5132.000	CITY LAUNDERING COMPANY	UNIFORMS CLEANED	15.42
491750.5230.030	CLAPSADDLE GARBER ASSOC INC	12/13/14-2/21/15 ALLIANT RD	2,179.40
206710.5570.000	CLEMONS INC	EQUALIZER	56.51
206710.5570.000	CLEMONS INC	CONNECTOR	2.55
510531.5600.000	CONCRETE INC	MAIN&FRANKLIN	855.79
510531.5600.000	CONCRETE INC	1312 W MAIN	424.58
510531.5600.000	CONCRETE INC	1ST ST & W STATE	199.39

510531.5600.000	CONCRETE INC	1ST ST & W STATE	168.84
510531.5600.000	CONCRETE INC	1609 W MAIN ST	152.78
101310.5732.250	CONSUMER REPORT BOOKS	REFERENCE GUIDE	14.49
206120.5480.010	CONSUMERS ENERGY CO-OP	3/1-4/1 MARSHALLTOWN	407.81
206160.5480.010	CONSUMERS ENERGY CO-OP	3/1-4/1 MARSHALLTOWN	63.10
101460.5331.500	CONVENTION & TOURISM BUREAU	DEC 2014 COLLECTIONS	74,674.73
101110.5600.000	CORTNEY B WATSON	EVIDENCE BAGS	8.96
101480.5600.000	CRESCENT ELECTRIC SUPPLY CO	OP SUPPLIES	149.62
520520.5600.000	CRESCENT ELECTRIC SUPPLY CO	LABEL MAKER	54.98
101421.5251.000	CRITERION PICTURES	SUMMER MOVIES	320.00
550780.5570.020	CROP PRODUCTION SERVICES	ENGINE OIL-	60.00
101140.5132.000	DANKO EMERGENCY EQUIPMENT CO.	X-SMALL GLOVES	56.00
684990.5980.000	DARRELL P TEMPLETON	HEALTH INSURANCE REFUND	351.12
101310.5600.000	DEMCO INCORP	DVD CASES	462.11
101310.5600.000	DEMCO INCORP	FOLDING EASEL	144.80
550780.5450.000	DEX MEDIA EAST LLC	ANNUAL PHONE LISTING	222.00
520520.5600.000	ELECTRIC SUPPLY OF M'TOWN	TANK #5 MIX	2,215.30
206120.5600.000	ELECTRIC SUPPLY OF M'TOWN	OP SUPPLIES	307.62
206120.5600.000	ELECTRIC SUPPLY OF M'TOWN	OP SUPPLIES	66.72
101880.5600.000	ELECTRIC SUPPLY OF M'TOWN	OP SUPPLIES	59.85
152451.5410.000	ELECTRIC SUPPLY OF M'TOWN	OP SUPPLIES	24.52
101880.5600.000	ELECTRIC SUPPLY OF M'TOWN	OP SUPPLIES	14.20
206160.5600.000	ELECTRIC SUPPLY OF M'TOWN	OP SUPPLIES	12.09
101140.5718.000	EMERGENCY MEDICAL PRODUCTS INC	TOT-L-VAC SUCTION UNIT	569.95
276210.5600.031	ENVIRO HEALTH TECHNOLOGIES	1118 MAY ST-LEAD CHECK	55.00
276210.5600.031	ENVIRO HEALTH TECHNOLOGIES	103 N 9TH ST-LEAD CHECK	55.00
276210.5600.031	ENVIRO HEALTH TECHNOLOGIES	1313 S 2ND ST-LEAD CHECK	50.00
276210.5600.031	ENVIRO HEALTH TECHNOLOGIES	7 S 6TH AVE-LEAD CHECK	50.00
276210.5600.031	ENVIRO HEALTH TECHNOLOGIES	209 N CENTER-LEAD CHECK	50.00
276210.5600.031	ENVIRO HEALTH TECHNOLOGIES	309 HARRISON-LEAD CHECK	50.00
276210.5600.031	ENVIRO HEALTH TECHNOLOGIES	ELDORA- LEAD CHECK	50.00
283210.5600.031	ENVIRO HEALTH TECHNOLOGIES	3107 S 12TH ST-LEAD CHECK	50.00
283210.5600.031	ENVIRO HEALTH TECHNOLOGIES	HUBBARD-LEAD CHECK	49.50
283210.5600.031	ENVIRO HEALTH TECHNOLOGIES	ROLLAND-LEAD CHECK	45.00
283210.5600.031	ENVIRO HEALTH TECHNOLOGIES	HUBBARD-LEAD CHECK	44.00
283210.5600.031	ENVIRO HEALTH TECHNOLOGIES	HUBBARD-LEAD CHECK	44.00
276210.5600.032	ENVIRO HEALTH TECHNOLOGIES	1118 MAY ST-LEAD CHECK	11.00
276210.5600.032	ENVIRO HEALTH TECHNOLOGIES	1313 S 2ND ST-LEAD CHECK	11.00
283210.5600.032	ENVIRO HEALTH TECHNOLOGIES	HUBBARD-LEAD CHECK	11.00
283210.5600.032	ENVIRO HEALTH TECHNOLOGIES	ROLLAND-LEAD CHECK	10.00
276210.5600.032	ENVIRO HEALTH TECHNOLOGIES	ELDORA- LEAD CHECK	5.50
276210.5600.032	ENVIRO HEALTH TECHNOLOGIES	103 N 9TH ST -LEAD CHECK	5.50
276210.5600.032	ENVIRO HEALTH TECHNOLOGIES	309 HARRISON-LEAD CHECK	5.50
283210.5600.032	ENVIRO HEALTH TECHNOLOGIES	3107 S 12TH ST-LEAD CHECK	5.00
276210.5600.031	ENVIRONMENTAL HAZARDS SERV	114 S 11TH AVE-LEAD CHECK	101.50
276210.5600.031	ENVIRONMENTAL HAZARDS SERV	1012 E MAIN ST-LEAD CHECK	94.25
276210.5600.031	ENVIRONMENTAL HAZARDS SERV	103 N 9TH ST-LEAD CHECK	94.25

276210.5600.031	ENVIRONMENTAL HAZARDS SERV	307 N 4TH AVE-LEAD CHECK	94.25
276210.5600.031	ENVIRONMENTAL HAZARDS SERV	309 HARRISON-LEAD CHECK	94.25
276210.5600.031	ENVIRONMENTAL HAZARDS SERV	1313 S 2ND ST-LEAD CHECK	36.25
101140.5600.000	EREPLACEMENTPARTS.COM	LIGHT BULB	16.39
101310.5210.000	FACEBOOK	POST - AD	25.00
247410.5600.000	FAREWAY STORES INC	BOTTLED WATERS	11.99
230110.5460.000	FAREWAY STORES INC	CITIZEN'S ACADEMY	6.55
520520.5600.000	FASTENAL COMPANY	OP SUPPLIES	105.89
101880.5600.000	FASTENAL COMPANY	OP SUPPLIES	28.44
528590.5230.030	FOX ENGINEERING ASSOCIATES INC	2/1-2/28 2014 SEWER REHAB	29,250.00
528590.5230.030	FOX ENGINEERING ASSOCIATES INC	3/1-3/28 IA RIVER INTERCEPTOR	28,799.60
528590.5230.030	FOX ENGINEERING ASSOCIATES INC	3/1-3/28 TURNER ST	18,483.85
528590.5230.030	FOX ENGINEERING ASSOCIATES INC	3/1-3/28 SEWER REHAB	7,650.00
491750.5230.030	FOX ENGINEERING ASSOCIATES INC	3/1-3/28 ALLIANT ROAD	737.00
101310.5732.300	FRIENDS OF ST PAUL PUBLIC LIBRARY	JUVENILE BOOK	556.00
101140.5132.000	GALL'S INC	ZIPPER BOOTS	67.96
999.1160.000	GALL'S INC	HASH MARKS-	9.90
247410.5600.000	GLOBAL INDUSTRIAL PRODUCTS	WATER BOTTLES	379.00
520520.5600.000	GRAYMONT CAPITAL INC	BULK LIME	3,802.47
101860.5231.000	GRIMES BUCK SCHOELL & BEACH	3/24-4/8 SERVICES	2,400.00
101561.5231.000	GRIMES BUCK SCHOELL & BEACH	3/24-4/8 SERVICES	150.00
528590.5231.000	GRIMES BUCK SCHOELL & BEACH	3/24-4/8 SERVICES	75.00
230110.5460.000	HALEY'S GROCERY	CITIZEN'S ACADEMY	164.05
101310.5410.000	HARTWIG PLUMBING & HEATING INC	PLUMBING REPAIRS	159.24
206710.5450.000	HEART OF IOWA COMM	4/1-4/30 INTERNET	235.09
550780.5450.000	HEART OF IOWA COMM	4/1-4/30 INTERNET	117.54
520590.5450.000	HEART OF IOWA COMM	4/1-4/30 INTERNET	70.53
510531.5450.000	HEART OF IOWA COMM	4/1-4/30 INTERNET	47.02
101580.5562.000	HOME RENTAL CENTER	GROUNDS EQUIPMENT	9.00
101850.5460.000	HOTELS.COM	CONFERENCE-FINANCE	2,393.12
101421.5600.010	HY-VEE ACCOUNTS RECEIVABLE	DADDY/DAUGHTER DANCE	269.60
230110.5460.000	HY-VEE ACCOUNTS RECEIVABLE	CITIZEN'S ACADEMY	138.43
276210.5600.010	HY-VEE ACCOUNTS RECEIVABLE	PROMOTIONAL	100.00
101421.5600.010	HY-VEE ACCOUNTS RECEIVABLE	DADDY/DAUGHTER DANCE	72.00
152451.5600.450	HY-VEE ACCOUNTS RECEIVABLE	COLISEUM CONCESSIONS	67.31
152451.5600.450	HY-VEE ACCOUNTS RECEIVABLE	COLISEUM CONCESSIONS	39.00
230110.5460.000	HY-VEE ACCOUNTS RECEIVABLE	CITIZEN'S ACADEMY	34.44
152451.5600.450	HY-VEE ACCOUNTS RECEIVABLE	COLISEUM CONCESSIONS	30.46
152451.5600.450	HY-VEE ACCOUNTS RECEIVABLE	COLISEUM CONCESSIONS	27.05
230110.5460.000	HY-VEE ACCOUNTS RECEIVABLE	CITIZEN'S ACADEMY	26.59
101310.5600.000	HY-VEE ACCOUNTS RECEIVABLE	SUPPLIES	24.96
247410.5600.000	HY-VEE ACCOUNTS RECEIVABLE	SUFTA TRAINING	22.41
101310.5600.000	HY-VEE ACCOUNTS RECEIVABLE	SUPPLIES	15.20
152451.5600.450	HY-VEE ACCOUNTS RECEIVABLE	COLISEUM CONCESSIONS	14.62
242310.5600.010	HY-VEE ACCOUNTS RECEIVABLE	PROGRAM SUP	13.78
230110.5460.000	HY-VEE ACCOUNTS RECEIVABLE	CITIZEN'S ACADEMY	6.38
152451.5600.450	HY-VEE ACCOUNTS RECEIVABLE	COLISEUM CONCESSIONS	3.16

101410.5216.000	IA CRIMINAL RECORD CHECKS	BACKGROUND CHECKS	75.00
530540.5216.000	IA CRIMINAL RECORD CHECKS	BACKGROUND CHECKS	60.00
101140.5216.000	IA CRIMINAL RECORD CHECKS	BACKGROUND CHECKS	15.00
550780.5216.000	IA CRIMINAL RECORD CHECKS	BACKGROUND CHECKS	15.00
206712.5610.820	INDEPENDENT SALT	161.78 TONS SALT	11,643.31
101310.5732.250	INGRAM LIBRARY SERVICES	REFERENCE BOOK	29.98
101310.5732.250	INGRAM LIBRARY SERVICES	REFERENCE BOOK	17.99
520520.5718.000	IOWA AUTOMATION COMPANY	EFFLUENT TRANSFER SWITCH	2,360.00
101140.5280.000	IOWA CHAPTER IAAI	MEMBERSHIP	30.00
278690.5251.000	IOWA DEPT OF PUBLIC HEALTH	RISK ASSESSMENT	60.00
520520.5280.000	IOWA DNR	BAEDKE REGISTRATION	30.00
101310.5340.010	IOWA HOMETOWN SECURITY	FIRE INSPECTION	300.00
152451.5340.010	IOWA HOMETOWN SECURITY	COLISEUM INSPECTION	200.00
101110.5600.000	IOWA OFFICE INTERIORS, INC	INK, TONER	223.70
101310.5600.000	IOWA OFFICE INTERIORS, INC	OFFICE SUPPLIES	110.56
101420.5331.500	IOWA VALLEY CONTINUING EDU	JOB FAIR	75.00
101410.5192.070	IOWA WORKFORCE DEVELOPMENT	UNEMPLOYMENT	4,150.83
101310.5732.320	IVAN MARTINEZ	LOST BOOK RETURNED	14.98
101310.5732.320	JAN ZATOVICH	OVERPAID BOOK FINE	18.00
520520.5410.000	JENSEN INC	2004 FORD STEERING REPAIR	337.05
101110.5570.000	JENSEN INC	#513 CAR PEDAL	216.23
101310.5600.010	JOA M LAVILLE	YOUTH PROGRAM	28.62
101110.5430.000	JOAN JAIMES	INTERPRETING	30.00
276210.5472.000	JOYCE BROWN	MILEAGE	50.31
101770.5410.000	KAPAUN & BROWN INC	REPAIR FURNACE	568.55
206710.5570.000	KAPAUN & BROWN INC	SUPPLIES	251.40
101420.5340.640	KAREN GALE	4/5-4/19 ZUMBA CLASSES	187.50
101421.5340.640	KAREN GALE	4/5-4/19 ZUMBA CLASSES	30.00
206710.5600.000	KARL CHEVROLET	OP SUPPLIES	72.74
101410.5132.000	KELLY T SMITH	CLOTHING ALLOWANCE	63.62
101110.5570.000	KEN WISE CHRYSLER, DODGE, JEEP	CAR PUMP #500	201.60
520520.5600.030	KEYSTONE LAB INC	MERCURY ANALYSIS	28.00
520520.5600.030	KEYSTONE LAB INC	HOLDING TANK	28.00
230110.5570.000	KIEL S STEVENSON	CONFERENCE	53.20
230110.5460.000	KIEL S STEVENSON	CONFERENCE	42.96
276210.5749.000	KOCH BROTHERS	COLOR COPIER-HOUSING	8,995.00
101110.5570.010	KUM & GO	FUEL -	18.95
101110.5460.000	LEGENDS AMERICAN	CONFERENCE LUNCH	16.00
999.1160.000	LEGENDS AMERICAN	CONFERENCE LUNCH	7.07
206710.5600.000	M GERVICH & SONS INC	STEEL TUBE	69.20
101880.5600.000	M GERVICH & SONS INC	OP SUPPLIES	19.00
101880.5600.000	M GERVICH & SONS INC	OP SUPPLIES	19.00
101880.5600.000	M GERVICH & SONS INC	OP SUPPLIES	18.00
520520.5600.000	M GERVICH & SONS INC	CRANE BASKET	18.00
101561.5360.000	MAIL SERVICES	RENTAL INSPECTIONS	209.01
101840.5360.000	MAIL SERVICES	CITY ADMIN&PROJECTS	207.99
278690.5360.000	MAIL SERVICES	RENT ASSISTANCE	194.08

101840.5360.000	MAIL SERVICES	CITY ADMIN&PROJECTS	159.93
276210.5360.000	MAIL SERVICES	LEAD ABATEMENT	58.60
278690.5360.000	MAIL SERVICES	RENT ASSISTANCE	53.79
276210.5360.000	MAIL SERVICES	LEAD ABATEMENT	41.28
101561.5360.000	MAIL SERVICES	RENTAL INSPECTIONS	34.28
101840.5360.000	MAIL SERVICES	CITY ADMIN&PROJECTS	27.35
278690.5360.000	MAIL SERVICES	RENT ASSISTANCE	19.88
101561.5360.000	MAIL SERVICES	RENTAL INSPECTIONS	3.54
230110.5460.000	MAMA DIGRADO'S PASTA & PIZZA	CITIZEN'S ACADEMY	126.32
101110.5570.010	MARSHALL COUNTY ENGINEER	3/1-3/31 CITY VEHICLE FUEL	5,093.46
550780.5570.010	MARSHALL COUNTY ENGINEER	3/1-3/31 CITY VEHICLE FUEL	4,821.79
206710.5570.000	MARSHALL COUNTY ENGINEER	3/1-3/31 CITY VEHICLE FUEL	2,242.47
101140.5570.000	MARSHALL COUNTY ENGINEER	3/1-3/31 CITY VEHICLE FUEL	776.45
101410.5570.060	MARSHALL COUNTY ENGINEER	3/1-3/31 CITY VEHICLE FUEL	527.61
510531.5570.060	MARSHALL COUNTY ENGINEER	3/1-3/31 CITY VEHICLE FUEL	411.02
510531.5570.060	MARSHALL COUNTY ENGINEER	3/1-3/31 CITY VEHICLE FUEL	274.02
206120.5570.000	MARSHALL COUNTY ENGINEER	3/1-3/31 CITY VEHICLE FUEL	225.91
520590.5570.010	MARSHALL COUNTY ENGINEER	3/1-3/31 CITY VEHICLE FUEL	169.15
101410.5570.010	MARSHALL COUNTY ENGINEER	3/1-3/31 CITY VEHICLE FUEL	159.19
510531.5570.010	MARSHALL COUNTY ENGINEER	3/1-3/31 CITY VEHICLE FUEL	112.77
520520.5570.010	MARSHALL COUNTY ENGINEER	3/1-3/31 CITY VEHICLE FUEL	104.75
101560.5570.000	MARSHALL COUNTY ENGINEER	3/1-3/31 CITY VEHICLE FUEL	77.29
206760.5570.000	MARSHALL COUNTY ENGINEER	3/1-3/31 CITY VEHICLE FUEL	70.47
218110.5570.000	MARSHALL COUNTY ENGINEER	3/1-3/31 CITY VEHICLE FUEL	11.74
101410.5340.010	MARSHALL COUNTY LANDFILL	PARK&REC DUMP	30.80
101770.5410.000	MARSHALLTOWN AVIATION INC	GROUND MAINTENANCE	457.88
101770.5600.000	MARSHALLTOWN AVIATION INC	INTERNET REIMBURSEMENT	30.05
550780.5210.000	M'TOWN BROADCASTING INC	RADIO MILITARY	100.00
999.1190.010	MARSHALLTOWN WATER WORKS	REVENUE REIMBURSEMENT	992.57
520520.5980.000	MARSHALLTOWN WATER WORKS	WATER PIPE BROKE	333.54
206120.5230.000	MARSHALLTOWN WATER WORKS	74 LOCATES	21.73
520590.5230.000	MARSHALLTOWN WATER WORKS	74 LOCATES	13.03
510531.5230.000	MARSHALLTOWN WATER WORKS	74 LOCATES	8.69
206710.5410.000	MCATEE TIRE SALES & SERVICE INC	#14TRUCK TIRES	771.20
101410.5570.000	MCATEE TIRE SALES & SERVICE INC	#811 Tires	728.60
101110.5570.000	MCATEE TIRE SALES & SERVICE INC	CAR TIRE #511	148.10
206710.5410.000	MCATEE TIRE SALES & SERVICE INC	TIRE REPAIR	23.00
238410.5260.000	MCMASTER-CARR SUPPLY COMPANY	PARK DAMAGE REPAIRS	575.76
101310.5450.000	MEDIACOM	LIBRARY INTERNET	75.90
681140.5338.000	MEDTRAK SERVICES LLP	4/1-4/15 411 SERVICES	997.85
276210.5433.000	MENARDS	SAFE HOUSE	309.00
520520.5600.000	MENARDS	OP SUPPLIES	163.69
520520.5600.000	MENARDS	OP SUPPLIES	152.98
101480.5600.000	MENARDS	OP SUPPLIES	119.00
206710.5600.000	MENARDS	OP SUPPLIES	105.88
101480.5600.000	MENARDS	OP SUPPLIES	103.47
520520.5600.000	MENARDS	OP SUPPLIES	97.54

206120.5600.000	MENARDS	OP SUPPLIES	81.95
101881.5600.080	MENARDS	OP SUPPLIES	62.57
101140.5600.000	MENARDS	OP SUPPLIES	61.85
206710.5600.000	MENARDS	OP SUPPLIES	41.42
101140.5600.000	MENARDS	OP SUPPLIES	40.03
520520.5600.000	MENARDS	OP SUPPLIES	29.97
206710.5600.000	MENARDS	OP SUPPLIES	26.46
206710.5600.000	MENARDS	OP SUPPLIES	25.98
101480.5600.000	MENARDS	OP SUPPLIES	21.44
101480.5600.000	MENARDS	OP SUPPLIES	19.67
206710.5600.000	MENARDS	OP SUPPLIES	10.68
206710.5600.000	MENARDS	OP SUPPLIES	9.98
206710.5600.000	MENARDS	OP SUPPLIES	8.99
206710.5600.000	MENARDS	OP SUPPLIES	6.63
206710.5600.000	MENARDS	RETURN SUPPLIES	(10.68)
206710.5600.000	MENARDS	RETURN SUPPLIES	(29.92)
520520.5600.000	MENARDS	RETURN SUPPLIES	(163.69)
206710.5340.290	MICHAEL LISKOWIAK	TREE CLEAN UP	275.00
101310.5732.300	MICROMARKETING LLC	JUVENILE AUDIO BOOKS	279.95
101310.5732.300	MICROMARKETING LLC	AUDIO BOOKS	276.96
101310.5732.300	MICROMARKETING LLC	JUVENILE AUDIO BOOKS	139.97
101310.5732.300	MICROMARKETING LLC	JUVENILE AUDIO BOOKS	100.96
101310.5732.300	MICROMARKETING LLC	AUDIO BOOKS	99.93
101310.5732.300	MICROMARKETING LLC	AUDIO BOOKS	68.98
101310.5732.300	MICROMARKETING LLC	ADULT AUDIO	39.99
101310.5732.300	MICROMARKETING LLC	JUVENILE AUDIO BOOKS	19.95
520520.5600.030	MIDLAND SCIENTIFIC INC	ULTRA PURE FILTERS	116.45
206710.5340.010	MIDWEST OVERHEAD CRANE	ANNUAL INSPECTION	581.94
510531.5340.010	MINUTEMAN INC	VIOLATION LETTERS	588.50
550780.5360.000	MINUTEMAN INC	FED EX PKG	12.25
530540.5600.000	MONDI BAGS USA LLC	12150 COMPOST BAGS	7,090.93
101421.5280.000	MOTION PICTURE LICENSE	6/6/15-6/6/16	102.94
206710.5570.000	NAPA	TRUCK PARTS	102.95
520520.5570.000	NAPA	JD GATOR OIL	29.96
520520.5600.000	NAPA	JB WELD	26.96
520520.5600.000	NAPA	PRIMARY SKIMMER	17.09
520520.5600.000	NAPA	SOCKETS	11.82
520520.5600.000	NAPA	JB WELD	9.98
520520.5600.000	NAPA	SQUEEGIE	8.86
550780.5570.000	NAPA	BLACK PAINT	6.57
520590.5600.000	NAPA	LUBRICANT	6.17
520520.5600.000	NAPA	SOCKET	5.99
510531.5600.000	NAPA	LUBRICANT	4.12
206710.5600.000	NAPA	PARTS	3.14
520520.5600.030	NCL OF WISCONSIN INC	CONDUCTIVITY	19.53
101110.5600.000	NEWEGG INC	2 - MONITORS	283.96
550780.5570.000	NORTH AMERICAN BUS IND	SCREWS&PULLEY	154.44

520520.5340.010	NUTRI JECT SYSTEMS INC	4/13-4/18 LAND APPLICATION	53,829.00
101310.5340.070	OCLC, INC	CATALOGING&ILL SUBSC	805.30
520590.5600.000	OPTICS PLANET INC	OP SUPPLIES	12.00
510531.5600.000	OPTICS PLANET INC	OP SUPPLIES	8.00
276210.5600.010	ORIENTAL TRADING CO INC	PROMOTIONAL SUPPLIES	97.37
101310.5732.300	OVERDRIVE, INC.	JUVENILE Ebooks	183.88
101310.5732.320	OVERDRIVE, INC.	eBOOKS-MEMO	115.50
101310.5732.320	OVERDRIVE, INC.	eBOOKS- MEMO	18.99
101881.5340.070	OVERHEAD DOOR COMPANY	FIRE DOOR-36 N CENTER	190.00
101310.5732.300	OXFORD UNIVERSITY PRESS INC	BOOK	8.98
101310.5732.300	PEACH COBBLER BOOKS	JUVENILE BOOKS	140.65
276210.5410.000	PETTENGILL CONSTRUCTION	112 N 7TH AVE-HOUSING	15,287.00
276210.5410.000	PETTENGILL CONSTRUCTION	103 N 9TH ST-HOUSING	10,655.00
101310.5600.000	PETTY CASH - LIBRARY	ITEMS REFUND	15.26
101310.5472.000	PETTY CASH - LIBRARY	ITEMS REFUND	14.21
101310.5732.320	PETTY CASH - LIBRARY	ITEMS REFUND	11.00
101310.5210.000	PETTY CASH - LIBRARY	ITEMS REFUND	5.00
242310.5600.010	PIZZA HUT	PIZZA FOR PROGRAM-LIBRARY	227.49
101110.5600.000	POLK CITY DIRECTORIES	ADVERTISING	235.00
101310.5732.250	POLK CITY DIRECTORIES	ADVERTISING	235.00
206760.5600.000	POLK CITY DIRECTORIES	ADVERTISING	235.00
290113.5600.000	POLK CITY DIRECTORIES	ADVERTISING	235.00
278690.5340.070	PREMIER OFFICE EQUIPMENT	FINAL BILL-HOUSING	1,411.60
101310.5600.000	PREMIER OFFICE EQUIPMENT	2/18-3/17 COPIES	70.15
101310.5600.000	PREMIER OFFICE EQUIPMENT	3/18/4/17 COPIES	56.58
101310.5600.000	PREMIER OFFICE EQUIPMENT	2/28-3/29 COPIES	41.52
276210.5600.010	PROJECT ENERGY SAVERS	PROMOTIONAL ITEMS	440.00
276210.5600.010	PROJECT ENERGY SAVERS	PROMOTIONAL ITEMS	180.32
101310.5732.300	PUBLIC BROADCAST SYSTEM	DVDS	125.00
520590.5600.000	QUILL CORPORATION	MISC OFFICE	61.79
510531.5600.000	QUILL CORPORATION	MISC OFFICE	41.20
520520.5600.000	QUILL CORPORATION	MISC OFFICE	35.27
150410.5410.000	R & R SERVICES	KIWANIS PK ROOF	10,000.00
247410.5410.000	R & R SERVICES	KIWANIS PK ROOF	4,149.85
235140.5749.000	RACOM CORPORATION	PA&SPEAKERS-POLICE DEPT	9,055.00
230110.5570.000	RACOM CORPORATION	K9 VEHICLE-POLICE DEPT	1,130.00
101110.5570.000	RACOM CORPORATION	#521 WATCHGUARD	686.00
150891.5703.000	RADIO SHACK	PD WORKSTATION	46.40
101110.5460.000	RAMADA INN	HOTEL -POLICE CONFERENCE	124.56
101831.5460.000	RANDY WETMORE	CONFERENCE	100.00
101410.5562.000	RCPW.COM	GROUNDS EQUIPMENT	81.03
101310.5732.300	RECORDED BOOKS LLC	ADULT AUDIO BOOKS	161.20
101310.5732.300	RECORDED BOOKS LLC	ADULT AUDIO BOOKS	71.98
101310.5732.300	RECORDED BOOKS LLC	ADULT AUDIO BOOKS	35.99
101310.5732.300	RECORDED BOOKS LLC	JUVENILE AUDIO BOOKS	27.67
101310.5732.300	RECORDED BOOKS LLC	ADULT AUDIO BOOKS	26.99
101310.5732.300	RECORDED BOOKS LLC	ADULT AUDIO BOOKS	17.99

101310.5732.320	RECORDED BOOKS LLC	LOST BOOK RETURNED	6.95
550780.5340.010	RIDE SYSTEMS	AVL IN BUSES	850.00
278690.5240.510	RIVER BIRCH APTS	RENT ASSISTANCE	120.00
101110.5460.000	SAFE KIDS WORLDWIDE	CPS RECERTICATION	50.00
550780.5570.000	SAFECART.COM	VEHICLE MAINTENANCE	29.95
206710.5570.000	SAHARA SURPLUS	VEHICLE MAINTENANCE	19.95
101140.5600.000	SANDRY FIRE SUPPLY LLC	MSA DISINFECTANT	43.75
101310.5460.000	SARAH ROSENBLUM	2TRIPS TO AMES-MILEAGE	59.84
101880.5340.070	SCHENDEL PEST CONTROL COMPANY	CITY HALL,POLICE,P&R	58.00
276210.5320.000	SCHENDEL PEST CONTROL COMPANY	110 W LINN ST	45.00
276210.5320.000	SCHENDEL PEST CONTROL COMPANY	112 W LINN ST	45.00
152451.5340.010	SCHENDEL PEST CONTROL COMPANY	COLISEUM	22.50
101881.5340.070	SCHUMACHER ELEVATOR COMPANY	CARNEGIE BLDGE	201.44
101880.5340.070	SCHUMACHER ELEVATOR COMPANY	CITY HALL	197.43
101480.5340.070	SCHUMACHER ELEVATOR COMPANY	SENIOR CENTER	186.59
101310.5340.010	SERVICEMASTER OF M'TOWN INC	CLEANING SERV-LIBRARY	1,369.33
206710.5340.010	SERVICEMASTER OF M'TOWN INC	CLEANING SERV-PUB WORKS	312.00
101420.5340.640	SHELBY PENNINGTON FARMER	4/5-4/19 ZUMBA CLASSES	112.50
276210.5600.010	SIGN CREATIONS	LEAD PROGRAM	540.00
528590.5340.010	SM HENTGES & SONS INC	IA RIVER INTERCEPTOR	287,056.73
150891.5703.000	STAPLES	2 PD WORKSTATIONS	799.96
101790.5600.000	STAPLES	PARKING TICKETS	96.49
101110.5600.000	STAPLES	CLIPBOARDS	72.63
101110.5600.000	STAPLES	2 DISPLAY EASEL	63.58
101420.5600.000	STAPLES	OFFICE SUPPLIES	57.56
276210.5600.000	STAPLES	OFFICE SUPPLIES	19.99
101420.5600.000	STAPLES	OFFICE SUPPLIES	5.97
101545.5460.000	STEVE MUNTZ	HOTEL&CONFERENCE	567.86
101310.5340.010	STONE SANITATION	GARBAGE SERVICE	92.59
101310.5600.000	STRAND'S INC	FROGTAPE	10.45
520520.5230.030	STRUCTURAL ENGINEERS PC	WPCP CONCRETE WORK	10,980.00
101881.5600.080	STUCKYS VACUUM STORE	OP SUPPLIES	199.99
206710.5570.000	SUPPLYHOUSE.COM	VEHICLE MAINTENANCE	138.50
206710.5570.000	SUPPLYHOUSE.COM	VEHICLE MAINTENANCE	26.95
101310.5340.070	TELE DIFFERENCE	NETWORK&PHONES	227.00
101310.5732.300	THE BOOK FARM, INC	JUVENILE BOOKS	220.35
101310.5732.300	THE BOOK FARM, INC	JUVENILE BOOKS	53.55
684990.5337.000	THE HARTFORD-PRIORITY ACCTS	EMPL LTD/LIFE INSURANCE	6,204.04
520520.5600.000	THE OPTICAL CENTER	SAFETY GLASSES	20.00
520520.5600.000	THEISEN'S	SOFTENER SALT	298.62
101410.5132.010	THEISEN'S	P& R CLOTHING	65.98
101140.5600.000	THEISEN'S	OIL DRY	55.92
206710.5600.000	THEISEN'S	OP SUPPLIES	54.12
206710.5570.000	THEISEN'S	VEHICLE MAINTENANCE	46.88
206710.5600.000	THEISEN'S	OP SUPPLIES	42.34
206710.5600.000	THEISEN'S	OP SUPPLIES	36.84
206710.5600.000	THEISEN'S	OP SUPPLIES	30.55

101140.5600.000	THEISEN'S	TRASH BAGS	29.99
101410.5600.080	THEISEN'S	TOOLS	25.98
206710.5600.000	THEISEN'S	OP SUPPLIES	25.18
206710.5600.000	THEISEN'S	OP SUPPLIES	24.46
206710.5600.000	THEISEN'S	OP SUPPLIES	22.66
206710.5600.000	THEISEN'S	OP SUPPLIES	22.53
520590.5600.000	THEISEN'S	OP SUPPLIES	22.17
520590.5600.000	THEISEN'S	OP SUPPLIES	16.78
510531.5600.000	THEISEN'S	OP SUPPLIES	14.78
510531.5600.000	THEISEN'S	OP SUPPLIES	11.19
101110.5600.000	THEISEN'S	DOG KONG FOR JORDY	10.99
206710.5600.000	THEISEN'S	OP SUPPLIES	9.98
206710.5600.000	THEISEN'S	OP SUPPLIES	8.98
206710.5600.000	THEISEN'S	OP SUPPLIES	6.27
206710.5600.000	THEISEN'S	OP SUPPLIES	4.99
206710.5600.000	THEISEN'S	OP SUPPLIES	4.49
230110.5570.000	THOMAS M WATSON	CONFERENCE	58.33
230110.5460.000	THOMAS M WATSON	CONFERENCE	43.47
101110.5600.000	THOMPSON'S TRUE VALUE	GRASS SEED, WEED KILLER	25.97
101110.5600.000	THOMPSON'S TRUE VALUE	GRASS SEED, WEED KILLER	25.97
101880.5600.000	THOMPSON'S TRUE VALUE	TOGGLE SWITCH	2.59
101000.4472.000	TIFFANY BRU	RENTAL CANCELLATION	70.00
550780.5210.000	TIMES-REPUBLICAN	EOMPLOYMENT ADS	383.15
530540.5210.000	TIMES-REPUBLICAN	EOMPLOYMENT ADS	334.08
101420.5210.000	TIMES-REPUBLICAN	EOMPLOYMENT ADS	266.50
101110.5210.000	TIMES-REPUBLICAN	POLICE OFFICER AD	220.74
101110.5230.000	TLO TRANSUNION	FEB INTEL REQUEST	13.75
101141.5460.000	TREASURERS OFFICE	FIRE CHIEFS CONFERENCE	100.00
101140.5280.000	TREASURERS OFFICE	CONFERENCE	20.00
477580.5360.000	TREES FOREVER	COLORING BOOKS	12.65
101310.5340.070	TRI STATE LOCK SERVICE	ALARM CLOCK	453.00
101410.5410.000	TRI STATE LOCK SERVICE	REKEYS	16.00
206120.5570.000	TRI STATE LOCK SERVICE	REPAIR & KEYS	15.00
278690.5360.000	U S POST OFFICE	POSTAGE	100.00
520520.5360.000	U S POST OFFICE	SHIP SAMPLE	7.55
520520.5230.030	UNION SOLUTIONS	ENG EVAL GAS TEST GENERATOR	910.00
101310.5340.010	UNIQUE MANAGEMENT SERV	OVRDUE BOOK COLLECTIONS	62.65
283210.5460.010	UNITED AIRLINES	AIRFARE ORLANDO-HOUSING	315.20
283210.5460.010	UNITED AIRLINES	AIRFARE ORLANDO-HOUSING	315.20
150310.5380.000	US BANK EQUIPMENT FINANCE	COPIER PAYMENT	344.00
520590.5450.000	VERIZON WIRELESS	3/11-4/10 SERVICE	48.01
510531.5450.000	VERIZON WIRELESS	3/11-4/10 SERVICE	32.01
101421.5600.010	WAL MART STORES INC	DADDY/ DAUGTHER DANCE	80.16
290113.5600.000	WAL MART STORES INC	VACUUM, CLEANER	53.00
101110.5600.000	WAL MART STORES INC	3 - CARD READERS	50.64
101110.5600.000	WAL MART STORES INC	MOUSE	19.97
230110.5460.000	WAL MART STORES INC	CITIZEN'S ACADEMY	17.52

101110.5600.000	WAL MART STORES INC	LANYARDS	16.62
101110.5600.000	WAL MART STORES INC	SUPPLIES	12.92
101110.5600.000	WAL MART STORES INC	BADGE HOLDER	6.03
101110.5600.000	WAL MART STORES INC	BADGE HOLDER	5.64
152451.5600.000	WAL MART STORES INC	Vacuum bags	5.47
520520.5600.030	WAL MART STORES INC	LAB SUPPLIES	4.14
101110.5600.000	WAL MART STORES INC	CREDIT - BAGS	(6.03)
276210.5600.010	WAL MART STORES INC	SUPPLIES RETURNED	(6.71)
101421.5600.010	WALGREEN'S	DADDY/DAUGHTER DANCE	10.56
684990.5339.000	WELLMARK INC	4/10-4/17 MED SUPPLIES	45,467.23
101891.5460.000	WILLIAM J LAWYER	CONFERENCE MILEAGE	87.36
101891.5472.000	WILLIAM J LAWYER	CONFERENCE MILEAGE	10.53
101310.5600.000	WW GRAINGER	FILTERS-	488.64
520520.5132.000	WW GRAINGER	LAB COATS	77.10
206711.5600.000	ZARNOTH BRUSH WORKS INC	DISPOSABLE GUTTER BROOM	506.00
206710.5600.000	ZEE MEDICAL, INC	SUPPLIES	199.65
520590.5600.590	ZIEGLER INC	FILTERS/BATTERY	284.24
510531.5600.531	ZIEGLER INC	FILTERS/BATTERY	76.18
			802,795.67

James L. Lowrance, Mayor
Randy Wetmore, Administrator
Justin Nickel, Public Works Director
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Tel - (641) 754-5734
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DEPARTMENT OF PUBLIC WORKS

To: Mayor James L. Lowrance
Members of the City Council

From: Justin Nickel
Director of Public Works

Date: April 8th, 2015

RE: Angled Parking

On March 23rd, Dean Stucky attended the council meeting to make a request that the City investigate angled parking on Main Street. Dean expressed his desire to add more store front parking in front of his business, along with the other businesses on Main Street.

City staff proceeded to gather information to see if angled parking was a viable option for Main Street. Staff began by measuring the width of Main Street along with other features of the travel lanes that would allow for angled parking. Staff visited Grinnell, Ames and Nevada in an effort to see how other communities handled angled parking. These cities were investigated since their Right of Way width is comparable to that of Marshalltown's and feature angled parking.

Main Street in Marshalltown has 80 feet of Right of Way (ROW) width. Of the 80 feet of ROW, 48 feet of that makes up the travel (23 ft), parking (7.5 ft x 2), and bike (5 ft x 2) lane portion of Main Street. From the data we collected we laid out parking at a standard 45 degree angle. Please refer to the attached figure to see how Marshalltown compares to the other Cities investigated.

You will notice that the travel width and subsequently the lane width become much more narrow with angled parking. Main Street as it exists today will not safely accommodate angled parking on both sides of the road. If angled parking were to be installed using current parking standards it would decrease the width of the two opposing travel lanes from 11.5 ft. to only 8.5 ft. due to the bumpers of the parked vehicles protruding into the travel way.

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Bill Martin, Robert Schubert, Bethany Wirin

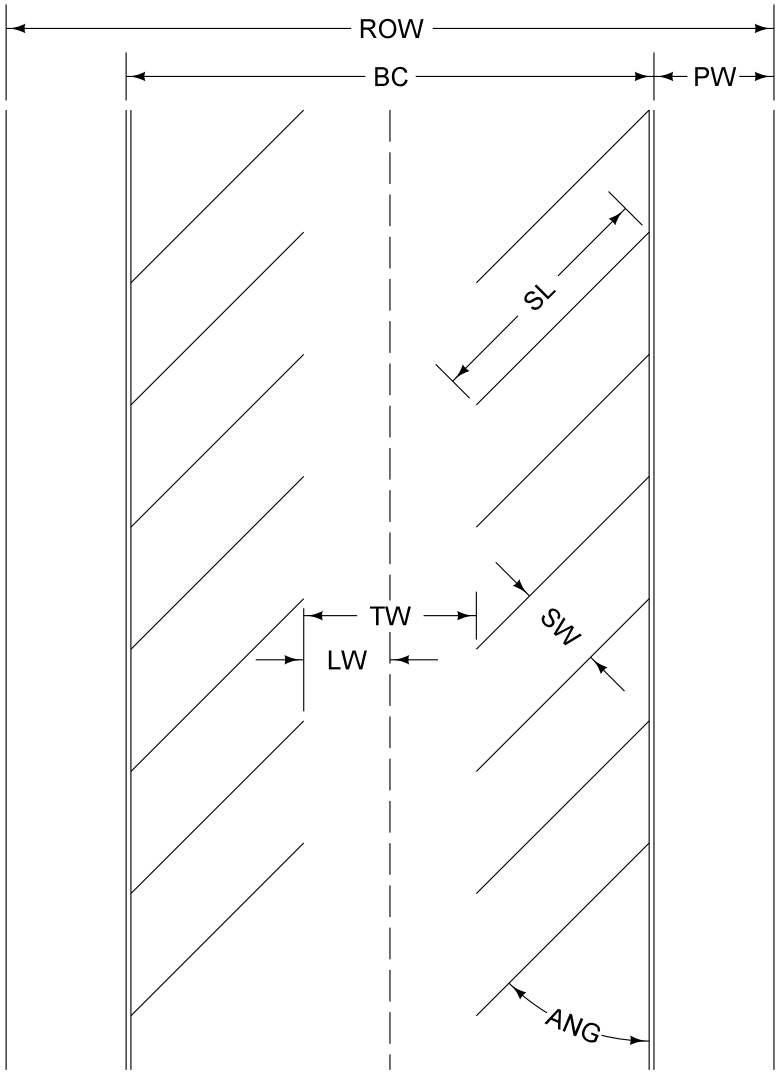
Grinnell and Ames are two communities who have comparable ROW width to that of Marshalltown, both of which have sacrificed sidewalk width to allow for wider streets.

The reduction of travel lane width will present challenges for snow removal procedures due to the narrower streets. This method would restrain the parking available until snow removal was complete. The bike lane on Main Street on both the north and south side of the road would need to be removed in order to accommodate angled parking.

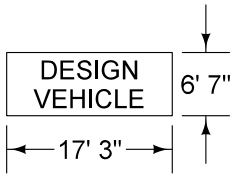
Research on angled versus parallel parking revealed two studies on the topic. One study was performed by the Oregon DOT and one was performed by Iowa State University. Both studies concluded that angle parking had higher crash rates than comparable sections with parallel parking and that parallel parking is preferable to angle parking whenever possible.

In summary, the addition of angled parking on Main Street would decrease the travel lanes to unsafe standards. Snow removal operations would need to be addressed as storing the snow in the center of the street will no longer be an option due to narrow lane widths. The bike lane would need to be removed to accommodate angled parking movements.

Please feel free to contact Justin Nickel if you have further questions.

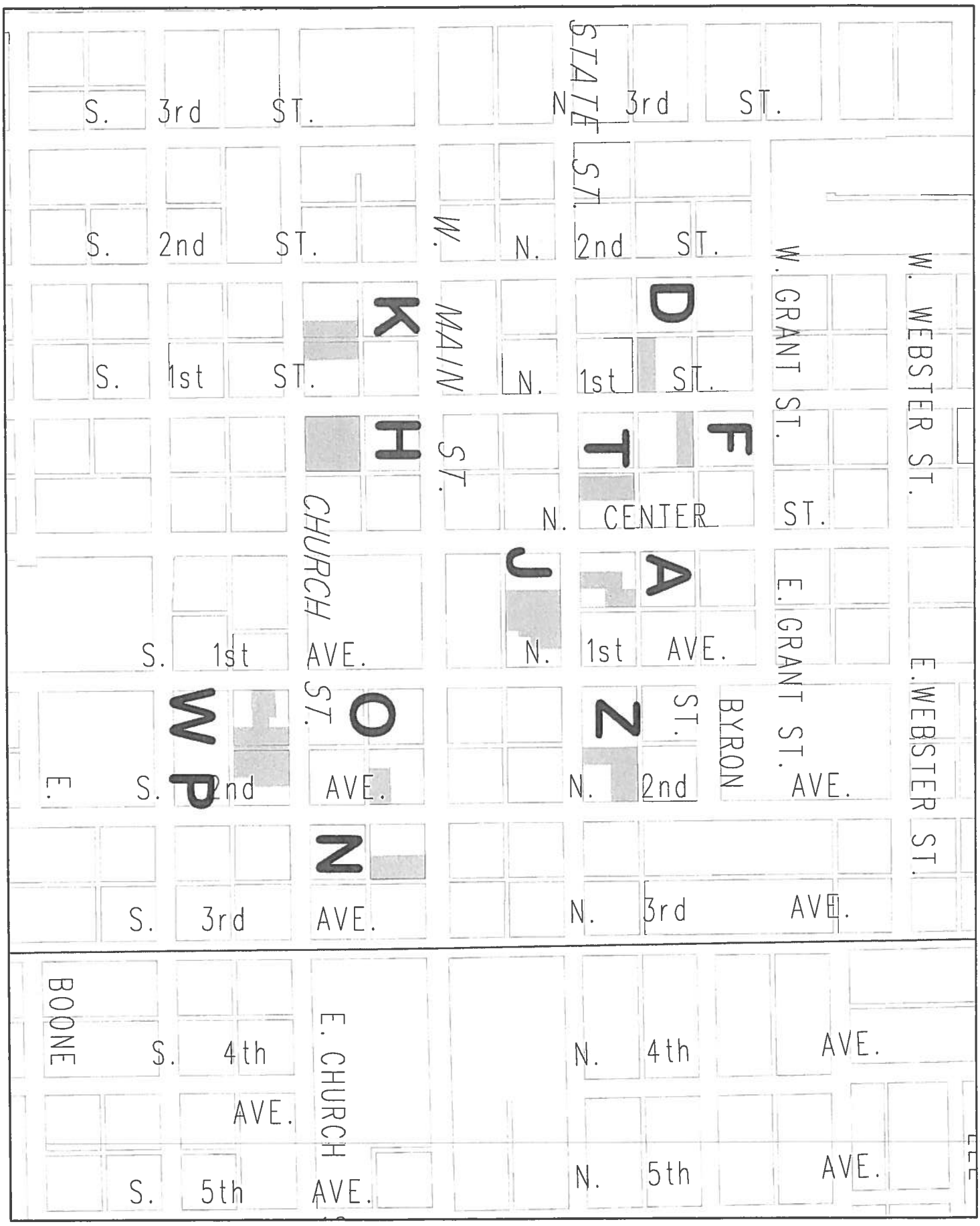


Right of Way					
Right of Way Features	**Abbreviation**	**Marshalltown**	**Grinnell**	**Ames**	**Nevada**
Right of Way (ft)	ROW	80	80	80	90
Back of Curb (ft)	BC	49	61	55	59
Pedestrian Width (ft)	PW	15.5 / 15.5	9.5 / 9.5	12.5 / 12.5	15.5 / 15.5
Parking Features					
Parking Features	**Abbreviation**	**Marshalltown *Proposed***	**Grinnell**	**Ames**	**Nevada**
Stall Angle (deg)	ANG	45	36	40	39
Stall Length (ft)	SL	18	23.5	20	21
Stall Width (ft)	SW	9	9	9	8.75
Travel Width (ft)	TW	22.5	26	25	28
Lane Width (ft)	LW	11.25	13	12.5	14



the City of Marshalltown
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

ANGLE PARKING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BOONE
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N. 4th AVE.
E. CHURCH
S. 5th AVE.
N. 5th AVE.

Oregon Department of Transportation
Traffic Management Section
Traffic Engineering Services Unit

March 15, 2001

Safety Comparison of Angle and Parallel Parking File Code: **TRA 07-01-05**

SUMMARY

Recently, the Traffic Engineering Services Unit was asked to review the research on the safety differences between types of on-street parking, specifically parallel and angle parking. This document is a summary of those findings.

In general, the study of the safety effects of on-street parking has been focused on the type of parking arrangement since it is clear that any on-street parking "decreases through capacity, impedes traffic flow, and increases crash potential (*1*)". Much of the research on the comparison of on-street parking (angle and parallel) was conducted prior to the 1980s with a few more recent studies in the 1990s. Conclusions of the early research were consistent in that urban sections with angle parking had higher crash rates than comparable sections with parallel parking, although they were criticized for failing to account for different levels of parking activity(*2*). These studies can be divided into two types, before and after comparisons of changes in parking arrangement and cross sectional studies of similar roadway sections with different parking arrangements. The before and after studies found crash rate reductions of 19% to 63% when converting from angle to parallel parking. None of these studies, however, included sites where parking was changed from parallel to angle. Cross sectional studies found differences in crash rates of 50% to 70% lower for parallel than angle. In recent research, McCoy et al conducted a before and after study in Lincoln, Nebraska. The researchers found no statistical evidence in the difference between the crash rate of angle and parallel parking when the increase in parking activity was included in the analysis(*3*). The researchers concluded that while angle parking clearly has a higher crash rate and frequency it is more likely due to the increased activity of parking rather than the characteristics of either type of parking and that if ample parking supply exists, parallel parking should be used.

While parallel parking is generally preferred for safety and operational considerations, the drawbacks include: 1) driver and passengers may have to exit vehicle into the traveled way; 2) the parking maneuver takes more time than angle; 3) some drivers must execute maneuver multiple times; 4) interruption of through movement depending upon width of cross section. Angle parking is generally less desirable because: 1) the driver leaving the space has limited visibility to the rear; 2) empty spaces are hard to detect by approaching drivers resulting in stop and go movements; 3) through drivers decrease speed in anticipation of conflict movements. However, angle parking is desirable because of 1) less time required for parking maneuver; 2) greater number of stalls; 3) driver and passengers exit vehicle outside of the traveled way.

Based upon the review of the research and in agreement with AASHTO *A Policy on Geometric Design of Highways and Streets* (1994) and the ODOT Highway Design Guide (1996) ***parallel parking is preferable to angle parking whenever possible***.

DESIGN GUIDES

The AASHTO *Policy on Geometric Design of Highways and Streets* (1994) recommends that the type of on-street parking selected "should depend on the specific function and width of the street, the adjacent land use, traffic volume, as well as existing and anticipated traffic operations." Parallel parking is preferred and angle parking is allowable under certain circumstances.

The *Oregon Department of Transportation Highway Design Guide* (1996) states that on-street parking is appropriate for different types of roadways. For example, parking is not appropriate for expressways, suburban arterials, and urban business areas. For special transportation areas, the necessity of on-street parking is recognized but only parallel parking should be used on a state highway and other types of parking requires an exception. Design exceptions should be granted in cooperation with the State Traffic Engineer and Roadway Section.

RESEARCH SUMMARIES

Safety Evaluation Of Converting On-Street Parking From Parallel To Angle (1991) *(3)*

A case study of converting on-street parking from parallel to angle in Lincoln, Nebraska was conducted by McCoy et al. Beginning in September of 1987, 27 block faces in Lincoln were converted from parallel to angle parking to increase the supply of downtown parking. All of the conversions were to 9 foot stalls with 55 degree parking angle. Four of the sites were two-lane, two-way the rest were three-lane, one-way streets. Because of data concerns, only 11 of these block faces were included in the study. For comparison, 8 block faces that had not been converted were included in the study.

All of the study and comparison block faces had posted speed limits of 25 mph. The utilization of the study sites ranged from 2.97 to 8.05 cars per 8 hour day with an average utilization rate of 85-100% per 8 hour parking days on the study sites and 92-94% on the comparison sites. The average daily traffic (ADT) on the study sites ranged from 1,000 to 5,730 vehicles per day (vpd) and 11,600 to 15,200 (vpd) on the comparison sites. Data on crashes were collected that occurred on weekdays between 9 am and 5 pm for a period from 3 months after the conversion to the end of 1989. The number of crashes in the study sites increased from 2 to 11 but the comparison sites also increased from 3.5 to 6.7 (average). Given this increase, the expected crashes on the study site should have been from 2 to 4 so the increase over the expected number of crashes that was attributed to the change in parking arrangement was from 4 to 11 (175 percent)

Crash rates were calculated for the study sites in crashes per million vehicle miles and in crashes per million space-hours per 1,000 parkers per million vehicle miles as a measure of exposure of parking activity. Adjusted rates were calculated based upon the increase of crashes at the control sites. Before and after rates were compared for the study sites for both rates. In all cases the before and after crash rates were significantly higher at the 5 percent level of confidence. When the before and after rates per million space-hours per 1,000 parkers per million vehicle miles were compared, there was no significant difference at the 5 percent level of confidence. There also was no statistical change in the severity of crashes.

The researchers concluded that while angle parking clearly has a higher crash rate and frequency it is more likely due to the increased activity of parking rather than the characteristics of either type of parking. The researchers summary was that "when the supply of parking is sufficient, the conversion of on-street parking from parallel to angle should *not* be considered because the number of accidents will increase as a result of more parking activity because of more spaces."

Safety Comparisons of Types of Parking on Urban Streets in Nebraska (1990) *(4)*

The objective of the research was to determine the safest type of parking on urban sections of the state highway system in Nebraska. Using the Nebraska Department of Roads's (NDOR) road inventory,491 sections in 126 cities were identified as possible study sites. 260 of the sites were surveyed in a field visit and 162 sites were mailed surveys to answer questions that could not be answered by examining the video log. Altogether, 171 miles of roadway with on-street parking were included in the study. The study sections included 28,886 stalls of which 22,214 were not painted. A majority of the unpainted stalls were for parallel parking. Of the painted stalls, 3,036 were for parallel and 3,636 were for angle parking. Parallel parking was the most common and most of the angle parking occurred on two-way, two-lane roadways.

Crash data from 1985 to 1986 were obtained for all sections in the study. Stepwise regression was conducted to determine a relationship between safety and type of parking. Dependent variables of type of parking, parking use, number of stalls, speed limit, ADT, roadway alignment, roadway width, block length, land use type and land-use density were tried in the model but none produced a statistically valid model.

Instead of the statistical model, the mean crash rates were used to determine the relationship between highway safety and the type of parking. Crash rates were calculated using only those crashes that included parked vehicles and parking maneuvers. Rates were calculated in terms of crashes per million vehicle-miles of travel and in terms of billions of vehicle-mile-hours per stall. Rates were compared by type of parking (angle, parallel, painted, unpainted) and type of street (major streets, two-way, two-lane streets). In almost all cases, the rates for angle parking were found to be statistically significantly higher than parallel parking. Additionally, low angle parking may be safer than high angle parking but the difference in crash rates were not statistically significant.

The research concluded that "when parking must be allowed on urban sections of the state highway system, parallel parking should be used instead of angle parking whenever feasible."

Synthesis of Safety Research Related to Traffic Control and Roadway Elements (1982) (*2*)

Chapter 9 of this research synthesis documented the results of many studies conducted prior to 1982. Many of the studies mentioned are empirical studies. Almost all of the studies summarized do not take into account the increased parking exposure as result of changes from angle to parallel and most included no treatment of crashes on nearby streets. None of the studies included changes from parallel to angle parking.

A series of before and after studies found crash reductions from 19% to 63% in a range of years from 1947 to 1967 when changing from angle to parallel parking. One such study was of eight cities in Utah and found a 28% reduction in total crashes, a 57% reduction in parking related crashes, and a 29% reduction in the overall crash rate (*5*).

A series of cross sectional studies reported differences in crash rates between similar sections of roadway with parallel and angle parking in the range of 50% to 71%. One these studies by the Arizona Highway Department reported a mean crash rate of 4.9 per million vehicle miles for a section of US101 with angle parking and a rate of 1.4 for a similar section of US101 with parallel parking (*6*). Another study of 1,523 urban sites in Maine found an 88% lower crash rate for parallel parking as compared to angle parking (*7*).

Safety Considerations in the Use of On-Street Parking (1979) *(8)* and Safety Aspects of Curb Parking (1978) *(9)*

In this comprehensive research published in the Transportation Research Record and as a FHWA Final Technical Report parking data were collected in five states and ten cities for 170 miles of urban streets. The study sites were geographically distributed and generally had consistent land use along each side. Both one and two-way streets were selected for analysis. Field visits were made to each site to determine parking activity in terms of annual space hour use (hours space was occupied per year). Crash data were obtained for two years for all sites.

To make safety comparisons between parking types, streets were defined by street classification, parking arrangement, land use and parking use. Six types of parking arrangements (parallel parking, parallel parking with skips, low angle parking, 30 degree angle parking, and high angle parking) were used in the analysis. Land use was classified as retail, office, single-family residential, apartments, motel, industrial, and school/park. Four levels of parking use were assigned. Combinations of the streets, parking, land use, and parking use yielded 2700 potential configurations.

Using statistical techniques (ANOVA, Bonferroni, Scheffe) the researchers drew the following conclusions by comparing the data:

1) parking use level is a significant factor for all street categories (crash rate increases with use until 1.5 million space hours per mile per year where the rate is constant);
2) all streets show an increase in crash rate for changes in land use: 1) from single family to apartment; 2) from apartment to office; and 3) from office to retail (again suggesting that increase parking use contributes to increase in crash rate)
3) parking configurations were not found to have any statistical effect on crash rate when land use and type of street were included in the analysis.
4) parking use above 1,000,000 space-hours per mile per year angle parking was no more hazardous than parallel parking given similar land use.

Christopher M. Monsere
Traffic Investigation Specialist

SOURCES

1 *A Policy on the Geometric Design of Highways and Streets*. American Association of State Highway and Transportation Officials (AASHTO), Washington D.C., 1994 . pg 411.

2 *Synthesis of Safety Research Related to Traffic Control and Roadway Elements*, Vol. 1. Report FHWA-TS-82-232. FHWA, US Department of Transportation. December 1982.

3 McCoy, T.A., P.T. McCoy, R.J. Haden, V.A. Singh. Safety Evaluation of Converting On-Street Parking from Parallel to Angle. In *Transportation Research Record 1327*, TRB, National research Council, Washington D.C. 1991, pp 36-41.

4 McCoy, P.T., M. Ramanujam, M. Moussavi, J. L. Ballard. Safety Comparison of Types of Parking on Urban Streets in Nebraska. In *Transportation Research Record 1270*, TRB, National research Council, Washington D.C. 1990, pp 28-41.

5 *Community Guide to Parallel Parking*. Utah State Department of Highways. June 1966.

6 *Downtown Parking Study, Mesa, Arizona*. Arizona Highway Department. February 1960.

7 Seagal, M.D., *Highway Safety Research Study*, Maine State Highway Commission, April 1972

8 Humphreys, J., D. J. Wheeler, P.C. Box, T.D. Sullivan. *Safety Aspects of Curb Parking*. Report DOT-FH-11-8879. FHWA, Washington D.C. September 1978.

9 Humphreys, J., D. J. Wheeler, P.C. Box, T.D. Sullivan. Safety Considerations in the Use of On-Street Parking. In *Transportation Research Record 722*, TRB, National research Council, Washington D.C. 1979, pp 26-35

Angle Parking on Iowa's Low Volume Primary Extensions in Small Towns

Sponsored by
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Office of Traffic and Safety

Center for Transportation Research and Education

Iowa State University

Final Report • January 2003

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CTRE's mission is to develop and implement innovative methods, materials, and technologies for improving transportation efficiency, safety, and reliability while improving the learning environment of students, faculty, and staff in transportation-related fields.

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16. Abstract

On-street parking has been considered problematic by engineers for many years. In fact, numerous studies have concluded that diagonal or angle parking in particular is potentially more of a safety concern than parallel or no parking at all. It is a common position of many states, including Iowa, to discourage or completely prohibit angle parking on primary road extensions in urban areas. However, with the acceptance of "context sensitive design" and traffic calming techniques, policies for on-street parking are receiving re-consideration in many agencies including the FHWA.

This study was undertaken to analyze operational and safety histories in the state of Iowa where various types of on-street parking have existed for many years, concentrating in particular on smaller communities. Specifically of interest was a comparison of diagonal parking locations to other types with regard to related crash histories. If possible, it was intended to develop guidelines to assist Iowa Department of Transportation designers in the consideration of parking requirements for road improvements through small communities. In this regard, several criteria were analyzed to determine possible contribution to crash history including road width, clearance to parked vehicles, traffic volumes, community population, and length of parking area. None of these factors, with the possible exception of population, displayed a clearly definable relationship to crash history. However, when average crash rates for various parking types were compared for non-intersection crashes, differences in rates between areas with diagonal parking and those with parallel parking were almost negligible. In fact, those observed rates were less than sample locations with no parking at all.

These results seem to indicate that indeed there may exist no compelling justification for blanket prohibition of angle parking along Iowa's primary extensions in all urban areas. Rather, a case-by-case investigation with each project design of the most applicable parking type would seem appropriate in smaller communities.

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ANGLE PARKING ON IOWA'S LOW VOLUME PRIMARY EXTENSIONS IN SMALL TOWNS

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INTRODUCTION

On-street parking has been a controversial issue for many years in urban areas. Engineers often prefer wide streets, clear of side obstructions to promote smooth, relatively safe traffic flow. Drivers and particularly business owners desire convenient access to shops and stores, with minimal walking distance for potential customers. This opinion is especially prevalent in the central business districts of smaller communities.

The Iowa Department of Transportation (Iowa DOT), in consideration of maximizing traffic flow and promoting safe operations, has established and maintained a long-standing policy addressing on-street parking along primary roadways in urban areas. While this policy, as described in Chapter 6 of the *Iowa DOT Design Manual*, allows parallel parking where sufficient space is available, angle or diagonal parking is prohibited. Where diagonal parking has been found to exist, project agreements with local communities have historically included elimination of this option as part of restoration and resurfacing projects. This practice has been controversial in many small communities where theoretical safety and operational concerns of engineers are not understood or accepted. Local drivers have become accustomed to angle parking, and actual safety experience has not been perceived as problematic. In addition, from business owners' view, angle parking can provide up to twice the capacity as parallel, resulting in better service to customers. Since primary road extensions in many smaller communities pass through the central business area, potential impacts to "Main Street" can be significant.

In recent years, many states have adopted policies of "context sensitive design." While this new approach to design can be involved and complex, a prevailing feature is flexibility. When designing street improvements in business areas, for example, engineers consider the needs of all road users, not just flow of motor vehicles. Pedestrians and bicyclists merit and receive equal regard with drivers. This design method has implications with parking restrictions as well. In lieu of removing or significantly altering existing parking patterns, accommodations can be sought and incorporated into projects resulting in more comfortable, pedestrian friendly business areas without adversely affecting safety for local citizens.

The Iowa DOT recognizes that application of inflexible parking restrictions may not be appropriate in all situations. Reduced traffic volumes and speeds, low parking turnover, adequate street widths, and minimal numbers of commercial vehicles in many small communities in Iowa may not warrant elimination of angle parking. Application of flexibility, however, can be benefited by guidelines. This study considers several factors related to on-street parking that could affect safety and congestion and develops criteria for reference when parking design is at issue.

BACKGROUND

A review of existing research identifies several studies that substantiate common traffic engineering policies prohibiting or discouraging diagonal parking. A 1990 study by

McCoy et al., "Safety Comparisons of Types of Parking on Urban Streets in Nebraska," found that, while all curbside parking contributes to higher crash rates, the safest type is parallel. This conclusion is supported by a 2002 *ITE Journal* article by Paul C. Box, "Angle Parking Issues Revisited, 2001." Considering a compendium of studies from the Federal Highway Administration (FHWA) and other states, Mr. Box opined that parallel parking is much safer than angle for local, collector, and major routes and creates far less traffic interference.

However, other studies have presented less conclusive results. In "Safety Evaluation of Converting On-Street Parking from Parallel to Angle" McCoy et al. (1991) found that although the number of associated crashes increased when this conversion was undertaken in Lincoln, Nebraska, the parking related crash rate did not significantly change. The on-street conversion was cost effective when the cost of increased crashes was compared with providing comparable off street facilities. A 2002 *ITE Journal* article by John D. Edwards, "Changing On-Street Parallel Parking to Angle Parking," stated that this conversion should be considered in many urban areas and presented criteria under which such a change could be implemented, such as minimum traffic volumes, speeds, street width, and land use. This report also emphasized the need for a specific investigation of each location and recommended before and after studies for impacts.

The policies of most states have historically prohibited or certainly discouraged establishment of angle on-street parking. The Code of Iowa Section 321.361 primarily relates requirements for parallel parking, although provisions for establishment of angle parking by local authorities is allowed for roadways under their jurisdiction.

Nebraska statutes prohibit angle parking on their state highway system within corporate limits unless the Nebraska Department of Roads concludes that sufficient width exists. Angle parking is not prohibited by policy, and guidance is provided to maintenance staff for laying out parking stalls. However, if analysis indicates a parking-related crash history, the Nebraska Department of Roads has advised removal of curbside parking to address the problem.

Minnesota has maintained a policy that strongly discourages angle parking on trunk highway extensions in urban areas. However, a 1997 study committee, in considering crash histories in several locations where angle parking existed, recommended a policy revision to allow angle parking under certain conditions, primarily if a need can be demonstrated and an adverse affect on safety will not occur.

The FHWA has also modified an established position on angle parking in recent years. In 1970, FHWA Instructional Memorandum 21-10-60 prohibited angle parking adjacent to through lanes on federal aid projects. However, in 1972 that position began to be modified and by 1992 reference to diagonal parking was removed from the *Federal-Aid Policy Guide*. Since no policies, procedures, or positions against diagonal parking now exist, the FHWA recommends that sound engineering judgment be applied to assess each situation considering unique local conditions.

METHODOLOGY

To study and analyze the potential impacts of diagonal parking on safety and operation, the Center for Transportation Research and Education (CTRE) requested Iowa DOT district staff to recommend cities with existing on-street parking as study candidates. From the submitted list, 29 cities from various locations in the state, ranging in population from approximately 200 to 9,500, were selected. In addition to location and population variables, these cities presented several types of existing on-street parking, including diagonal, parallel, and combinations of these types as well as some locations with no parking allowed. The list of study cities is shown in Table 1.

Table 1. List of Study Cities

District	City	County	Population
1	Roland	Story	1,324
1	Lynnville	Jasper	366
3	Albert City	Buena Vista	709
3	Battle Creek	Ida	743
3	Estherville	Emmet	6,656
3	Harris	Osceola	200
3	Milford	Dickinson	2,474
3	Plover	Pocahontas	95
3	Spirit Lake	Dickinson	4,261
3	Arnolds Park	Dickinson	1,162
3	Ashton	Osceola	461
3	Sibley	Osceola	2,796
3	Emmetsburg	Palo Alto	3,958
3	Graettinger	Palo Alto	500
3	Mallard	Palo Alto	298
3	West Bend	Palo Alto	2,188
3	Rolfe	Pocahontas	675
3	Pisgah	Harrison	316
4	Hamburg	Fremont	1,240
4	Shenendoah	Page	5,546
4	Corning	Adams	1,783
4	Atlantic	Cass	7,257
4	Essex	Page	884
5	Keosauqua	Van Buren	1,066
5	Sigourney	Keokuk	2,209
5	Fairfield	Jefferson	9,509
5	Bloomfield	Davis	2,601
5	Osceola	Clarke	4,659
5	Corydon	Wayne	1,591

Several attributes could contribute to crash history and operational characteristics, including the following:

- speed limit
- roadway width
- number of lanes
- average daily traffic (ADT)
- existing traffic control
- proximity of parking to intersections
- number of parking maneuvers per hour
- population of city
- type of area
- angle of parking stalls

Much of these data are available from Iowa DOT inventory or can easily be extracted from aerial photography, but several cities were visited by CTRE research staff to obtain specific information and measurements such as parking angle and clearance from parked vehicles to the through traffic lanes (where aerials were not available). A sketch of a typical parking configuration is shown in Illustration 1.

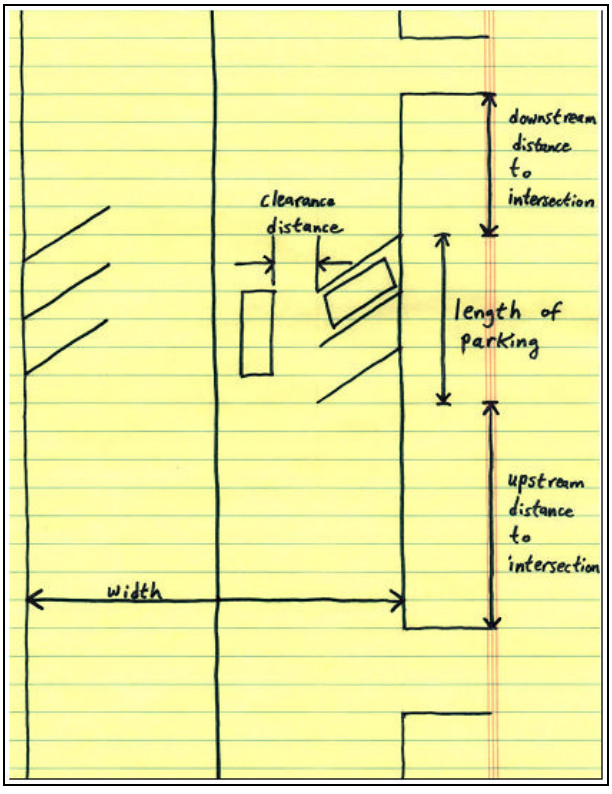


Illustration 1. Typical Parking Configuration

A principal task for this study was to stratify similar conditions to the maximum extent possible and then compare crash histories for various parking configurations. For this purpose, major variables from the above list were selected for analysis, including ADT, population and roadway width, as well as length of parking area in a community, and clearance behind parked vehicles.

For analysis of crash histories, only certain types of crashes were assumed as potentially related to on-street parking (hereafter referred to as "parking related"):

- head-on
- sideswipe/opposite direction
- sideswipe/same direction
- sideswipe/right turn
- sideswipe/left turn
- pedestrian
- bicycle
- rear end
- rear end/right turn
- parking
- other

For analysis, total crashes (including intersection related crashes) and non-intersection related crashes (parking related crashes) were studied. A five-year crash history from the Iowa DOT database, 1996 through 2000, was reviewed. Summaries of both results are included in the report.

All pertinent data were listed by segment (typically one city block) in an Excel spreadsheet. Several characteristics were extracted from the Iowa DOT GIMS database, including speed limit, annual average daily traffic (AADT), number of lanes, and population. Other elements were extracted from the Iowa DOT's ALAS database including frequency/location of crashes, number of injuries and fatalities, injury loss, property damage, and total loss. Some elements were measured from aerials or field visits, such as type of parking, length of parking, angle of parking, street width, and clearance. Regression analysis was performed on most of the variables and combinations of variables to see if a statistically reliable relationship existed between any of them and the observed crash rates. However, no statistically reliable models could be developed using the collected data. Therefore, some of the characteristics that were expected to be causal were used to develop univariate crash rates.

Two crash rates (rate per hundred million vehicle miles traveled, 100 MVMT, and rate per million entering vehicles, MEV) were calculated for each segment for each of five characteristics (road width, length of parking, clearance to traveled lane, AADT, and city population).

For the five-year study period,

100 MVMT = AADT * segment length * 365 * 5 / 100,000,000

and

MEV = AADT * 365 * 5 / 1,000,000

Note: Iowa DOT convention for MEV includes an adjustment for segments greater than 0.6 miles in length. None of the studied segments was longer than 0.6 miles.

Complete data records are included in the appendix.

DISCUSSION OF FINDINGS

A number of variables existing in the study cities permitted several interesting although not statistically sound comparisons. Table 2 lists average crash rates for each parking type and combination, including no parking. This summarization indicates a relatively high crash rate for diagonal parking areas compared to parallel when intersection crashes are scrutinized. However, relevant crash causes in intersections include many not related to parking and for that reason only non-intersection crash data will be discussed in this report. Referring to the summarized average crash rates for non-intersection data, Table 2 indicates comparable histories for diagonal and parallel parking areas. (Note that while "parking related" does not include crash types that are clearly not parking related, the rate may include some crashes that did not involve a parking maneuver.) Those crash rates even compare favorably to study areas without existing on-street parking.

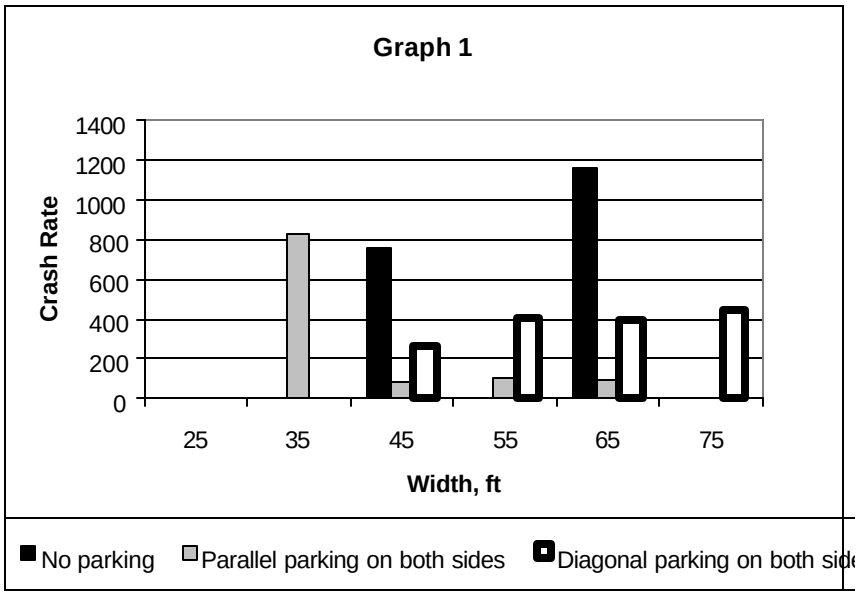
Table 2. Parking Type and Crash Rate

Parking Type	Number of Segments	Average Crash Rate, All Crashes		Average Crash Rate, Non-Intersection/"Parking Related"	
		per 100 MVMT	per MEV	per 100 MVMT	per MEV
Diagonal both sides	72	1,620	1.1	400	0.3
Parallel both sides	26	910	0.7	420	0.3
Diagonal one side only	4*	2,710	1.9	860*	0.7
Parallel one side only	3*	1,540	1.1	0*	0.0
Diagonal one side, parallel other	19	1,750	1.2	320	0.2
Diagonal center with parallel on both sides	3*	1,450	1.4	250*	0.2
None	14*	1,870	1.4	630**	0.5

* Caution: small sample size.

** The higher crash rate for no-parking areas may indicate that for low volume roads, parking type is a weak predictor of crash rate. It could also mean that streets with parking are safer, possibly because drivers use more care when another driver might be pulling in or out, or where pedestrians are likely to cross the road. It could also indicate that in these areas drivers drive more slowly while hunting for a parking place, or searching for a store, etc. This study did not attempt to quantify these phenomena.

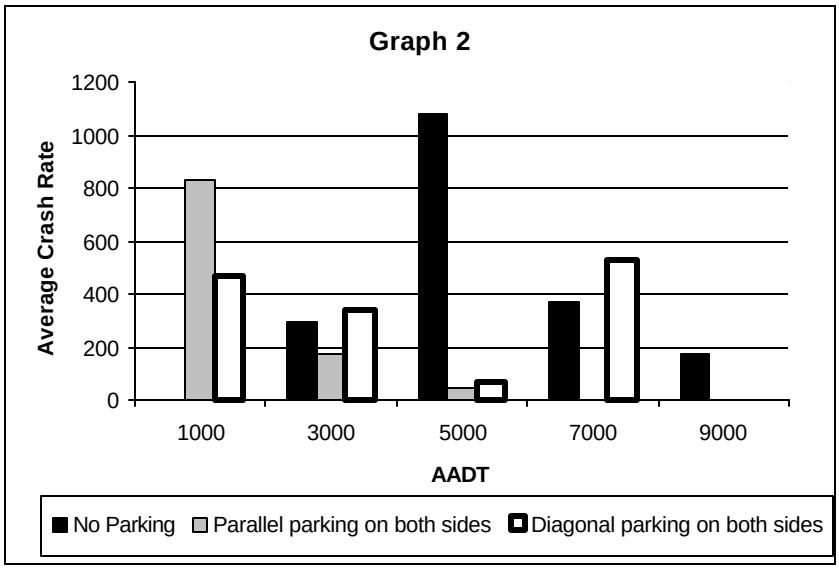
Other features were also compared to observed crash rates to determine a possible correlation. Graph 1 compares roadway width to crash rates. While parallel parking crash rates show a decreasing relationship to width, diagonal parking crash rates showed no such relationship.



Graph 1. Parking Type, Roadway Width, and Crash Rate

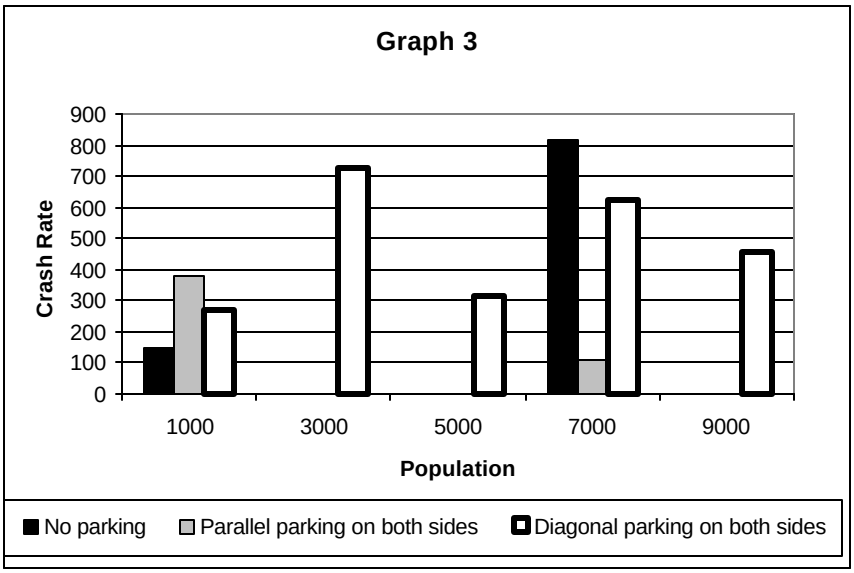
Comparing length of parking area to crash rate presented even less correlation. Crash rate versus clearance to parked vehicles also indicated no discernable relationships.

Some parking types may show a relationship to traffic volumes, however. Graph 2 depicts a decreasing relationship for parallel parking and somewhat random for no parking, both decreasing with higher traffic volumes, a not uncommon observance in crash analysis. However, diagonal parking overall shows no definable relationship.



Graph 2. Parking Type, Traffic Volume, and Crash Rate

In Graph 3, both no parking and diagonal parking locations show little relationship of crash rate to population for the study cities.



Graph 3. Parking Type, Population, and Crash Rate

CONCLUSIONS AND RECOMMENDATIONS

On-street parking has been considered problematic by engineers for many years. In fact, numerous studies have concluded that diagonal or angle parking in particular is potentially more of a safety concern than parallel or no parking at all. It is a common position of many states, including Iowa, to discourage or completely prohibit angle parking on primary road extensions in urban areas. However, with the acceptance of "context sensitive design" and traffic calming techniques, policies for on-street parking are receiving re-consideration in many agencies including the FHWA.

This study was undertaken to analyze operational and safety histories in the state of Iowa where various types of on-street parking have existed for many years, concentrating in particular on smaller communities. Specifically of interest was a comparison of diagonal parking locations to other types with regard to related crash histories. If possible, it was intended to develop guidelines to assist Iowa DOT designers in the consideration of parking requirements for road improvements through small communities. In this regard, several criteria were analyzed to determine possible contribution to crash history including road width, clearance to parked vehicles, traffic volumes, community population, and length of parking area. As presented in the previous section, none of these factors, with the possible exception of population, displayed a clearly definable relationship to crash history. However, when average crash rates for various parking types were compared for non-intersection crashes, differences in rates between areas with diagonal parking and those with parallel parking were almost negligible. In fact, those observed rates were less than sample locations with no parking at all.

While the scope of this project did not allow complete analysis of a statistically sound sample of locations, the data gathered were quite substantial and covered most areas of the state of Iowa. These results seem to indicate that indeed there may exist no compelling justification for blanket prohibition of angle parking along Iowa's primary extensions in all urban areas. Rather, a case-by-case investigation with each project design of the most applicable parking type would seem appropriate in smaller communities.

Based on these findings the following recommendations are offered for consideration:

- Chapter 6 of the *Iowa DOT Design Manual* could be revised to allow consideration of angle parking in appropriate locations along low volume primary extensions. This option would be particularly applicable in communities with populations under approximately 2,500 and low parking turnover.

- The Code of Iowa Section 321 could be reviewed for any needed revisions to permit angle parking on primary extensions in small towns.

- Design standards for angle parking could be developed by the Iowa DOT, including but not limited to road width, length and angle of stall, proximity of parking areas to intersections, and recommended signing and pavement marking.

- Iowa DOT design staff in the central office and districts could review each situation in small community applications, considering unique local conditions, including parking related crash history. CTRE can assist in these investigations, if desired. Close coordination and communication with local officials, business interests, and general public during initial design would be most beneficial.

The scope of this study did not permit an extensive investigation of the topic. Additional, more precise guidelines could be developed if expanded data were available. Statistical sampling methods would produce more reliable conclusions and other potential impacts on safety and operational experience, such as parking turnover, could be investigated. The impacts of population demographics, visibility consequences with larger vehicles, and angle of parking could also be studied. As context sensitive design techniques and traffic calming initiatives receive increased popularity in urban areas, impacts of available parking will also merit further consideration.

APPENDIX: RAW AND INTERMEDIATE DATA FOR STUDY SEGMENTS

Table A.1. Data

SEG. #	LEN.	VMT	AADT	FREQ	INJURY LOSS	FATAL.	INJ.	PROP. DAMAGE	TOTAL LOSS	VMT RATE	MEV RATE	STREET
NO PARKING												
17	0.0690	793328	5100	9	5000	0	2	18515	23515	1401.4	1.0	POPLAR ST
21	0.0680	221738	4860	7	15000	0	6	15000	30000	1160.6	0.8	WALNUT ST
58	0.0820	716824	4530	4	0	0	0	6300	6300	590.0	0.5	JEFFERSON ST
87	0.0680	445519	3390	5	30000	0	3	5500	35500	1188.5	0.8	S 9TH ST
88	0.0690	535181	4020	15	65000	0	12	13100	78100	2963.1	2.0	N 9TH ST
89	0.0780	1209975	8000	6	22500	0	3	10290	32790	526.9	0.4	CENTRAL AVE
90	0.0640	496400	4020							0.0	0.0	N 9TH ST
91	0.1770	3036435	8900							0.0	0.0	CENTRAL AVE
93	0.0920	1545410	8450	5	5000	0	2	3500	8500	352.4	0.3	CENTRAL AVE
94	0.1280	1985600	8000	4	0	0	0	2000	2000	214.0	0.3	CENTRAL AVE
140	0.0410	191552	2420							0.0	0.0	MAPLE ST
143	0.0720	336384	2420							0.0	0.0	MAPLE ST
144	0.0760	355072	2420							0.0	0.0	MAPLE ST
200	0.0730	566206	4020	2	0	0	0	1500	1500	373.4	0.3	N 9TH ST
AVERAGE		**888258.9**	**5039.3**							**626.5**	**0.5**	
PARALLEL ON ONE SIDE ONLY												
35	0.0730	424988	3190							0.0	0.0	FRANKLIN
50	0.0650	34283	289							0.0	0.0	ADAMS ST
51	0.0690	36392	289							0.0	0.0	ADAMS ST
AVERAGE		**165221.0**	**1256.0**							**0.0**	**0.0**	
PARALLEL AND DIAGONAL												
26	0.0440	72270	900							0.0	0.0	WALNUT ST
36	0.0690	351331	2790	5	0	0	0	4703	4703	1423.2	1.0	FRANKLIN
42	0.0710	274699	2120							0.0	0.0	MADISON
44	0.0720	253602	1930							0.0	0.0	MADISON
47	0.0670	78256	640							0.0	0.0	BENTON ST
82	0.0810	164086	1110							0.0	0.0	IOWA AVE
86	0.0580	41282	390							0.0	0.0	CENTRAL ST
95	0.0670	733650	5700	7	12500	0	5	13600	26100	1004.4	0.7	MAIN ST
101	0.0630	120954	1052							0.0	0.0	MAIN ST
105	0.0640	116800	1000							0.0	0.0	COURT ST
116	0.0390	247689	3190							0.0	0.0	MAIN ST~BROAD ST
117	0.0700	480340	3560							0.0	0.0	MAIN ST~BROAD ST
126	0.0640	49056	420							0.0	0.0	EAST ST
155	0.0700	111143	870	3	0	0	0	5950	5950	2699.2	1.9	E 9TH ST
156	0.0690	109555	870							0.0	0.0	E 9TH ST
AVERAGE		**305352.0**	**2302.2**							**319.5**	**0.2**	
PARALLEL ON BOTH SIDES												
4	0.0660	109610	860							0.0	0.0	IOWA 197
9	0.1440	543996	2070	4	2500	0	1	3003	5503	735.3	1.1	BROADWAY ST
10	0.0860	177354	1130	8	0	0	0	19850	19850	4510.8	3.9	BROADWAY ST
13	0.0690	591848	4340							0.0	0.0	POPLAR ST
14	0.0690	591848	4340	1	0	0	0	1000	1000	183.0	0.1	POPLAR ST
15	0.0690	591848	4340							0.0	0.0	POPLAR ST
16	0.0690	793328	5100	1	10000	0	1	1000	11000	155.7	0.1	POPLAR ST
22	0.0700	608090	4760							0.0	0.0	WALNUT ST
25	0.0690	299702	2380	1	0	0	0	500	500	333.7	0.2	WALNUT ST
32	0.0650	212339	1700	1	150000	0	1	500	150500	495.9	0.3	1ST ST
33	0.0720	696420	5100							0.0	0.0	WASHINGTON ST
37	0.0740	413253	3060							0.0	0.0	JEFFERSON ST

59	0.0900	441833	2550							0.0	0.0	LAFAYETTE ST
60	0.0820	342644	2285	1	0	0	0	1000	1000	292.4	0.2	JACKSON ST
65	0.0760	140503	1013							0.0	0.0	FRANKLIN
83	0.0590	6676	118							0.0	0.0	BROOKS ST
85	0.0600	24090	220	1	0	0	0	1003	1003	4151.1	2.5	CENTRAL ST
113	0.0640	163520	1400							0.0	0.0	MAIN ST
114	0.0690	176295	1400							0.0	0.0	MAIN ST
124	0.0350	18460	289							0.0	0.0	VAN BUREN ST
135	0.0700	15330	120							0.0	0.0	MAIN ST
141	0.0800	321200	2200							0.0	0.0	MAPLE ST
142	0.0700	281050	2200							0.0	0.0	MAPLE ST
162	0.0650	57652	486							0.0	0.0	JEFFERSON ST
164	0.0650	532627	4250							0.0	0.0	HWY 149
165	0.0630	400113	3480							0.0	0.0	HILL AVE
AVERAGE		**328908.8**	**2353.5**							**417.6**	**0.3**	
DIAGONAL ON ONE SIDE												
66	0.0780	55653	410	2	0	0	0	2450	2450	3431.0	2.7	FRANKLIN
120	0.0550	129484	1290							0.0	0.0	FIRST ST
121	0.0550	129484	1290							0.0	0.0	FIRST ST
122	0.0480	113004	1290							0.0	0.0	FIRST ST
AVERAGE		**106906.3**	**1069.9**							**857.7**	**0.7**	
DIAGONAL ON BOTH SIDES												
11	0.0760	12483	90							0.0	0.0	3RD ST
12	0.0760	12483	90							0.0	0.0	3RD ST
18	0.0670	201553	2510	7	35000	0	5	7650	42650	2280.8	1.5	CHESTNUT ST
19	0.0710	334303	2580							0.0	0.0	CHESTNUT ST
20	0.0780	166550	1170	1	0	0	0	500	500	600.4	0.5	CHESTNUT ST
23	0.0700	502058	3620							0.0	0.0	WALNUT ST
24	0.0700	434350	3270							0.0	0.0	WALNUT ST
29	0.0700	191625	1500	3	0	0	0	5850	5850	1565.6	1.1	CHESTNUT ST
30	0.0700	191625	1500							0.0	0.0	CHESTNUT ST
31	0.0690	188888	1500	1	0	0	0	2400	2400	529.4	0.4	CHESTNUT ST
38	0.0690	385331	3060	6	10000	0	4	10000	20000	1557.1	1.1	JEFFERSON ST
39	0.0730	287766	2160							0.0	0.0	JEFFERSON ST
40	0.0680	228344	1840	1	0	0	0	500	500	437.9	0.3	MADISON
45	0.0670	122275	1000							0.0	0.0	BENTON ST
48	0.0640	128480	1100	4	10000	0	1	8900	18900	3113.3	2.0	DAVIS AVE
49	0.0670	77033	630							0.0	0.0	DAVIS AVE
52	0.0600	107420	981	1	0	0	0	2150	2150	930.9	0.6	ADAMS ST
53	0.0680	121742	981							0.0	0.0	ADAMS ST
54	0.0600	318645	2510							0.0	0.0	DAVIS AVE
55	0.0680	361131	2510	1	0	0	0	1800	1800	321.0	0.2	DAVIS AVE
56	0.0600	148920	1360							0.0	0.0	BENTON ST
57	0.0680	168776	1360	1	0	0	0	1900	1900	592.5	0.4	BENTON ST
63	0.0840	354123	2310							0.0	0.0	FRANKLIN
81	0.0690	167480	1330							0.0	0.0	IOWA AVE
96	0.0690	289628	2300	2	0	0	0	2006	2006	690.5	0.5	BROADWAY AVE
97	0.0680	496400	4000							0.0	0.0	BROADWAY AVE
98	0.0680	310250	2500							0.0	0.0	BROADWAY AVE
99	0.0660	320397	2660	4	0	0	0	5000	5000	1248.5	0.8	MAIN ST
100	0.0680	434350	3500							0.0	0.0	MAIN ST
102	0.0680	210970	1700	1	10000	0	1	450	10450	474.0	0.3	COURT ST
103	0.0670	392503	3210	4	10000	0	4	6402	16402	1019.1	0.7	COURT ST
104	0.0680	434350	3500	1	0	0	0	1600	1600	230.2	0.2	COURT ST
106	0.0650	194545	1640	2	12500	0	2	12000	24500	1028.0	0.7	ROBINS AV
107	0.0650	194545	1640							0.0	0.0	ROBINS AV
108	0.0490	146657	1640	1	12500	0	2	2000	14500	681.9	0.3	ROBINS AV
109	0.0660	467346	3880							0.0	0.0	MAIN ST
110	0.0630	446103	3880							0.0	0.0	MAIN ST

111	0.0600	463185	3650	1	0	0	0	500	500	250.2	0.2	MAIN ST
112	0.0630	486344	3650							0.0	0.0	MAIN ST
118	0.0300	55462	1013							0.0	0.0	VAN BUREN ST
119	0.0400	73949	1013							0.0	0.0	VAN BUREN ST
123	0.0370	68403	1013							0.0	0.0	VAN BUREN ST
125	0.0720	189216	1440							0.0	0.0	EAST ST
127	0.0500	187063	2050							0.0	0.0	INMAN ST
128	0.0420	157133	2050							0.0	0.0	INMAN ST
129	0.0440	164615	2050	1	0	0	0	500	500	607.5	0.3	INMAN ST
130	0.0710	149011	1150	2	2500	0	1	2003	4503	1342.2	1.0	10TH ST
131	0.1010	1198113	6200	6	7500	0	3	5200	12700	525.0	0.5	S MAIN ST
136	0.0850	231136	1410							0.0	0.0	MAIN ST
137	0.0730	198505	1410							0.0	0.0	MAIN ST
138	0.1240	156147	690							0.0	0.0	MAIN ST
139	0.0940	118370	690	1	0	0	0	1000	1000	844.8	0.8	MAIN ST
145	0.0670	96597	740							0.0	0.0	GARFIELD ST
146	0.0690	99481	740							0.0	0.0	GARFIELD ST
147	0.0700	404968	3170	1	10000	0	1	500	10500	246.9	0.2	SHERIDAN AVE
149	0.0700	715400	5600	1	0	0	0	1000	1000	139.8	0.1	SHERIDAN AVE
150	0.0680	694960	5600							0.0	0.0	SHERIDAN AVE
151	0.0770	201934	1437	5	0	0	0	9750	9750	2476.1	1.9	3RD AV
152	0.0780	126692	890	1	10000	0	1	1000	11000	789.3	0.6	4TH AVE
153	0.0810	122695	830							0.0	0.0	4TH AVE
157	0.0010	2623	1437							0.0	0.0	THIRD AVE
158	0.0800	209802	1437	1	0	0	0	1000	1000	476.6	0.4	THIRD AVE
159	0.0680	279225	2250	1	0	0	0	500	500	358.1	0.2	WASHINGTON ST
160	0.0660	122016	1013	1	10000	0	1	3140	13140	819.6	0.5	ELM ST
166	0.0630	407012	3540							0.0	0.0	HILL AVE
167	0.0560	397558	3890	3	0	0	0	16600	16600	754.6	0.4	HILL AVE
168	0.0760	539543	3890	3	2500	0	1	2506	5006	556.0	0.4	HILL AVE
169	0.0630	187409	1630	2	0	0	0	6500	6500	1067.2	0.7	BROADWAY
170	0.0620	181040	1600							0.0	0.0	BROADWAY
171	0.0620	181040	1600							0.0	0.0	BROADWAY
201	0.0390	145909	2050							0.0	0.0	INMAN ST
202	0.0860	216591	1380	1	0	0	0	500	500	461.7	0.4	10TH ST
	0.2430		3670	2	0	0	0	1500	1500	122.9	0.3	MAIN ST
	0.0680		880	1	2500	0	1	500	3000	915.7	0.6	1ST ST
	0.3290		3630	6	7500	0	3	4000	11500	275.3	0.9	MAIN ST
AVERAGE		**260841.3**	**2100.2**							**403.0**	**0.3**	
EITHER ON BOTH SHOULDERS												
115	0.0700	45990	360							0.0	0.0	MAIN ST
DIAGONAL CENTER AND PARALLEL ON SIDES												
132	0.0980	613455	2510	1	0	0	0	500	500	222.8	0.2	W JEFFERSON ST
133	0.0980	320142	4160	4	10000	0	1	3978	13978	537.6	0.5	W WASHINGTON ST
134	0.1010	713338	3870							0.0	0.0	N FILLMORE ST
AVERAGE		**548978.3**	**3513.3**							**253.5**	**0.2**	
UNKNOWN												
148	0.0430	11680000	6400	3	7500	0	3	3400	10900	597.3	0.3	SHERIDAN AVE

Table A.2. Data

SEG. #	CITY_NAME	1990 POP.	2000 POP.	ANGLE OF PKG.	WIDTH	SPD. LIMIT	85%	LNS.	CTRL. w/ 250 FT of PKG.?	DIST. FROM CTRL. TO BEG. OF PKG.	LENGTH OF PKG.	X DIST.
NO PARKING												
17	ATLANTIC	7432	7257	NA	41	20	20	2				
21	ATLANTIC	7432	7257	NA	61	20	20	2				
58	CORYDON	1675	1591	NA	44	25	25	2				
87	EST HERVILLE	6720	6656	NA	44			2				
88	ESTHERVILLE	6720	6656	NA	44			2				
89	ESTHERVILLE	6720	6656	NA	48			2				
90	ESTHERVILLE	6720	6656	NA	44			2				
91	ESTHERVILLE	6720	6656	NA	48			2				
93	ESTHERVILLE	6720	6656	NA	48			2				
94	ESTHERVILLE	6720	6656	NA	48			2				
140	ROLAND	1035	1324	NA	32			2				
143	ROLAND	1035	1324	NA	32			2				
144	ROLAND	1035	1324	NA	32			2				
200	ESTHERVILLE	6720	6656	NA	44			2				
PARALLEL ON ONE SIDE ONLY												
35	BLOOMFIELD	2580	2601	0	56	25	25	2	YES	123	218	11
50	CORNING	1806	1783	0	53							
51	CORNING	1806	1783	0	53							
PARALLEL AND DIAGONAL												
26	ATLANTIC	7432	7257	45	61	20	20	2	NO		234	11
36	BLOOMFIELD	2580	2601	45	55	25	25	2	NO		220	8
42	BLOOMFIELD	2580	2601	45	58	20	20	2	YES	89	295	8
44	BLOOMFIELD	2580	2601	45	53	20	20	2	YES	55	120	7
47	CORNING	1806	1783	45	79	25	25	2	NO		269	8
82	ESSEX	916	884	60	56	20	20	2	YES	94	278	10
86	ESSEX	916	884	45	48	20	20	2	YES	94	188	4
95	FAIRFIELD	9768	9509	60	57			2	NO		272	10
101	FAIRFIELD	9768	9509	60	50			2	YES	72	263	7
105	FAIRFIELD	9768	9509	60	50			2	YES	69	282	7
116	KEOSAUQUA	1020	1066	60	47			2	NO		295	7
117	KEOSAUQUA	1020	1066	60	47			2	NO		295	7
126	LYNNVILLE	393	366	45	50			2	NO		294	7
155	SIBLEY	2815	2796	30	50			2	NO		257	10
156	SIBLEY	2815	2796	30	50			2	NO		272	10
PARALLEL ON BOTH SIDES												
4	ALBERT CITY	779	709	0	65	25	25	2	NO		288	15
9	ARNOLDS PARK			0								
10	ARNOLDS PARK			0								
13	ATLANTIC	7432	7257	0	41	20	20	2	NO		294	7
14	ATLANTIC	7432	7257	0	41	20	20	2	NO		294	7
15	ATLANTIC	7432	7257	0	41	20	20	2	NO		294	7
16	ATLANTIC	7432	7257	0	41	20	20	2	NO		282	7
22	ATLANTIC	7432	7257	0	61	20	20	2	NO		234	11
25	ATLANTIC	7432	7257	0	61	20	20	2	NO		234	11
32	BATTLE CREEK	818	743	0	57							
33	BLOOMFIELD	2580	2601	0	80	20	20	2	NO			
37	BLOOMFIELD	2580	2601	0	58	20	20	2	YES	77	258	7
59	CORYDON	1675	1591	0	54	20	20	2	YES	90	140	6
60	CORYDON	1675	1591	0	68	20	20	2	YES	94	160	6
65	CORYDON	1675	1591	0	68	20	20	2	YES	59	176	9
83	ESSEX	916	884	0	63	20	20	2	NO		88	7
85	ESSEX	916	884	0	38	20	20	2	NO	188	4	
113	HAMBURG	1248	1240	0	38			2	NO		300	4
114	HAMBURG	1248	1240	0	38			2	NO		300	4
124	KEOSAUQUA	1020	1066	0	57			2	NO		143	8

135	PLOVER	101	95	0	63	25	20	2	NO			
141	ROLAND	1035	1324	0	32			2	NO		263	7
142	ROLAND	1035	1324	0	32			2	NO		263	7
162	SIGOURNEY	2111	2209	0	58			2	YES	94	235	10
164	SIGOURNEY	2111	2209	0	25			2	NO		285	7
165	SPIRIT LAKE	3872	4261	0								
DIAGONAL ON ONE SIDE												
66	CORYDON	1675	1591	50	41	20	20	2	NO		156	5
120	KEOSAUQUA	1020	1066	45	24			1	NO		183	6
121	KEOSAUQUA	1020	1066	45	24			1	NO		183	6
122	KEOSAUQUA	1020	1066	45	24			1	NO		183	6
DIAGONAL ON BOTH SIDES												
11	ASHTON	462	461	45	62			2	NO		357	10
12	ASHTON	462	461	45	62			2	NO		332	10
18	ATLANTIC	7432	7257	45	67	20	20	2	NO		160	14
19	ATLANTIC	7432	7257	45	67	20	20	2	YES	115	217	14
20	ATLANTIC	7432	7257	45	67	20	20	2	YES	80	250	14
23	ATLANTIC	7432	7257	45	61	20	20	2	YES	23	255	11
24	ATLANTIC	7432	7257	45	61	20	20	2	NO	381	234	11
29	ATLANTIC	7432	7257	45	67	20	20	2	YES	80	249	14
30	ATLANTIC	7432	7257	45	67	20	20	2	YES	80	247	14
31	ATLANTIC	7432	7257	45	67	20	20	2	YES	75	246	14
38	BLOOMFIELD	2580	2601	45	78	20	20	2	YES	77	271	8
39	BLOOMFIELD	2580	2601	45	58	20	20	2	YES	77	271	8
40	BLOOMFIELD	2580	2601	45	58	20	20	2	NO		296	7
45	CORNING	1806	1783	45	79	25	25	2	YES	46	282	11
48	CORNING	1806	1783	45	68	25	25	2	NO		262	12
49	CORNING	1806	1783	45	68	25	25	2	YES	61	266	12
52	CORNING	1806	1783	45	53	25	25					
53	CORNING	1806	1783	45	53	25	25					
54	CORNING	1806	1783	45	68	25	25	2	NO		256	12
55	CORNING	1806	1783	45	66	25	25	2	NO		269	8
56	CORNING	1806	1783	45	79	25	25	2	NO		287	11
57	CORNING	1806	1783	45	79	25	25	2	NO		290	8
63	CORYDON	1675	1591	50	68	20	20	2	NO		134	6
81	ESSEX	916	884	60	49	20	20	2	YES	94	278	10
96	FAIRFIELD	9768	9509	60	57			2	YES	100	285	7
97	FAIRFIELD	9768	9509	60	79			3	YES	79	285	4
98	FAIRFIELD	9768	9509	60	57			2	NO		285	7
99	FAIRFIELD	9768	9509	60	63			2	NO		272	10
100	FAIRFIELD	9768	9509	60	75			3	YES	82	285	3
102	FAIRFIELD	9768	9509	60	60			2	YES	79	288	7
103	FAIRFIELD	9768	9509	60	75			3	YES	88	263	7
104	FAIRFIELD	9768	9509	60	53			2	YES	94	282	4
106	GRAETTINGER	813	900		67							
107	GRAETTINGER	813	900		67							
108	GRAETTINGER	813	900		67							
109	HAMBURG	1248	1240	45	63			2	NO		300	7
110	HAMBURG	1248	1240	45	63			2	NO		300	7
111	HAMBURG	1248	1240	45	63			2	NO		300	7
112	HAMBURG	1248	1240	45	63			2	NO		300	7
118	KEOSAUQUA	1020	1066	45	50			2	NO		119	7
119	KEOSAUQUA	1020	1066	45	50			2	NO		144	7
123	KEOSAUQUA	1020	1066	45	57			2	NO		138	7
125	LYNNVILLE	393	366	45	50			2	NO		294	7
127	MALLARD	360	298	30	61	20	30	2	NO		185	8
128	MALLARD	360	298	30	61	20	30	2	NO		169	8
129	MALLARD	360	298	30	61	20	30	2	NO		169	8
130	MILFORD	2170	2474	45	54			2	NO		272	7
131	OSCEOLA	4164	4659	45	43			2	NO		407	16
136	ROLAND	1035	1324	60	63	25	25	2	NO		550	7
137	ROLAND	1035	1324	60	63	25	25	2	NO		363	7
138	ROLAND	1035	1324	60	72	25	25	2	YES	50	375	10
139	ROLAND	1035	1324	60	72	25	25	2	NO		269	7

145	ROLFE	721	675	45	62	25	25	2	NO		263	9
146	ROLFE	721	675	45	62	25	25	2	NO		275	9
147	SHENANDOAH	5572	5546	45	58	25	25	2	NO		137	6
149	SHENANDOAH	5572	5546	45	58	25	25	2	YES	112	230	6
150	SHENANDOAH	5572	5546	45	58	25	25	2	YES	76	230	6
151	SIBLEY	2815	2796	45	50			2	YES	125	67	10
152	SIBLEY	2815	2796	30	52			2	YES	82	300	7
153	SIBLEY	2815	2796	30	52			2	YES	95	125	7
157	SIBLEY	2815	2796	30	50			2	YES	88	300	7
158	SIBLEY	2815	2796	30	50			2	NO		294	7
159	SIGOURNEY	2111	2209	45	52			2	YES	88	244	10
160	SIGOURNEY	2111	2209	45	51			2	YES	88	263	10
166	SPIRIT LAKE	3872	4261									
167	SPIRIT LAKE	3872	4261									
168	SPIRIT LAKE	3872	4261									
169	WEST BEND	862	834	45	59	25	21	2	YES	70	262	10
170	WEST BEND	862	834	45	59	25	21	2	NO		235	10
171	WEST BEND	862	834	45	59	25	21	2	YES	71	249	10
201	MALLARD	360	298	30	61	20	30	2	NO		169	8
202	MILFORD	2170	2474	45	54			2	YES	91	363	7
	GRISWOLD	1049	1039									
	PISGAH	268	316									
EITHER ON BOTH SHOULDERS												
115	HARRIS	170	200	0	28							
DIAGONAL CENTER AND PARALLEL ON SIDES												
132	OSCEOLA	4164	4659	45	72	20	20	2	NO		375	7
133	OSCEOLA	4164	4659	45	72	20	20	2	NO		375	7
134	OSCEOLA	4164	4659	45	72	20	20	2	NO		407	7
UNKNOWN												
148	SHENANDOAH	5572	5546		58	25	25	2				

REFERENCES

Box, Paul C. 2002. “Angle Parking Issues Revisited, 2001,” *ITE Journal*, pp. 36–47.

Edwards, John D. 2002. “Changing On-Street Parallel Parking to Angle Parking,” *ITE Journal*, pp. 28–33.

McCoy et al. 1990. *Safety Comparisons of Types of Parking on Urban Streets in Nebraska.* Mid-America Transportation Center, University of Nebraska-Lincoln, Lincoln, NE.

McCoy et al. 1991. *Safety Evaluation of Converting On-Street Parking From Parallel to Angle.* Mid-America Transportation Center, University of Nebraska-Lincoln, Lincoln, NE.

1st Ave

N

Scale
1" = 30'

7.5' 1 2 3 4 5 7.5' 6 7 8 9 10 11

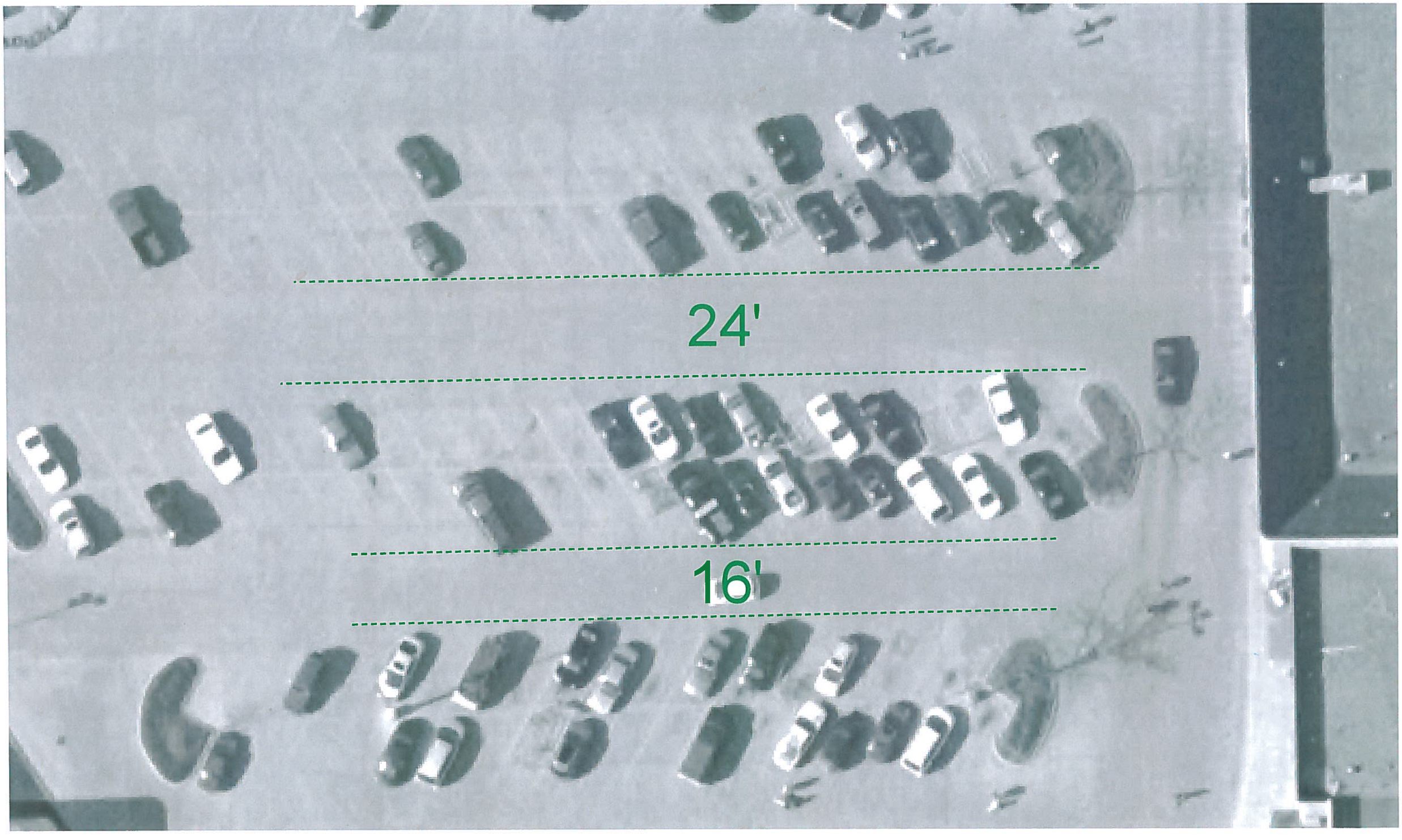
Bike Lane 22' 22' Bike Lane

12' 11' 5' 5' 11' 12'

5' 12 13 14 15 16 17 18 7.5' 19 20 21 22 23 24

2nd Ave

1st Ave
2nd Ave
Scale
1" = 30'
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
45°
45°
11.25'
17'
8.5'
8.5'
11.25'


24'
16'

N

Scale
1" = 30'

1st Ave

2nd Ave

1 2 3 4 5 6 7 8 9 10 11

12 13 14 15 16 17 18 19 20 21 22 23 24 25

8'
22'
29'
17'
12'
11'
9'
24'
30°

4/16/2015

Dear City Council Members:

We have received two applications from Barb Hagstrand for 2 grants, 1 façade and 1 code. This is for the Kibbey Bldg located at 125-131 East Main St., Marshalltown. They are:

Façade Grant: The project cost for this is $62,180, however we do not consider architectural work ($6,000) and Overhead & Profit ($3,180) as eligible expenses. That brings the cost down to $53,000.

Of the remaining costs, we would reimburse a max of 25% of the total, not to exceed $8,500 per façade. Since this building has 60 ft of frontage, it qualifies as 2 facades since 30 ft is the norm.

Math:
In order to get to the first $8,500 or 25%, there must be $34,000 of project cost. They have it.

$53,000
-34,000
$19,000 left over

Of the $19,000 remaining, 25% of this is also reimbursable, or $4,750 for the 2nd facade.

Total applicable grant request = $8500 + $4750 = **$13,250**

Code Grant: The project cost for this is $86,067, however we do not consider bldg permits ($750) and Overhead & Profit ($8,927) as eligible expenses. That brings the cost down to $76,390. From this figure we have 2 reimbursement rates: One for sprinklers of $5,875, and one for the remainder of $70,515.

Math:
Of the $70,515 we will reimburse 25%, not to exceed $20,000.

$70,515
x 25%
$17,628

Of the $5,875, we will reimburse 50% since it is for sprinklers.

$5,875
x 50%
$2,937

The total of these (17628 + 2937) is $20,565, which exceeds the max grant amount.

Total applicable grant request = **$20,000**

The MCBD Façade/Code Upgrade Grant Committee approves these applications. Note that since only $14,776 remains in unallocated funding, the reimbursements will be made after 7/1/15 when $50,000 will be added to the program. Project completion will be after 7/1/15 so this will not be a problem.

Doug Husak - Program Chair

Main Street Program, Façade and Code Grants - since inception

Year	Address	Owner	Grant Amount	Total Investment
2006	36 E Main St	Those Ink Guys	$5,003	$20,015
2007	219 E Main St	Bob's Furniture	$7,110	$30,325
2007	117 W Main St	Mike's Bikes	$7,395	$31,927
2008	118 W Main St	Headliner	$5,743	$22,973
2010	107 N Center St	Showroom Auto	$21,698	$179,528
2010	118 E Main St	Peglow Law	$8,500	$49,545
2010	101 W Main St	Devaul Inc	$14,994	$105,000
2010	23 W Main St	Lillie Mae, $3060 Approved, not funded		
2010	5 W Main St	Ocean City	$16,693	$91,243
2011	4 E Main St	Zamora Market	$2,688	$50,000
2012	5 W Boone St	Anderson	$17,400	$160,609
2013	134 E Main St	Common Bond	$45,500	$8,000,000
2013	119 E Main St	Kester	$20,000	$160,000
2014	105 W Main St	McGregor	$12,500	$180,000
		Totals =	$185,224	$9,081,165
		Total allotment to date	$200,000	
		Unallocated Funds =	$14,776	

Anticipated Future Needs:

128 E Main (Doo - Dahs), sprinklers, windows, tuckpointing	$20,000
125-131 E Main St, east façade - Kibbey Bldg	$75,000
Foster Hawkins-Strand, Carnagan - Woodbury, Denny's Hometown	$60,000
Other: McGregor's main bldg.	$20,000
	$175,000
	divided by 4
	$43,750
Anticipated New Funds Needed =	**$50,000**

Marshalltown Central Business District

Façade Improvement Program

Grant Application

April 1, 2015

Kibbey Building

Marshalltown Central Business District
Façade Grant Application

Property Information:

Address: 125-131 East Main, Marshalltown, IA 50158

Current Tenant (Business Name): _____

Use: _____ Zoning: _____

Applicant Information:

Name of Applicant: Downtown Leases & Lofts, LLC, Barb Hagstrand

Mailing Address: 19 S. 2nd Ave, Marshalltown, IA 50158
Street City, State Zip

Phone: 641-485-5362 Fax: _____ Cell: _____

Owner Information (If different from applicant information):

Name of Applicant: same

Mailing Address: _____
Street City, State Zip

Phone: _____ Fax: _____ Cell: _____

For Just the north will make the upstairs living space LMI living

Proposed use of funds (Check all that apply) Est. Cost

___	Awning	$_____
___	Awning with façade project	$_____
___	Brick cleaning and tuckpointing	$_____
___	Exterior lighting	$_____
X	Painting of exterior surface	$_____
X	Preservation of architectural elements	$_____
X	Removal of inappropriate elements	$_____
___	Signage	$_____
X	Storefront rehabilitation/restoration	$_____
X	Window and/or door repair	$_____
___	Other; explain	$_____

see attached budget Total estimated cost $62,180

Grant amount requested $ 8,500

Low Interest Loan amount requested $ ~~X~~ Amend to 13,25 & after meeting w/ applicant.

(Low Interest Loan Available with Participating Banks – See overview)

Note: *Applicant must provide a copy of all proposed materials and design drawings for estimated scope of work and, upon completion, a copy of the contractor's waiver of lien*

for evidence of payment. The Main Street Downtown Incentive Committee/*City reserves the right to request additional information.*

I hereby affirm that I have full legal capacity to authorize the filing of this application and that all information and exhibits herewith submitted are true and correct to the best of my knowledge. The owner invites MCBD representatives to make all reasonable inspections, investigations and take pictures of the subject property during the processing period of this request.

I understand that this is a voluntary program. I also understand the Main Street Downtown Incentive Committee/*City* **has the right and discretion to approve or deny any project portions thereof.**

I authorize the use of any pictures involving this project by the Main Street Downtown Incentive Committee/*City*

Signature of Applicant **Date**

Barbara Hagstrom 3-31-15

Signature of Owner **Date**

Return to:
Marshalltown CBD, Jenny Etter, Executive Director
16 E Main St Suite 280
Marshalltown, IA 50158
Phone: 641-844-2001 Fax: 641-844-2002

Work commenced prior to approval of the Facade Grant Application is not eligible.

Marshalltown Central Business District/ Facade Grant Application

MCBD Facade Grant Application

April 1, 2015

Requestors: Barb Hagstrand and Jeff Mitchell, Owners- Downtown Leases & Lofts, LLC
641-485-5362 19 S 2nd Ave, Marshalltown, IA bkh91753@gmail.com

Project Location: The Kibbey building, 125-131 E Main St Marshalltown
Amount Requested: $8,500 **Total Project Cost:** $62,180

Description of Project :

This request is for funds to help renovate the Storefront Facade of the Kibbey building, 125-131 E Main St Marshalltown. The plan is to rehab the storefront to replicate the original historic design of 1895, which had two commercial storefront entrances, lots of glass, plus the center door to the upstairs. (See drawing and architectural plan.) When completed this addition will improve the Main Street appearance and downtown revitalization, and will offer commercial leasers a location and image they are proud of.

Proposed start date July 1, 2015.

General Contractor and Architect

Kevin Conway, President, and John Koester, Vice President, Westbrook Construction – Their firm has recently completed the Iowa Wholesale building project and the McGregor's façade of the Blossom Building. (See attachment)

John Koester, through his own company **Preservation Partner, LLC** has completed seven similar historical conversion projects. (See attachment)

Brent Schipper and Michael Kastner - Architects (ASK Studio)
3716 Ingersoll Ave. Ste. A Des Moines, IA 50312 office: 515.277.6707 (See attachment)

Westbrooke Construction
7113 Douglas Ave.
Urbandale, IA 50322

Kibbey Building Façade Estimate
125-131 East Main Street
Marshalltown, IA

JOB COST WORKSHEET
DATE: 3/30/2015

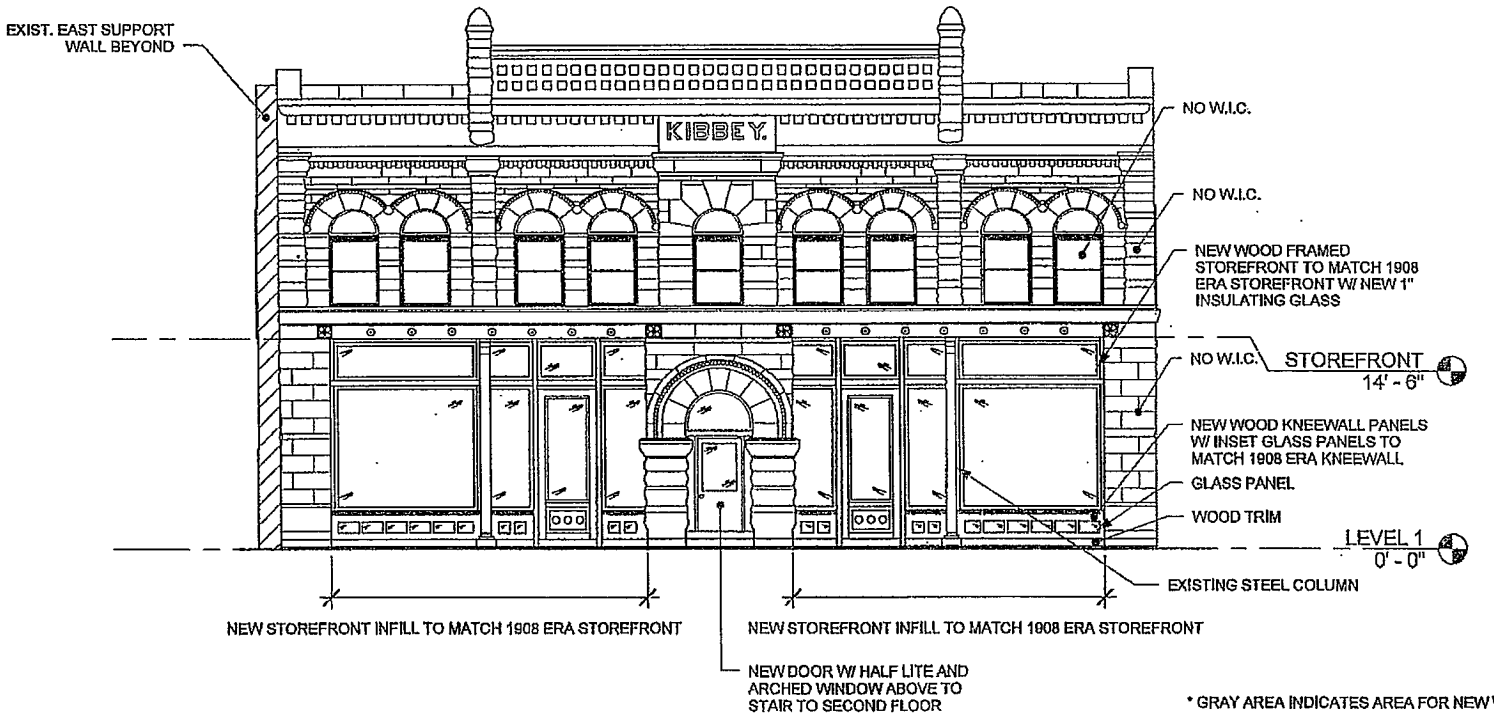
Code Upgrade	DESCRIPTION OF WORK	ORIGINAL ESTIMATE
X	Remove complete existing storefronts	7,150
X	Temporary enclosure of sidewalk	
X	Structural framing for new storefronts	
X	Replicate new storefront to original drawings	20,800
X	Set 1" insulated glass in new openings	15,000
X	Install 3 doors and hardware	8,550
X	Paint exterior	1,500
X	Subtotal	53,000
X	OH&P	3,180
X	Architectural Allowance	6,000
X	TOTAL	$62,180

ASK Architects – DSM.

$53,000
- 34,000
= 19,000
X25%
4,750

8,500
4,750
$13,250

$3,000,000 project



1 NORTH ELEVATION - PROPOSED
1/8" = 1'-0"

ARCHITECTS | SCHIPPER | KASTNER | ARCHITECTURE | INTERIORS | PLANNING

ASK STUDIO

COPYRIGHT 2015 ASK STUDIO

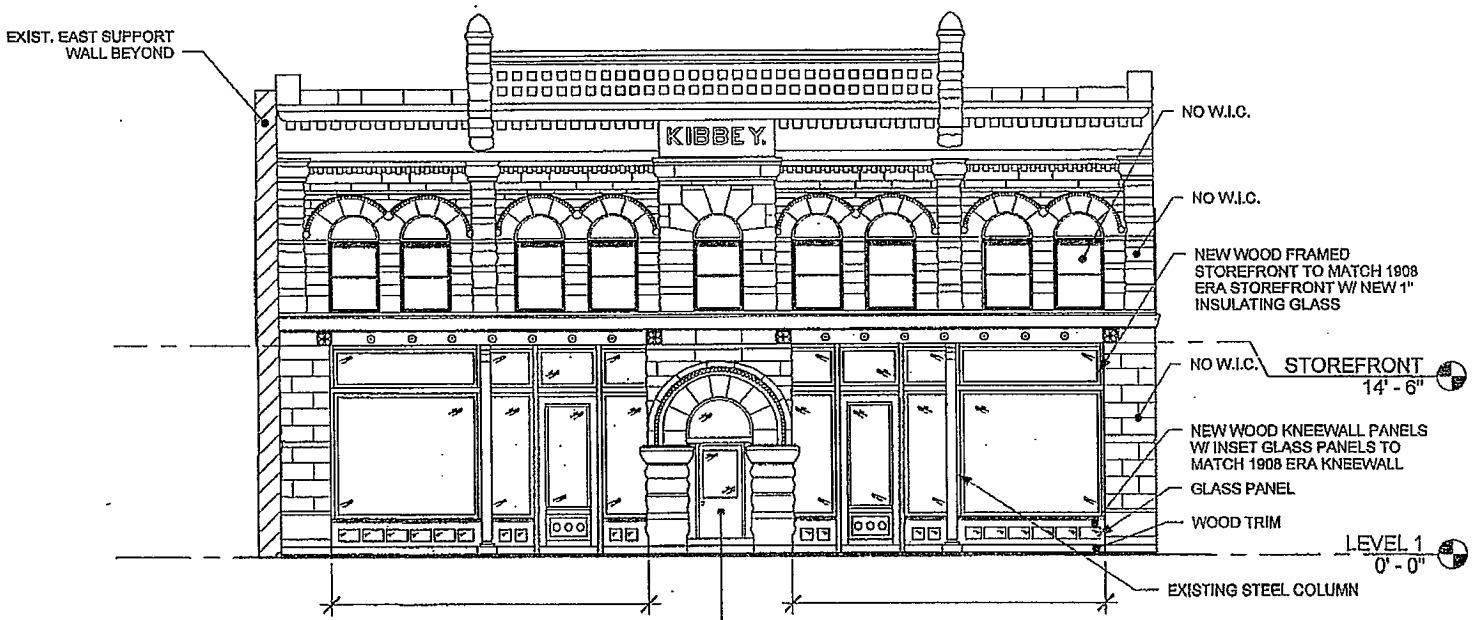
NOT FOR CONSTRUCTION

KIBBEY BUILDING
125-131 MAIN ST.
MARSHALLTOWN, IOWA

ISSUE DATE:
4.2.2015
NORTH ELEVATION

A201

PROJECT XXXXX



* GRAY AREA INDICATES AREA FOR NEW WORK

① NORTH ELEVATION - PROPOSED
1/8" = 1'-0"

ASK STUDIO

COPYRIGHT 2015 ASK STUDIO

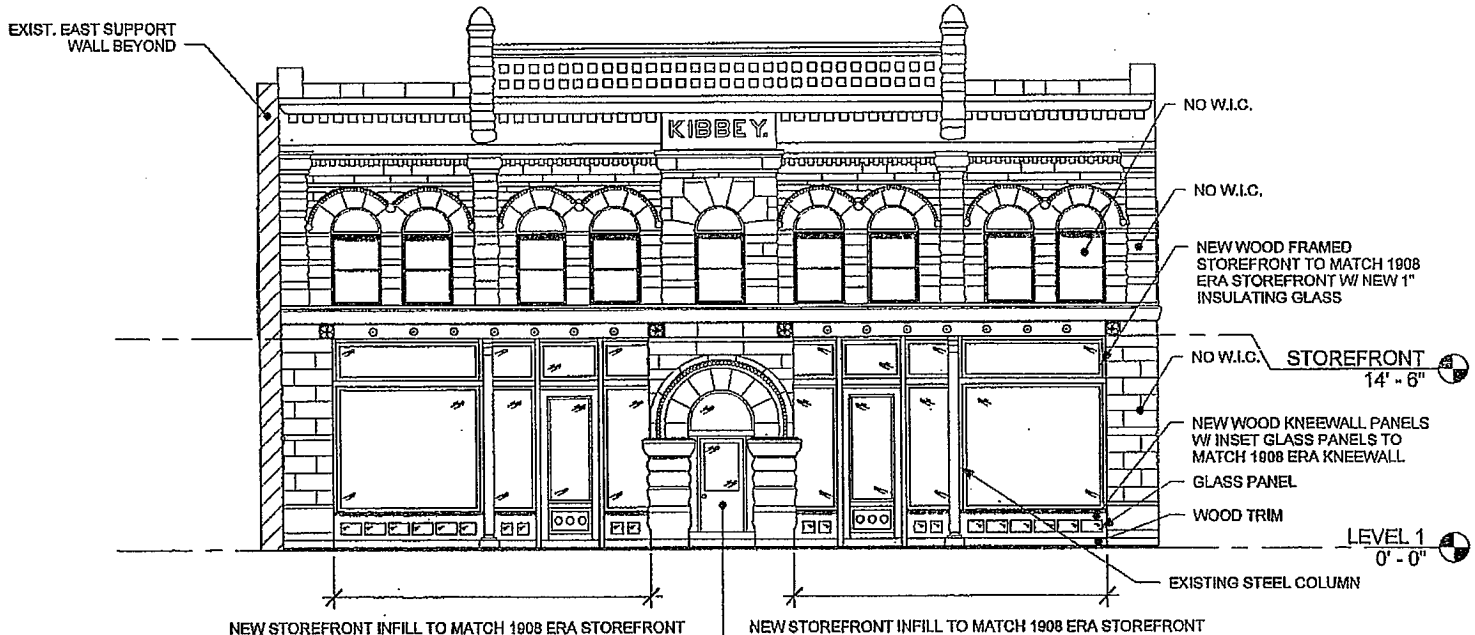
NOT FOR CONSTRUCTION

KIBBEY BUILDING
125-131 MAIN ST.
MARSHALLTOWN, IOWA

ISSUE DATE:
4.2.2015
NORTH ELEVATION

A201
PROJECT XXXXX

ARCHITECTS SCHIPPER KASTNER 515.277.0078 Second Ave. Des Moines, IA 50314 ARCHITECTURE INTERIORS PLANNING



1 NORTH ELEVATION - PROPOSED
1/8" = 1'-0"

ASK STUDIO

COPYRIGHT 2015
ASK STUDIO

NOT FOR CONSTRUCTION

KIBBEY BUILDING
125-131 MAIN ST.
MARSHALLTOWN, IOWA

ISSUE DATE:
4.2.2015
NORTH ELEVATION

A201

PROJECT XXXXX

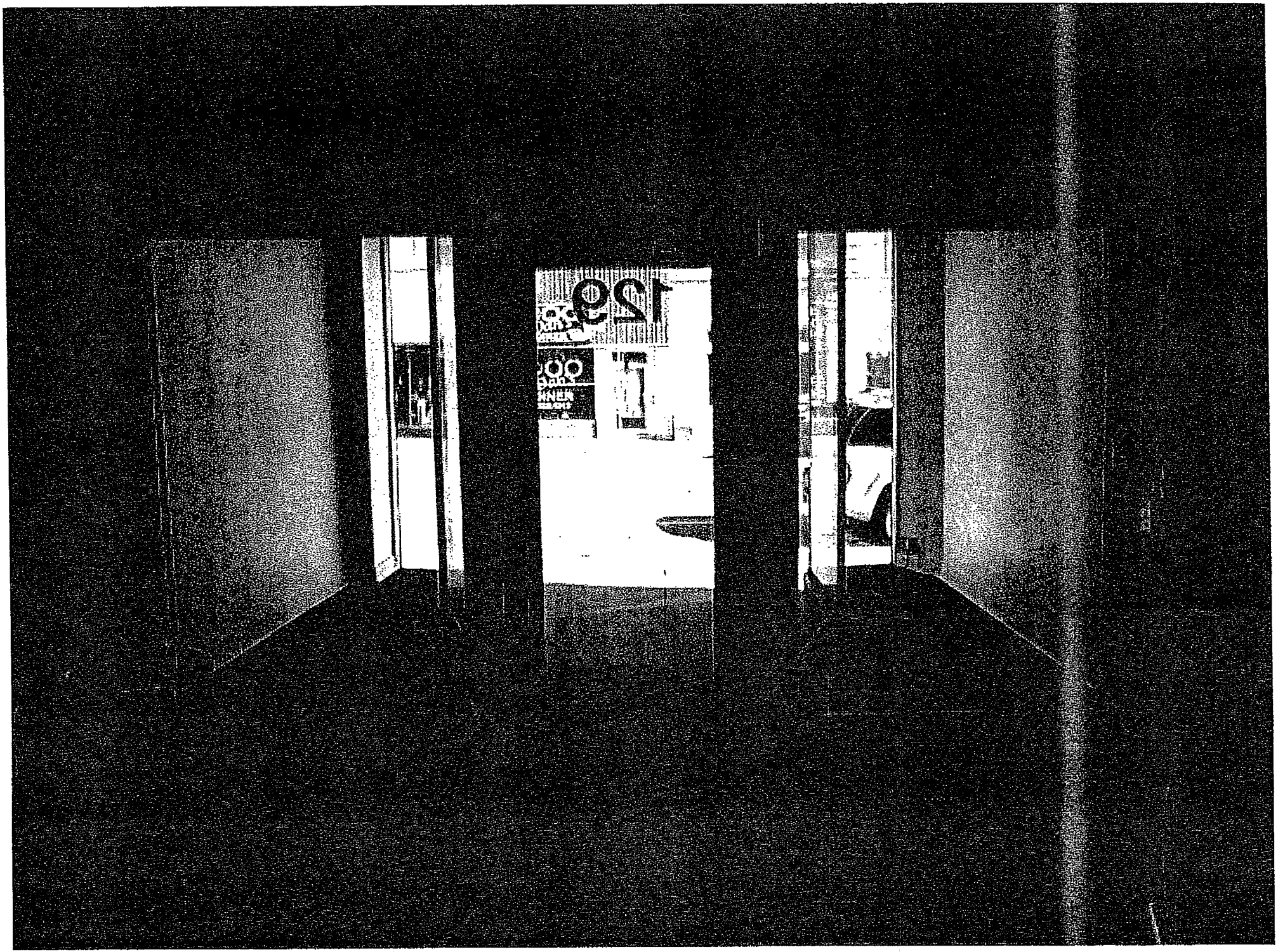
ARCHITECTS::SCHIPPER::KASTNER::PLANNING::INTERIORS::ARCHITECTURE::

03.06.2014

Kibbey front, 129 E Main St
Marshalltown Constructed 1895

Leave upper level the same
4 Apts above
Starting 7/1/15

20 S 1st Ave
Marshalltown, IA 50158
E Main St
129 E Main St
Marshall County Courthouse
E Church St
E Church St
E Church St
Imagery ©2014 DigitalGlobe, Map data ©2014 Google



Street East Main Street House No. 129

DEPARTMENT OF INSPECTION, CITY OF MARSHALLTOWN

Application For Building Permit and Certificate of Occupancy

Permit No. 23986 Date of Application November 2014

The undersigned hereby makes application to alter a building on:

Lot _____ Block _____ _____ Addition
Owner of Lot Downtown Lofts & Leases
Address of Owner 129 East Main Street
Contractor Westbrooke Construction IA# C117361
Address of Contractor Urbandale, Iowa 50322
Architect See Plans
Intended use of building Group B Occupancy
No. of Families provided for in bldg. -0-
Bldg. dimensions See Plans
Dimensions of Addition Phase I Construction 1st Floor
Lot Dimensions See Plat Lot Area _____
Zone CBD Front Yard same Rear Yard same
Side Yard: Left same Right same
Within Fire Limits: Yes X No _____
Construction Materials for Alteration: Type III-B
Foundation -0-
Exterior Walls See Plan
Interior Walls See Plans For Details
1st Floor Joists same 2nd Floor Joists same
Ceiling Joists same Roof Rafters same
Height of Building Two Story
Ceiling Height: See Plat Basement same 1st Floor See Plan
After Alteration: 2nd Floor same 3rd Floor -0-

No. of Toilets Total Two Added
Type of Ventilation Mechanical
Valuation: $190,000.00 Fee $1,534.00

This application and any permit that may be granted in response thereto are subject to all laws of the State of Iowa and all ordinances of the City of Marshalltown Iowa that may have a bearing on the same.

The Applicant Westbrooke Construction, being duly sworn, deposes and says that he is the owner; or that he is authorized and empowered to make affidavit for the owner, who makes the accompanying application; that the application, plat, plans, and specifications are true and contain a correct description of the proposed building, building construction, lot, and use to which building is to be placed.

Application is herewith made by _____
(Owner or Representative)

Subject to deed restrictions.
Subject to all Government regulations.
Examined and approved 25 day of November 2014

_____
Building Official

Sketch plot plan on reverse side.

CITY OF MARSHALLTOWN, IOWA

BUILDING PERMIT

23986

Marshalltown, Iowa, November 25, 2014

Permission is hereby granted to Downtown Lofts & Leases Owner

Westbrooke Construction Contractor, to Alter Existing Building (Phase I), on Lot _____ Block _____ Addition 129 East Main Street (Street Avenue) in Marshalltown, Iowa.

This permission is granted upon the express condition that the said owner and Contractor will comply with all the statutes of the State of Iowa, and all the rules, regulations and ordinances of the City and Board of Health of Marshalltown, Iowa.

Fee $ 1,534.00 Valuation $ 190,000.00

_____
City Building Official

Permit No. 23986

129 East Main Street **Address**

Alter Existing Building (Phase I-1st Floor)

NOTICE

The plans for this Building have been Approved, and Permit to Build has been issued, as required by law.

Scott A. Rinderle CB

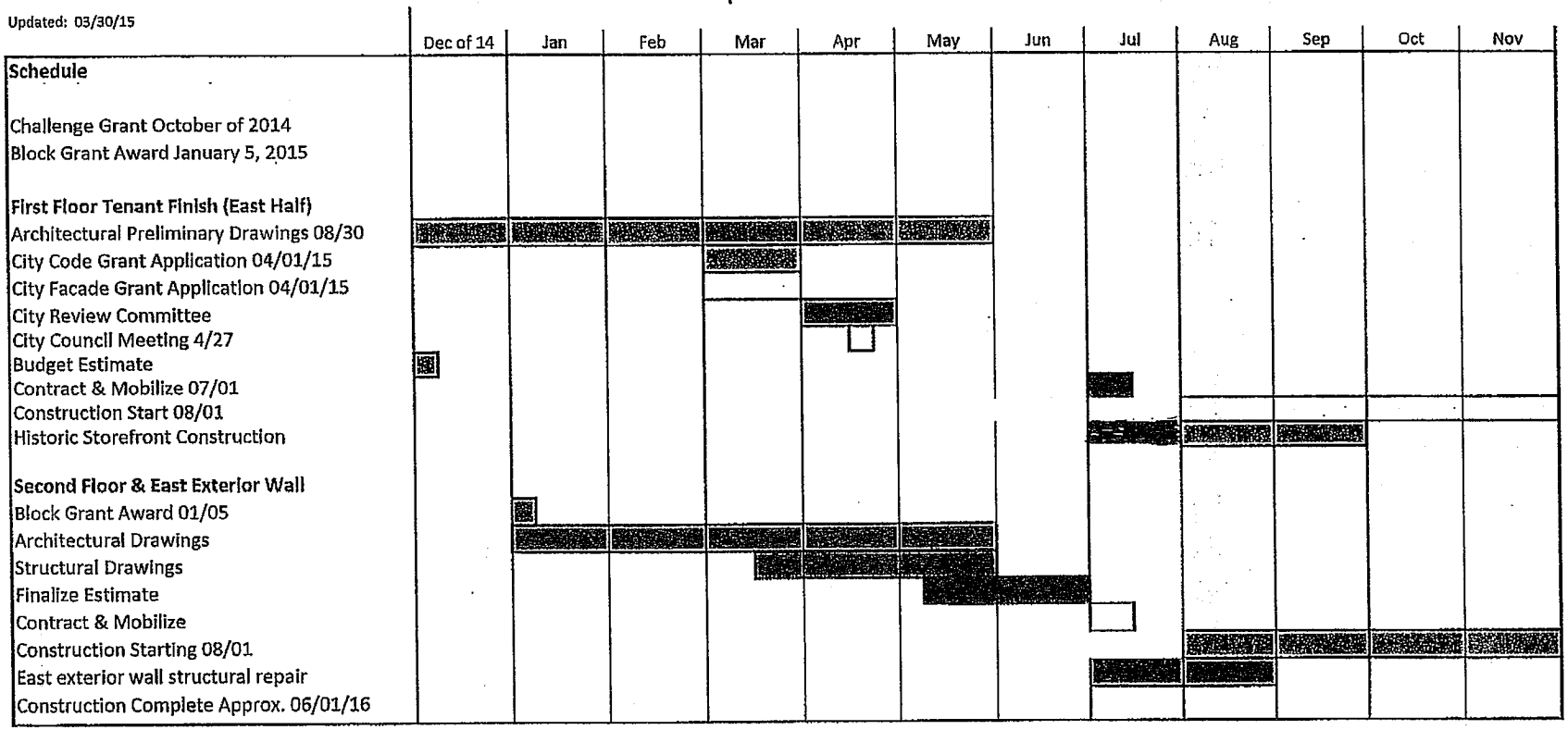
BUILDING OFFICIAL

City of Marshalltown, Iowa

PLEASE POST IN A CONSPICUOUS PLACE

Kibbey Building
125 - 131 East Main Street, Marshalltown
Development Schedule

Updated: 03/30/15



Marty Wymore

From: Stephen Troskey <stroskey@ci.marshalltown.ia.us>
Sent: Tuesday, August 12, 2014 8:40 AM
To: mwymore
Cc: Michelle Spohnheimer
Subject: Kibbey Building

Marty,

Barb asked me to send you an email about the Kibbey Building.

Her project is an acceptable use for the building and would be considered a legal conforming property.

Thanks,

Stephen Troskey
City Planner
City of Marshalltown, Iowa
641-752-3154
Office Hours: M-F 8:30-5:00

Marshalltown

All-America City

2012

Kibbey Building Owners

The ownership of Downtown Leases & Lofts, LLC is Barb Hagstrand and Jeff Mitchell. Barb has lived in Marshalltown for thirty-four years, and Jeff has resided in Cedar Rapids his entire life. Both are partnering in this project to rehabilitate the Kibbey building. Barb currently owns a 1913 downtown Marshalltown building which she and Jeff have renovated over the past 14 years on their own. This two story 14,000 sq/ft property is across the parking lot from the Kibbey has become actively utilized with commercial space on the first floor, a second story apartment, and Barb's home residence. From roof to windows, tin ceiling to wood floors, bricks to basement, this property has given them a tremendous appreciation for preserving and cherishing historic buildings. They believe the Kibbey building can be brought back to its glory and have significant contribution toward Marshalltown's economic growth.

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7113 Douglas Ave

Urbandale, Iowa 50322

(515) 278-6197 phone

(515) 278-8254 fax

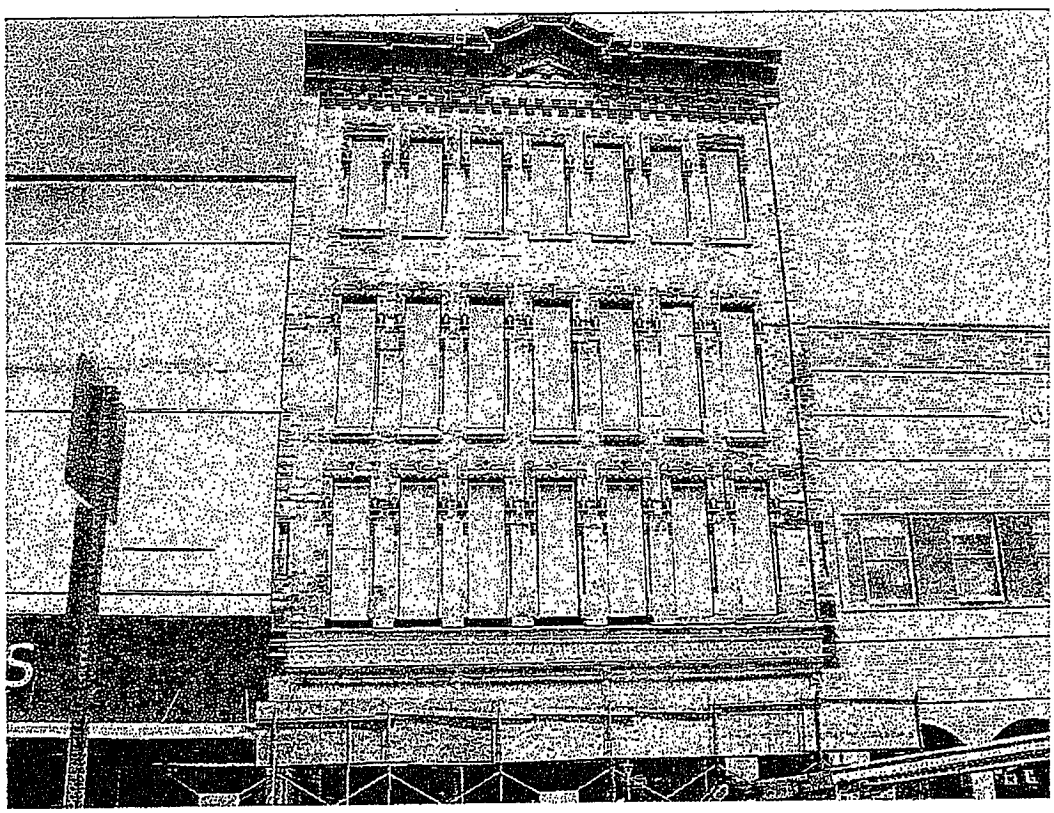
info@westbrookecc.com

BLOSSOM BLOCK

Marshalltown, Iowa

Façade rehabilitation project including masonry repair, limestone window sill repair & some replacement, paint, and architectural ornamental metal repair & replacement. We also assisted with grant administration/writing with Main Street Iowa and The City of Marshalltown.

Completed:	October of 2014
Project Cost:	$170,000
Contact:	Erin McGregor
	(641) 753-3381
Architect:	Main Street Iowa
	(515) 725-3061



Marshalltown Central Business District

City Code Upgrade Grant Application

April 1, 2015

Kibbey Building

Marshalltown Central Business District
City Code Building Upgrade Grant Application

Property Information:

Address: 129-131 E. Main, Marshalltown, IA 50158

Current Tenant (Business Name): _____

Use: commercial Zoning: _____

Applicant Information:

Name of Applicant: Downtown Leases & Lofts, LLC, Barb Hagstrand

Mailing Address: 19 S. 2nd Ave., Marshalltown, IA 50158
Street City, State Zip

Phone: _____ Fax: _____ Cell: 641-485-5362

Owner Information (If different from applicant information):

Name of Applicant: _____

Mailing Address: _____
Street City, State Zip

Phone: _____ Fax: _____ Cell: _____

Proposed use of funds City Code Expense Est. Cost

Examples – Code Upgrade Costs

__ Sprinklers _____ Code Upgrade ___ Not Code Upgrade ___ $ _____

__ Stairway _____ Code Upgrade ___ Not Code Upgrade ___ $ _____

Examples – Non-Code Upgrade Costs

__ Dry Wall _____ Code Upgrade ___ Not Code Upgrade ___ $ _____

__ Painting _____ Code Upgrade ___ Not Code Upgrade ___ $ _____

List all work and check aspects that are to meet code(Attach sheet in this format if needed)

_____ Code Upgrade ___ Not Code Upgrade ___ $ _____

See Attached Code Upgrade ___ Not Code Upgrade ___ $ _____

_____ Code Upgrade ___ Not Code Upgrade ___ $ _____

_____ Code Upgrade ___ Not Code Upgrade ___ $ _____

_____ Code Upgrade ___ Not Code Upgrade ___ $ _____

_____ Code Upgrade ___ Not Code Upgrade ___ $ _____

East half Downstairs

Total estimated cost $ 86,067

Grant amount requested $ 20,000

Low Interest Loan amount requested $ _____

(Low Interest Loan Available with Participating Banks – See overview)

Note: *Applicant must provide a copy of all proposed materials and design drawings for estimated scope of work and, upon completion, a copy of the contractor's waiver of lien for evidence of payment. The* Main Street Downtown Incentive Committee/*City reserves the right to request additional information.*

I hereby affirm that I have full legal capacity to authorize the filing of this application and that all information and exhibits herewith submitted are true and correct to the best of my knowledge. The owner invites Main Street Downtown Incentive Committee/*City* representatives to make all reasonable inspections, investigations and take pictures of the subject property during the processing period of this request.

I understand that this is a voluntary program. I also understand the Main Street Downtown Incentive Committee/*City* has the right and discretion to approve or deny any project portions thereof.

I authorize the use of any pictures involving this project by the Main Street Downtown Incentive Committee/*City*

Signature of Applicant _____ Date _____

Barbara Hoegstrand 3-31-05

Signature of Owner Date

Return to:
Marshalltown Central Business District, Tina Shapley, Director
216 E Main St P.O. Box 159
Marshalltown, IA 50158
Phone: 641-844-2001 Fax: 641-844-2002

Work commenced prior to Approval of the City Code Building Upgrade Application is not eligible.

Marshalltown Central Business District/City
City Code Building Upgrade Grant Application

MCBD Code Update Grant Application

April 1, 2015

Requestors: Barb Hagstrand and Jeff Mitchell, Owners- Downtown Leases & Lofts, LLC
641-485-5362 19 S 2nd Ave, Marshalltown, IA bkh91753@gmail.com

Project Location: The Kibbey building, 129-131 E Main St Marshalltown

Total Project Budget: $190,288 (Code Budget Upgrades $86,067)
City Code Upgrade Request: $20,000
Other Funding: Challenge Grant Award $75,000
Business loan thru Great Western Bank and personal cash for the balance

Description of Project :

This request for funds will be used for the **east half of the first floor of the Kibbey building.** Improvements include: new electrical service/system, new HVAC system, two ADA compliant restrooms, ceiling joists sprayed with fire-proof paint, a portion of sprinkler system. Additional budget items include interior finishes of the wood floor, paint, interior walls, tin ceiling, along with a complete renovation of the storefront.

This request for funding will be used in conjunction with the Main Street Iowa Challenge Grant Award for commercial space development on the first floor. The Kibbey project has also received a Community Development Block Grant(CDBG) to develop four Income Restricted-Affordable, loft-style apartments on the 2nd floor. These will remain as income restricted for the 5 year required period, and then be non-restricted and market rate. This grant will repair the exterior east wall, install the full, complete sprinkler system, and add a comprehensive storm water management system in the adjoining vacant lot and parking area for the tenants.

Completion of the Kibbey building renovation will enhance Marshalltown's economic development by providing quality commercial space on the ground floor and housing on the 2nd floor. The building sustained considerable damage after the fire at the adjoining building in Feb 2012, plus the building was not in good condition to begin with, and did not meet new code requirements.

Projected start date August 1, 2015.

General Contractor and Architect

Kevin Conway, President, and John Koester, Vice President, Westbrook Construction – John Koester, President of Preservation Partner, LLC has also been instrumental in the project. They have completed 7 similar historical conversion projects. Their firm has recently completed the Iowa Wholesale building project and the McGregor's façade of the Blossom Building. (See attachments)

Brent Schipper - Architect (ASK Studio)
3716 Ingersoll Ave. Ste. A Des Moines, IA 50312 office: 515.277.6707 (See attachment)

Kibbey Building Owners

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Westbrooke Construction
7113 Douglas Ave.
Urbandale, IA 50322

Kibbey Building First Floor- East Side
129-131 East Main Street
Marshalltown, IA

JOB COST WORKSHEET
DATE: 3/30/2015

Code Upgrade	DESCRIPTION OF WORK	ORIGINAL ESTIMATE	
X	General Conditions	8,000	
X	Demolition	1,500	
X	Framing Labor	600	35' LF
X	Framing material	1,000	
X	Backing & blocking	500	
X	Painting- No Burn on wood floor syster	4,900	Ebert
X	Restroom accessories	500	
X	Fire extinguishers	975	
X	Knox box	350	
X	Plumbing	12,700	Contractors Plumbing
X	Fire Sprinkler System	5,875	Black Hawk
X	HVAC	22,400	Wyckoff
X	Electrical	15,090	S & S Electric
X			
X	Subtotal	74,390	
X	OH&P	8,927	
X			
X	Building permit	750	Allowance
X	Asbestos/Lead Abatement	2,000	Allowance
X			
X	TOTAL	$86,067	

upstairs wood floor - 2 hour fire wall

Heads not covered in other funding

Fire destroyed prev electrical

70,575
× 25%
17,628
+ 2,938
$20,566

5875
÷ 2
2938

Westbrooke Construction
7113 Douglas Ave.
Urbandale, IA 50322

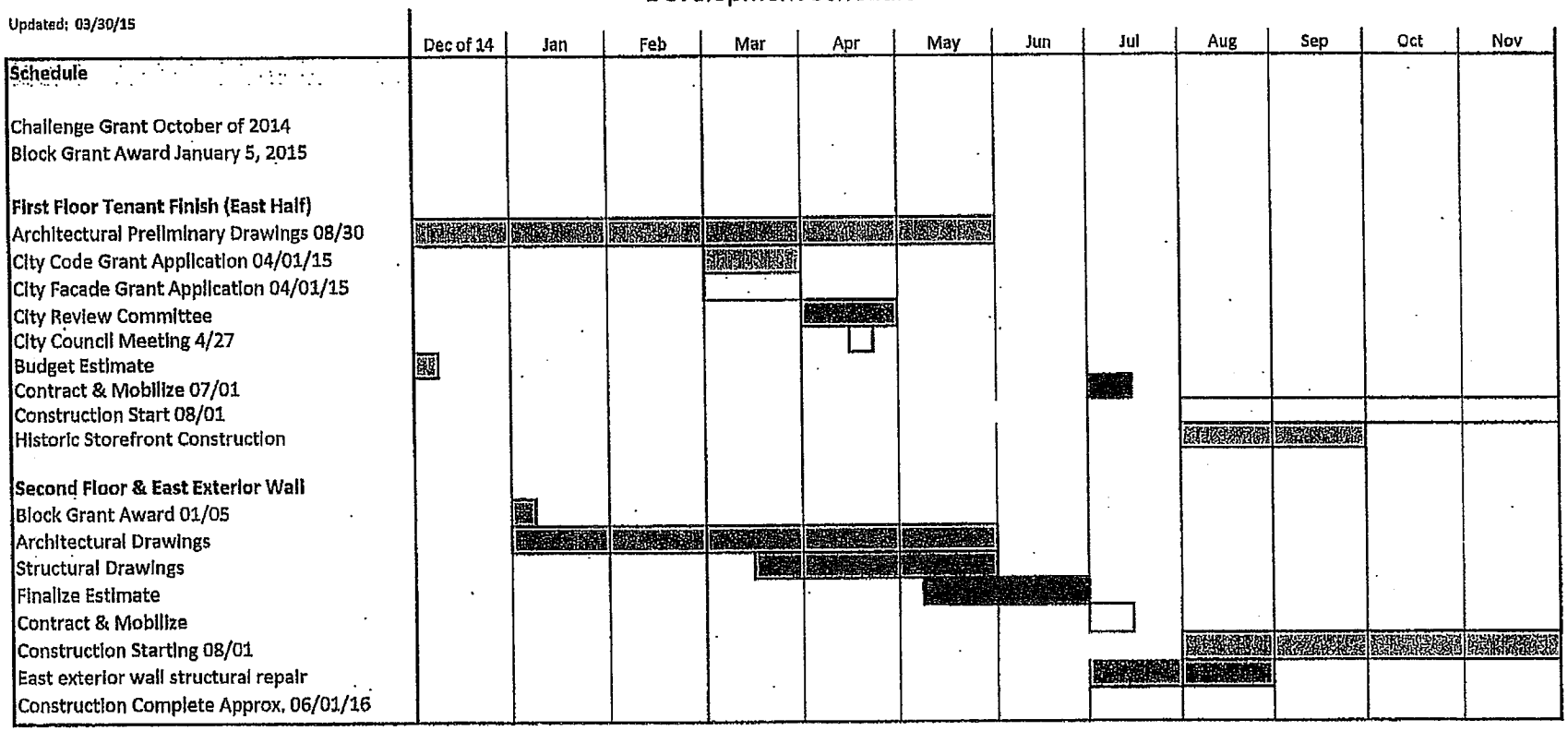
Kibbey Building- Code Upgrade
125 - 131 East Main Street
Marshalltown, IA

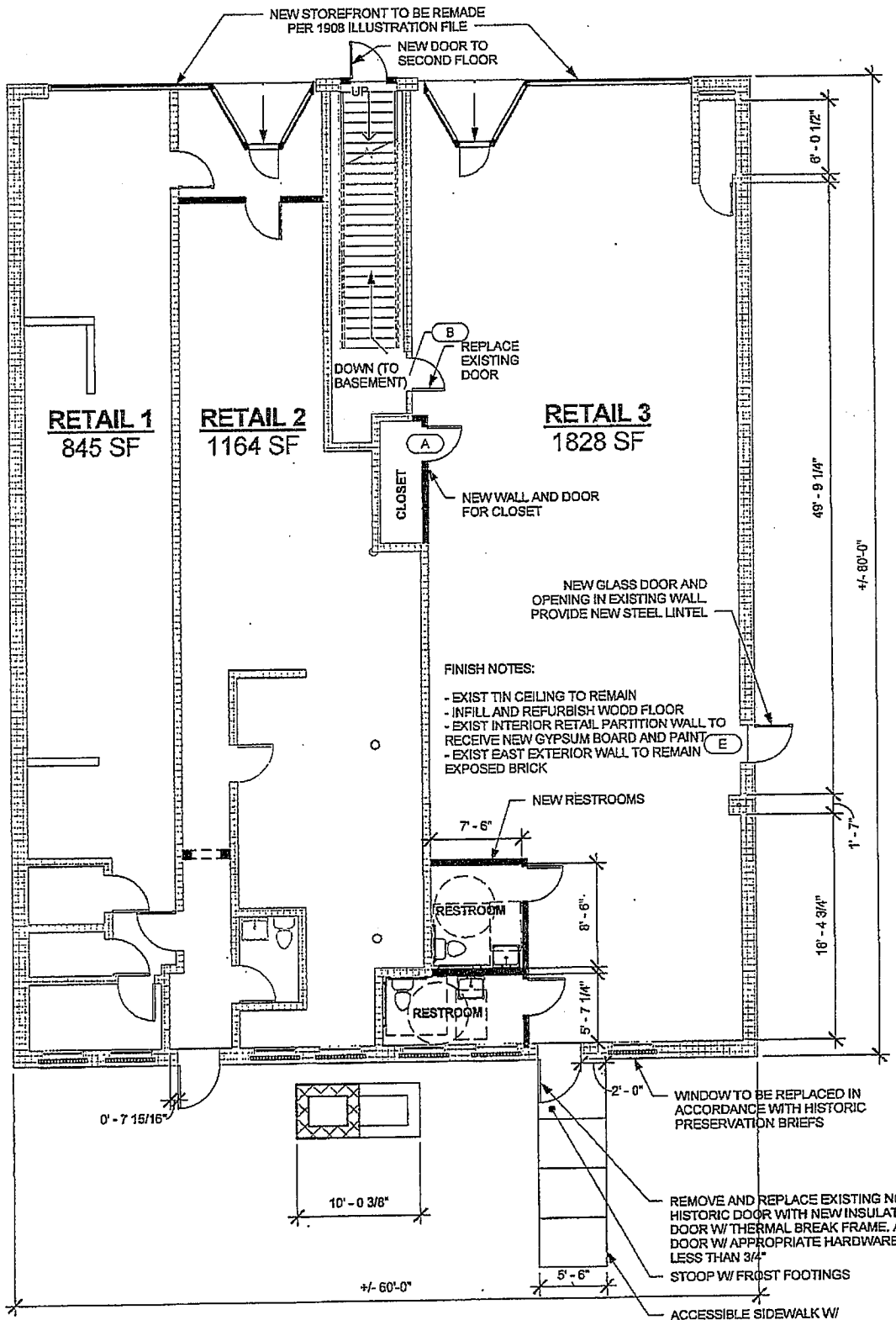
GENERAL CONDITIONS
DATE: 03/30/15

DESCRIPTION OF WORK	3/30/2015 ORIGINAL ESTIMATE
Superintendant	$3,500.00
Forman	$1,000.00
Project Coordinator	$750.00
Project Manager	$1,000.00
Print charges	$300.00
Permits	$500.00
Water	$0.00
Temp utility/elect. Serv.	$0.00
Temp heat	$0.00
Temp fence	$0.00
Office trailer	
Tools and equipment	$450.00
Pick-up mileage	
Clean up general	$500.00
Dump fees	
Final clean up	
Punch list	
Safety meetings	
Subtotal	$8,000.00

Kibbey Building
125 - 131 East Main Street, Marshalltown
Development Schedule

Updated: 03/30/15

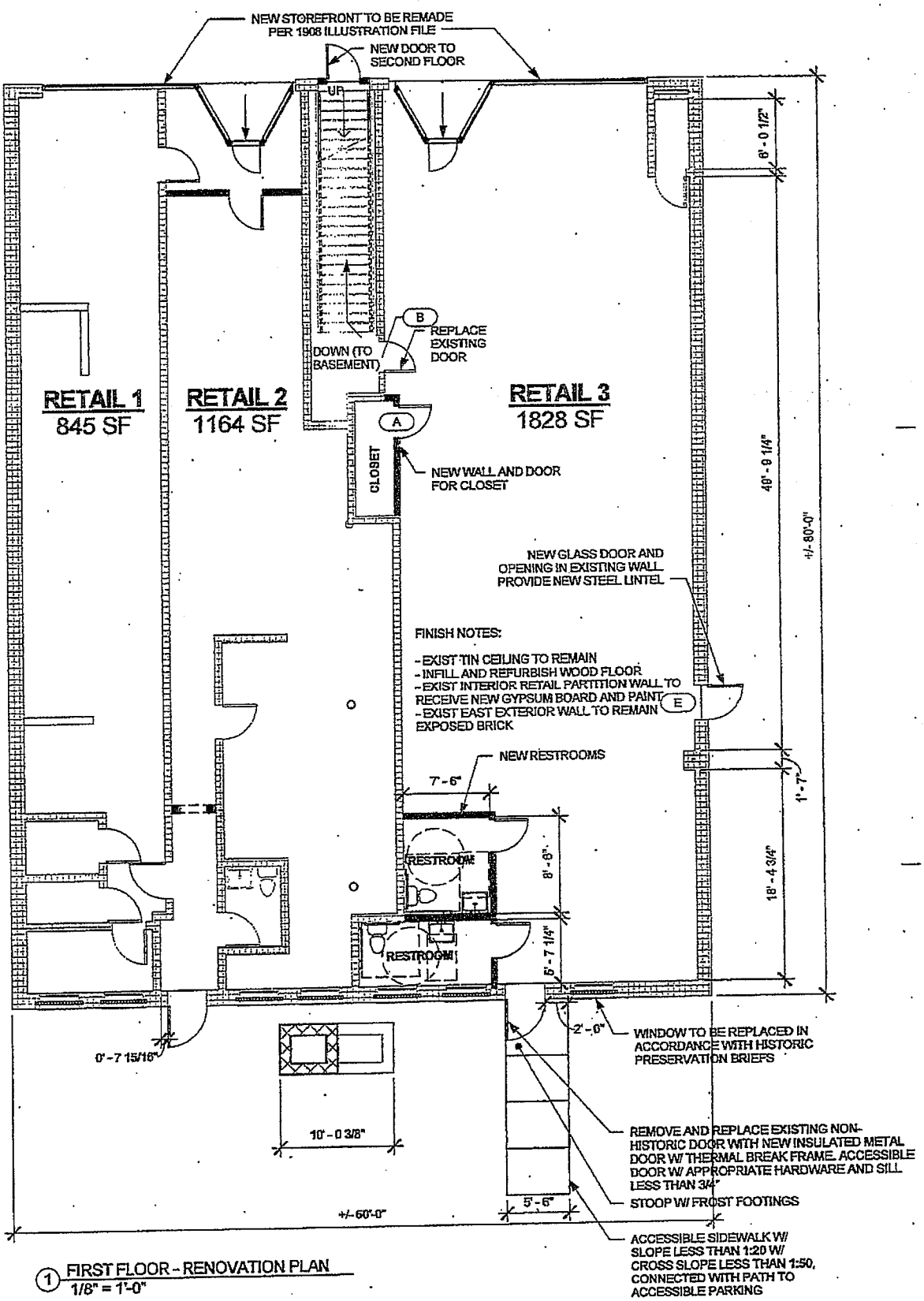




1 FIRST FLOOR - RENOVATION PLAN
1/8" = 1'-0"

COPYRIGHT 2015 ASK STUDIO

ASK STUDIO



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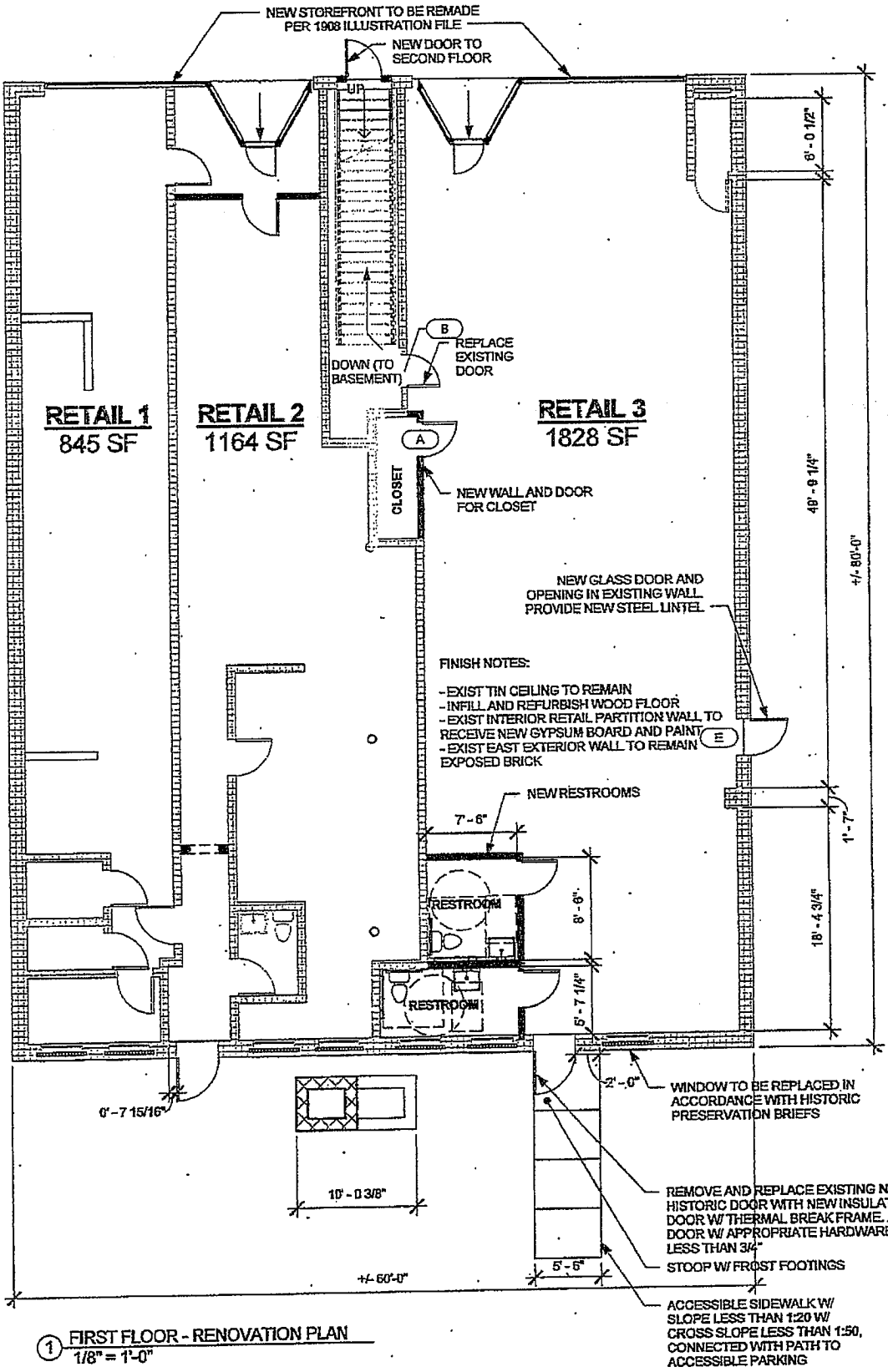
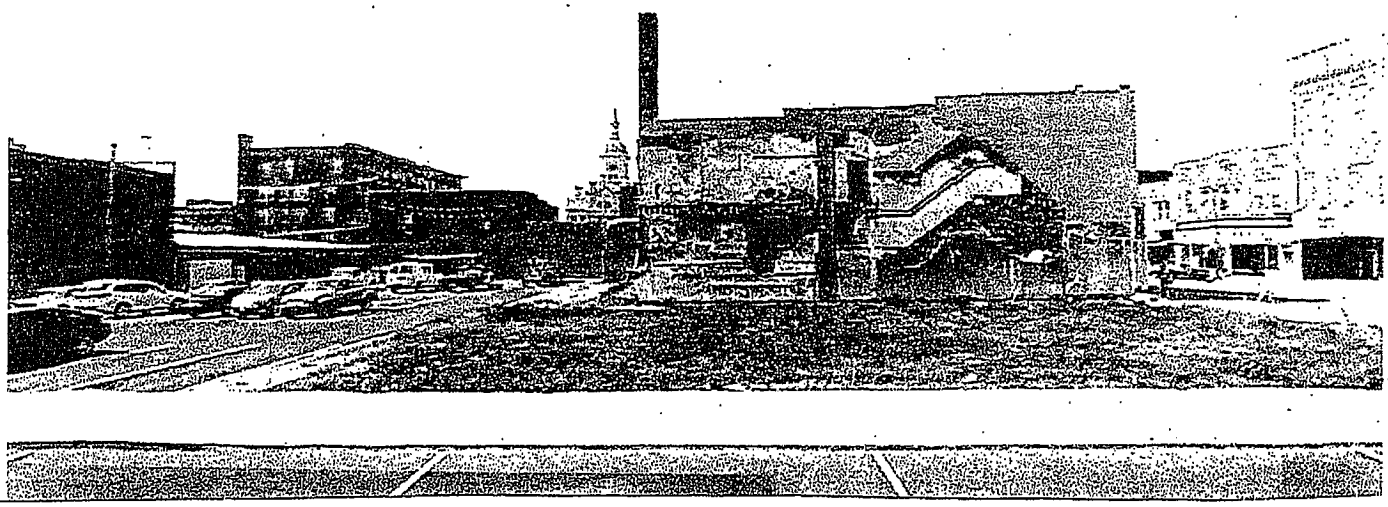


1 FIRST FLOOR - RENOVATION PLAN
1/8" = 1'-0"

COPYRIGHT 2015 ASK STUDIO

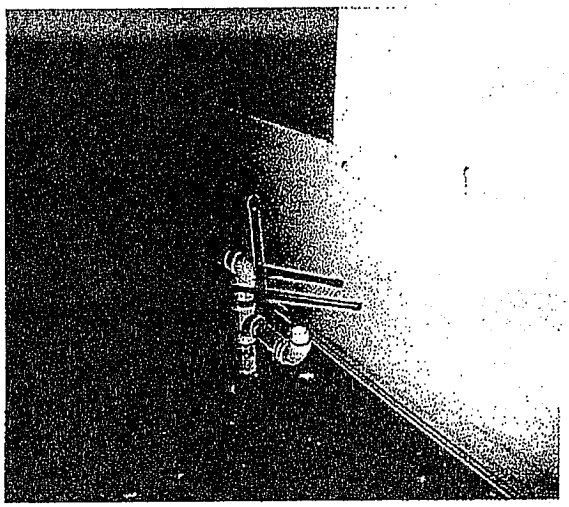
Kibbey front, 129 E Main St
Marshalltown Constructed 1895

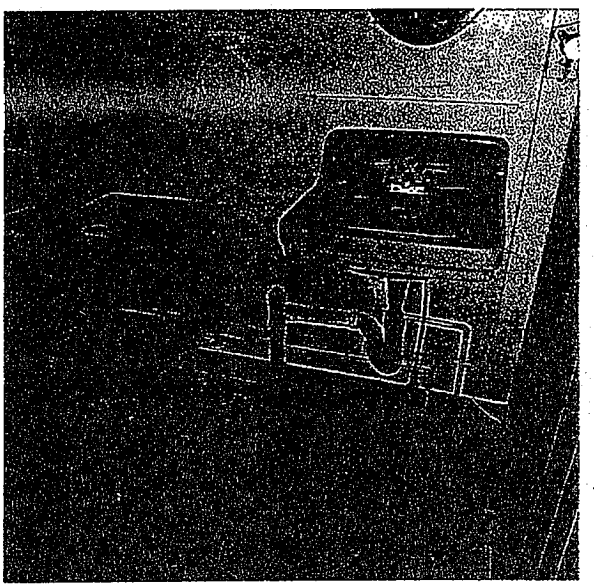


Kibbey & Lot-East Side

East side first floor 2015

Plumbing Conditions Sept 2014

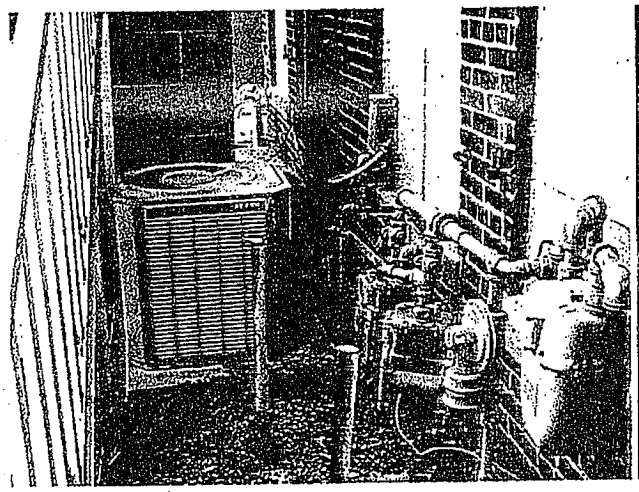


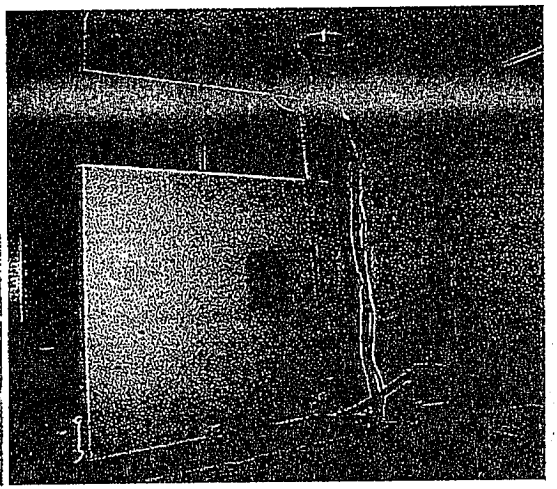


Bathroom #1

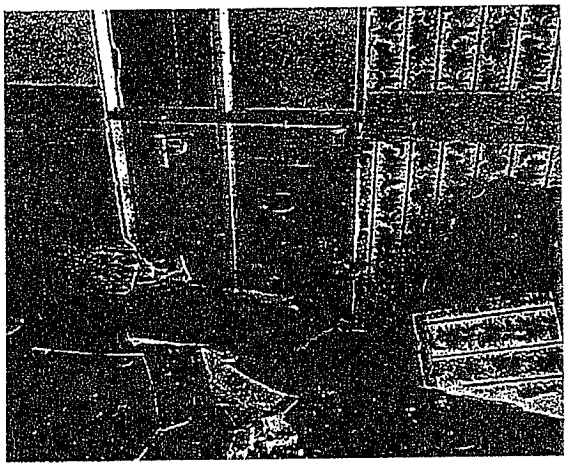
Bathroom #2

HVAC Conditions Sept 2014

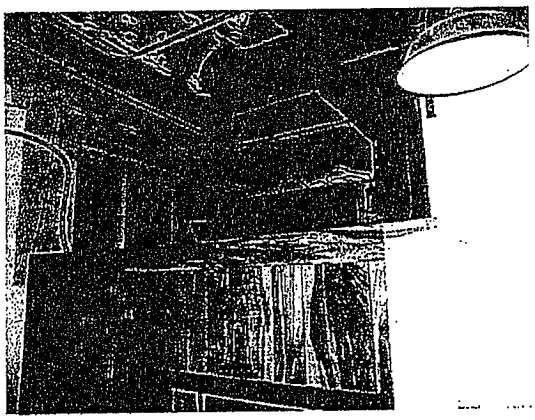




Floor duct

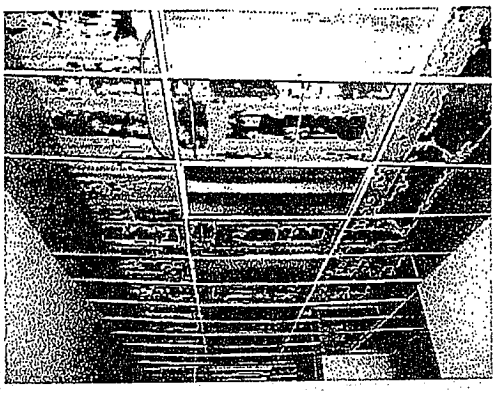


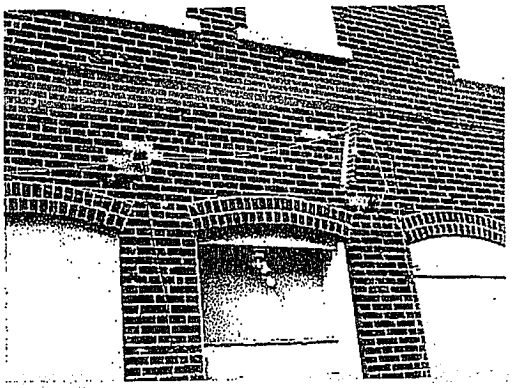
furnace in basement

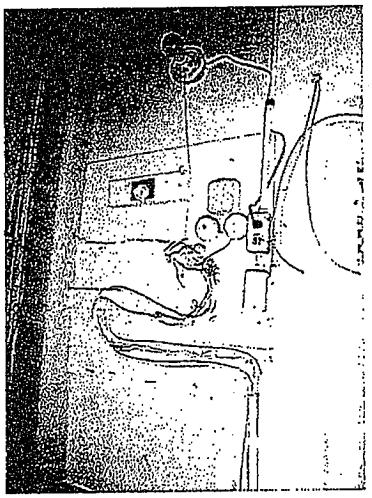


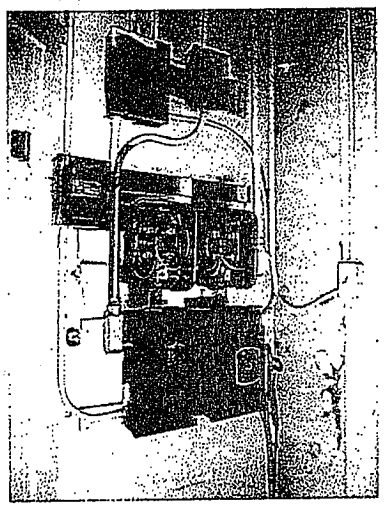
Another old unit is up above

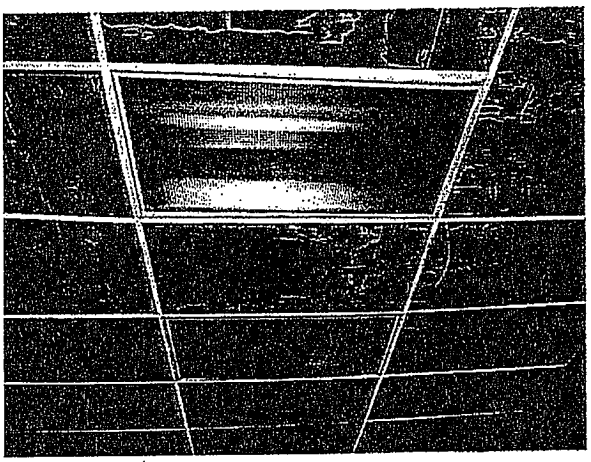
Electrical Conditions Sept 2014

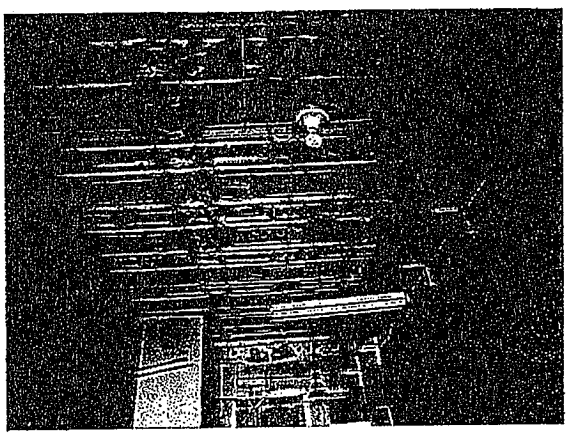


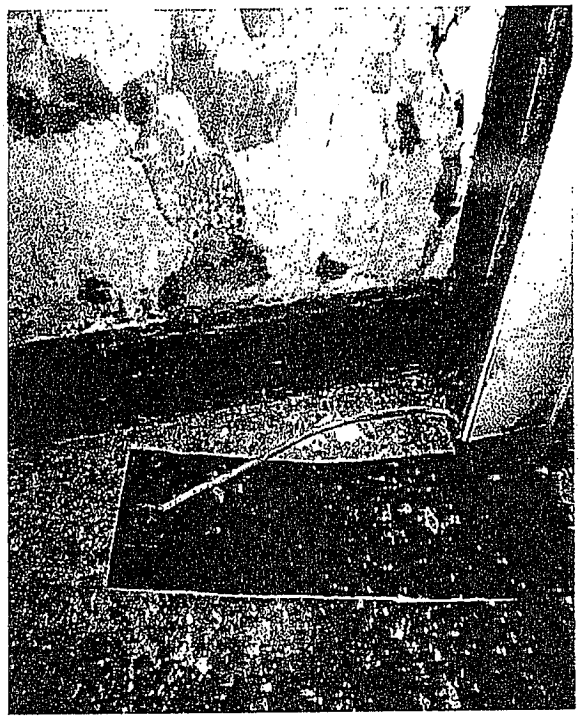


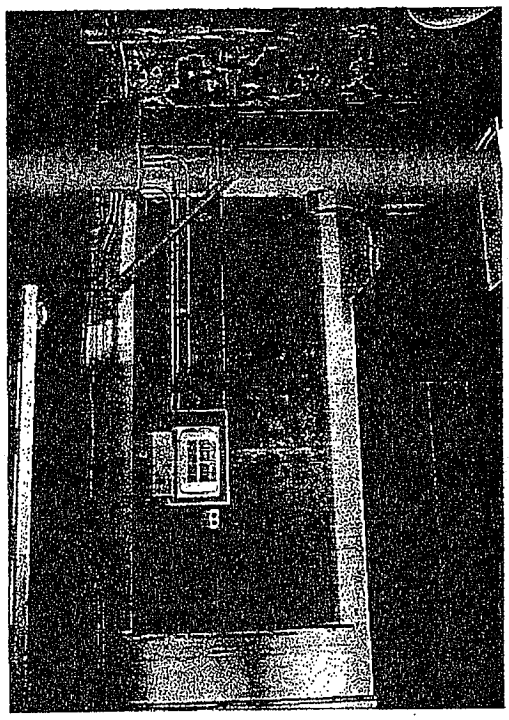


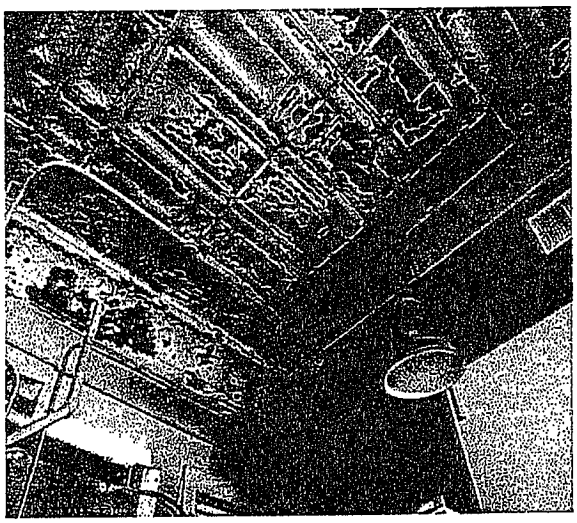


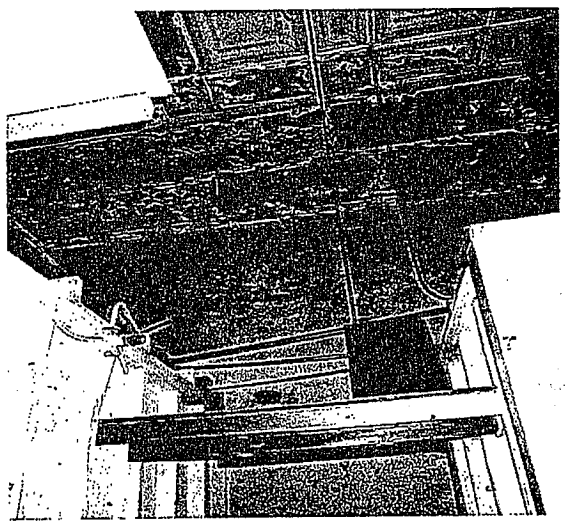




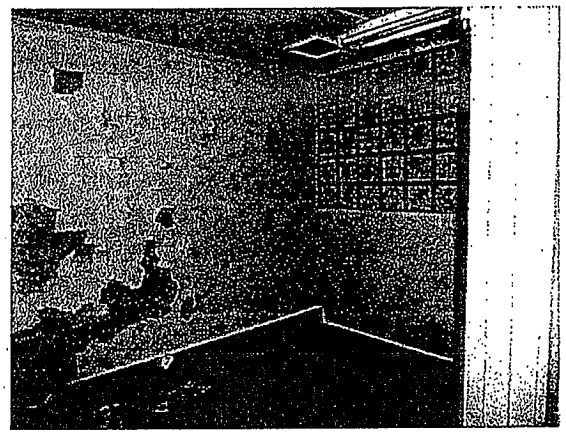


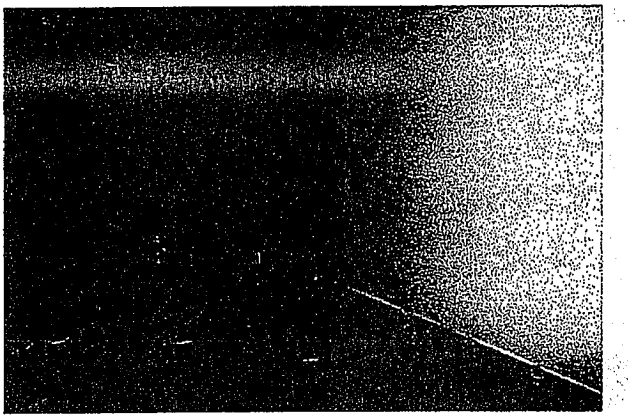


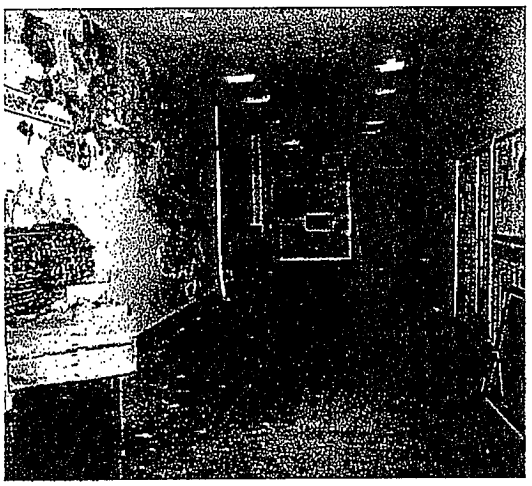


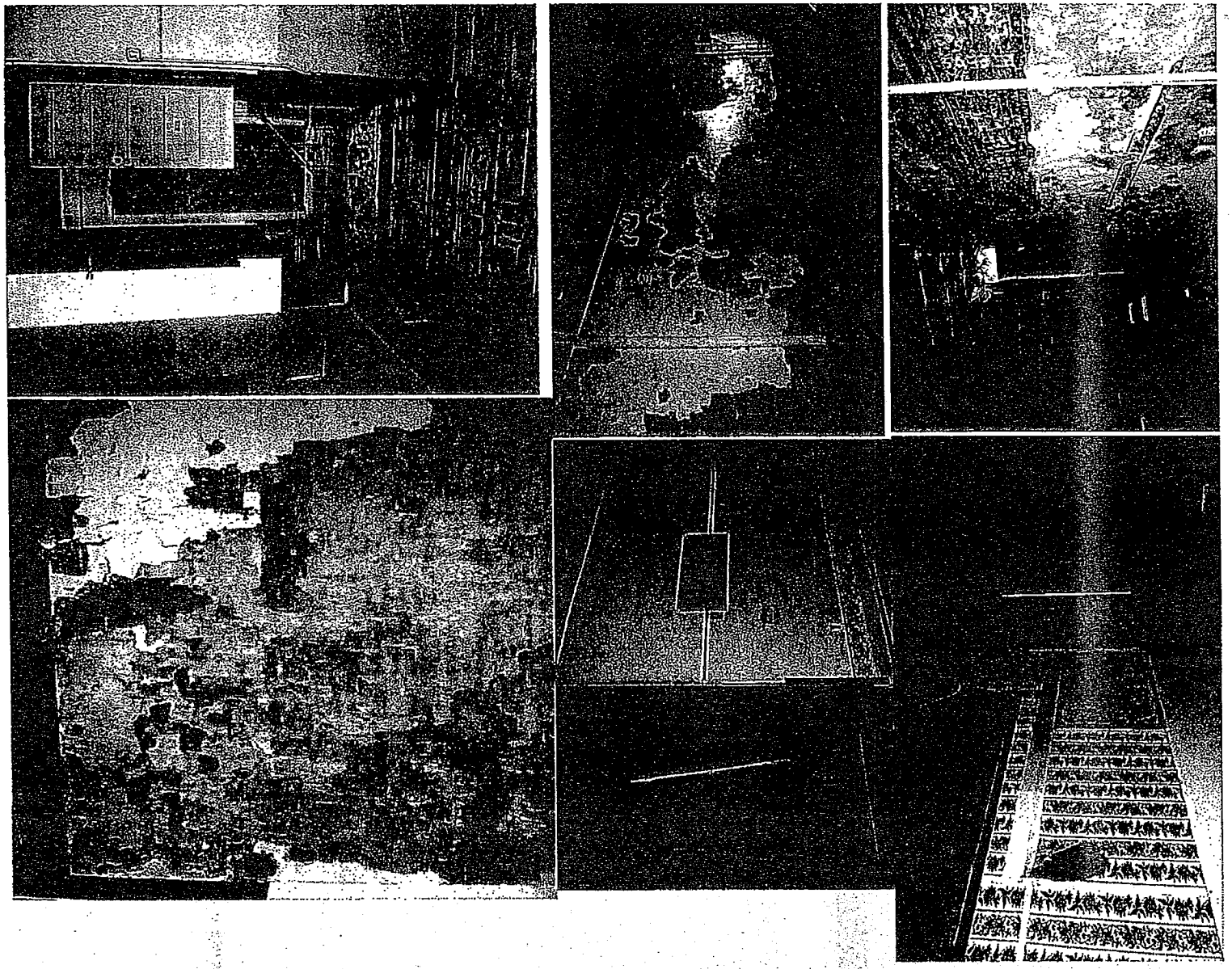


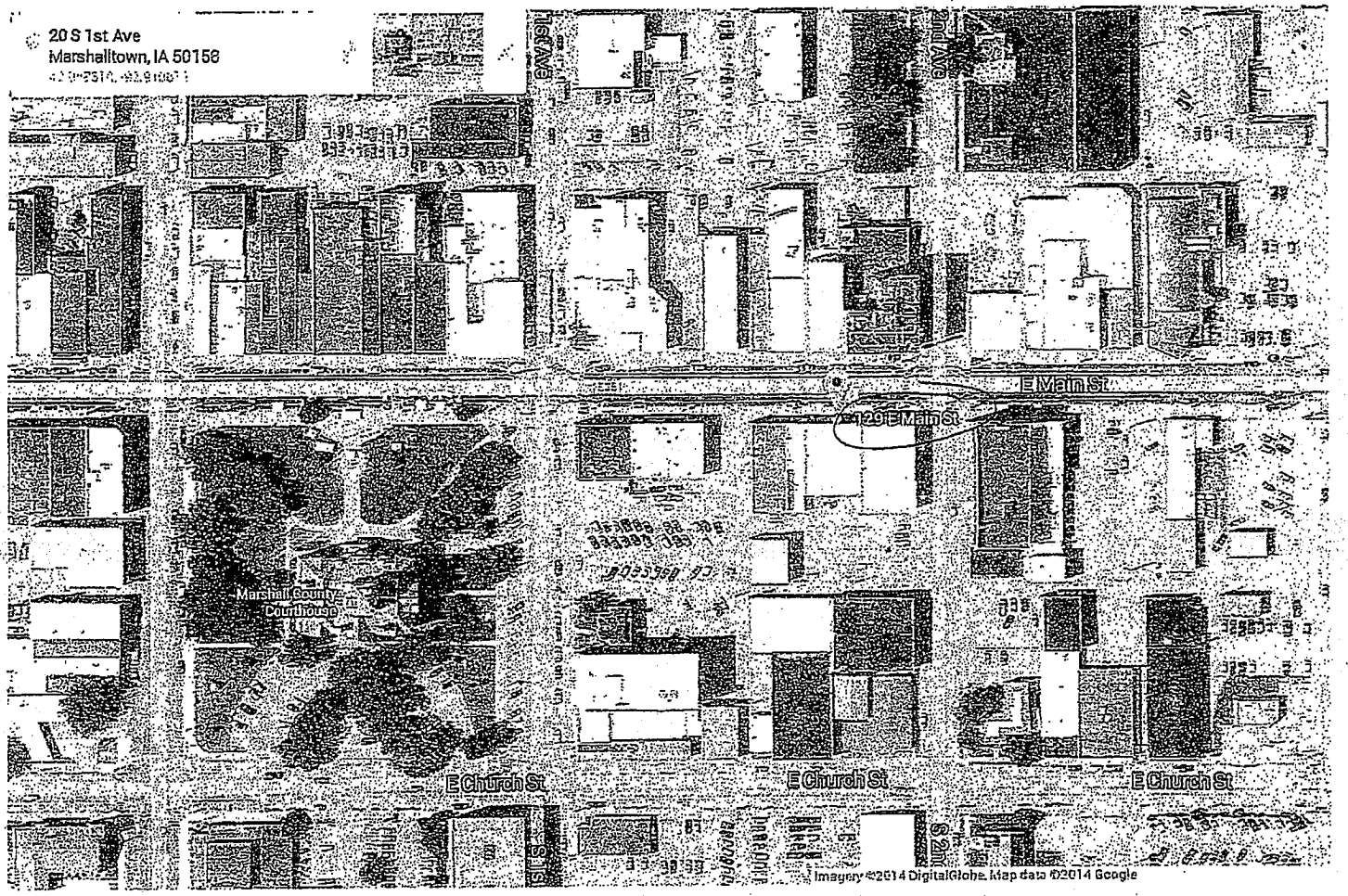
Wall Conditions Sept 2014










20 S 1st Ave
Marshalltown, IA 50158
1st Ave
2nd Ave
E Main St
129 E Main St
Marshall County Courthouse
E Church St
E Church St
E Church St
S 1st St
Imagery ©2014 DigitalGlobe, Map data ©2014 Google

Marty Wymore

From: Stephen Troskey <stroskey@ci.marshalltown.ia.us>
Sent: Tuesday, August 12, 2014 8:40 AM
To: mwymore
Cc: Michelle Spohnheimer
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Thanks,

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City Planner
City of Marshalltown, Iowa
641-752-3154
Office Hours: M-F 8:30-5:00

Marshalltown

All-America City

2012

Street East Main Street House No. 129

DEPARTMENT OF INSPECTION, CITY OF MARSHALLTOWN

Application For Building Permit and Certificate of Occupancy

Permit No. 23986 Date of Application November 2014

The undersigned hereby makes application to alter a building on:

Lot _____ Block _____ _____ Addition
Owner of Lot Downtown Lofts & Leases
Address of Owner 129 East Main Street
Contractor Westbrooke Construction IA# C117361
Address of Contractor Urbandale, Iowa 50322
Architect See Plans
Intended use of building Group B Occupancy
No. of Families provided for in bldg. -0-
Bldg. dimensions See Plans
Dimensions of Addition Phase I Construction 1st Floor
Lot Dimensions See Plat Lot Area
Zone CBD Front Yard same Rear Yard same
Side Yard: Left same Right same
Within Fire Limits: Yes X No
Construction Materials for Alteration: Type III-B
Foundation -0-
Exterior Walls See Plan
Interior Walls See Plans For Details
1st Floor Joists same 2nd Floor Joists same
Ceiling Joists same Roof Rafters same
Height of Building Two Story
Ceiling Height: See Plat Basement same 1st Floor See Plan
After Alteration: 2nd Floor same 3rd Floor -0-

No. of Toilets Total Two Added
Type of Ventilation Mechanical
Valuation: $190,000.00 Fee $1,534.00

This application and any permit that may be granted in response thereto are subject to all laws of the State of Iowa and all ordinances of the City of Marshalltown Iowa that may have a bearing on the same.

The Applicant Westbrooke Construction, being duly sworn, deposes and says that he is the owner; or that he is authorized and empowered to make affidavit for the owner, who makes the accompanying application; that the application, plat, plans, and specifications are true and contain a correct description of the proposed building, building construction, lot, and use to which building is to be placed.

Application is herewith made by _____
(Owner or Representative)

Subject to deed restrictions.
Subject to all Government regulations.
Examined and approved 25 day of November 20 14

_____
Building Official

Sketch plot plan on reverse side.

CITY OF MARSHALLTOWN, IOWA

BUILDING PERMIT

23986

Permission is hereby granted to Downtown Lofts Marshalltown, Iowa, November 25, 2014

Owner

Contractor, to Westbrooke Construction

Existing Building (Phase I)

, on

Lot _____ Block _____ Addition _____

129 East Main Street (Street) Avenue

in Marshalltown, Iowa.

This permission is granted upon the express condition that the said owner and Contractor will comply with all the statutes of the State of Iowa, and all the rules, regulations and ordinances of the City and Board of Health of Marshalltown, Iowa.

Fee $ 1,534.00 Valuation $ 190,000.00

_____
City Building Official

COUNCIL PROCEEDINGS
April 27, 2015

The Marshalltown City Council met in regular session on April 27, 2015, at 5:30 PM, in the Council Chambers at City Hall. Mayor Lowrance called the meeting to order and led the Pledge of Allegiance. Present: Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin. Schubert moved to approve the agenda, second by Greer. Motion approved 7-0.

CONSENT AGENDA:

Greer moved to approve the Consent Agenda, Approve Council meeting Minutes of April 13, 2015 and Special Council Minutes of April 13, 2015; Approve Bill List in the amount of $1,344,006.36; Receipt of Building Report for March 2015; Approve February Financials; Resolution 2015-046 Approving Animal Rescue League Agreement, 2015-2016 in the amount of $48,000 and option to extend for 2016-2017 in the amount of $50,000; Resolution 2015-047 Ordering Construction of the 2015 Microsurfacing Project 76015003; Resolution 2015-048 Ordering Construction of the Oil Mix Streets Overlay Project 76015005; Resolution 2015-049 Accepting Bid and Authorizing the Award of Contract for Airport Hangar Floor Replacement Project 77013010, Gruss Construction, LLC, $77,468.50; Resolution 2015-050 Approving Airport State Funding Application, $80,325.00, Hangar Floor Replacement Phase II Project 77013010A; Resolution 2015-051 Approving Change Order #3, WPCP Performance Edge Project 52012012, Oakview Dck, decrease of $36,832.82; Resolution 2015-052 Approving Certificate of Completion, WPCP Performance Edge Project 52012012, Oakview Dck, Final cost of $1,436,480.18; Resolution 2015-053 Approving Change Order #3, WPCP Ultraviolet Improvement Project 52011024, Oakview Dck, decrease of $18,379.00; Resolution 2015-054 Approving Certificate of Completion, WPCP Ultraviolet Improvement Project 52011024, Oakview Dck, Final cost of $716,781.00; New Cigarette Licenses: Hometown Cash Advance, 2007 S Center Street, East Side Liquor & Groceries, 1116 E Nevada Street; Approve Liquor Licenses: (Pending fire inspection passage) NEW: East Side Liquor & Groceries, 1116 E Nevada Street, Class E Liquor; Hall of Fame Concessions, Softball area, S 6th Street. Class B Beer; 2 Corner Tap, 35 N Center St, Class C Liquor; Expanded outdoor service area, TC's, N 3rd Avenue, for events. (Dates coming); Updated outdoor premise: Calvin Rocket, 2013 S Center St; Expanded outdoor service area for bike nights at Calvin Rocket, May 28, June 25, July 30, August 27; second by Wirin. Consent agenda adopted 7-0.

Schubert moved to approve outdoor service dates as requested by TC's, N 3rd Avenue, second by Gowdy. Motion carried 7-0.

REPORTS:

Kenn Vinson, representing Alliant, presented an update on the construction progress.

David Vollmer, representing Alliant, presented Alliant's Community Annual Partnership Assessment.

WPCP Superintendent Bob Ranson informed the community the Household Hazardous Waste Collection, will be held on May 16, 8 am to noon at the Water Pollution Control Plant.

Public Works Director Justin Nickel presented a 30 degree option for parking in downtown. A test block may be considered. The council asked for costs and report at the next meeting to give staff final direction.

MOTIONS:

Martin moved to approve transfer of Los Compadres 2 LLC liquor license to the Veterans Memorial Coliseum for an event on May 9, second by Schubert. Motion carried 7-0.

Wirin moved to set the budget amendment hearing for fiscal year ending June 30, 2015, for May 11, 2015, second by Lamer. Motion carried 7-0.

RESOLUTIONS:

Lamer moved to adopt Resolution 2015-055 For Future Trail Crossing, relating to the former Iowa River Railroad right of way in Marshall county, development of the former rail corridor for a multi-use recreational trail, second by Greer. Resolution adopted 6-0, with Greer abstaining due to his relationship with the Trails, LLC board.

Schubert moved to adopt Resolution 2015-056 Rejecting Bids, WPCP Concrete Repair Phase II, second by Greer. Resolution adopted 7-0.

Lamer moved to adopt Resolution 2015-057 Approving Payroll Services Agreement with ADP, five years, through May 2020, second by Greer. Resolution adopted 7-0.

Lamer moved to adopt Resolution 2015-058 Approving Resignation and Settlement Agreement, second by Wirin. Resolution adopted 7-0.

Gowdy moved to adopt Resolution 2015-059 Confirming Appointment of Brian DeMoss as City Treasurer, effective April 30, 2015, second by Martin. Resolution adopted 7-0.

PUBLIC HEARING

Mayor Lowrance opened the public hearing regarding the proposed plans and specifications for the Columbus Drive and Crestview Project 76015002. There were no public comments and no written comments received by the clerk. Mayor Lowrance declared the public hearing closed.

Gowdy moved to adopt Resolution 2015-060 Resolution Approving Plans and Specifications for the Columbus Drive and Crestview Project 76015002, second by Greer. Resolution adopted 7-0.

PUBLIC HEARING

Mayor Lowrance opened the public hearing regarding the state and federal transit funding application. There were no public comments and written comments received by the clerk. Mayor Lowrance declared the public hearing closed.

Greer moved to adopt Resolution 2015-061 Approving State and Federal Funding Application second by Wirin. Resolution adopted 7-0.

PUBLIC HEARING

Schubert moved to adopt the second reading of Ordinance #14940 Approving rezoning of Parcels 07-25-328-003, 07-25-3328-004, 07-25-328-014, 07-25-328-017, and 07-25-328-018 to M2 Heavy Industry from R3 Medium Density Residential, JBS request, properties located east of 10th Avenue between Lee Street and Swayze Street, second by Lamer. Second reading adopted 7-0.

Hoop moved to adopt the second reading of Ordinance #14941 Approving changes to the Marshalltown Zoning Ordinance of 2010, Regarding Chapter 4, Districts and General Regulations, regarding fence height for commercial property east of 18th Avenue, second by Gowdy. Second reading adopted 6-1 with Lamer opposed.

FUTURE AGENDA ITEMS DISCUSSION:

The council discussed the following items to be addressed at a future meeting: Public artwork acceptance – 13th Street, "Echo"; Acceptance of Fire Grant SCBA replacement, FEMA, $160,450; Authorize Police Reserves; Kibbey Building Façade and Code Upgrade Grant application; 2015 Columbus Dr & Crestview – Accept Bid, bids due April 30; 2015 Microsurfacing – Plans & Specifications, 76015003; 2015 Oil Mix Streets Overlay – Plans & Specifications, 76015005; 2015 Mill & Overlay – Order Construction, 76015004; 2014 Sanitary Sewer Rehabilitation – Approve Contract and Bond, 59014007, Hydro-Klean, LLC, $1,860,917.80; Airport Hangar Floor Replacement – Approve Contract & Bond, 77013010, Gruss Construction, LLC, $77,468.50; Engineering Services Amendment 1, Fox Engineering, Performance Edge project 52012012, $20,000; Engineering Services Amendment 1, Fox Engineering, UltraViolet Disinfection project 52011024, $15,000.

CLOSED SESSION:

At 7:08 p.m., Lamer moved to enter into closed session pursuant to Section 21.5 subsection (1) paragraph (j) OF THE CODE OF IOWA to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property, second by Greer. Motion carried 7-0.

At 7:24, Lamer moved to enter into open session, second by Greer. Motion carried 7-0. Roll call, all present. Lamer moved to authorize city staff to proceed with acquisition as discussed in closed session, second by Greer. Motion carried 7-0.

ADJOURNMENT

With no further action, the meeting adjourned at 7:25 PM.

Respectfully submitted,

_____
Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

_____
James L. Lowrance, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

RSW

the City of Marshalltown

COUNCIL AGENDA

CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET

April 27, 2015, at 5:30 PM

NOTICE TO PUBLIC: The Mayor and City Council welcome comment from the public during discussion. You are required to step to the microphone, state your name and address for the record and to limit the time used to present your remarks in order that others may be given the opportunity to speak.

CALL TO ORDER: Mayor James L. Lowrance
PLEDGE OF ALLEGIANCE:
ROLL CALL: Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin.
MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS:

Employee Years of Service: Michael Wilson – 5 Years

APPROVAL OF AGENDA:
CONSENT AGENDA: All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time Council votes on the motion.

1. Approve Council meeting Minutes of April 13, 2015 and Special Council Minutes of April 13, 2015.
2. Approve Bill List in the amount of $1,344,006.36.
3. Receipt of Building Report for March 2015.
4. Approve February Financials
5. Resolution 2015-046 Approving Animal Rescue League Agreement, 2015-2016 in the amount of $48,000 and option to extend for 2016-2017 in the amount of $50,000
6. Resolution 2015-047 Ordering Construction of the 2015 Microsurfacing Project 76015003
7. Resolution 2015-048 Ordering Construction of the Oil Mix Streets Overlay Project 76015005
8. Resolution 2015-049 Accepting Bid and Authorizing the Award of Contract for Airport Hangar Floor Replacement Project 77013010, Gruss Construction, LLC, $77,468.50.
9. Resolution 2015-050 Approving Airport State Funding Application, $80,325.00, Hangar Floor Replacement Phase II Project 77013010A
10. Resolution 2015-051 Approving Change Order #3, WPCP Performance Edge Project 52012012, Oakview Dck, decrease of $36,832.82.
11. Resolution 2015-052 Approving Certificate of Completion, WPCP Performance Edge Project 52012012, Oakview Dck, Final cost of $1,436,480.18.
12. Resolution 2015-053 Approving Change Order #3, WPCP Ultraviolet Improvement Project 52011024, Oakview Dck, decrease of $18,379.00.
13. Resolution 2015-054 Approving Certificate of Completion, WPCP Ultraviolet Improvement Project 52011024, Oakview Dck, Final cost of $716,781.00.
14. New Cigarette Licenses: Hometown Cash Advance, 2007 S Center Street, East Side Liquor & Groceries, 1116 E Nevada Street.

Visit www.ci.marshalltown.ia.us

Please refer to the previous Committee of Whole packet for attachments not included with this agenda packet. Complete agenda packets are available for inspection for the public at the City Clerk's Office, the Marshalltown Public Library and the city's website.

Marshalltown All-America City 2012

15. Approve Liquor Licenses: (Pending fire inspection passage)

NEW: East Side Liquor & Groceries, 1116 E Nevada Street, Class E Liquor; Hall of Fame Concessions, Softball area, S 6th Street. Class B Beer; 2 Corner Tap, 35 N Center St, Class C Liquor.
Expanded outdoor service area, TC's, N 3rd Avenue, for events. (Dates coming)
Updated outdoor premise: Calvin Rocket, 2013 S Center St; Expanded outdoor service area for bike nights at Calvin Rocket, May 28, June 25, July 30, August 27.

(end of consent agenda items

REPORTS:

16. Kenn Vinson – Alliant update
17. David Vollmer – Alliant Community Annual Partnership Assessment
18. Bob Ranson, Household Hazardous Waste Collection, May 16, 8 am to noon at Water Pollution Control Plant.
19. Justin Nickel, Angled parking in downtown.

MOTIONS:

20. Approve Transfer Liquor License, Los Compadres 2 LLC, for event at the Veterans Memorial Coliseum, May 9, 2015.
21. Set Budget Amendment for Fiscal Year ending June 30, 2015.

RESOLUTIONS:

22. Resolution 2015-055 For Future Trail Crossing, relating to the former Iowa River Railroad right of way in Marshall county, development of the former rail corridor for a multi-use recreational trail.
23. Resolution 2015-056 Rejecting Bids, WPCP Concrete Repair Phase II
24. Resolution 2015-057 Approving Payroll Services Agreement with ADP, five years, through May 2020.
25. Resolution 2015-058 Approving Resignation and Settlement Agreement
26. Resolution 2015-059 Confirming Appointment of Brian DeMoss as City Treasurer, effective April 30, 2015.

PUBLIC HEARING

27. Resolution 2015-060 Approving Plans and Specifications for Columbus Drive and Crestview Project 76015002

PUBLIC HEARING

28. Resolution 2015-061 Approving Transit State and Federal Funding Application
29. Resolution 2015-062 Approving the Title VI Program for Marshalltown Municipal Transit.

ORDINANCES:

30. Second reading of Ordinance #14940 Approving rezoning of Parcels 07-25-328-003, 07-25-3328-004, 07-25-328-014, 07-25-328-017, and 07-25-328-018 to M2 Heavy Industry from R3 Medium Density Residential, JBS request, properties located east of 10th Avenue between Lee Street and Swayze Street.
31. Second reading of Ordinance #14941 Approving changes to the Marshalltown Zoning Ordinance of 2010, Regarding Chapter 4, Districts and General Regulations, regarding fence height for commercial property east of 18th Avenue.

DISCUSSION: Next agenda in process

1. Public artwork acceptance – 13th Street, "Echo"
2. Acceptance of Fire Grant SCBA replacement, FEMA, $160,450
3. Authorize Police Reserves
4. Kibbey Building Façade and Code Upgrade Grant application
5. 2015 Columbus Dr & Crestview – Accept Bid, bids due April 30
6. 2015 Microsurfacing – Plans & Specifications, 76015003
7. 2015 Oil Mix Streets Overlay – Plans & Specifications, 76015005.
8. 2015 Mill & Overlay – Order Construction, 76015004.
9. 2014 Sanitary Sewer Rehabilitation – Approve Contract and Bond, 59014007, Hydro-Klean, LLC, $1,860,917.80.
10. Airport Hangar Floor Replacement – Approve Contract & Bond, 77013010, Gruss Construction, LLC, $77,468.50.
11. Engineering Services Amendment 1, Fox Engineering, Performance Edge project 52012012, $20,000
12. Engineering Services Amendment 1, Fox Engineering, UltraViolet Disinfection project 52011024, $15,000.

PUBLIC COMMENTS:

CLOSED SESSION:

Closed session pursuant to Section 21.5 subsection (1) paragraph (j) OF THE CODE OF IOWA to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property.

OPEN SESSION: (If appropriate and recommended by legal counsel.)

Council to adopt recommendations of legal counsel proposed in closed session.

ADJOURNMENT:

COUNCIL PROCEEDINGS
April 13, 2015

The Marshalltown City Council met in regular session on April 13, 2015, at 5:30 PM, in the Council Chambers at City Hall. Mayor Lowrance called the meeting to order and led the Pledge of Allegiance. Present: Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin. Martin and Greer fully participated via speakerphone. Schubert moved to approve the agenda, second by Wirin. Motion approved 7-0.

CONSENT AGENDA:
Wirin moved to approve the Consent Agenda, Approve Council meeting Minutes of March 23, 2015; Approve Bill List in the amount of $1,799,717.21, and revise the March 23, 2015 bill list from $1,155,367.48 to $1,155,467.48; Receipt of Building Report for February 2015; Approve January Financials; Resolution 2015-041 Accepting bid and Authorizing the Award of Contract for 2014 Sanitary Sewer Rehabilitation Project (59014007) with Hydro-Klean, LLC, in the amount of $1,860,917.80; Resolution 2015-042 Ordering Construction of the 2015 Columbus Drive and Crestview Drive Repair Project (76015002); Resolution 2015-043 Approving Memorandum of understanding between City of Marshalltown and the Iowa State Fire Marshall's Office; Approve Liquor Licenses: (Pending fire inspection passage) RENEWALS: American Legion, Elmwood Country Club, Big Kmart; NEW: Tortilleria y Acarratos La Vecindac, Josephina Ortiz; Marshalltown Best Western, BW Marshalltown Ventures LLC, Chia (Stan) Chu; Golden Land Asian Grocery Store; second by Lamer. Consent agenda adopted 7-0.

REPORTS:
MEDIC Director Deimerly reviewed the request by Theisen's Home Farm Auto for Tax Increment Financing Rebate, being 50% over six years, for an expansion to double retail area and increase outside sales area, estimating a $1.6M building investment. The council will consider documents at the next meeting.

The council discussed angled parking in downtown. City Engineer expressed concern over the limited travel space due to the narrower road width as compared to Grinnell. Councilor Greer asked for staff to review changing Church and Linn Streets to two way traffic.

RESOLUTIONS:
PUBLIC HEARING
Mayor Lowrance opened the public hearing regarding the proposed plans and specifications for the Airport Hanger Floor Replacement Project (77013010) . There were no public comments and no written comments received by the clerk. Mayor Lowrance declared the public hearing closed.

Lamer moved to adopt Resolution 2015-044 Resolution Approving Plans and Specifications for the Airport Hanger Floor Replacement Project (77013010), second by Wirin. Resolution adopted 7-0.

PUBLIC HEARING
Mayor Lowrance opened the public hearing regarding the proposed plans and specifications for the Water Pollution Control Plant Concrete Repair Phase II Project (52013017). There were no public comments and written comments received by the clerk. Mayor Lowrance declared the public hearing closed.

Schubert moved to adopt Resolution 2015-045 Approving Plans and Specifications for the Water Pollution Control Plant Concrete Repair Phase II Project (52013017 second by Wirin. Resolution adopted 7-0.

PUBLIC HEARING
Hoop moved to adopt the first reading of Ordinance #14940 Approving rezoning of Parcels 07-25-328-003, 07-25-3328-004, 07-25-328-014, 07-25-328-017, and 07-25-328-018 to M2 Heavy Industry from R3 Medium Density Residential, JBS request, properties located east of 10th Avenue between Lee Street and Swayze Street, second by Lamer. First reading adopted 7-0.

Schubert moved to adopt the first reading of Ordinance #14941 Approving changes to the Marshalltown Zoning Ordinance of 2010, Regarding Chapter 4, Districts and General Regulations, regarding fence height for commercial property east of 18th Avenue, second by Hoop. First reading adopted 6-1 with Lamer opposed.

FUTURE AGENDA ITEMS DISCUSSION:

The council discussed the following items to be addressed at a future meeting: 12th Avenue sidewalk, from Anson Street to Olive Street; February financial report; Agreement with Animal Rescue League for services; Trail crossing easements; 2014 Sanitary Sewer – Award Contract; Columbus & Crestview – Plans & Specifications; 2015 MicroSeal – Order Construction; 2015 Oil Mix Streets Overlay 76015005– Order Construction; Airport Hangar Floor – Accept Bid; Airport Hangar – State Funding application; WPCP Concrete Repair Phase II – Accept Bid; WPCP Performance Edge – Change Order #3, Accept Project; WPCP Ultraviolet Improvement – Change Order #3, Accept Project; New Cigarette License: Hometown Cash Advance, 2007 S Center Street; Liquor Licenses: New: East Side Liquor & Groceries, 1116 E Nevada Street, Class E Liquor, and Cigarette Permit; New: Hall of Fame Concessions, Softball area, S 6th Street. Class B Beer; New: 2 Corner Tap, 35 N Center St, Class C Liquor; Expanded outdoor service area, TC's, N 3rd Avenue, for events. (Dates coming); Updated outdoor premise: Calvin Rocket, 2013 S Center St.; Expanded outdoor service area for bike nights at Calvin Rocket, May 28, June 25, July 30, August 27.

ADJOURNMENT

With no further action, the meeting adjourned at 7:11 PM.

Respectfully submitted,

_____
Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

_____
James L. Lowrance, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

Council Proceedings
Special Council Meeting
April 13, 2015

A Special meeting of the Marshalltown City Council was convened on April 13, 2015, at 4:00 PM, in the Basement Conference room at 36 N Center Street, according to posted notices. Mayor Lowrance called the meeting to order. ROLL CALL: Present – Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin. Present by speakerphone and fully participating: Martin and Greer.

Gowdy moved to enter into Closed session pursuant to Section 21.5 subsection (1) paragraph (j) OF THE CODE OF IOWA to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property,

and

Closed session pursuant to Section 21.5, subsection 1, paragraph c, of the Code of Iowa, to discuss strategy with counsel in matters where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the city in that litigation.

and

Closed session pursuant to Section 21.5, Subsection (1) Paragraph (i) OF THE CODE OF IOWA to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session, second by Wirin. Motion carried 7-0.

At 4:38 PM, Schubert moved to enter into open session, second by Wirin. Motion carried 7-0.

With no additional action the meeting adjourned.

Respectfully submitted,

_____
Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

_____
James L. Lowrance, Mayor

ATTEST:

_____
Shari L. Coughenour, City Clerk

BUILDING REPORT FOR THE MONTH OF MARCH 2015

the City of Marshalltown

PERMIT NUMBER	OWNER OF IMPROVEMENT	LOCATION OF IMPROVEMENT	TYPE OF IMPROVEMENT	NEW DWELLING	ALTER DWELLING	MINOR BUILDING	MISC. IMPROVEMENT	FEE
24001	Mario Corona	505 South 6th Street	Demolish Garage					$25
24002	MCSD	315 Columbus Drive	Alter Building				$84,000	$882
24003	Mario Corona	505 South 6th Street	Alter Dwelling		$18,000			$293
24004	Miichael Lovelace	8 North 12th Avenue	Alter Dwelling		$7,000			$139
24005	Frank Drey	9 South 29th Street	New Dwelling/Garage	$306,000				$2,230
24006	Dean Splittgerber	407 W. Merle Hibbs Bld	Alter Dwelling		$40,000			$542
24007	Prairie Home Properties LLC	1003 South 12th Street	New Building				$150,000	$1,294
24008	LaFrantz-LLC	10 LaFrentz Ln. #200	Alter Building				$90,000	$924
24009	Schostak Brothers & Co. Inc.	50 LaFrentz Lane"E"	Alter Building				$39,000	$532
24010	MCSD	1016 South 3rd Avenue	Alter Building				$198,000	$1,582
24011	Roger Hatch	230 South 3rd Avenue	Alter Building				$9,000	$167
			TOTALS:	**$306,000**	**$65,000**	**$0**	**$570,000**	**$8,610**

TOTAL IMPROVEMENT AMOUNT: **$941,000**

Scott A. Riemenschneider

Scott A. Riemenschneider, Chief Building Official

	Units	Permits	Permits	Permits	Permits	Demo Permits
# OF PERMITS:	**1**	**1**	**3**	**0**	**6**	**1**

the City of Marshalltown

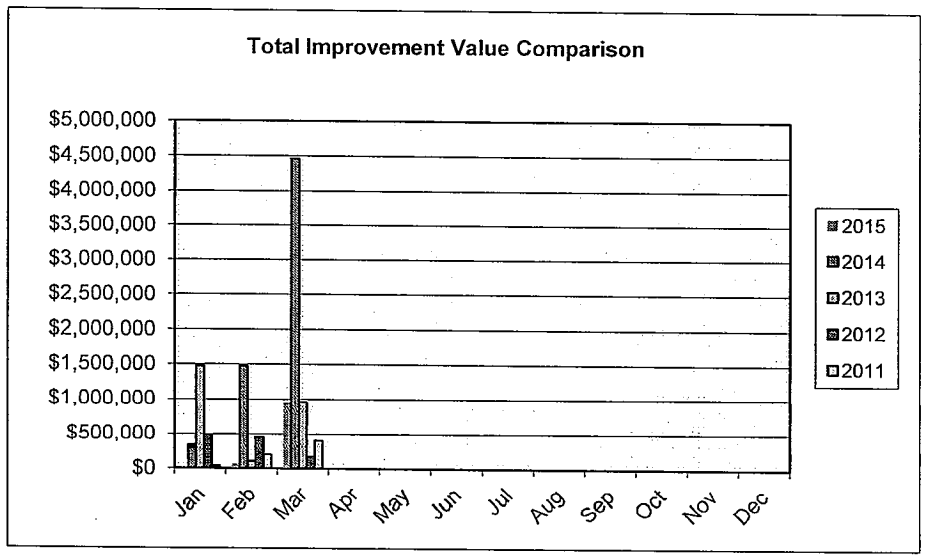
Building Division Improvement Value & Fee Summary - March 2015

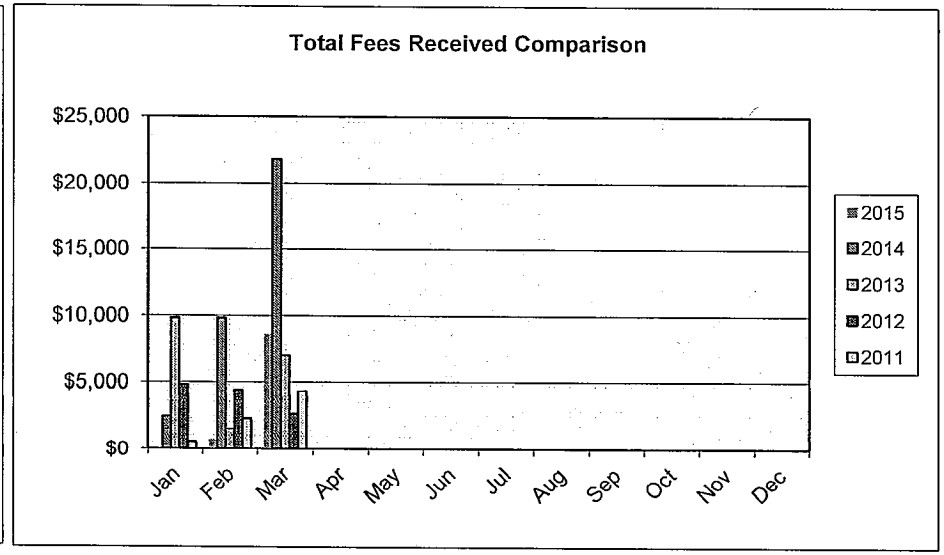
Total Improvement Value Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2015	$0	$57,000	$941,000										$998,000
2014	$311,000	$1,470,000	$4,457,000										$6,238,000
2013	$1,470,000	$101,000	$953,000										$2,524,000
2012	$489,000	$449,000	$178,000										$1,116,000
2011	$30,000	$211,000	$382,000										$623,000

Total Fees Received Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2015	$0	$762	$8,610										$9,372
2014	$2,414	$9,824	$21,811										$34,049
2013	$9,824	$1,416	$7,030										$18,270
2012	$4,789	$4,470	$2,640										$11,899
2011	$593	$2,266	$4,377										$7,236





RBW

RESOLUTION APPROVING CONTRACT FOR SERVICES BETWEEN THE ANIMAL RESCUE LEAGUE OF MARSHALLTOWN, IOWA AND THE CITY OF MARSHALLTOWN FOR FY 2015-2016, FOR $48,000, WITH OPTION TO EXTEND FOR 2016-2017 FOR $50,000

WHEREAS the City of Marshalltown has entered into an Agreement with the Animal Rescue League of Marshalltown for animal control services provided to the City; and

WHEREAS said attached Agreement should be approved and ratified by the Council of the City of Marshalltown, Iowa.

THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, AS FOLLOWS:

Section 1. The attached Agreement between the Animal Rescue League of Marshalltown and the City of Marshalltown, Iowa is hereby approved and is effective from July 1, 2015 through June 30, 2016.

Section 2. The City Administrator is hereby authorized and directed to execute said Agreement on behalf of the City of Marshalltown.

Passed this __ day of April, 2015, and signed this ____ day of April, 2015.

CITY OF MARSHALLTOWN, IOWA

_____

James L. Lowrance, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

AGREEMENT FOR CONTRACTED SERVICES

This agreement is entered into between the City of Marshalltown, Iowa, and the Animal Rescue League of Marshalltown, in connection with the provision of services by the Animal Rescue League of Marshalltown to the City of Marshalltown, Iowa, for the fiscal year 2015-2016.

In providing services to the City of Marshalltown, Iowa, the Animal Rescue League and its employees shall be governed by the mission statement of the Animal Rescue League of Marshalltown, which is directed toward the humane treatment of animals and prevention of cruelty to animals.

I. Services Provided.

1. Housing of Animals. The Animal Rescue League of Marshalltown agrees to house any stray, domesticated cats and dogs that are brought to the Animal Rescue League shelter from within the Marshalltown city limits. Cats will be held a minimum of three (3) days and dogs will be held seven (7) days in accordance with the provisions of Chapter 351 of the Code of Iowa.

2. Day Services. During normal business hours, Monday-Friday, 9:00 a.m. to 5:00 p.m. the Animal Rescue League of Marshalltown shall provide the following services to the City of Marshalltown, Iowa:
   A. Complaint Investigation. Upon receipt of a case of substandard care or nuisance, the Marshalltown Police Department will be notified of the compliant by the Animal Rescue League of Marshalltown. A police officer will be dispatched to perform an initial investigation and upon confirmation of a valid animal welfare concern, the Marshalltown Police Department will notify the Animal Rescue League of Marshalltown if further assistance is needed. It is understood and agreed by the parties that the Animal Rescue League does not have a veterinarian on staff and will not incur charges for veterinary care and/or consultation. The parties are aware that proof of animal abuse and/or neglect can be difficult without a veterinary consultation and it is recommended that the City of Marshalltown will enter into an agreement with a veterinary clinic to provide these services as needed.
   B. Bite Case Containments or other City Required Containments. The Animal Rescue League will agree to provide confinement services as required by the Code of Iowa or Marshalltown City Ordinance in accordance with the following fee schedule:

(a) Following required confinements the City of Marshalltown may elect to have animals euthanized, delivered to a local veterinarian and sent to a laboratory for rabies testing. All veterinarian fees will be billed by the veterinarian to the City and will not be the responsibility of the Animal Rescue League.

(b) The fee for a 10-day bite confinement shall be $150 ($15 a night for boarding prior to euthanasia) and $15 per night in excess of a 10 day period.

(c) Disposal fees after quarantine shall be as follows: Dogs and cats less than 50 pounds - $75, dogs between 51-100 pounds - $100, dogs greater than 100 pounds - $125. It shall be the responsibility of the owner of an animal to pay the fees described above and the Animal Rescue League will attempt to collect the fees with normal collection procedures. In the event the Animal Rescue League is unsuccessful in obtaining payment through normal collection procedures, the confinement charges shall be paid by the City of Marshalltown, Iowa.

C. Animal Control Officer. The Animal Rescue League will have available an Animal Control Officer (ACO) to respond to calls for service related to domestic animal at large or bite investigations during regular business hours. The ACO will assist in the capture of these animals when requested by Marshalltown police.

3. Services Provided After Hours. The Animal Rescue League will provide after hours services as follows: The Animal Rescue League will provide a location for the police department to bring animals into the shelter after normal business hours. The Animal Rescue League will have an Animal Control Officer (ACO) on call outside of normal business hours. The ACO will respond to afterhours calls referred by the police department. It is agreed that for any animal dropped off, a police report must be faxed to the Animal Rescue League prior to the end of the shift of the officer who dropped off the animal. Drop off paperwork must be completed at the drop-off location prior to the leaving the animal.

II. Terms for Payment. The City of Marshalltown, Iowa, will make payments to the Animal Rescue League for the services to be provided herein as follows: The annual fee for services during the 2015-2016 fiscal year will be $48,000, which shall be paid in equal monthly installments over that period of time.

III. Renewals. Parties agree that this agreement may be extended for an addition period from July 2016 through June 2017 at a rate of $50,000. It is agreed by the parties that the

agreement shall automatically renew for successive 12 month periods unless terminated by written notice at least 60 days prior to the termination of the current fiscal period. It is further agreed that the contract price for the provision of services will not increase more than 4% per fiscal year.

IV. Modification. This agreement may be modified in writing if signed by both parties.

V. Cancellation. This agreement may be cancelled by either upon 30 days written notice, subject to the payment of fees which have accrued to that time.

VI. Cooperation. It is agreed that the City of Marshalltown, Iowa, through its Police Department will assist the Animal Rescue League in carrying out its duties by provided a uniformed officer on the scene as necessary.

VII. Services not Covered. It is further agreed that the duties of the Animal Warden as described under the City Code of Marshall, Iowa, shall be carried out by the Marshalltown Police Department. It agreed that the Animal Rescue League will not pick up dead animals within the City of Marshalltown and will not handle wild animals within the city limits of Marshalltown.

City of Marshalltown, Iowa

By_____

Animal Rescue League of Marshalltown

By Heidi Drager

RAW

the City of Marshalltown

James L. Lowrance, Mayor
Randy Wetmore, Administrator
Justin Nickel, Public Works Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5734
Fax - (641) 754-5793

DEPARTMENT OF PUBLIC WORKS

April 7, 2015

To: Mayor James L. Lowrance
Members of the City Council

From: Justin Nickel
Director of Public Works

Re: Order Construction – 2015 MicroSeal Project

Policy Issue: City policy requires Governing Body approval of Resolution ordering construction

Recommendation: Staff recommends approving the Resolution ordering construction of the 2015 MicroSeal Project

Background: City Staff has prepared plans for pavement preservation in 2015 by MicroSeal. The project includes installation of MicroSeal asphalt surface course to 3rd/6th Street from W Nevada Street to Iowa Ave. and filling wide cracks with asphalt. The microseal course is 3/8 of an inch thick.

Budget Impact: This project will be funded with bond sale proceeds.

Attachment: None

cc: Randy Wetmore, City Administrator

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Bill Martin, Robert Schubert, Bethany Wirin

Marshalltown
All-America City
2012

RESOLUTION ORDERING CONSTRUCTION OF THE 2015 MICRO-SURFACING PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS, BEING PROJECT NUMBER 76015003

WHEREAS there is now on file in the office of the City Clerk proposed plans, specifications, form of contract and estimated costs for the construction of the 2015 Micro-Surfacing, Project No.76015003, in the City of Marshalltown, Iowa, as is fully set forth in the plans and specifications for Project No. 76015003, and

WHEREAS the cost of the said improvement is in excess of $25,000 and a public hearing on the plans, specifications, form of contract and the estimated cost of said improvement is required by law and that notice thereof shall be given as required by law, and

WHEREAS it is intended that the cost of said improvement shall be paid from such funds as the City may legally use for such purposes or from the proceeds from the issuance of such bonds as may be legally issued for said purposes or any combination of the above methods of financing.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. This Council does hereby order the construction of the 2015 Micro-surfacing Project in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications for Project No. 76015003 now on file in the office of the City Clerk of Marshalltown, Iowa.

Section 2. That the method of construction shall be by contract in accordance with the plans and specifications and general stipulations for the said improvement approved by the City Council.

Section 3. The Contractor will be paid in monthly estimates for work completed as set out in the specifications. The project shall begin on or near the appropriate starting date as specified on the form of proposal and shall be completed within the specified number of calendar days also indicated thereon.

Section 4. That the said improvements shall be paid for from such funds of the City as may be legally used for such purposes, or from the proceeds of the issuance of such bonds as may be legally issued for such purposes or from any combination of such methods of financing and will be paid in accordance with the Notice to Bidders duly published in connection therewith. The Finance Director shall establish on the books a 2015 Micro-Surfacing Project fund and the bond proceeds or such funds of the City as may be legally used for such purposes are hereby appropriated to pay all costs of the improvements including legal publication, bond, design, engineering, survey and inspection, contract and contingency cost as estimated by the Engineer. The Finance Director is directed to advance all sums necessary from the project fund, and to set up on the books the obligations and receivables of the fund.

Section 5. The City Clerk is hereby directed to publish notice of hearing on plans, specifications, and form of contract and estimated cost in the manner provided by law for the public improvement outlined herein and that any person interested therein may appear and make objections thereto, if any he has. This Council will meet in the Council Chamber, Second Floor, 10 West State Street at Marshalltown, Iowa, at 5:30 o'clock P.M., local time on the 11th day of May, 2015 , for the purpose of hearing all of said objections so made and for taking final action upon the plans, specifications, and form of contract now on file.

Section 6. The City Clerk is further directed to advertise for bids in the manner provided by law for the construction of said improvements, setting forth in said notice such necessary pertinent information as will advise prospective bidders thereof together with the proposed manner of payment of the work to be constructed and that such bids be filed and received in the office of the City Clerk of Marshalltown, Iowa, up to 10:00 o'clock A.M., local time, on the 14th day of May, 2015. The bids will be opened, read, and tabulated by the City Engineer or his designate at that time and will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, at 5:30 o'clock P.M., local time, on the 26th day of May, 2015, or at such later time and place as may then be fixed for considering such bids as shall be filed in connection with the improvement herein ordered and in compliance with the notice of taking bids therein, hereby ordered to be published.

Passed this 27th day of April, 2015, and signed this _____ day of _____, 2015.

CITY OF MARSHALLTOWN, IOWA

_____

James L. Lowrance, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

TRW

the City of Marshalltown

James L. Lowrance, Mayor
Randy Wetmore, Administrator
Justin Nickel, Public Works Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5734

DEPARTMENT OF PUBLIC WORKS Fax - (641) 754-5793

April 7, 2015

To: Mayor James L. Lowrance
Members of the City Council

From: Justin Nickel
Director of Public Works

Re: Order Construction – Oil Mix Streets Overlay Project No. 76015005

Policy Issue: City policy requires Governing Body approval of Resolution ordering construction.

Recommendation: Staff recommends approving the Resolution ordering construction of the Oil Mix Streets Overlay Project.

Background: The Oil Mix Streets Overlay Project was designed by City engineering staff utilizing recommendations from the private consultant hired to study the area. The bid date was set on this date to allow for construction in the summer of 2015.

Budget Impact: This project will be funded with bond sale proceeds.

Attachment: None

cc: Randy Wetmore, City Administrator

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Bill Martin, Robert Schubert, Bethany Wirin

Marshalltown All-America City 2012

RESOLUTION ORDERING CONSTRUCTION OF THE 2015 OIL MIX STREETS OVERLAY PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS, BEING PROJECT NUMBER 76015005

WHEREAS there is now on file in the office of the City Clerk proposed plans, specifications, form of contract and estimated costs for the construction of the 2015 Oil Mix Streets, Project No.76015005, in the City of Marshalltown, Iowa, as is fully set forth in the plans and specifications for Project No. 76015005, and

WHEREAS the cost of the said improvement is in excess of $25,000 and a public hearing on the plans, specifications, form of contract and the estimated cost of said improvement is required by law and that notice thereof shall be given as required by law, and

WHEREAS it is intended that the cost of said improvement shall be paid from such funds as the City may legally use for such purposes or from the proceeds from the issuance of such bonds as may be legally issued for said purposes or any combination of the above methods of financing.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. This Council does hereby order the construction of the 2015 Oil Mix Steets Overlay Project in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications for Project No. 76015005 now on file in the office of the City Clerk of Marshalltown, Iowa.

Section 2. That the method of construction shall be by contract in accordance with the plans and specifications and general stipulations for the said improvement approved by the City Council.

Section 3. The Contractor will be paid in monthly estimates for work completed as set out in the specifications. The project shall begin on or near the appropriate starting date as specified on the form of proposal and shall be completed within the specified number of calendar days also indicated thereon.

Section 4. That the said improvements shall be paid for from such funds of the City as may be legally used for such purposes, or from the proceeds of the issuance of such bonds as may be legally issued for such purposes or from any combination of such methods of financing and will be paid in accordance with the Notice to Bidders duly published in connection therewith. The Finance Director shall establish on the books a 2015 Oil Mix Streets Overlay Project fund and the bond proceeds or such funds of the City as may be legally used for such purposes are hereby appropriated to pay all costs of the improvements including legal publication, bond, design, engineering, survey and inspection, contract and contingency cost as estimated by the Engineer. The Finance Director is directed to advance all sums necessary from the project fund, and to set up on the books the obligations and receivables of the fund.

Section 5. The City Clerk is hereby directed to publish notice of hearing on plans, specifications, and form of contract and estimated cost in the manner provided by law for the public improvement outlined herein and that any person interested therein may appear and make objections thereto, if any he has. This Council will meet in the Council Chamber, Second Floor, 10 West State Street at Marshalltown, Iowa, at 5:30 o'clock P.M., local time on the 11th day of May 2015 , for the purpose of hearing all of said objections so made and for taking final action upon the plans, specifications, and form of contract now on file.

Section 6. The City Clerk is further directed to advertise for bids in the manner provided by law for the construction of said improvements, setting forth in said notice such necessary pertinent information as will advise prospective bidders thereof together with the proposed manner of payment of the work to be constructed and that such bids be filed and received in the office of the City Clerk of Marshalltown, Iowa, up to 10:00 o'clock A.M., local time, on the 19th day of May, 2015. The bids will be opened, read, and tabulated by the City Engineer or his designate at that time and will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, at 5:30 o'clock P.M., local time, on the 26th day of May, 2015, or at such later time and place as may then be fixed for considering such bids as shall be filed in connection with the improvement herein ordered and in compliance with the notice of taking bids therein, hereby ordered to be published.

Passed this 11th day of May 2015, and signed this _____ day of May 2015.

CITY OF MARSHALLTOWN, IOWA

_____

James L. Lowrance, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

RAW

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT FOR AIRPORT HANGER FLOOR REPLACEMENT PROJECT IN THE CITY OF MARSHALLTOWN, IOWA BEING PROJECT NO. 77013010 IN THE AMOUNT OF $77,468.50

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the Airport Hanger Floor Replacement Project, being Project No.77013010, in the City of Marshalltown, as described in the plans and specifications therefore, and

WHEREAS, there has been filed with the City Clerk in response to the published notice to the bidders referred to above, certain proposals for the construction of the above designated improvement with the required certified checks or bid bond accompanying each proposal from the following bidders, to-wit:

Name and Address of Bidders	Amount of Bid
GRUSS CONSTRUCTION LLC CUMMING, IA	$77,468.50
CON-STRUCT, INC. MARSHALLTOWN, IA	$85,425.00
JENSEN BUILDERS LIMITED DES MOINES, IA	$86,740.00

After consideration of all bids filed, there was determined by the Council that the bid of Airport Hanger Floor Replacement is the best and lowest responsible bid for the public improvement as is herein outlined.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. That the bid of Gruss Construction LLC, and the same is hereby accepted for the construction of the improvement as described in the plans and specifications therefore, as previously ordered by the Council, and that the contract for the construction of same is now awarded to said contractor in the total amount Seventy seven thousand four hundred sixty eight and .50/100========($77,468.50) Dollars.

Section 2. The Mayor and Clerk of the City of Marshalltown, Iowa are hereby authorized and directed to execute the contract with the contractor for the public improvement as is herein referred to, and that upon the contractor filing the required bond that the said bond and contract be then submitted to this Council for final approval as provided by law.

Section 3. The final settlement upon the contract, as referred to herein with said contractor, shall be upon the basis of the unit prices as are set forth in the bid of said contractor

and for the actual quantities for each item of materials furnished or work performed in the construction of this public improvement. The said contract is subject to all of the conditions as are contained in the resolution ordering construction of this improvement, the notice to bidders as published, the terms of the bidders written proposal, the plans and specifications as are provided therefore, all of which are made a part of this resolution and the said bidders contract by reference as though the same were set out herein verbatim and in specific detail.

Section 4. This resolution as now adopted shall be in full force and binding effect upon the City of Marshalltown, Iowa, upon the final approval of the completed contract with the successful bidder and the approval of the contractor's surety bond by resolution of this Council.

Passed this 27th day of April 2015, and signed this __ day of _____ 2015.

CITY OF MARSHALLTOWN, IOWA

_____

James L. Lowrance, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

T Rec'd

the City of Marshalltown

James L. Lowrance, Mayor
Randy Wetmore, Administrator
Justin Nickel, Public Works Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5734
Fax - (641) 754-5793

DEPARTMENT OF PUBLIC WORKS

April 8, 2015

To: Mayor James L. Lowrance
Members of the City Council

From: Justin Nickel
Director of Public Works

Re: Iowa DOT Airport Funding Assistance Application for Airport Hanger Floor Replacement Phase II (77013010)

Policy Issue: City policy requires approval by resolution to apply for State Funding

Recommendation: Staff recommends approving the resolution authorizing application for assistance funding from the Iowa DOT.

Background: Staff was directed to investigate outside funding sources to complete construction of the Airport Hanger Floor Replacement. This application will be submitted to the Iowa DOT by May 8, 2015 to finish paving the Airport Hanger Floor.

Budget Impact: The City would need to identify $13,675 in local match funds to construct the project. If State funds are awarded, the DOT may pay $80,325 of the project costs.

Attachment: Airport State Funding Application

cc: Randy Wetmore, City Administrator

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Bill Martin, Robert Schubert, Bethany Wirin

Marshalltown All-America City 2012

RESOLUTION TO AUTHORIZE STATE OF IOWA DEPARTMENT OF TRANSPORTATION AIRPORT FUNDING ASSISTANCE APPLICATION FOR THE HANGER FLOOR REPLACEMENT PHASE II PROJECT FOR THE MARSHALLTOWN MUNICIPAL AIRPORT BEING PROJECT NO. 77013010 IN THE AMOUNT OF $80,325.00

WHEREAS, there is herewith submitted to this Council an application for State of Iowa Department of Transportation Grant Assistance for Hanger Floor Replacement for the Marshalltown Municipal Airport, being Project No. 77013010 and

WHEREAS, the Council has examined same and consents to the filing of same.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. That the Mayor is hereby authorized and directed to execute the application for State of Iowa Department of Transportation Grant Assistance for Hanger Floor Replacement for the Marshalltown Municipal Airport and to submit same for and on behalf of the City of Marshalltown, Iowa.

Passed this 27th day of April 2015, and signed this _____day of _____ 2015.

_____
James L. Lowrance, Mayor

ATTEST:

_____
SHARI L. COUGHENOUR, City Clerk

RMW

the City of Marshalltown

James L. Lowrance, Mayor
Randy Wetmore, Administrator
Justin Nickel, Public Works Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5734
Fax - (641) 754-5793

DEPARTMENT OF PUBLIC WORKS

April 7, 2015

To: Mayor James L. Lowrance
Members of the City Council

From: Justin Nickel
Director of Public Works

Re: Change Order #3 and Statement of Completion – Oakview Dck for WPCP Performance Edge Project (52012012)

Policy Issue: City policy requires all change orders to be approved and reported in the same manner as the original contract. Policy also requires approval of Certificate of Completion

Recommendation: Staff recommends approving Change Order #3 which extends the Substantial Completion Date to October 7, 2014 and the Final Completion Date to March 13, 2015. The Change Order also decreases the contract amount by $36,832.82 from $1,473,313.00 to $1,436,480.18. Staff also recommends approving the Statement of Completion.

Background: Change Order #3 adjusts the contract completion dates and the contractor has agreed to allow the City to keep $36,832.82 in lieu of charging liquidated damages.

Budget Impact: No additional costs.

Attachment: Change Order #3 and Statement of Completion

cc: Randy Wetmore, City Administrator

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Bill Martin, Robert Schubert, Bethany Wirin

Marshalltown
All-America City
2012

RESOLUTION APPROVING CONTRACT CHANGE ORDER #3 FOR THE WPCP PERFORMANCE EDGE PROJECT NUMBER 52012012
A DECREASE OF $36,832.82

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Oakview, dck. LLC., of Red Oak, Iowa, for the labor and material for the WPCP Performance Edge Project 52012012; and

WHEREAS a decrease is requested for adjustment of the contract completion dates in the amount of $36,832.82.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section1. That the contract Change Order #3 for WPCP Performance Edge Project 52012012, in the decreased amount of $36,832.82 is hereby accepted and approved.

Passed this 27th day of April 2015, and signed this _____ day of _____, 2015.

CITY OF MARSHALLTOWN, IOWA

_____
James L. Lowrance, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

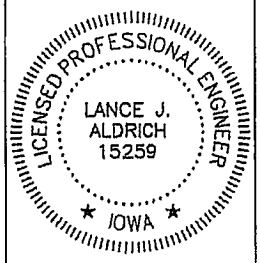
Change Order No. 3

for

WPCP Performance Edge Project

Marshalltown, Iowa

2013



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Lance Aldrich 3/13/15

LANCE J. ALDRICH, P.E. DATE
License number 15259

My license renewal date is December 31, 2015.

Pages or sheets covered by this seal:

All

City Project Number 52012012
FOX Project Number 2407-10B

Change Order
No. 3

Project: **WPCP Performance Edge Project**	Date of Contract: **May 13, 2013**
Owner: **City of Marshalltown**	Owner's Contract No.: **52012012**
Engineer: **FOX Engineering**	Engineer's Project No.: **2407-10B**
Contractor: **Oakview dck**	Date of Issuance: **April 21, 2014**

The Contract Documents are modified as follows upon execution of this Change Order:

DESCRIPTIONS:

Item 1 Extend the Substantial Completion Date to October 7, 2014

Item 2 Extend the Final Completion Date to March 13, 2015.

Item 3 Deduct $36,832.82.

Attachments:

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$1,461,600.00

☒ Increase ☐ Decrease from previously approved Change Orders:

$11,713.00

Contract Price prior to this Change Order:

$1,473,313.00

☐ Increase ☒ Decrease of this Change Order:

$36,832.82

Contract Price incorporating this Change Order:

$1,436,480.18

CHANGE IN CONTRACT TIMES:

Original Contract ☐ Working ☒ Calendar
Substantial completion: January 31, 2014
Ready for final payment: March 31, 2014

☒ Increase ☐ Decrease from previously approved Change Orders:
Substantial completion (days): April 20, 2014
Ready for final payment (days): June 18, 2014

Contract Times prior to this Change Order:
Substantial completion: April 20, 2014
Ready for final payment: June 18, 2014

☒ Increase ☐ Decrease of this Change Order:
Substantial completion (days): Oct 7, 2014
Ready for final payment (days): Mar 13, 2015

Contract Times with all approved Change Orders:
Substantial completion: October 7, 2014
Ready for final payment: March 13, 2015

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: 3/13/15	Date:	Date: 3/13/15

Lump Sum Contract

Contractor's Application for Payment No. 14

Project:	Peformance Edge Project 2013	From (Contractor):	Oakview dck, LLC	Application Date:	10/1/2014
To (Owner):	City of Marshalltown, Iowa	Owner's Project No.:	52012012	Period From:	10/1/2014
Via (Engineer):	FOX Engineering	Engineer's Proj. No.:	2407-10B	Period To:	3/13/2015

Approved Change Order Summary:

No.	Date Approved	Additions	Deductions
1	8/11/2014	$11,713.00	
2	3/13/2015		$36,832.82
3			
4			
5			
6			
7			
	TOTALS	$11,713.00	$36,832.82
	NET CHANGE BY CHANGE ORDERS		-$25,119.82

1.	**ORIGINAL CONTRACT PRICE**	$	**1,461,600.00**
2.	**Net change by Change Orders**	$	**-25,119.82**
3.	**Current Contract Price (Line 1 + 2)**	$	**1,436,480.18**
4.	**TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)**	$	**1,436,480.18**
5.	**RETAINAGE:**		
	a. 5% X _____ **Work Completed**	$	
	b. 5% X _____ **Stored Material**	$	
	c. **Less Total Retainage Released Early**	$	
	d. **Total Retainage (Line 5a + Line 5b - Line 5c)**	$	
6.	**AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)**	$	**1,436,480.18**
7.	**LESS PREVIOUS PAYMENTS (Line 6 from prior Application)**	$	**1,399,647.35**
8.	**AMOUNT DUE THIS APPLICATION**	$	**36,832.83**
9.	**BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)**	$	

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:	3/13/2015

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ _____
(Engineer) (Date)

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
(Owner) (Date)

Endorsed by the Construction Specifications Institute.

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PROJECT: Performance Edge Project "2013"
ADDRESS:
LOCATION: Marshalltown, Iowa

OAKVIEW DCK, LLC
AIA DOCUMENT G703
CONTINUATION SHEET

OC JOB # 71045
APPLICATION # 14
DATE: 03/13/15

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK FROM PREVIOUS APPLICATION (D + E)	COMPLETED THIS PERIOD	MATERIALS STORED	TOTAL AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE (C - G)	RETAINAGE 0%
	Bonds/Insurance	$36,359.00	36,359.00		-	36,359.00	100%		
	General Conditions	$55,032.00	55,032.00			55,032.00	100%		
	Construction Equipment	$47,380.00	47,380.00			47,380.00	100%		
	Demolition	$109,180.00	109,180.00			109,180.00	100%		
	Site Restoration	$2,884.00	2,884.00			2,884.00	100%		
	Concrete/Patching	$16,480.00	16,480.00			16,480.00	100%		
	Metals	$4,120.00	4,120.00			4,120.00	100%		
	Hatches	$10,815.00	10,815.00			10,815.00	100%		
	Painting	$57,680.00	57,680.00			57,680.00	100%		
	Process Piping								
	Labor	$72,100.00	72,100.00			72,100.00	100%		
	Materials	$252,350.00	252,350.00			252,350.00	100%		
	Electrical								
	Lighting	$154,500.00	154,500.00			154,500.00	100%		
	Process Electrical	$127,720.00	127,720.00			127,720.00	100%		
	Controls	$151,410.00	151,410.00			151,410.00	100%		
	Process Equipment								
	Pumps	$87,550.00	87,550.00			87,550.00	100%		
	Blower	$106,090.00	106,090.00			106,090.00	100%		
	Aeration	$169,950.00	169,950.00			169,950.00	100%		
	WCD #1	$11,713.00	11,713.00			11,713.00	100%		
	.		-	-	-				
	CO # 3	($36,832.82)	-	(36,832.82)	-	(36,832.82)	100%		
			-	-	-				
			-	-	-				
			-	-	-				
			-	-	-				
				-	-				
		1,436,480.18	1,473,313.00	(36,832.82)	0.00	1,436,480.18	100%	0.00	0.00

RCBW

RESOLUTION APPROVING CERTIFICATE OF COMPLETION
AND FINAL PROJECT COSTS WITH OAKVIEW, DCK.,
IN THE AMOUNT OF $1,436,480.18 FOR CONSTRUCTION OF THE
WPCP PERFORMANCE EDGE PROJECT IN THE CITY OF
MARSHALLTOWN, IOWA,
BEING PROJECT NO. 52012012

WHEREAS, the City of Marshalltown, Iowa has heretofore entered into a contract for labor and material for the WPCP Performance Edge Project.

WHEREAS, said project has been completed by Oakview, dck., of Red Oak, Iowa, pursuant to the plans and specifications covering said project.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA;

That the labor and material for the WPCP Performance Edge Project, being project number 52012012, is hereby accepted pursuant to the Engineer's Statement of Completion for the final project cost of $1,436,480.18.

BE IT FURTHER RESOLVED that the Mayor and City Clerk is hereby authorized and directed to do all things necessary to complete the contract with Oakview, dck., including the payment of the items called for in said contract and approved for final payment.

Passed this 27th day of April, 2015 and signed this _____day of _____ 2015.

CITY OF MARSHALLTOWN, IOWA

_____
James L. Lowrance, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

Engineer's Statement of Completion

Project: **WPCP Performance Edge Project**	Date of Contract: **May 13, 2013**
Owner: **City of Marshalltown, Iowa**	Owner's Contract No.: **52012012**
Engineer: **FOX Engineering**	Engineer's Project No.: **2407-10B**
Contractor: **Oakview dck**	

I hereby state that the construction of **WPCP Performance Edge Project** project by a Contract dated May 13, 2013 has been satisfactorily completed in general compliance with the terms, conditions, and stipulations of said Contract.

The work was completed on March 13, 2015. The Contract completion date is March 13, 2015.

I further state that the total amount due to the Contractor for the fulfillment of said Contract is **$1,436,480.18.**

The derivation of this total amount is from a bid of $1,461,600.00 and subtracting $25,119.82 via three (3) change orders.

Ninety-five percent (95%) of the total amount due to the Contractor should be paid after the acceptance of the construction by resolution of the City Council (no additional payment due). The remaining five percent (5%) shall then be paid no sooner than thirty (30) days following formal acceptance of the construction by the City Council provided that no unpaid claims exist in connection with this Contract with Pay Application No. 14 for **$36,832.83.** The Contractor will receive interest on any unpaid balance at the maximum legal rate from and after thirty (30) days following acceptance of the project by the City Council.

Signed:

FOX Engineering Associates

By: _____

Iowa Registration No.: 15259

Date: March 13, 2015

FOX PN: 2407-10B

Accepted by:

Owner: _____

Resolution: _____

Date: _____

Signed: _____

Title: _____

Attest: _____

Distribution:
Engineer
Contractor
Owner
IDNR

Rob

the City of Marshalltown

James L. Lowrance, Mayor
Randy Wetmore, Administrator
Justin Nickel, Public Works Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5734
Fax - (641) 754-5793

DEPARTMENT OF PUBLIC WORKS

April 7, 2015

To: Mayor James L. Lowrance
Members of the City Council

From: Justin Nickel
Director of Public Works

Re: Change Order #3 and Statement of Completion – Oakview Dck for WPCP Ultraviolet Disinfection Replacement Project (52011024)

Policy Issue: City policy requires all change orders to be approved and reported in the same manner as the original contract. Policy also requires approval of Statement of Completion.

Recommendation: Staff recommends approving Change Order #3 which extends the Substantial Completion Date to September 5, 2014 and the Final Completion Date to March 13, 2015. The Change Order also decreases the contract amount by $18,379.00 from $735,160.00 to $716,781.00. Staff also recommends approving the Statement of Completion.

Background: Change Order #3 adjusts the contract completion dates and the contractor has agreed to allow the City to keep $18,379.00 in lieu of charging liquidated damages.

Budget Impact: No additional costs.

Attachment: Change Order #3 and Statement of Completion

cc: Randy Wetmore, City Administrator

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Bill Martin, Robert Schubert, Bethany Wirin

Marshalltown
All-America City
2012

RESOLUTION APPROVING CONTRACT CHANGE ORDER #3 FOR THE WPCP ULTRAVIOLET DISINFECTION REPLACEMENT PROJECT NUMBER 52011024 A DECREASE OF $18,379.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Oakview, dck. LLC., of Red Oak, Iowa, for the labor and material for the Ultraviolet Disinfection Replacement Project 52011024; and

WHEREAS a decrease is requested for adjustment of the contract completion dates in the amount of $18,379.00.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section1. That the contract Change Order #3 for Ultraviolet Disinfection Replacement Project 52011024, in the decreased amount of $18,379.00 is hereby accepted and approved.

Passed this 27th day of April, 2015 and signed this _____ day of _____ 2015.

CITY OF MARSHALLTOWN, IOWA

_____

James L. Lowrance, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

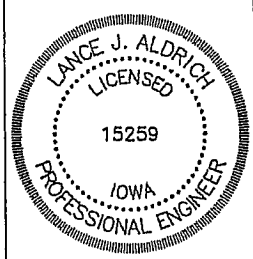
Change Order No. 3

for

WPCP Ultraviolet Disinfection Replacement

Marshalltown, Iowa

2013



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

3/13/15

LANCE J. ALDRICH, P.E. DATE
License number 15259

My license renewal date is December 31, 2015.

Pages or sheets covered by this seal:

All

City Project Number 52011024
FOX Project Number 2407-11C

Change Order
No. 3

Project: **WPCP Ultraviolet Disinfection Replacement**	Date of Contract: **August 26, 2013**
Owner: **City of Marshalltown**	Owner's Contract No.: **52011024**
Engineer: **FOX Engineering**	Engineer's Project No.: **2407-11C**
Contractor: **Oakview dck**	Date of Issuance: **March 13, 2015**

The Contract Documents are modified as follows upon execution of this Change Order:

DESCRIPTIONS:

Item 1 Extend the Substantial Completion Date to September 5, 2014.

Item 2 Extend the Final Completion Date to March 13, 2015

Item 3 Deduct $18,379.00.

Attachments:

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$817,000.00

☐ Increase ☒ Decrease from previously approved Change Orders:

$81,840.00

Contract Price prior to this Change Order:

$735,160.00

☐ Increase ☒ Decrease of this Change Order:

$18,379.00

Contract Price incorporating this Change Order:

$716,781.00

CHANGE IN CONTRACT TIMES:

Original Contract ☐ Working ☒ Calendar
Substantial completion: March 1, 2014
Ready for final payment: April 1, 2014

☐ Increase ☐ Decrease from previously approved Change Orders:
Substantial completion (days): 0
Ready for final payment (days): 0

Contract Times prior to this Change Order:
Substantial completion: March 1, 2014
Ready for final payment: April 1, 2014

☒ Increase ☐ Decrease of this Change Order:
Substantial completion (days): Sept 5, 2014
Ready for final payment (days): Mar 13, 2015

Contract Times with all approved Change Orders:
Substantial completion: September 5, 2014
Ready for final payment: March 13, 2015

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: 3/17/15	Date: _____	Date: 3/13/15

Lump Sum Contract

Contractor's Application for Payment No. 9

Project:	UV Disinfection	From (Contractor):	Oakview dck, LLC	Application Date:	3/13/1948
To (Owner):	City of Marshalltown, Iowa	Owner's Project No.:	52011024	Period From:	9/18/2014
Via (Engineer):	FOX Engineering	Engineer's Proj. No.:	2407-11C	Period To:	3/13/2014

Approved Change Order Summary:

No.	Date Approved	Additions	Deductions
1	9/24/2013		-$76,950.00
2			-$4,890.00
3	3/15/2015		-$18,379.00
4			
5			
6			
7			
	TOTALS		-$100,219.00
	NET CHANGE BY CHANGE ORDERS		-$100,219.00

1.	**ORIGINAL CONTRACT PRICE**	$ 817,000.00
2.	**Net change by Change Orders**	$ -100,219.00
3.	**Current Contract Price (Line 1 + 2)**	$ 716,781.00
4.	**TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)**	$ 716,781.00
5.	**RETAINAGE:**	
	a. 5% X _____ **Work Completed**	$
	b. 5% X _____ **Stored Material**	$
	c. **Less Total Retainage Released Early**	$
	d. **Total Retainage (Line 5a + Line 5b - Line 5c)**	$
6.	**AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)**	$ 716,781.00
7.	**LESS PREVIOUS PAYMENTS (Line 6 from prior Application)**	$ 698,402.00
8.	**AMOUNT DUE THIS APPLICATION**	$ 18,379.00
9.	**BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)**	$

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:	3/13/2015

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ _____
(Engineer) (Date)

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
(Owner) (Date)

Endorsed by the Construction Specifications Institute.

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PROJECT: Ultraviolet Disinfection
ADDRESS:
LOCATION: Marshalltown, Iowa

OAKVIEW CONSTRUCTION, INC.
AIA DOCUMENT G703
CONTINUATION SHEET

OC JOB # 71049
APPLICATION # 9
DATE: 3/13/15

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK FROM PREVIOUS APPLICATION (D + E)	COMPLETED THIS PERIOD	MATERIALS STORED	TOTAL AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE (C - G)	RETAINAGE 0%
	Bonds/Insurance	$13,600.00	13,600.00		-	13,600.00	100%		
	General Conditions	$37,900.00	37,900.00			37,900.00	100%		
	Construction Equipment	$9,000.00	9,000.00			9,000.00	100%		
	Demolition	$42,000.00	42,000.00			42,000.00	100%		
	Concrete/Patching	$35,800.00	35,800.00			35,800.00	100%		
	Metals	$20,000.00	20,000.00			20,000.00	100%		
	FRP	$43,000.00	43,000.00			43,000.00	100%		
	Painting	$4,700.00	4,700.00			4,700.00	100%		
	UV Equipment	$458,000.00	458,000.00			458,000.00	100%		
	Slide Gates	$23,300.00	23,300.00			23,300.00	100%		
	Hoists	$6,700.00	6,700.00			6,700.00	100%		
	S.S. Piping	$28,000.00	28,000.00			28,000.00	100%		
	Electrical	$95,000.00	95,000.00			95,000.00	100%		
	Change Order #1	($76,950.00)	(76,950.00)		-	(76,950.00)	100%		
	Change Order #2	($4,890.00)	(4,890.00)		-	(4,890.00)	100%		
	Change Order # 3	($18,379.00)		(18,379.00)	-	(18,379.00)	100%		
		716,781.00	735,160.00	(18,379.00)	0.00	716,781.00	100%	0.00	0.00

RBW

RESOLUTION APPROVING CERTIFICATE OF COMPLETION
AND FINAL PROJECT COSTS WITH OAKVIEW DCK,
IN THE AMOUNT OF $716,781.00 FOR CONSTRUCTION OF THE
WPCP ULTRAVIOLET DISINFECTION REPLACEMENT PROJECT
IN THE CITY OF MARSHALLTOWN, IOWA,
BEING PROJECT NO. 52011024

WHEREAS, the City of Marshalltown, Iowa has heretofore entered into a contract for labor and material for the WPCP Ultraviolet Disinfection Replacment Project.

WHEREAS, said project has been completed by Oakview, dck., of, Red Oak, Iowa, pursuant to the plans and specifications covering said project.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA;

That the labor and material for the WPCP Ultraviolet Disinfection Replacement Project, being project number 52011024, is hereby accepted pursuant to the Engineer's Statement of Completion for the final project cost of $716,781.00.

BE IT FURTHER RESOLVED that the Mayor and City Clerk is hereby authorized and directed to do all things necessary to complete the contract with Oakview, dck., including the payment of the items called for in said contract and approved for final payment.

Passed this 27th day of April, 2015, and signed this _____day of _____, 2015.

CITY OF MARSHALLTOWN, IOWA

_____
James L. Lowrance, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

Engineer's Statement of Completion

Project: **WPCP Ultraviolet Disinfection Replacement**	Date of Contract: **August 26, 2013**
Owner: **City of Marshalltown, Iowa**	Owner's Contract No.: **52011024**
Engineer: **FOX Engineering**	Engineer's Project No.: **2407-11C**
Contractor: **Oakview dck**	

I hereby state that the construction of **WPCP Ultraviolet Disinfection Replacement** project by a Contract dated August 26, 2013 has been satisfactorily completed in general compliance with the terms, conditions, and stipulations of said Contract.

The work was completed on March 13, 2015. The Contract completion date is March 13, 2015.

I further state that the total amount due to the Contractor for the fulfillment of said Contract is **$716,781.00.**

The derivation of this total amount is from a bid of $817,000.00 and subtracting $100,219 via three (3) change orders.

Ninety-five percent (95%) of the total amount due to the Contractor should be paid after the acceptance of the construction by resolution of the City Council with Pay Application No. 8 for **$11,879.75**. The remaining five percent (5%) shall then be paid no sooner than thirty (30) days following formal acceptance of the construction by the City Council provided that no unpaid claims exist in connection with this Contract with Pay Application No. 9 for **$18,379.00.** The Contractor will receive interest on any unpaid balance at the maximum legal rate from and after thirty (30) days following acceptance of the project by the City Council.

Signed:

FOX Engineering Associates

By: _____

Iowa Registration No.: 15259

Date: March 13, 2015

FOX PN: 2407-10B

Accepted by:

Owner: _____

Resolution: _____

Date: _____

Signed: _____

Title: _____

Attest: _____

Distribution:
Engineer
Contractor
Owner
IDNR

COMMUNITY ANNUAL PARTNERSHIP ASSESSMENT (CAPA)

MARSHALLTOWN, IOWA

January 1, 2014 – December 31, 2014

Economic Development Support (2014) - $5,000.00

- Assist in the economic development efforts in the community through program support of the Marshall Economic Development Impact Committee and through Board participation.
- Support site location and existing industry through support of LOIS database and Synchronist

Community Support (2014) - $6,525.00

- Assisted Marshalltown and the surrounding area through annual support of the Chamber and through contributions to various events and programs through local dollars and the Alliant Energy Foundation

Environmental Partnership Program Support (2014) - $ 0

- Branching Out/Trees Forever and Operation Releaf are opportunities for participation

.

Energy Efficiency Community Participation and Impacts (2014)

Description		CO2 Emissions Metric Tons/Year	Equivalent: Vehicles	Equivalent: Acres of Forest	Equivalent: Barrels of Oil
Number of Rebates	1,062				
Customer Rebate Incentives	$377,299.00				
Annual kWh Impact	1,814,672 kWh	1,251 metric tons	263 vehicles	1,026 acres	2,910 barrels
Annual Therm Impact	62,276 therms	330 metric tons	70 vehicles	271 acres	768 barrels

Community Infrastructure Investment (2014) - $770,797.00

- Electrical Infrastructure Investment - $408,288.00
- Natural Gas Infrastructure Investment - $362,509.00

Marshalltown and Marshall County Property Taxes (2014)

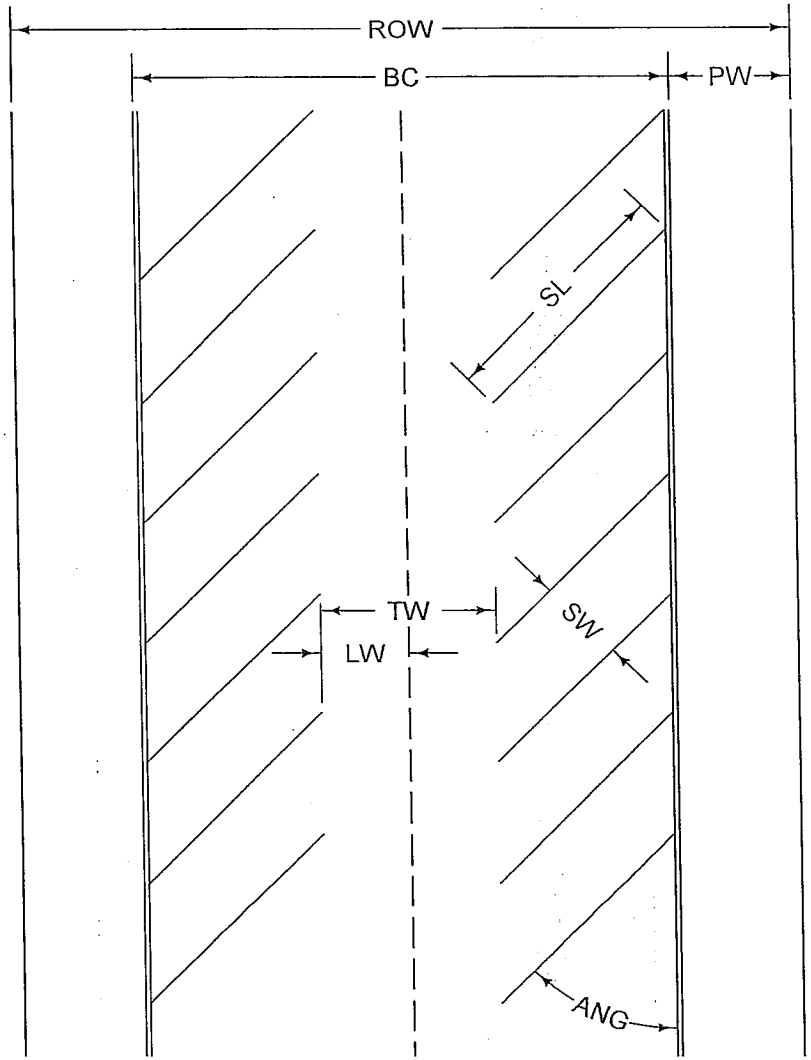
- Marshalltown - $2,423,053.00
- Marshall County - $2,664,534.00

Employment

- The Marshalltown operating facility employs 80 people from the area

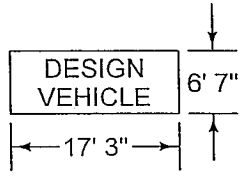
Please visit www.alliantenergy.com/iowacommunities to learn more about Alliant Energy's community programs and services.

ALLIANT ENERGY®



Right of Way						
Right of Way Features	Abbreviation	Marshalltown	Grinnell	Ames	Nevada	N/A
Right of Way (ft)	ROW	80	80	80	90	-
Back of Curb (ft)	BC	49	61	55	59	-
Pedestrian Width (ft)	PW	15.5 / 15.5	9.5 / 9.5	12.5 / 12.5	15.5 / 15.5	-

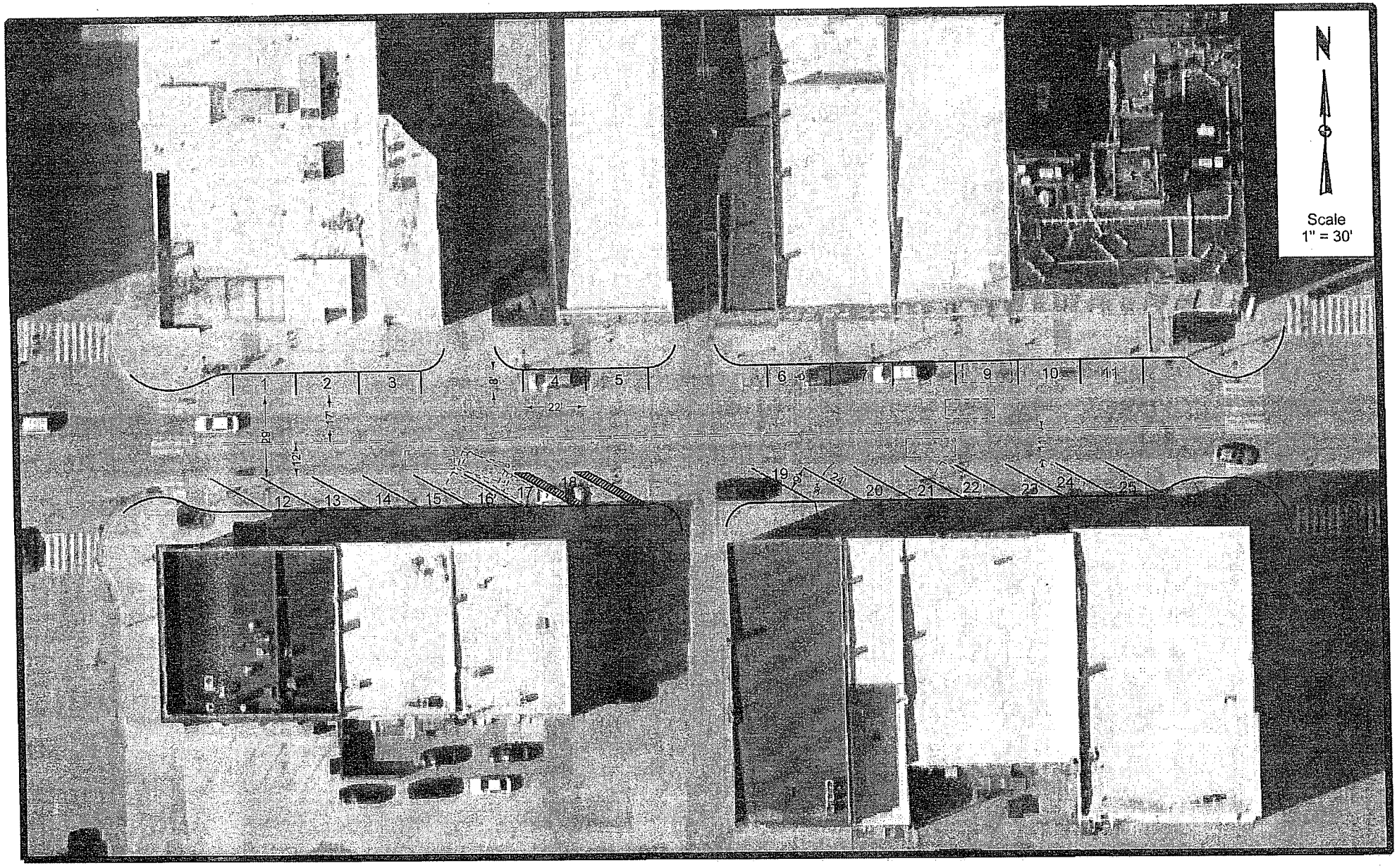
Parking Features						
Parking Features	Abbreviation	Grinnell	Ames	Nevada	Marshalltown *Proposed*	Marshalltown *Proposed*
Stall Angle (deg)	ANG	36	40	39	45	30
Stall Length (ft)	SL	23.5	20	21	18	24
Stall Width (ft)	SW	9	9	8.75	9	9
Travel Width (ft)	TW	26	25	28	22.5	29
Lane Width (ft)	LW	13	12.5	14	11.25	13



the City of Marshalltown
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

ANGLE PARKING

EXHIBIT "A"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Mar-14

Form 653.C1

NOTICE OF PUBLIC HEARING
AMENDMENT OF CURRENT CITY BUDGET

The City Council of Marshalltown in MARSHALL County, Iowa

will meet at City Council Chambers

at 5:30 (hour) on May 11, 2015 (Date)

,for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2015 (year)

by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given. Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	10,397,290		10,397,290
Less: Uncollected Property Taxes-Levy Year	2			0
Net Current Property Taxes	3	10,397,290	0	10,397,290
Delinquent Property Taxes	4			0
TIF Revenues	5	1,246,643		1,246,643
Other City Taxes	6	4,594,795	102,000	4,696,795
Licenses & Permits	7	197,850	105,000	302,850
Use of Money and Property	8	221,861	-53,977	167,884
Intergovernmental	9	10,213,748	-505,265	9,708,483
Charges for Services	10	7,013,791	1,667,002	8,680,793
Special Assessments	11	15,000	-270	14,730
Miscellaneous	12	1,358,436	753,459	2,111,895
Other Financing Sources	13	38,616,939	-13,873,805	24,743,134
Total Revenues and Other Sources	14	73,876,353	-11,805,856	62,070,497
Expenditures & Other Financing Uses				
Public Safety	15	9,222,783	-21,013	9,201,770
Public Works	16	4,237,304	188,052	4,425,356
Health and Social Services	17	1,646,795	282,815	1,929,610
Culture and Recreation	18	2,906,224	-27,674	2,878,550
Community and Economic Development	19	4,339,597	-2,550,670	1,788,927
General Government	20	1,844,492	-372,920	1,471,572
Debt Service	21	3,415,195		3,415,195
Capital Projects	22	19,748,017	-14,509,388	5,238,629
Total Government Activities Expenditures	23	47,360,407	-17,010,798	30,349,609
Business Type / Enterprises	24	14,145,639	-1,769,892	12,375,747
Total Gov Activities & Business Expenditures	25	61,506,046	-18,780,690	42,725,356
Transfers Out	26	15,116,939	-373,540	14,743,399
Total Expenditures/Transfers Out	27	76,622,985	-19,154,230	57,468,755
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	28	-2,746,632	7,348,374	4,601,742
Beginning Fund Balance July 1	29	17,083,906		17,083,906
Ending Fund Balance June 30	30	14,337,274	7,348,374	21,685,648

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

Revenues decreased due to not selling bonds in current fiscal year, charges for services increased due to increased charges for sewer fees. Intergovernmental decreased due to timing of a street. Capital project and Enterprise expenditures decreased due to timing of projects. Community and Economic Development decreased due to timing of grant expenses.

There will be no increase in tax levies to be paid in the current fiscal year named above related to the proposed budget amendment. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget.

Brian DeMoss

City Clerk/ Finance Officer Name

RDW

RESOLUTION FOR FUTURE TRAIL CROSSINGS

WHEREAS the City of Marshalltown and Hardin County, Iowa, have acquired the former Iowa River Railroad right-of-way in Marshall and Hardin County, Iowa, and

WHEREAS the City of Marshalltown in conjunction with Hardin County, Iowa, intends to develop the former rail corridor for a multi-use recreational trail, and

WHEREAS certain farms have access rights over the trail to cultivate or use certain fields that would otherwise be inaccessible, and

WHEREAS the City of Marshalltown and Hardin County have a property right to protect the trail from being harmed by agricultural or other crossing traffic, and

WHEREAS there is currently pending legal action entitled *Sears, et al. v. United States* in the United States Court of Federal Claims, in which a total of 13 landowners (owning agricultural or residential parcels designated as Claims 37, 51, 54, 57, 66, 77, 85, 87, 89, 90, 91, 100, and 101) have been identified as having historical access over the trail, and

WHEREAS these landowners may desire to acquire a perpetual crossing easement over said trail and the City of Marshalltown and Hardin County, Iowa, in order to settle uncertainty as to the cost for such a right have determined that the estimated cost to the public to modify or protect the trail would be $5,000 for each crossing, and

WHEREAS any such easement which may be granted would be located at a single point for which an observed historical crossing already exists.

BE IT THEREFORE RESOLVED that the City of Marshalltown, Iowa, shall if requested sell a perpetual crossing easement over the trail to those farms and landowners indentified in the above described litigation for no more than $5,000.

Dated this _____ day of April, 2015.

_____

Mayor

_____

City Clerk

RAW

the City of Marshalltown

James L. Lowrance, Mayor
Randy Wetmore, Administrator
Justin Nickel, Public Works Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5734
Fax - (641) 754-5793

DEPARTMENT OF PUBLIC WORKS

April 8, 2015

To: Mayor James L. Lowrance
Members of the City Council

From: Justin Nickel
Director of Public Works

Re: Access Easements across the Iowa River Trail

Policy Issue: City policy requires approval by resolution to grant access easements if the landowners seek legal access to their fields.

Recommendation: Staff recommends approving the resolution authorizing offers to landowners seeking legal access to their fields.

Background: 13 farm parcels along the trail will have at least one inaccessible field without a crossing easement across the trail. The Department of Justice has asked Marshalltown to convey our decision to them by April 30, 2015.

Budget Impact: Trails, Marshalltown and Hardin County may receive up to $5,000 per crossing easement for use towards the trail.

Attachment: U.S. Department of Justice Letter

cc: Randy Wetmore, City Administrator

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Bill Martin, Robert Schubert, Bethany Wirin

Marshalltown
All-America City
2012

U.S. Department of Justice

Environment and Natural Resources Division

Natural Resources Section
P.O. Box 7611
Washington, DC 20044

Telephone (202) 305-0437
Facsimile (202) 305-0506

March 27, 2015

Via Regular Mail and Email

Chris Wieting
Co-Chair
Hardin County Trails Commission
1321 Edgington Avenue
Eldora, Iowa 50627

Mr. Terry Briggs
President
TRAILS, Inc.
1402 South 12th Street,
Marshalltown, Iowa 50158

Re: United States' Agreement to Offer Compensation to 13 Landowners For a Crossing Easement Over the Trail in *Sears, et al. v. United States*, No. 12-889L, in the United States Court of Federal Claims

Dear Chris and Terry:

Thank you again for your dedicated efforts in helping the United States resolve the access rights for 13 farm parcels that would have at least one inaccessible field without a crossing right over the trail. In our conference calls, Hardin County, Marshalltown, and the United States agreed to consider a plan to work cooperatively in granting crossing easements to these 13 landowners because their farms have historic crossing rights or uses.

This plan has three parts: (1) the United States agreed to retain an engineering company approved by you, Snyder and Associates, to prepare a report that estimates the construction costs under Iowa Department of Transportation standards of protecting the trail at these 13 crossings from harm caused by agricultural traffic ("Snyder Report"); (2) the U.S. also agreed to provide Hardin County and Marshalltown with its written agreement that it will offer to pay these 13 landowners no less than $5,000 each for crossing easements over the trail, either at the upcoming trial or under a related settlement proposal; and (3) based on both the Snyder Report's estimates of the costs of protecting the trail and the United States' commitment to pay these landowners $5,000 for each crossing easement, Hardin County and Marshalltown would adopt written decisions in approximately 5 weeks to offer individual crossing easements to the same landowners for no more than $5,000. For your review, the Snyder Report is attached.

We believe this plan would be mutually advantageous because it would provide all of us with a legally compelling basis for granting and pricing crossing easements for adjacent landowners with common law access rights, based on Hardin County's and Marshalltown's co-equal property right to protect the trail from any harm occasioned by agricultural crossings. With or without this class action lawsuit, Iowa's common law would require you to grant access over the trail to fields that otherwise would be inaccessible. But, because of this lawsuit, the U.S. can provide you with (1) the Snyder Report's estimates of the cost of protecting the trail from being unduly harmed by crossing traffic, which you could now use as a regulatory basis for granting and pricing access rights to all applicable landowners, regardless of whether they are or are not in this lawsuit and (2) a strong legal basis to sell crossing easements to the 13 landowners for $5,000 each, the same amount for which the United States has agreed to compensate the same landowners for the same easement.

Pricing crossing easements based on the cost of protecting the trail from any harm caused by agricultural crossings would have at least three advantages. First, based on the Snyder Report's cost estimates, selling these easements for $5,000 each to the 13 landowners would allow you to recoup all or almost all of the costs of modifying the trail, without requesting appreciable additional funds and without violating their common law access rights. With this letter, you have the persuasive evidence needed to show your communities that the United States has agreed to pay these landowners at least $5,000 each for a crossing easement, which it will offer during the trial or under a proposed settlement. This fact would provide you with a compelling legal basis to defeat any claim that selling a $5,000 easement would violate the 13 landowners' common law access rights by raising the common law defense of unjust enrichment. Paraphrasing this defense, these landowners may not unjustly enrich themselves by accepting compensation in this case for an easement that they claim was taken from them by the NITU and then declining to pay the same amount for the same easement when you actually offer it to them, assuming that they still seek access over the trail.

Second, pricing a crossing easement based on the costs of protecting the trail from unreasonable harm occasioned by crossing traffic also would be a legally defensible basis for selling crossing easements to all landowners with common law access rights that are not represented in this lawsuit. Although there is an Iowa right of access to parcels that would otherwise be inaccessible, there is arguably no common law right to harm the separate estate that must be crossed to obtain common law access. Here, the counties can show that paying the costs documented in the Snyder Report would not violate common law rights because, by definition, those costs are needed to protect Hardin County's and Marshalltown's estates from being harmed by agricultural crossings.

Finally, agreeing to sell these easements "for no more than $5,000" also would enable you to retain critical regulatory discretion and flexibility to offer alternative access arrangements at lower prices to the landowners not represented in this lawsuit, based on their budgets or simple preferences for access alternatives. For example, you could justify selling a crossing easement at a maximum access price of $5,000 because a legal easement is a perpetual property right and thus would add the most value to a property. Alternatively, you could consider offering less permanent legal access rights, such as 1-2 year access permits renewable upon expiration, for between $250 and $500. This could be presented to your constituents as a fair, equitable arrangement because the cost of the permit would be a fraction of the actual costs incurred by the public to protect the trail. A permit-based system also would allow each landowner to gradually reimburse you for the costs of modifying the trail to protect both it and recreational users from farm or agribusiness traffic.

During our conversations, you asked the federal team to recommend language that you could use in a written decision to offer crossing easements to the 13 landowners. We would present this public decision to Judge Lettow to show that the United States has correctly determined that Hardin County and Marshalltown would grant legal access to these landowners, not deny it. As described in our previous discussions, this decision would be a public policy decision to sell the 13 easements in the future if the landowners want them. Thus, we believe

that the Court would expect it to be made by the particular Hardin County and Marshalltown public officials that are the trail's most immediate overseers. We suggest the following language:

> Recognizing that certain farms have common law or other access rights over the trail to cultivate or use certain fields that otherwise would be inaccessible, and also recognizing Hardin County's/Marshalltown's property right to protect the trail from being harmed by agricultural or other crossing traffic, we agree to sell perpetual crossing easements over the trail for no more than $5,000 to each of the 13 landowners described in Attachment A. This figure is the estimated cost to the public of modifying the trail to protect it from being harmed by agricultural machines or livestock.
> Each easement would be located at a single point on the trail for which an observed historical crossing already exists, subject to the engineering and construction standards summarized in Attachment B or otherwise required by Iowa law.

We also have attached a sample Attachment A (describing each parcel's assessor information) and a proposed Attachment B (the Snyder Report).

Please accept this letter and the attached Snyder Report as the United States' acceptance of the first two parts of the cooperative plan outlined above: if Hardin County and Marshalltown would agree in writing to sell the 13 crossing easements for no more than $5,000 each, the U.S. will stipulate at the upcoming trial (or in a proposed settlement with plaintiffs) that it will pay $5,000 to each of these landowners for the same legal easement. Because we believe it is important to convey your decision to the Court before its deadline for submitting final expert reports, would it be possible for Hardin County and Marshalltown to make this decision by **April 30**, within five weeks?

We appreciate your diligent and responsive work with us to resolve these access issues. I am especially pleased that, in working together, we have developed an access plan that could enable you to (1) defray the costs of protecting the trail by selling crossing easements to certain landowners, without violating their access rights and (2) provide your valued constituents with an alternative basis for obtaining legal access at lower costs.

Cordially,

Gregory D. Page
Trial Attorney

ENGINEERS & PLANNERS
SNYDER & ASSOCIATES, INC.
IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

March 26, 2015

Mr. Gregory Page
United States Department of Justice
Natural Resources Section
P.O. Box 7611
Washington, D.C. 20044

RE: COST OF TRAIL MODIFICATIONS TO ALLOW FIELD ACCESS
SEARS, Et. Al. VS. UNITED STATES NO. 13-404L

Dear Mr. Page,

Per your request, I have reviewed the historical access locations noted in Pat Schulte's report and estimated the cost of establishing a permanent field crossing at each location along the trail. These crossings typically include a slightly wider (15-foot wide rather than a typical 10-foot wide trail) and thicker (8 inches rather than 6 inches) pavement to handle equipment loading; plus other work typical to field crossings for trails. The Iowa DOT has recently updated the standards for the crossings of gravel roads and driveways. This standard includes additional paving for 20 feet in each direction from the trail in an effort to keep loose rocks from tracking onto the trail surface. However, I have discussed this standard with Iowa DOT staff relating to field crossings, which are far less travelled, and they agreed that a shorter crossing (15-foot total rather than 50-foot total) would be acceptable.

Attached for your review and use is a tabulation indentifying the applicable costs at each crossing location.

If you have any questions or need additional information regarding this analysis, please do not hesitate to call.

Respectfully,

SNYDER & ASSOCIATES, INC.

Richard M. Voelker, P.E.
Transportation Group Leader

RMV/kdd

Enclosure

2727 SW Snyder Boulevard | P.O. Box 1159 | Ankeny, IA 50023-0974
p: 515.964.2020 | f: 515.964.7938 | www.snyder-associates.com

Iowa River Trail

Cost Opinion for Accesses

Sears, et al. v. United States

Claim 37 Landherr				
Easement Value	0.055 Acres @	$	10,000 /Acre	$550.00
Std. 6" Trail Pavement	-150 SF @	$	4.00 /SF	-$600.00
8" Crossing Pavement	225 SF @	$	6.50 /SF	$1,462.50
Misc Construction*	1 LS @	$	3160	$3,160.00
Total Estimated Cost				$4,572.50

Claim 51 Cooper				
Easement Value	0.055 Acres @	$	10,000 /Acre	$550.00
Std. 6" Trail Pavement	-150 SF @	$	4.00 /SF	-$600.00
8" Crossing Pavement	225 SF @	$	6.50 /SF	$1,462.50
Misc Construction*	1 LS @	$	3160	$3,160.00
Total Estimated Cost				$4,572.50

Claim 54 Kroener				
Easement Value	0.055 Acres @	$	10,000 /Acre	$550.00
Std. 6" Trail Pavement	-200 SF @	$	4.00 /SF	-$800.00
8" Crossing Pavement	300 SF @	$	6.50 /SF	$1,950.00
Misc Construction*	1 LS @	$	3160	$3,160.00
Total Estimated Cost				$4,860.00

Claim 57 Worsfold				
Easement Value	0.055 Acres @	$	10,000 /Acre	$550.00
Std. 6" Trail Pavement	-280 SF @	$	4.00 /SF	-$1,120.00
8" Crossing Pavement	420 SF @	$	6.50 /SF	$2,730.00
Misc Construction*	1 LS @	$	3160	$3,160.00
Total Estimated Cost				$5,320.00

Claim 66 Dickkut				
Easement Value	0.055 Acres @	$	10,000 /Acre	$550.00
Std. 6" Trail Pavement	-200 SF @	$	4.00 /SF	-$800.00
8" Crossing Pavement	300 SF @	$	6.50 /SF	$1,950.00
Misc Construction*	1 LS @	$	3160	$3,160.00
Total Estimated Cost				$4,860.00

Claim 77 Gould				
Easement Value	0.055 Acres @	$	10,000 /Acre	$550.00
Std. 6" Trail Pavement	-200 SF @	$	4.00 /SF	-$800.00
8" Crossing Pavement	300 SF @	$	6.50 /SF	$1,950.00
Misc Construction*	1 LS @	$	3160	$3,160.00
Total Estimated Cost				$4,860.00

Claim 85 Adams				
Easement Value	0.055 Acres @	$	10,000 /Acre	$550.00
Std. 6" Trail Pavement	-300 SF @	$	4.00 /SF	-$1,200.00
8" Crossing Pavement	450 SF @	$	6.50 /SF	$2,925.00
Misc Construction*	1 LS @	$	3160	$3,160.00
Total Estimated Cost				$5,435.00

Claim 87 Bradley				
Easement Value	0.055 Acres @	$	10,000 /Acre	$550.00
Std. 6" Trail Pavement	-160 SF @	$	4.00 /SF	-$640.00
8" Crossing Pavement	240 SF @	$	6.50 /SF	$1,560.00
Misc Construction*	1 LS @	$	3160	$3,160.00
Total Estimated Cost				$4,630.00

Claim 89 Mosher				
Easement Value	0.055 Acres @	$	10,000 /Acre	$550.00
Std. 6" Trail Pavement	-150 SF @	$	4.00 /SF	-$600.00
8" Crossing Pavement	225 SF @	$	6.50 /SF	$1,462.50
Misc Construction*	1 LS @	$	3160	$3,160.00
Total Estimated Cost				$4,572.50

Claim 90 Hausafus				
Easement Value	0.055 Acres @	$	10,000 /Acre	$550.00
Std. 6" Trail Pavement	-220 SF @	$	4.00 /SF	-$880.00
8" Crossing Pavement	330 SF @	$	6.50 /SF	$2,145.00
Misc Construction*	1 LS @	$	3160	$3,160.00
Total Estimated Cost				$4,975.00

Claim 91 Heene				
Easement Value	0.055 Acres @	$	10,000 /Acre	$550.00
Std. 6" Trail Pavement	-200 SF @	$	4.00 /SF	-$800.00
8" Crossing Pavement	300 SF @	$	6.50 /SF	$1,950.00
Misc Construction*	1 LS @	$	3160	$3,160.00
Total Estimated Cost				$4,860.00

Claim 100 Hill				
Easement Value	0.055 Acres @	$	10,000 /Acre	$550.00
Std. 6" Trail Pavement	-160 SF @	$	4.00 /SF	-$640.00
8" Crossing Pavement	240 SF @	$	6.50 /SF	$1,560.00
Misc Construction*	1 LS @	$	3160	$3,160.00
Total Estimated Cost				$4,630.00

Claim 101 Lepley				
Easement Value	0.055 Acres @	$	10,000 /Acre	$550.00
Std. 6" Trail Pavement	-150 SF @	$	4.00 /SF	-$600.00
8" Crossing Pavement	225 SF @	$	6.50 /SF	$1,462.50
Misc Construction*	1 LS @	$	3160	$3,160.00
Total Estimated Cost				$4,572.50

Total Estimated Cost	$62,720.00
Average per Crossing	$4,824.62

*Misc. Construction

	Cost	Probability	Total
Restoration	$ 800.00	100%	$ 800.00
Driveway rock	$ 800.00	100%	$ 800.00
Culverts repair/replace	$ 5,200.00	30%	$ 1,560.00
	$ 6,800.00		$ 3,160.00

Restoration includes backfill adjacent to pavement, shaping for shoulders, seeding and mulching

Driveway rock is to adjust the access surfacing to match the new pavement

Culvert work may be required for proper drainage and handling of storm runoff

2015-056

RESOLUTION REJECTING ALL BIDS AND AUTHORIZING THE RE-ADVERTISEMENT OF BIDS FOR THE WPCP CONCRETE REPAIR PHASE II IMPROVEMENTS IN THE CITY OF MARSHALLTOWN, IOWA PROJECT NO. 52013017

WHEREAS notice to bidders was duly given as required by law with publication in the Marshalltown Times-Republican for the WPCP Concrete Repair Phase II Improvements, Project No. 52013017, in the City of Marshalltown, as described in the plans and specifications; and

WHEREAS on April 16, 2015, there was filed with the City Clerk in response to the published notice to the bidders referred to above, proposals for the construction of the above designated improvements.

WHEREAS after consideration of all bids filed, it was determined that all bids should be rejected and the project should be re-advertised for new bids.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. That all bids received and opened on April 16, 2015, for the WPCP Concrete Repair Improvement Project No. 52013017 shall be rejected as one was unresponsive because it did not submit all bid documents and three were substantially greater than the engineer's estimate.

Section 2. Staff is hereby authorized to revise bid documents reflecting clarifications in bid documentation requirements. Bid opening shall be May 21, 2015, at 10:00 AM, and the public hearing on the revised plans and specifications shall be held on May 11, 2015, at 5:30 PM.

Passed this 27th day of April 2015, and signed this _____ day of April, 2015.

CITY OF MARSHALLTOWN, IOWA

_____

James L. Lowrance, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

Bond

the City of Marshalltown

FINANCE DEPARTMENT

James L Lowrance, Mayor
Randy A. Wetmore,
City Administrator
Lori Stansberry, Finance Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5799
Fax - (641) 754-5717

To: Honorable Mayor, City Council and City Administrator

From: Brian DeMoss, Accounting Manager

Date: April 27, 2015

Re: Payroll RFQ

The Finance Department requested quotes for payroll services from five vendors. We received two proposals for payroll services. The Finance Department evaluated the proposals based on City payroll requirements and cost savings.

During the evaluation process, ADP established itself as the best option for the City. Two key factors were the ability of ADP to provide all necessary services and reports. We also analyzed the overall cost savings of using ADP payroll services versus completing payroll in house.

The quotes received were based on an average of 200 employees per pay period. The final annual cost will fluctuate based on actual number of employees per pay period.

The Finance Department, recommends ADP be awarded the contract to provide payroll services.

City Council
Leon Lamer, Mike Gowdy, Joel Green, Al Hoop,
Bill Martin, Robert Schubert, Bethany Wirin

Marshalltown
All-America City
2012

#2015-057

RESOLUTION AUTHORIZING AN AGREEMENT WITH ADP
TO PROVIDE PAYROLL SERVICES FOR THE CITY OF MARSHALLTOWN
THROUGH MAY 2020

WHEREAS the City of Marshalltown has solicited quotes for payroll services through May 2020 and an agreement with ADP was approved; and

WHEREAS it is in the best interests of the City to now enter into the attached proposed agreement for services as provided in the attached agreement and the agreement should be approved.

THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, AS FOLLOWS:

Section 1. The attached quote submitted by ADP is hereby approved and accepted by the City of Marshalltown, Iowa.

Section 2. The Mayor and City Clerk are hereby authorized and directed to execute said Payroll services agreement on behalf of the City of Marshalltown, Iowa

Section 3. This Agreement shall be considered in full force and effect from and after its signature by all parties, as required.

Passed this 11th day of May, 2015, and signed this ____day of May, 2015.

CITY OF MARSHALLTOWN, IOWA

James L Lowrance, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

ADP

Year 1		
Annual Cost		10,896.00
Addnl W-2's	200*5.90	1,180.00
One Time Set Up		3,500.00
Total		15,576.00
Year 2		
Annual Cost		10,896.00
Addnl W-2's	200*5.90	1,180.00
Total		12,076.00
Year 3		
Annual Cost		11,007.70
Addnl W-2's	200*5.90	1,180.00
Total		12,187.70
Year4		
Annual Cost		16,591.00
Addnl W-2's	200*5.90	1,180.00
Total		17,771.00
Year 5		
Annual Cost		16,760.00
Addnl W-2's	200*5.90	1,180.00
Total		17,940.00
	Total For Yrs 1-5	75,550.70

Cost Analysis

ESTIMATED Payroll Clerk Salaries		
Payroll Clerk Full Time Salary		
Pay Step 16-A		39,953.68
Payroll Clerk Full Time Salary		
Pay Step 16-B	Estimated	41,751.60
Payroll Clerk Full Time Salary		
Pay Step 16-C	Estimated	43,630.42
Payroll Clerk Full Time Salary		
Pay Step 16-D	Estimated	45,593.79
Payroll Clerk Full Time Salary		
Pay Step 16-E	Estimated	47,645.51
Total 5 Yr Sal		218,574.99
ESTIMATED Partime PR Clerk Wages		
20 Hrs Per Week		17,118.40
20 Hrs Per Week		17,546.36
20 Hrs Per Week		17,985.02
20 Hrs Per Week		18,434.64
20 Hrs Per Week		18,895.51
Total 5 Yr Wages		89,979.93
Total FT PR Clerk		218,574.99
Less ADP		75,550.70
Less PT PR Clerk		89,979.93
TOTAL ESTIMATD SAVINGS		**53,044.35**

ADP, LLC
GUARANTEED
SIXTY MONTH
PRICE AGREEMENT

Client Information:

Client Name: City of Marshalltown — Effective Date: 6/18/2015
Service Center: 0069
Parent Company Code: To be assigned — Customer #: To be assigned — Expiration Date: 6/18/2020
Requested By: Natalie Andrews - Sales
Related Company Codes:

Contact Information:

Contact: Brian Demoss — Phone: 641-754-5760 — Address: 24 North Center Street
City: Marshalltown — State: IA — Zip: 50158

ADP, LLC ("ADP") is pleased to provide *City of Marshalltown* ("Client") with a guaranteed price agreement covering the Client's ADP services for the next *sixty* months, subject to the terms and conditions set forth in this agreement. This agreement encompasses all listed codes and any future codes that may be added under the above listed parent code. In consideration of the mutual agreements set forth below, ADP and Client agree as follows:

1) Price Increase: For the next *sixty* month period commencing with the effective date of **6/18/2015**, ADP will increase prices per the schedule below on Payroll processing services provided to Client ("Services").

Increase Date	Increase %
6/18/2015	No Increase
6/18/2016	No Increase
6/18/2017	1.00
6/18/2018	2.00
6/18/2019	3.00

Items specifically excluded from this agreement are delivery, reverse wire fees, jurisdiction fees, year-end fees and maintenance fees. In the month following the completion of the guaranteed price period, Client's prices will be subject to the same price increases applied to its other clients of similar size and product utilization unless a renewal agreement is signed by both parties.

2) Guaranteed Term: As consideration for the *sixty* month guaranteed price period, Client agrees to purchase the services for a minimum guaranteed term of *sixty* months commencing with the effective date, and thereafter. Client's agreement to purchase the services shall remain in effect until cancelled by Client or ADP with ninety days prior written notice.

3) Early Termination Fee: If Client terminates this agreement to purchase services prior to the end of the minimum guaranteed term of no less than *sixty* months, Client agrees to pay ADP a termination fee of *3 months* of average monthly processing fees for the services (based on an average of the last *3 months* of processing prior to the date of termination). Following the *sixty* month guaranteed price period, standard termination policy applies based on initial terms and conditions signed by Client. If Client fails to pay the early termination fee or other amounts due hereunder, Client shall reimburse ADP for any expenses incurred, including interest and reasonable attorney fees, in collecting amounts due ADP hereunder that are not under good faith dispute by Client. The termination penalty will be waived in the event the company is sold, merged or in the event there is a material breach of ADP's service commitment. In the event of a service breach ADP shall be notified in writing as to the specific service issue and shall be granted sixty days to resolve all issues to the Clients satisfaction.

THE ADP SERVICES COVERED BY THIS AGREEMENT ARE PROVIDED IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT(S) BETWEEN CLIENT AND ADP COVERING THE SPECIFIC SERVICES. THIS AGREEMENT SUPPLEMENTS AND DOES NOT SUPERSEDE ANY OF THOSE TERMS AND CONDITIONS. THIS AGREEMENT IS NOT VALID UNLESS SIGNED BY BOTH PARTIES.

ADP Representative		*City of Marshalltown*	
Name:		Name:	
Signature:		Signature:	
Title:	Financial Analyst	Title:	
Date		Date:	

NOTE: THIS PRICE AGREEMENT IS VALID ONLY IF SIGNED BY BOTH PARTIES WITHIN 90 DAYS OF THE DATE OF CREATION. THE AGREEMENT MUST BE SIGNED BY 07/22/2015 IN ORDER TO BE VALID. FINANCE OR RELATIONSHIP MANAGEMENT IS AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF ADP.

RAW

#2015-058

RESOLUTION ACCEPTING RESIGNATION OF EMPLOYMENT AND APPROVING RELEASE AGREEMENT

WHEREAS the City of Marshalltown has received a resignation of employment and release agreement; and

WHEREAS it is in the best interest of the City to accept such agreement.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, AS FOLLOWS:

Section 1. The City of Marshalltown approves the resignation of employment and release agreement.

Section 2. The Mayor is authorized and directed to execute the agreement.

Section 3. This Resolution shall be in full force and effect from after the passage as provided by law.

Passed this 27th day of April 2015, and signed this __ day of April, 2015.

CITY OF MARSHALLTOWN, IOWA

_____

James L. Lowrance, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

TCRW

#2015-059

RESOLUTION CONFIRMING APPOINTMENT OF
BRIAN DEMOSS
AS MARSHALLTOWN CITY TREASURER, EFFECTIVE APRIL 30, 2015

WHEREAS the City of Marshalltown is required to have a City Treasurer; and

WHEREAS the City Administrator of the City of Marshalltown has nominated Brian DeMoss to serve as City Treasurer for the City of Marshalltown, Iowa.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, AS FOLLOWS:

1. The appointment of Brian DeMoss as City Treasurer for the City of Marshalltown, Iowa, is hereby confirmed and ratified, effective beginning April 30, 2015.

Passed this 27th day of April 2015, and signed this __ day of April, 2015.

CITY OF MARSHALLTOWN, IOWA

_____
James L. Lowrance, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

ROW

the City of Marshalltown

James L. Lowrance, Mayor
Randy Wetmore, Administrator
Justin Nickel, Public Works Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5734
Fax - (641) 754-5793

DEPARTMENT OF PUBLIC WORKS

April 7, 2015

To: Mayor James L. Lowrance
Members of the City Council

From: Justin Nickel
Director of Public Works

Re: Approve Plans, Specifications, Form of Contract and Cost – Columbus Drive and Crestview Drive Repair Project (76015002)

Policy Issue: City policy requires Governing Body passage of Resolution approving plans, specifications, form of contract and cost.

Recommendation: Staff recommends approving the Resolution for plans, specifications, form of contract and cost of the Columbus Drive and Crestview Drive Repair Project

Background: City staff has prepared plans for repair and reconstruction of Columbus Drive and Crestview Drive. Construction includes removal of failed asphalt, subgrade stabilization using geogrid fabric, installation of stone subbase and repaving the street with asphalt five inches thick, twenty four feet wide.

Budget Impact: This project will be funded with bond revenues.

Attachment: None

cc: Randy Wetmore, City Administrator

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Bill Martin, Robert Schubert, Bethany Wirin

Marshalltown
All-America City
2012

RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE 2015 COLUMBUS DRIVE AND CRESTVIEW DRIVE REPAIR PROJECT, IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. 76015002

WHEREAS there was placed on file in the office of the Clerk of the City of Marshalltown, Iowa, proposed plans and specifications, proposed form of contract and estimated cost for a public improvement in the City of Marshalltown, Iowa, for the 2015 Columbus Drive and Crestview Drive Repair, Project No. 76015002 as fully set forth in the resolution ordering same, and that public notice of hearing on such plans, specifications and form of contract were duly published in the Marshalltown Times-Republican in time for hearing now before the Council, and

WHEREAS written objections to the plans, specifications and form of contract have been called for and no such written objections have been filed with the City Clerk, and oral objections being called for and no oral objections being made in open Council, it is the decision of this Council that such plans, specifications, form of contract and estimate of cost should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the plans, specifications, form of contract and estimated cost heretofore placed on file and upon which public notice has been duly given and no objections thereto have been made either in writing or in open council, the Council does now adopt and approve the plans, specifications, form of contract and estimate of cost for Project No. 76015002, being the 2015 Columbus Drive and Crestview Drive Repair Project in the city of Marshalltown, Iowa.

Passed this 27th day of April, 2015, and signed this ____ day of _____, 2015.

CITY OF MARSHALLTOWN

_____

James L. Lowrance, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

Authorizing Resolution

We, hereby, authorize James L. Lowrance, Mayor
(Name of Authorized Signatory)

on behalf of City of Marshalltown/Marshalltown Municipal Transit
(Legal Name of Applicant)

to apply for financial assistance as noted below and to enter into related contract(s) with the Iowa Department of Transportation.

From the State Transit Assistance Program:

1.060881 % of formula funds;

$ 0 of Special Project funds

From federal funds for transit in non-urbanized areas and/or for transit serving primarily elderly persons and person with disabilities:

$135,041

From statewide federal capital assistance for transit:

$0

We understand acceptance of federal transit assistance involves an agreement to comply with certain labor protection provisions.

We certify that City of Marshalltown/Marshalltown Municipal Transit
(Legal Name of Applicant)

has sufficient non-federal funds to provide required local match for capital projects and at time of delivery will have the funds to operate and maintain vehicles and equipment purchased under this project.

We request that State Transit Assistance formula funding be advanced as allowed by law, to improve transit system cash flow.

Adopted the 27th day of April , 2015

Name: City of Marshalltown City Council
(Applicant's Governing Body)

By: _____
(Signature of Chief Executive Officer)

Title: Mayor

Address: 24 north Center Street, Marshalltown, Iowa 50158

Telephone: 641-754-5700

RDW

RESOLUTION APPROVING THE TITLE VI PROGRAM
FOR MARSHALLTOWN MUNICIPAL TRANSIT

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed Title VI program for Marshalltown Municipal Transit to implement beginning July 1, 2015.

WHEREAS, the Council has fully examined same and has found same to be in the best interests of the City of Marshalltown, Iowa and that same should now be approved and accepted.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MARSHALLTOWN, IOWA:

Section 1. That the proposed Title VI program for Marshalltown Municipal Transit is hereby fully approved in all respects and particulars and the Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of said City.

Passed this 27th day of April, 2015 and signed this ____ day of April, 2015

CITY OF MARSHALLTOWN.

_____
James L. Lowrance, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

ROW

Memorandum

To: City Council & Mayor

From: Stephen Troskey – City Planner

Date: March 30, 2015

Re: **JBS Rezoning**

JBS has applied to rezone five parcels east of their plant to M2 Heavy Industry from R3 Medium Density Residential. Some of the lots are currently employee parking and the remaining lots will be a temporary employee training site and additional employee parking.

The affected addresses would be (see map):
413 North 10th Avenue
411 North 10th Avenue
409 North 10th Avenue
407 North 10th Avenue
404 North 11th Avenue

The Plan & Zoning Commission recommended approval at their March 26th, 2015 meeting.

I can be reached at stroskey@ci.marshalltown.ia.us or 641-752-3154.

ORDINANCE NO. _____

AN ORDINANCE APPROVING REZONING OF PARCELS 07-25-328-003, 07-25-328-004, 07-25-328-014, 07-25-328-017, AND 07-25-328-018 TO M2 HEAVY INDUSTRY FROM R3 MEDIUM DENSITY RESIDENTIAL

WHEREAS, the listed parcels are currently zoned R3 Medium Density Residential; and

WHEREAS, the Plan and Zoning Commission reviewed this rezoning request and held a public hearing on March 26th, 2015, and recommended approval of the rezoning at said meeting; and

WHEREAS, the City Council has fully examined the same and has found the same to be in the best interests of the City of Marshalltown, Iowa and that the same should now be approved and accepted.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF MARSHALLTOWN, IOWA:

Section 1. 07-25-328-003, 07-25-328-004, 07-25-328-014, 07-25-328-017, and 07-25-328-018 shall be rezoned to M2 Heavy Industry.

Section 2. The public hearing required on this zoning amendment shall be held in the Council Chambers of City Hall, 10 West State Street, Marshalltown, Iowa at 5:30 p.m., local time, on the 11th day of May, 2015 and the City Clerk is directed to cause a publication of the notice of the public hearing in one issue of the Marshalltown Times-Republican, a newspaper published in Marshalltown, Marshall County, Iowa, not less than 7 days nor more than 20 days prior to the date of the public hearing fixed herein.

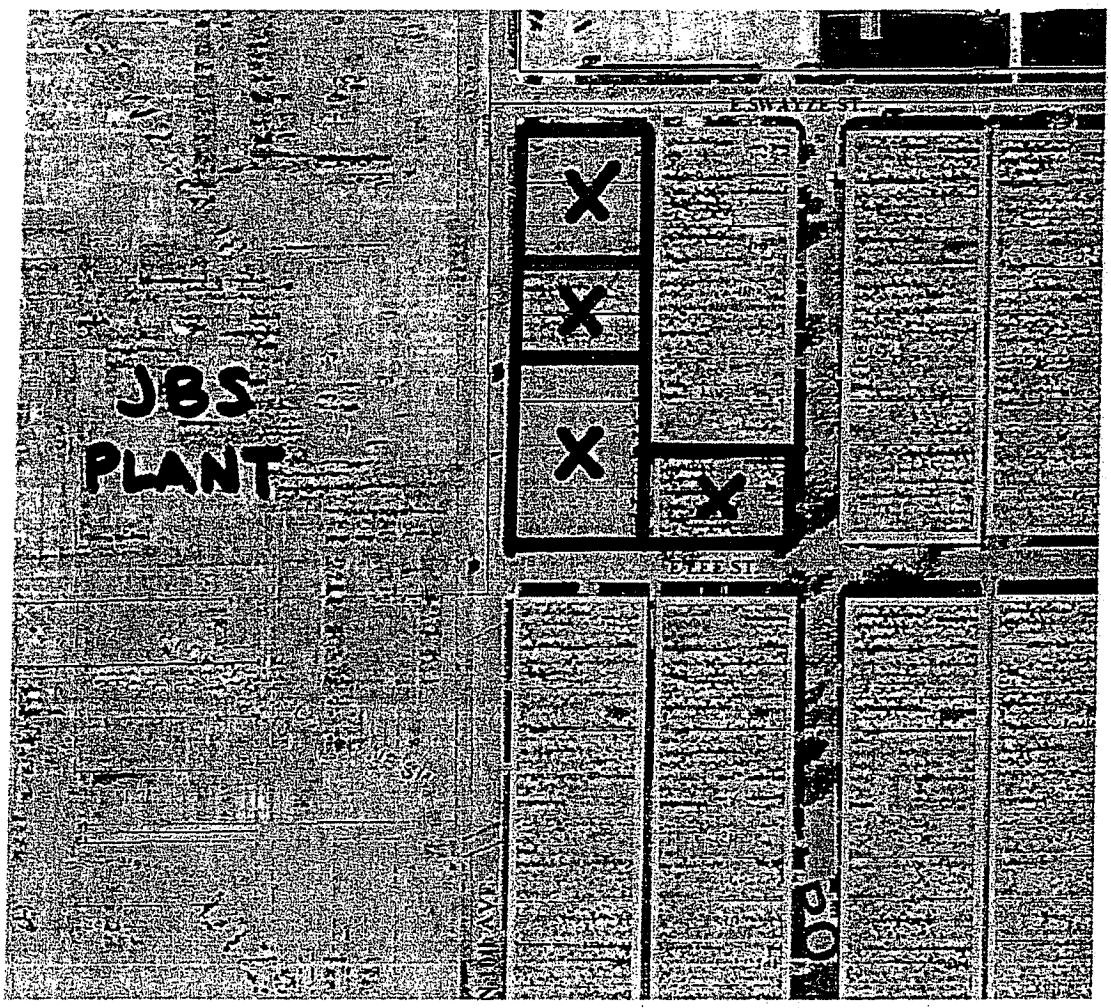
Section 3. This Ordinance shall be in full force and effect from and after public notice of hearing on this Rezoning has been duly given as required by the said Zoning Ordinance and the statutes of the State of Iowa and said public hearing has been duly held and after passage by this Council and publication as is provided by law.

Passed this _____day of _____, 2015, and signed this _____day of _____, 2015.

CITY OF MARSHALLTOWN

_____
James L. Lowrance, Mayor

ATTEST:_____
Shari L. Coughenour, City Clerk



M2 HEAVY INDUSTRY

R3 MEDIUM DENSITY RESIDENTIAL

RAEJ

Memorandum

To: City Council & Mayor

From: Stephen Troskey – City Planner

Date: March 30, 2015

Re: **Fence Height Ordinance Change**

Jeremy Adkins has applied to change the Zoning Ordinance to allow for ten foot tall fences in industrial districts. The Plan & Zoning Commission recommends allowing ten foot tall fences on commercial and industrial property east of 18th Avenue. Commercial and industrial property west of 18th Ave would remain at a height limit of 8 feet.

The Plan & Zoning Commission recommended approval at their March 26th, 2015 meeting.

I can be reached at stroskey@ci.marshalltown.ia.us or 641-752-3154.

Zoning Ordinance of 2010
Chapter 4 : Districts & General Regulations

...

Section 8. Fences and Walls.

1. Height Limitations:
    a) In any residential "R" district, fences and walls not exceeding four (4) feet in height may be located within the required front yard.
    b) In any residential "R" district, fences and walls not exceeding six (6) feet in height may be located within the required side and rear yards.
    c) In any commercial district or industrial district west of 18th Avenue, fences and walls not exceeding eight (8) feet in height may be located within any required yard. A one (1) foot extension consisting of strands of barbed wire may be used at the top of any fence or wall with a minimum average height of six (6) feet which is used for security or protective purposes.
    d) In any commercial district or industrial district east of 18th Avenue, fences and walls not exceeding ten (10) feet in height may be located within any required yard. A one (1) foot extension consisting of strands of barbed wire may be used at the top of any fence or wall with a minimum average height of six (6) feet which is used for security or protective purposes.
    e) Special fence requirements such as fencing provided around parks, recreation and school facilities may be erected to a height in excess of the above limits upon approval of the zoning administrator.
    f) Fences and walls located on corner lots shall comply with the visual clearance requirements in Section 7 of this Chapter.
    g) Fences in the A1 district used in conjunction with residential uses shall abide by a) and b) from this section
    h) Fences in the A1 district used on conjunction with farming operations shall abide by c) from this section.
    i) Decorative walls may be used as a boundary marker in residential subdivisions, not to exceed four (4) feet in average height the front yard and six (6) feet in average height the rear and side yards, provided they are approved at the time of the preliminary plat.
    j) In an area where residential and non-residential uses abut one another, any part of the non-residential lot that could be considered the same as the adjacent front yard shall abide by a) from this section.
    k) All residential fences in the CBD and TN districts shall abide by the regulations described in a) from this section. This shall not apply to approved outdoor storage or loading facilities, in which case those areas may follow c) from this section.

2. Approved Fence Materials
    a) Fences shall be constructed using materials commonly used for and suitable for residential-style fencing, including but not limited to, brick, stone, wrought iron, vinyl, chain link (with a top rail support), split rail with treated wood in compliance with 2(c), stockade or board-on-board wood. Finished side must face the adjoining property.
    b) Used or reclaimed wood or other materials may be used provided they are in good condition and can be reasonably expected to last as long as new materials.
    c) Any part of a wood fence that touches concrete or contacts the ground must be pressure-treated wood or wood that is naturally resistant to decay and insects, such as cedar or

redwood. Fasteners and hardware used with pressure treated wood shall be hot dipped galvanized, stainless steel, or coated per manufacturers standards for use with such woods.

d) Side or rear yard garden plots may use green garden fence, woven wire, or chicken wire provided it does not exceed five feet in height using steel posts not exceeding five feet in height or any approved materials from section 8.2.

3. Prohibited Fences and Materials. No person or property owner shall install:

a) An electric, razor wire, barbed, chicken, woven, snow (except from November 1st through March 31), plastic safety, plastic garden, concrete block, or grapestake fence.
b) Any wire or chain link-type fence with the cut or salvage end of the fence exposed at the top.
c) A fence which creates a hazard to users of the street, sidewalk or to nearby property.
d) A fence composed solely of fence posts.
e) An incomplete fence, consisting only of posts and supporting members.
f) No Fence shall be constructed of used or discarded materials in disrepair, including, but not limited to complete or partial pallets, tree trunks, trash, tires, junk, or other similar items. Materials not specifically manufactured for fencing, such as railroad ties, wooden doors, landscape timbers or utility poles shall not be used for, or in the construction of a Fence.
g) Agricultural fence products such as creosote posts, steel posts, wire panels, field fence, high tensile wire, tube gates, etc.
h) Any material not listed in section 8.2(a) is not approved.

ORDINANCE NO._____

AN ORDINANCE APPROVING CHANGES TO THE MARSHALLTOWN ZONING ORDINANCE OF 2010, REGARDING CHAPTER 4, DISTRICTS AND GENERAL REGULATIONS

WHEREAS the Plan & Zoning Commission reviews zoning regulations as necessary and determined to recommend changes to the Marshalltown Zoning Ordinance of 2010 regarding fence heights in industrial districts at their March 26, 2015 meeting.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF MARSHALLTOWN, IOWA:

Section 1. Chapter 4 of the Zoning Ordinance of 2010 is hereby amended by removing and replacing language as identified on the following pages.

Section 2. The public hearing required on this City Code amendment shall be held in the Council Chambers of City Hall, 10 West State Street, Marshalltown, Iowa at 5:30 p.m. local time, on the 11th day of May, 2015, and the City Clerk is directed to cause a publication of the notice of public hearing in one issue of the Marshalltown Times-Republican, a newspaper published in Marshalltown, Marshall County, Iowa, not less than 7 days nor more than 20 days prior to the date of public hearing fixed herein.

Section 3. This Code shall be in full force and effect from and after public notice of hearing on this Amendment to the Marshalltown City Code has been duly given as required by the said Code and the statutes of the State of Iowa and said public hearing has been duly held and after passage by the Council and publication as is provided by law.

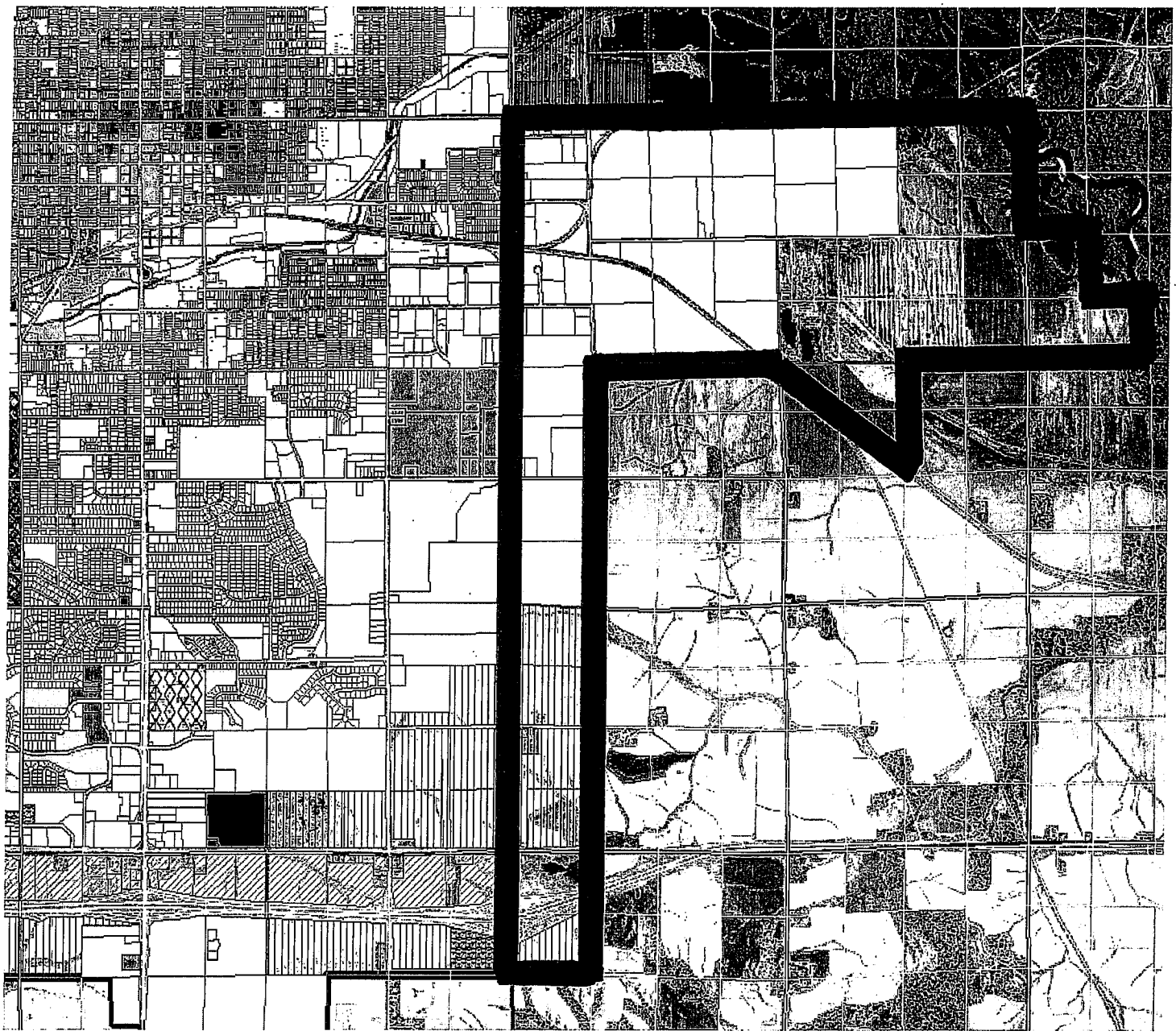
Passed this _____ day of _____, 2015, and signed this _____ day of _____, 2015.

CITY OF MARSHALLTOWN

_____
James L. Lowrance, Mayor

ATTEST:

_____
Shari L. Coughenour, City Clerk



- AREA WHERE 10' FENCES WOULD BE ALLOWED
- EAST OF 18th AVE

RESOLUTION AGREEING TO RECEIVE DONATION OF "ECHO", ARTWORK FROM MARSHALL COUNTY ARTS & CULTURAL ALLIANCE OPERATING AS M-PAC

WHEREAS the City has expressed its support for the display of art for the enjoyment and appreciation of the general public by Resolution 2013–146 on August 26, 2013 and Resolution 2013-186 on November 25th, 2013; and

WHEREAS the City has agreed to provide a space for the long-term placement of the artwork until 2038 and to accept donation of such works of art and to insure it at a minimal cost to the City; and

WHEREAS the cost of acquiring, placing, maintaining and eventually removal and replacing such works of art would remain private.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City does accept donation of artwork, "ECHO," selected by M-PAC in order to provide insurance coverage for its value until the Marshall County Arts & Culture Alliance requests that the City relinquish ownership back to the Marshall County Arts & Culture Alliance to allow deaccession of said works of art, at which time the art will be removed at no cost to the City and sold or exchanged by the Marshall County Arts & Culture Alliance in order to select and acquire other works of art with private funds, then placed, donated to the City and maintained according to this Resolution.

Passed this ___ day of May, 2015, and signed this ___ day of May, 2015

CITY OF MARSHALLTOWN, IOWA

_____

James L. Lowrance, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

Preparer
Information Curtis A. Ward, P.O. Box 908, 11 E. Church Street, Marshalltown, IA 50158, (641) 752-6413
Individual's Name Street Address City Phone

Curtis A. Ward ISBA # 5836

SPACE ABOVE THIS LINE
FOR RECORDER

LEASE - BUSINESS PROPERTY - SHORT FORM

THIS AGREEMENT, made and entered into this 25th day November 2013, by and between the City of Marshalltown, Iowa ("Landlord"), whose address, for the purpose of this lease, is City Clerk, City Hall, 26 North Center, Marshalltown, Iowa 50158, and the Marshall County Arts & Culture Alliance ("Tenant"), whose address for the purpose of this lease is _____, Marshalltown, Iowa 50158.

The parties agree as follows:

1. **PREMISES AND TERM.** Landlord leases to Tenant the following real estate, situated in Marshall County, Iowa:

The existing green space located upon Lot 2 of Lot 1 of the Southeast Quarter of the Southwest Quarter of Section 27, Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa, except the North 231 feet thereof

together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a term beginning on the ____ day of _____, 2013, and continuing until the _____ day of _____, 2038, upon the condition that Tenant performs as provided in this lease.

2. **RENT.** Tenant agrees to pay Landlord as rent $1.00 per year, payable in advance, during the term of this lease. Tenant shall also pay: repairs, maintenance or alterations required for its use and to keep the premises safe.

All sums shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing. Delinquent payments shall draw interest at 6 % per annum.

3. **POSSESSION.** Tenant shall be entitled to possession on the first day of the lease term, and shall yield possession to Landlord at the termination of this lease.

4. **USE.** Tenant shall use the premises only for use associated with displaying art for the enjoyment of the general public. Except for brief temporary periods necessitated by repairs or maintenance, the property shall remain open to the public for its use and enjoyment. Landlord reserves its right to come onto the premises for the purpose of repairing and maintaining any public utilities or services located over, under or across the leased premises. Tenant shall obey all local, state and federal laws.

5. **CARE AND MAINTENANCE.**

(a) Tenant takes the premises as is, except as herein provided.

(b) Landlord shall keep the snow and ice removed from parking areas surrounding the site and will maintain the parking lot surface. Landlord shall not be liable for failure to make any repairs or replacements unless Landlord fails to do so within a reasonable time after written notice from Tenant.

(c) Tenant shall maintain the premises in a reasonable safe, serviceable, clean and presentable condition, and except for the repairs and replacements provided to be made by Landlord in subparagraph. Tenant may replace the current grass surface with some other suitable surface material and make other improvements necessary to incorporate the art work into the site.

6. **UTILITIES AND SERVICES.** Tenant shall pay for all utilities and services which may be used on the premises, except the following to be furnished by Landlord: see additional provisions under paragraph 18. Landlord

shall not be liable for damages for failure to perform as herein provided, or for any stoppage for needed repairs or for improvements or arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services.

7. SURRENDER. Upon the termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant. Continued possession, beyond the term of this Lease and the acceptance of rent by Landlord shall constitute a month-to-month extension of this lease.

8. ASSIGNMENT AND SUBLETTING. No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not unreasonably be withheld.

9. INSURANCE.

A. PROPERTY INSURANCE. Landlord and Tenant each agree to insure their respective real and personal property for the full insurable value. Any art work placed upon the premises s which is owned by the Landlord shall be insured by the Landlord. Any other fixtures or personal property shall remain property of the Tenant and be insured by the Tenant. Such insurance shall cover losses included in the Insurance Services Office Broad Form Causes of Loss (formerly fire and Landlord and Tenant waive all rights of recovery against each other.

B. LIABILITY INSURANCE. Landlord shall provide commercial general liability insurance for the premises as part of its insurance of the parking lot area in the amounts of not less than $100,000 each occurrence and $100,000 annual aggregate per location. This policy shall be endorsed to include the Tenant as an additional insured.

10. LIABILITY FOR DAMAGE. Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents or employees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

11. INDEMNITY Except for any negligence of Tenant, Landlord will protect, defend, and indemnify Tenant against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant.

12. DAMAGE. Not applicable.

13. MECHANICS' LIENS. Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the premises.

14. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

EVENTS OF DEFAULT

A. Each of the following shall constitute an event of default by Tenant: (1) failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the lease; (2) abandonment of the premises. "Abandonment" means the Tenant has failed to place works of art on the premises for more than one year.

NOTICE OF DEFAULT

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365 day period.

REMEDIES

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

15. SIGNS. Any signage upon the premises shall conform to local ordinances.

16. NOTICES AND DEMANDS. All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.

17. PROVISIONS BINDING. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

18. ADDITIONAL PROVISIONS. This lease shall terminate within thirty days written notice delivered to the other party at the option of either party in the event there is no art work on display for a continuous period of one year.

The Landlord shall provide utility service for display lighting and water features purchased, installed and maintained by Tenant.

TENANT

MARSHALL COUNTY ARTS & CULTURE ALLIANCE

By:_____ By:_____

Chad Weir, President

LANDLORD

CITY OF MARSHALLTOWN, IOWA

By:_____ By:_____

Thomas R. Thompson, Mayor

Shari L. Coughenour, CMC, City Clerk

RESOLUTION 2013-186

RESOLUTION REAFFIRMING CITY POLICY TO SUPPORT AND PROMOTE PUBLIC ART THROUGH THE MARSHALL COUNTY ARTS & CULTURE ALLIANCE, SETTING PUBLIC HEARING FOR LEASE OF CITY PROPERTY TO DISPLAY ART FOR THE ENJOYMENT AND APPRECIATION OF THE PUBLIC AND AGREEING TO RECEIVE DONATION OF ARTWORKS ON CERTAIN CONDITIONS DESCRIBED HEREIN

WHEREAS the City has expressed its support for the display of art for the enjoyment and appreciation of the general public by Resolution 2013–146 on August 26, 2013; and

WHEREAS the Marshall County Arts & Culture Alliance has established the Marshalltown Public Art Committee (M-PAC) whose mission is to enhance the aesthetic environment of the City of Marshalltown by including works of art, public art, art concepts and art places in the City, at a minimal cost to the City; and

WHEREAS the City has been asked to provide a space for the long-term placement of works of art acquired by private and donated funds, to accept donation of such works of art and to insure it at a minimal cost to the City; and

WHEREAS the entire responsibility for selection of such works and the cost of selecting, acquiring, placing, maintaining and eventually removing and replacing such works of art would remain private.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City of Marshalltown does hereby reaffirm its support for the promotion of public art.

IT IS FURTHER RESOLVED that the City hereby sets a public hearing for approval of the long-term lease of public property for a green space constructed within the parking lot at 13th Street and Summit Street, on the terms set forth in the attached proposed lease, to be held on the 25th day of November, 2013, at 5:30 p.m., in Council Chambers.

IT IS FURTHER RESOLVED that the City agrees that upon approval of the attached lease, certain works of art acquired by the Marshall County Arts & Culture Alliance may be placed upon the green space described therein, and maintained at no cost to the City except as may be outlined in the lease.

IT IS FURTHER RESOLVED that the City agrees to accept donation of such works of art selected and approved by M-PAC in order to provide insurance coverage for its value until the Marshall County Arts & Culture Alliance requests that the City relinquish ownership back to the Marshall County Arts & Culture Alliance to allow deaccession of said works of art, at which time the art will be removed at no cost to the City and sold or exchanged by the Marshall County Arts & Culture Alliance in order to select and acquire other works of art with private funds, then placed, donated to the City and maintained according to this Resolution.

Passed this 25th day of November, 2013, and signed this 27th day of November, 2013.

CITY OF MARSHALLTOWN, IOWA

Thomas R. Thompson, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Affidavit of Publication

STATE OF IOWA,
Marshall County, ss.

City of Marshalltown
Public Notice for a Tentative Resolution for a proposed long term lease for the display of art

I, Diane Caloud, being first duly sworn, on oath depose and say that Marshalltown Newspaper, LLC is a corporation for pecuniary profit organization under the law of the State of Iowa, with its principal place of business in Marshalltown, Iowa; that the "Times-Republican" is a daily newspaper of general circulation printed wholly in the English language and published by said corporation at the city of Marshalltown, in Marshall County, Iowa; that I am the Accounting Manager of said corporation and a full time employee of the said newspaper, and have personal knowledge of the facts stated herein; that the Notice hereto attached in the above entitled action was published in the regular daily edition of the said "Times-Republican" once each week for:

One

consecutive weeks on the days and dates as follows, to-wit:
Nov. 12, 2013

Statutory fees for publishing said notice are:
16.02

Diane K Caloud

Sworn to before me and subscribed in my presence by the said Diane Caloud this Thirteenth Day of Nov., 2013

Sandra Plummer

Sandra Plummer, Notary Public
Marshall County, Iowa
Commission No. 766297
Commission Expires January 14, 2014

Account No. and Account Name
L02000 City of Marshalltown

NOTARIAL SEAL IOWA
SANDRA PLUMMER
MY COMMISSION EXPIRES
1-14-14

PUBLIC NOTICE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE is hereby given that there is now on file in the Office of the Clerk of the CITY OF MARSHALLTOWN, IOWA, a Tentative Resolution wherein it is proposed a long term lease for the display of art for the enjoyment and appreciation of the general public in the following described properties in Marshalltown, Marshall County, Iowa, generally and legally described as:

The existing green space located upon the parking lot at 13th Street and Summit Street, located entirely within Lot 2 of Lot 1 of the Southeast Quarter of the Southwest Quarter of Section 27, Township 84 North, Range 18 West of the 5th P.M., Marshall County.

From the City Of Marshalltown to Marshall County Arts & Culture Alliance of Marshalltown: The consideration for the long term lease is donation of works of art to be insured at a minimal cost to the city.

The final action on the Tentative Resolution now on file will be taken at a meeting of the City Council to be held in the City Council Chambers, City Hall, 10 W State Street, on the 25th day of November, 2013, at 5:30 PM, Central Standard Time, at which time and place hearing will be had or comments made in writing or orally at said hearing to the proposal and the Council will take final action on the resolution now on file.

This notice is given as required by Section 364.7 of the Code of Iowa.

Shari L. Coughenour, CMC,
City Clerk of Marshalltown Iowa.

15978

RAW

U.S. Department of Homeland Security
Washington, D.C. 20472

FEMA

Mr. David Rierson
City of Marshalltown
25 N. Center St.
Marshalltown, Iowa 50158-4911

Re: Award No.EMW-2014-FO-00565

Dear Mr. Rierson:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2014 Assistance to Firefighters Grant has been approved in the amount of $160,450.00. As a condition of this award, you are required to contribute a cost match in the amount of $16,044.00 of non-Federal funds, or 10 percent of the Federal contribution of $160,450.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the Assistance to Firefighters Grant Programs' e-grant system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo
- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2014 Assistance to Firefighters Grant Funding Opportunity Announcement.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Prior to requesting Federal funds, all recipients are required to register in the System for Award Management (SAM.gov). As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at https://www.sam.gov/portal/public/SAM/. It is your entity's responsibility to have a valid DUNS number at the time of registration.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go to https://portal.fema.gov to accept or decline your award. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line.

Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, please select the View Award Package from the drop down menu. Click Go to view your award package and indicate your acceptance or declination of award. PLEASE NOTE: your period of performance has begun. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

Step 2: If you accept your award, you will see a link on the left side of the screen that says "Update 1199A" in the Action column. Click this link. This link will take you to the SF-1199A, Direct Deposit Sign-up Form. Please

complete the SF-1199A on-line if you have not done so already. When you have finished, you must submit the form electronically. Then, using the Print 1199A Button, print a copy and take it to your bank to have the bottom portion completed. Make sure your application number is on the form. After your bank has filled out their portion of the form, you must fax a copy of the form to FEMA's SF-1199 Processing Staff at 301-998-8699. You should keep the original form in your grant files. After the faxed version of your SF 1199A has been reviewed you will receive an email indicating the form is approved. Once approved you will be able to request payments online. If you have any questions or concerns regarding your 1199A, or the process to request your funds, please call (866) 274-0960.

Sincerely,

Brian E. Kamoie
Assistant Administrator for Grant Programs

RKW

2015-

RESOLUTION AUTHORIZING HIRING OF
POLICE RESERVE OFFICERS

WHEREAS the Police Department of the City of Marshalltown continues to Maintain a Police Reserve Force and desires to hire two new officers, and it is in the best interest of the City to do so.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. The Chief of Police is authorized to hire Christopher Mayer and Cale Puls as police reserve officers and the hiring of said officers, and allowing them to carry weapons in the line of duty, shall be consider confirmed by the City Council.

Passed this 11th day of May, 2015, and and signed this __ day of May, 2015.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance. Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

TRAN

4/16/2015

Dear City Council Members:

We have received two applications from Barb Hagstrand for 2 grants, 1 façade and 1 code. This is for the Kibbey Bldg located at 125-131 East Main St., Marshalltown. They are:

Façade Grant: The project cost for this is $62,180, however we do not consider architectural work ($6,000) and Overhead & Profit ($3,180) as eligible expenses. That brings the cost down to $53,000.

Of the remaining costs, we would reimburse a max of 25% of the total, not to exceed $8,500 per façade. Since this building has 60 ft of frontage, it qualifies as 2 facades since 30 ft is the norm.

Math:
In order to get to the first $8,500 or 25%, there must be $34,000 of project cost. They have it.

$53,000
-34,000
$19,000 left over

Of the $19,000 remaining, 25% of this is also reimbursable, or $4,750 for the 2nd facade.

Total applicable grant request = $8500 + $4750 = **$13,250**

Code Grant: The project cost for this is $86,067, however we do not consider bldg permits ($750) and Overhead & Profit ($8,927) as eligible expenses. That brings the cost down to $76,390. From this figure we have 2 reimbursement rates: One for sprinklers of $5,875, and one for the remainder of $70,515.

Math:
Of the $70,515 we will reimburse 25%, not to exceed $20,000.

$70,515
x 25%
$17,628

Of the $5,875, we will reimburse 50% since it is for sprinklers.

$5,875
x 50%
$2,937

The total of these (17628 + 2937) is $20,565, which exceeds the max grant amount.

Total applicable grant request = **$20,000**

The MCBD Façade/Code Upgrade Grant Committee approves these applications. Note that since only $14,776 remains in unallocated funding, the reimbursements will be made after 7/1/15 when $50,000 will be added to the program. Project completion will be after 7/1/15 so this will not be a problem.

Doug Kusek - Program Chair

RNW

RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE 2015 MICROSURFACING PROJECT, IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. 76015003

WHEREAS there was placed on file in the office of the Clerk of the City of Marshalltown, Iowa, proposed plans and specifications, proposed form of contract and estimated cost for a public improvement in the City of Marshalltown, Iowa, for the 2015 Microsurfacing, Project No. 76015003 as fully set forth in the resolution ordering same, and that public notice of hearing on such plans, specifications and form of contract were duly published in the Marshalltown Times-Republican in time for hearing now before the Council, and

WHEREAS written objections to the plans, specifications and form of contract have been called for and no such written objections have been filed with the City Clerk, and oral objections being called for and no oral objections being made in open Council, it is the decision of this Council that such plans, specifications, form of contract and estimate of cost should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the plans, specifications, form of contract and estimated cost heretofore placed on file and upon which public notice has been duly given and no objections thereto have been made either in writing or in open council, the Council does now adopt and approve the plans, specifications, form of contract and estimate of cost for Project No. 76015003, being the 2015 Microsurfacing Project in the city of Marshalltown, Iowa.

Passed this 11th day of May 2015, and signed this _____ day of May 2015.

CITY OF MARSHALLTOWN

_____

James L. Lowrance, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE 2015 OIL MIX STREETS OVERLAY PROJECT, IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO.76015005

WHEREAS there was placed on file in the office of the Clerk of the City of Marshalltown, Iowa, proposed plans and specifications, proposed form of contract and estimated cost for a public improvement in the City of Marshalltown, Iowa, for the 2015 Oil Mix Streets Overlay, Project No. 76015005, as fully set forth in the resolution ordering same, and that public notice of hearing on such plans, specifications and form of contract were duly published in the Marshalltown Times-Republican in time for hearing now before the Council, and

WHEREAS written objections to the plans, specifications and form of contract have been called for and no such written objections have been filed with the City Clerk, and oral objections being called for and no oral objections being made in open Council, it is the decision of this Council that such plans, specifications, form of contract and estimate of cost should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the plans, specifications, form of contract and estimated cost heretofore placed on file and upon which public notice has been duly given and no objections thereto have been made either in writing or in open council, the Council does now adopt and approve the plans, specifications, form of contract and estimate of cost for Project No. 76015005, being the 2015 Oil Mix Streets Overlay Project in the city of Marshalltown, Iowa.

Passed this 11th day of May 2015, and signed this _____ day of May 2015.

CITY OF MARSHALLTOWN

_____

James L. Lowrance, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

James L. Lowrance, Mayor
Randy Wetmore, Administrator
Justin Nickel, Public Works Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5734
Fax - (641) 754-5793

DEPARTMENT OF PUBLIC WORKS

April 21, 2015

To: Mayor James L. Lowrance
Members of the City Council

From: Justin Nickel
Director of Public Works

Re: Order Construction – 2015 Mill & Overlay Project

Policy Issue: City policy requires Governing Body approval of Resolution ordering construction

Recommendation: Staff recommends approving the Resolution ordering construction of the 2015 Mill & Overlay Project

Background: City Staff has prepared plans for pavement overlay of streets in the Hilltop area, as well as, . The project includes application of an overlay to streets treated in 2013

Budget Impact: This project will be funded with bond sale proceeds.

Attachment: None

cc: Randy Wetmore, City Administrator

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Bill Martin, Robert Schubert, Bethany Wirin

Marshalltown
All-America City
2012

RESOLUTION ORDERING CONSTRUCTION OF THE 2015 MILL AND OVERLAY PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS, BEING PROJECT NUMBER 76015004

WHEREAS there is now on file in the office of the City Clerk proposed plans, specifications, form of contract and estimated costs for the construction of the 2015 Mill and Overlay, Project No.76015004, in the City of Marshalltown, Iowa, as is fully set forth in the plans and specifications for Project No. 76015004, and

WHEREAS the cost of the said improvement is in excess of $25,000 and a public hearing on the plans, specifications, form of contract and the estimated cost of said improvement is required by law and that notice thereof shall be given as required by law, and

WHEREAS it is intended that the cost of said improvement shall be paid from such funds as the City may legally use for such purposes or from the proceeds from the issuance of such bonds as may be legally issued for said purposes or any combination of the above methods of financing.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. This Council does hereby order the construction of the 2015 Mill and Overlay Project in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications for Project No. 76015004 now on file in the office of the City Clerk of Marshalltown, Iowa.

Section 2. That the method of construction shall be by contract in accordance with the plans and specifications and general stipulations for the said improvement approved by the City Council.

Section 3. The Contractor will be paid in monthly estimates for work completed as set out in the specifications. The project shall begin on or near the appropriate starting date as specified on the form of proposal and shall be completed within the specified number of calendar days also indicated thereon.

Section 4. That the said improvements shall be paid for from such funds of the City as may be legally used for such purposes, or from the proceeds of the issuance of such bonds as may be legally issued for such purposes or from any combination of such methods of financing and will be paid in accordance with the Notice to Bidders duly published in connection therewith. The Finance Director shall establish on the books a 2015 Mill and Overlay Project fund and the bond proceeds or such funds of the City as may be legally used for such purposes are hereby appropriated to pay all costs of the improvements including legal publication, bond, design, engineering, survey and inspection, contract and contingency cost as estimated by the Engineer. The Finance Director is directed to advance all sums necessary from the project fund, and to set up on the books the obligations and receivables of the fund.

Section 5. The City Clerk is hereby directed to publish notice of hearing on plans, specifications, and form of contract and estimated cost in the manner provided by law for the public improvement outlined herein and that any person interested therein may appear and make objections thereto, if any he has. This Council will meet in the Council Chamber, Second Floor, 10 West State Street at Marshalltown, Iowa, at 5:30 o'clock P.M., local time on the 11th day of May 2015 , for the purpose of hearing all of said objections so made and for taking final action upon the plans, specifications, and form of contract now on file.

Section 6. The City Clerk is further directed to advertise for bids in the manner provided by law for the construction of said improvements, setting forth in said notice such necessary pertinent information as will advise prospective bidders thereof together with the proposed manner of payment of the work to be constructed and that such bids be filed and received in the office of the City Clerk of Marshalltown, Iowa, up to 10:00 o'clock A.M., local time, on the 28th day of May 2015. The bids will be opened, read, and tabulated by the City Engineer or his designate at that time and will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, at 5:30 o'clock P.M., local time, on the 8th day of June, 2015, or at such later time and place as may then be fixed for considering such bids as shall be filed in connection with the improvement herein ordered and in compliance with the notice of taking bids therein, hereby ordered to be published.

Passed this 27th day of April 2015, and signed this _____ day of April 2015.

CITY OF MARSHALLTOWN, IOWA

_____

James L. Lowrance, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING CONTRACT AND BOND FOR CONSTRUCTION OF THE 2014 SANITARY SEWER REHABILITATION IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. 59014007 IN THE AMOUNT OF $1,860,917.80

WHEREAS the City of Marshalltown, Iowa, did by resolution duly adopted by the Council, accept the bid of Hydro-Klean LLC of Des Moines, Iowa, for construction of the 2014 Sanitary Sewer Rehabilitation Project as required by plans and specifications therefore and in the City of Marshalltown, Iowa, as covered by resolution ordering said construction, and,

WHEREAS the said Hydro-Klean, LLC. of Des Moines, Iowa, has executed a contract for the construction of said improvement and has filed its construction bond covering the full amount of said improvement with adequate sureties thereon, and that the said contract is now before this Council for final approval.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

That the contract of Hydro-Klean LLC duly executed by said company and the surety bond for the performance of said contract, duly executed by said company, together with the surety, are now filed with the City Clerk for the construction of the public improvement as fully set forth in the plans and specifications for Project No. 59014007, the 2014 Sanitary Sewer Rehabilitation in the City of Marshalltown, Iowa, and therein specifically described, be and the same are hereby accepted and approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be authorized and directed to execute the contract for and on behalf of the City of Marshalltown, Iowa.

Passed this 11th day of May, 2015, and signed this _____ day of May 2015.

CITY OF MARSHALLTOWN, IOWA

_____
James L. Lowrance, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING CONTRACT AND BOND FOR CONSTRUCTION OF THE AIRPORT HANGER FLOOR REPLACEMENT IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. 77013010 IN THE AMOUNT OF $77,468.50

WHEREAS the City of Marshalltown, Iowa, did by resolution duly adopted by the Council, accept the bid of Gruss Construction LLC., of Cumming, IA, for construction of the Airport Hanger Floor Replacement as required by plans and specifications therefore and in the City of Marshalltown, Iowa, as covered by resolution ordering said construction, and,

WHEREAS the said Gruss Construction LLC., of Cumming, IA, has executed a contract for the construction of said improvement and has filed its construction bond covering the full amount of said improvement with adequate sureties thereon, and that the said contract is now before this Council for final approval.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

That the contract of Gruss Construction LLC., duly executed by said company and the surety bond for the performance of said contract, duly executed by said company, together with the surety, are now filed with the City Clerk for the construction of the public improvement as fully set forth in the plans and specifications for Project No. 77013010, the Airport Hanger Floor Replacement in the City of Marshalltown, Iowa, and therein specifically described, be and the same are hereby accepted and approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be authorized and directed to execute the contract for and on behalf of the City of Marshalltown, Iowa.

Passed this 11th day of May 2015, and signed this _____ day of May 2015.

CITY OF MARSHALLTOWN, IOWA

_____
James L. Lowrance, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING AGREEMENT AMENDMENT NO. 1 BY AND BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND FOX ENGINEERING ASSOCIATES, INC. FOR ENGINEERING SERVICES FOR WPCP PERFORMANCE EDGE PROJECT BEING PROJECT NO. 52012012 IN THE AMOUNT OF $20,000.00

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed agreement amendment number 1, in the amount of $20,000.00 dollars, by and between the City of Marshalltown, Iowa, and Fox Engineering Associates, Inc. relative to providing additional engineering services for the WPCP Performance Edge Project, Being Project No. 52012012.

WHEREAS, the Council has fully examined same and has found same to be in the best interests of the CITY OF MARSHALLTOWN, IOWA and that same should now be approved and accepted.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MARSHALLTOWN, IOWA:

Section 1. That the agreement amendment number 1 by and between the City of Marshalltown, Iowa and Fox Engineering Associates, Inc. relative to WPCP Performance Edge Project, in the amount of $20,000.00 dollars, being Project No. 52012012, is hereby fully approved in all respects and particulars and the Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of said City.

Passed this 11th day of May, 2015, and signed this _____day of May, 2015.

CITY OF MARSHALLTOWN

_____

James L. Lowrance, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 10, 2012.

AMENDMENT NO. 1 TO OWNER-ENGINEER AGREEMENT

1. Background Data:

   a. Effective Date of Owner-Engineer Agreement: July 10, 2012

   b. Owner: City of Marshalltown, Iowa

   c. Engineer: FOX Engineering Associates, Inc.

   d. Project: 52012012 - WPCP Energy Improvements

2. Nature of Amendment *[Check those that are applicable and delete those that are inapplicable.]*

   X Additional Services to be performed by Engineer

   ___ Modifications to Services of Engineer

   ___ Modifications to Responsibilities of Owner

   X Modifications to Payment to Engineer

   ___ Modifications to Time(s) for rendering Services

   ___ Modifications to other terms and conditions of the Agreement

3. Description of Modifications

   Attachment 1, "Modifications"

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is March 13, 2015.

OWNER:	ENGINEER:
City of Marshalltown, Iowa	FOX Engineering Associates, Inc.
By:	By:
Title:	Title: Principal
Date Signed:	Date Signed: March 13, 2015

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This is **Attachment 1**, consisting of 1 page, to Amendment No. 1, dated March 13, 2015.

Modifications

1. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
   a. Provide as "Additional Services" for Construction administration services past the Substantial Completion Date.
   b. Provide as "Additional Services" for Construction administration services past the Final Completion Date.

2. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

a.	Construction (past Substantial) – lump sum:	$10,724.00
b.	Construction (past Final) – hourly, not to exceed:	$9,276.00
c.	Total	$20,000.00

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RESOLUTION APPROVING AGREEMENT AMENDMENT NO. 1 BY AND BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND FOX ENGINEERING ASSOCIATES, INC. FOR ENGINEERING SERVICES FOR WPCP ULTRAVIOLET DISINFECTION REPLACEMENT PROJECT BEING PROJECT NO. 52011024 IN THE AMOUNT OF $15,000.00

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed agreement amendment number 1, in the amount of $15,000.00 dollars, by and between the City of Marshalltown, Iowa, and Fox Engineering Associates, Inc. relative to providing additional engineering services for the WPCP Ultraviolet Disinfection Replacement Project, Being Project No. 52011024.

WHEREAS, the Council has fully examined same and has found same to be in the best interests of the CITY OF MARSHALLTOWN, IOWA and that same should now be approved and accepted.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MARSHALLTOWN, IOWA:

Section 1. That the agreement amendment number 1 by and between the City of Marshalltown, Iowa and Fox Engineering Associates, Inc. relative to WPCP Ultraviolet Disinfection Replacement Project, in the amount of $15,000.00 dollars, being Project No. 52011024, is hereby fully approved in all respects and particulars and the Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of said City.

Passed this 11th day of May, 2015, and signed this _____day of May, 2015.

CITY OF MARSHALLTOWN

_____

James L. Lowrance, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 14, 2013.

AMENDMENT NO. 1 TO OWNER-ENGINEER AGREEMENT

1. Background Data:

   a. Effective Date of Owner-Engineer Agreement: January 14, 2013

   b. Owner: City of Marshalltown, Iowa

   c. Engineer: FOX Engineering Associates, Inc.

   d. Project: 52011024 - WPCP Ultraviolet Disinfection Replacement

2. Nature of Amendment *[Check those that are applicable and delete those that are inapplicable.]*

   X Additional Services to be performed by Engineer

   ___ Modifications to Services of Engineer

   ___ Modifications to Responsibilities of Owner

   X Modifications to Payment to Engineer

   ___ Modifications to Time(s) for rendering Services

   ___ Modifications to other terms and conditions of the Agreement

3. Description of Modifications

   Attachment 1, "Modifications"

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is March 13, 2015.

OWNER:	ENGINEER:
City of Marshalltown, Iowa	FOX Engineering Associates, Inc.
By:	By:
Title:	Title: Principal
Date Signed:	Date Signed: March 13, 2015

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This is **Attachment 1**, consisting of 1 page, to Amendment No. 1, dated March 13, 2015.

Modifications

1. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
   a. Provide as "Additional Services" for Construction administration services past the Substantial Completion Date.
   b. Provide as "Additional Services" for Construction administration services past the Final Completion Date.

2. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

a.	Construction (past Substantial) – lump sum:	$7,197.00
b.	Construction (past Final) – hourly, not to exceed:	$7,803.00
c.	Total	$15,000.00

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Authorizing Resolution

We, hereby, authorize James L. Lowrance, Mayor
(Name of Authorized Signatory)

on behalf of City of Marshalltown/Marshalltown Municipal Transit
(Legal Name of Applicant)

to apply for financial assistance as noted below and to enter into related contract(s) with the Iowa Department of Transportation.

From the State Transit Assistance Program:

1.060881 % of formula funds;

$ 0 of Special Project funds

From federal funds for transit in non-urbanized areas and/or for transit serving primarily elderly persons and person with disabilities:

$135,041

From statewide federal capital assistance for transit:

$0

We understand acceptance of federal transit assistance involves an agreement to comply with certain labor protection provisions.

We certify that City of Marshalltown/Marshalltown Municipal Transit
(Legal Name of Applicant)

has sufficient non-federal funds to provide required local match for capital projects and at time of delivery will have the funds to operate and maintain vehicles and equipment purchased under this project.

We request that State Transit Assistance formula funding be advanced as allowed by law, to improve transit system cash flow.

Adopted the 27th day of April , 2015

Name: City of Marshalltown City Council
(Applicant's Governing Body)

By: _____
(Signature of Chief Executive Officer)

Title: Mayor

Address: 24 north Center Street, Marshalltown, Iowa 50158

Telephone: 641-754-5700

TCDW

RESOLUTION APPROVING THE TITLE VI PROGRAM
FOR MARSHALLTOWN MUNICIPAL TRANSIT

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed Title VI program for Marshalltown Municipal Transit to implement beginning July 1, 2015.

WHEREAS, the Council has fully examined same and has found same to be in the best interests of the City of Marshalltown, Iowa and that same should now be approved and accepted.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MARSHALLTOWN, IOWA:

Section 1. That the proposed Title VI program for Marshalltown Municipal Transit is hereby fully approved in all respects and particulars and the Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of said City.

Passed this 27th day of April, 2015 and signed this ____ day of April, 2015

CITY OF MARSHALLTOWN.

_____
James L. Lowrance, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

Labor Protection Agreement

The City of Marshalltown/Marshalltown Municipal Transit
(Legal Name of Applicant)

as an applicant for federal non-urbanized area agrees that in the absence of a wavier by the Department of Labor, the terms and conditions of the Special Warranty Arrangement For Application to Other Than Urbanized and Over-the-Road Bus Accessibility Projects Pursuant to Section 5333(b) of Title 49, of the U.S. Code, Chapter 53 (hereinafter referred to as "Warranty"), shall apply for the protection of the employees of any employer providing transportation services assisted by the project and the employees of any other surface public transportation providers in the transportation service area of the Project. The Warranty shall be made part of the contract of assistance with the Iowa Department of Transportation and shall be binding and enforceable by and upon the parties thereto, by any covered employee or his/her representative.

Additionally, pursuant to the Department of Labor's procedures for application of the Warranty, included with this submission is a listing of all transportation providers which will be recipients of transportation assistance funded by the Project, a listing of other transportation providers in the geographic area of such Project, and any labor organization representing the employees of such providers.

I further certify that I have read and understand the terms and conditions of the Warranty, which can be found at http://www.dol.gov/olms/regs/compliance//transit/07_Special_Warranty.htm

Signature

James L. Lowrance
Print Name

Mayor
Title

City of Marshalltown, Iowa
Name of Organization

Date Signed

Listing of Surface Transportation Providers in Project Area

Table 1: Transit Providers Operating Under Authority of Applicant

Note: List applicant as number one if it actually operates/provides services

Provider Operating Under Contract to (Legal Name of Applicant)

City of Marshalltown/Marshalltown Municipal Transit

List transit operations showing their current status as of (date)
April 27, 2015

Union Code ATU - Amalgamated Transit Union; AFSCME - American Federation of State, County, and Municipal Employees; IBEW - International Brotherhood of Electrical Workers; IBT - International Brotherhood of Teamsters; IUOE - International Union of Operating Engineers; IUPAT - International Union of Painters and Allied Trades; NONE; OTHER **Address and e-Mail Address must be included for all agencies with a union affiliation.**	**Use Union Code**		**check if Yes**				
	Union Local Number	**Union/ Bargaining Unit**	**Crosses Urban Boundary**	**Crosses Regional Boundary**	**Crosses State Boundary**	**Receiving Public Money**	**Private-For-Profit**
1. Region 6 Planning Commission / Peoplerides 903 east Main Street, Marshalltown, Iowa 50158 llynch@region6planning.org			☒	☐	☐	☒	☐
2.			☐	☐	☐	☐	☐
3.			☐	☐	☐	☐	☐
4.			☐	☐	☐	☐	☐
5.			☐	☐	☐	☐	☐
6.			☐	☐	☐	☐	☐
7.			☐	☐	☐	☐	☐

Listing of Surface Transportation Providers in Project Area

Table 2: Transit Providers Not Operating Under Authority of Applicant

List all other public, private, and non-profit transportation providers which operate or offer services in Applicant's service area, including intercity bus companies, taxis, and social service agencies.

Services/Programs Operating Independently From: (Legal Name of Applicant)

City of Marshalltown/Marshalltown Municipal Transit

List transit operations showing their current status as of (date)
April 27, 2015

Union Code ATU - Amalgamated Transit Union; AFSCME - American Federation of State, County, and Municipal Employees; IBEW - International Brotherhood of Electrical Workers; IBT - International Brotherhood of Teamsters; IUOE - International Union of Operating Engineers; IUPAT - International Union of Painters and Allied Trades; NONE; OTHER **Address and e-Mail Address must be included.**		**Use Union Code**		**check if Yes**				
		Union Local Number	**Union/ Bargaining Unit**	**Crosses Urban Boundary**	**Crosses Regional Boundary**	**Crosses State Boundary**	**Receiving Public Money**	**Private-For-Profit**
1.	Cabs of Marshalltown, 3008 south Center Street, Marshalltown, Iowa 50158			☒	☒	☐	☐	☒
2.				☐	☐	☐	☐	☐
3.				☐	☐	☐	☐	☐
4.				☐	☐	☐	☐	☐
5.				☐	☐	☐	☐	☐
6.				☐	☐	☐	☐	☐
7.				☐	☐	☐	☐	☐

CERTIFICATE OF COST ALLOCATION PLAN

This is to certify that I have reviewed the cost allocation plan submitted herewith and to the best of my knowledge and belief that:

(1) All costs and information included in this proposal dated April 27, 2015 to establish cost allocations or billings for **FY 2016** are allowable in accordance with (please check the applicable CFR):

- ☒ 2 CFR Part 225 (formerly OMB Circular A-87), "Cost Principles for State, Local and Indian Tribal Governments.", or
- ☐ 2 CFR Part 230 (formerly OMB Circular A-122), "Cost Principles for Non-profit Organizations."

(2) All costs have been accorded consistent treatment in accordance with generally accepted accounting principles,

(3) An adequate accounting and statistical system exists to support claims that will be made under the Plan,

(4) The information provided in support of the Cost Allocation Plan is accurate, and

(5) All federally unallowable costs have been excluded from allocations.

I declare under penalty of perjury that the foregoing is true and correct.

Signed by the official having the authority to negotiate indirect cost rates for the organization or by a higher level official.

Signature

James L. Lowrance
Print Name

Mayor
Title

City of Marshalltown, Iowa
Name of Organization

April 27, 2015
Date Signed

CERTIFICATE OF INDIRECT COSTS

This is to certify that I have reviewed the indirect cost proposal submitted herewith and to the best of my knowledge and belief:

(1) All costs included in this proposal dated April 27, 2015 to establish billing or final indirect costs for **FY 2016** are allowable in accordance with the requirements of the Federal award(s) to which they apply and (please check the applicable CFR):

- ☒ 2 CFR Part 225 (formerly OMB Circular A-87), "Cost Principles for State, Local and Indian Tribal Governments.", or
- ☐ 2 CFR Part 230 (formerly OMB Circular A-122), "Cost Principles for Non-profit Organizations."

All unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan or indirect cost rate proposal.

(2) All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently, and the Federal Government will be notified of any accounting changes that would affect the negotiated rate (if any).

Subject to the provisions of the Program Fraud Civil Remedies Act of 1986, (31 USC 3801 et seq.), and the Department of Labor's implementing regulations, (29 CFR Part 22), the False Claims Act (18 USC 287 and 31 USC 3729); and the False Statement Act (18 USC 1001), I declare to the best of my knowledge that the foregoing is true and correct.

Signed by the official having the authority to negotiate indirect cost rates for the organization or by a higher level official.

Signature

James L. Lowrance
Print Name

Mayor
Title

City of Marshalltown, Iowa
Name of Organization

April 27, 2015
Date Signed

LOBBYING COST CERTIFICATE

I hereby certify that City of Marshalltown/Marshalltown Municipal Transit
(Legal Name of Applicant)
has complied with the requirements and standards on lobbying costs in 2 CFR Part 230 (formerly OMB Circular A-122), "Cost Principles for Non-profit Organizations." for **FY 2016** in that:

(1) No costs are used to attempt to influence outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity.

(2) No costs are used to establish, administer, contribute to, or pay the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections.

(3) No costs are used to attempt to influence and Federal or State legislation enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation or by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to, or participate in, any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.

(4) No costs are used for legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying

I declare under penalty of perjury that the foregoing is true and **correct.**

Signed by the official having the authority to negotiate indirect cost rates for the organization or by a higher level official.

Signature

James L. Lowrance
Print Name

Mayor
Title

City of Marshalltown, Iowa
Name of Organization

April 27, 2015
Date Signed

Iowa Department of Transportation
Form 105101 (03-09)

MINORITY IMPACT STATEMENT

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code Section 8.11, all grant applications submitted to the state of Iowa that are due beginning January 1, 2009 shall include a Minority Impact Statement. This is the state's mechanism for requiring grant applicants to consider the potential impact of the grant project's proposed programs or policies on minority groups.

Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s). Submit additional pages as necessary.

☐ The proposed grant project programs or policies could have a disproportionate or unique **positive** impact on minority persons.

Describe the positive impact expected from this project.

Indicate which group is impacted:

☐ Women ☐ Persons with a disability ☐ Blacks ☐ Latinos ☐ Asians
☐ Pacific Islanders ☐ American Indians ☐ Alaskan Native Americans ☐ Other

☐ The proposed grant project programs or policies could have a disproportionate or unique **negative** impact on minority persons.

Describe the negative impact expected from this project.

Present the rationale for the existence of the proposed program or policy.

Provide evidence of consultation with representatives of the minority groups impacted.

Indicate which group is impacted:

☐ Women ☐ Persons with a disability ☐ Blacks ☐ Latinos ☐ Asians
☐ Pacific Islanders ☐ American Indians ☐ Alaskan Native Americans ☐ Other

☒ The proposed grant project programs or policies are **not expected to have** a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact. There will be no changes in service and there will be no significant changes on the fixed routes resulting in any environmental impact.

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge:

Name: _____

Title: Mayor of The City of Marshalltown, Iowa

Definitions

"Minority Persons," as defined in Iowa Code Section 8.11, means individuals who are women, persons with a disability, Blacks, Latinos, Asians or Pacific Islanders, American Indians, and Alaskan Native Americans.

"Disability," as defined in Iowa Code Section 15.102, subsection 7, paragraph "b," subparagraph (1):
b. As used in this subsection:

(1) *"Disability"* means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

"Disability" does not include any of the following:

(a) Homosexuality or bisexuality.
(b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
(c) Compulsive gambling, kleptomania, or pyromania.
(d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"State Agency," as defined in Iowa Code Section 8.11, means a department, board, bureau, commission, or other agency or authority of the state of Iowa.

Iowa Department of Transportation

Certification of Equal Access for Persons with Disabilities

(Required before purchase of vehicle without access features required in 49 CFR, Part 38)

I hereby certify, that when viewed in its entirety, the demand-responsive passenger transportation program of Marshalltown Municipal Transit provides disabled persons with access equal to that afforded to any other persons in terms of the following criteria.

1) Response time
2) Fares
3) Geographic area of service
4) Hours and days of service
5) Restrictions based on trip purpose
6) Availability of information and reservations capabilities
7) Constraints on capacity or service availability

Certified this 27th day of April, 2015

_____

(Signature)

(Typed/Printed name) James L. Lowrance

(Title) Mayor

Please complete the ADA Needs Analysis for Demand Responsive Public Transit information and submit it with the Consolidated Transit Funding Application.

Americans with Disabilities Act (ADA) Needs Analysis for Demand Responsive Public Transit

The ADA requires demand-responsive public transit systems to provide program accessibility for persons with disabilities. Such features and services of your transit system must be provided in the most integrated manner possible. Unlike fixed-route systems, a demand-responsive system is not required to buy only accessible vehicles, but may purchase nonaccessible transit vehicles once it has reached the point where it can assure that an individual with a disability calling in for service on any part of the system can be transported via an accessible vehicle as quickly as a nondisabled person requesting service in the same area. Trip purpose restrictions, advance reservations requirements, etc., are allowable so long as they do not impact disabled persons any differently than they do others.

Although the vehicle accessibility standards are probably the most noticeable of the ADA access requirements, for the demand-responsive system access to the ride-request/dispatch function is every bit as critical and must be considered a priority in programming. An analysis should be completed documenting how ride requests/ reservations are handled for all parts of the public transit system. (For brokered systems such an analysis must cover all vehicles purchased with U.S. DOT funding plus any other vehicles for which statistics are counted for funding purposes). In each case, access to phone-in facilities must be provided for hearing impaired persons and access to face-to-face reservation facilities must be provided for persons with mobility impairments, whether these requirements are currently met and, if not, how they will be met in the future including a listing of any capital improvements needed to accomplish that. (It may not always be necessary for the transit system to own telephone equipment for hearing impaired persons, but arrangements must be made which do not involve considerably more effort.)

Access to system information is also a critical need under ADA. Any alternate phone number(s) for hearing disabled persons must be prominently featured in system literature. All literature must also be available in Braille or taped cassette formats for visually impaired persons. (Remember that all system services must be described in system literature and that such literature must include the information that **these services are open to the public, including persons with disabilities, without discrimination**).

Outlets for ticket/pass sales or locations for obtaining eligibility identification cards must be accessible to all persons with disabilities. The analysis should identify any such outlets/locations for the system. For each, an assessment should be made of whether it is currently accessible or, if not, what will need to be done to provide access. (Remember that sometimes it is more sensible to change the location than to do any kind of major retrofitting of a facility.)

Access to public transit vehicles by disabled persons is the heart of the ADA's transportation title. As mentioned earlier, fixed-route transit systems must buy only vehicles that are accessible to persons with a wide array of disabilities that would prevent their usage of today's (or yesterday's) "standard buses." Demand-responsive transit systems must also buy only accessible vehicles, unless they can already provide accessible service to any disabled person requesting to ride on any part of the system just as quickly as a nondisabled person.

At first reading this would appear to have little impact on Iowa's demand-responsive public transit systems because most have had significant numbers of "lift-equipped" vehicles in their fleets to carry persons in wheelchairs. The ADA rules, however, set a higher standard of accessibility that most existing vehicles do not meet. Under ADA, to be considered accessible vehicles must have longer platforms on their lifts so that they can carry the popular three-wheel scooter mobility devices as well as traditional wheelchairs. They must have a double handrail on

the lifts to carry persons unable to comfortably climb stairs, but not yet using a wheelchair. They must transport the mobility devices in a forward or rearward facing orientation, instead of the more dangerous but cheaper side-facing positions, and the securement systems used must provide better protection than most of those currently in use. They must also allow either 56 or 68 inches of headroom from the lift to the securement location. There are also other minor new requirements.

The first step in analyzing whether vehicles to be purchased by a demand-responsive transit provider must be accessible is to evaluate the existing fleet. How many existing vehicles meet the accessibility standards? Are there any others, which can with only minor changes be brought into compliance?

Next, the various services provided under the auspices of the system should be examined. In each case an assessment should be made whether the service is currently provided with an accessible vehicle, and if it is not, whether there is some other accessible vehicle available to provide the service if someone in a scooter, for instance, might request a ride. The assessment may involve programming a retrofit of existing vehicles to meet the accessibility standard, but prior to the system programming purchase of any non-accessible vehicles. The assessment should document the way by which the system is able to respond to a request for accessible transportation on any of its services in a way that matches the response time for nondisabled ride requests.

Other facets of the transit program are also affected by ADA. All transit board meetings, advisory meetings, planning meetings, etc., are required to be open to the public. The meeting locations must be fully accessible to persons with disabilities. Such access must include access to water fountains, restrooms, vending machines or other amenities available to others involved in the meeting. As with other functions such as ticket sales, etc., the remedy need not involve changes to the current site, but could instead merely involve scheduling the meetings at a different location where accessibility features are available. Thought should also be given to scheduling meetings when accessible transit service is available or providing special service for persons wishing to attend the meetings.

Even once all transit functions, which involve interfacing with the public, are made accessible to persons with disabilities there may still remain workplace accessibility concerns under ADA. This might be especially true if some of the public functions have been made accessible by relocating them to a different site. Workplace accessibility for both office and garage facilities becomes a factor if any new construction, additions or modifications are anticipated. The new areas must be designed for full accessibility and with additions or modifications, to the extent that cost is not disproportionate to the overall project total. It is required that restrooms, drinking fountains, etc., serving the new or remodeled areas must also be made accessible. Even in the absence of any planned additions or remodeling, the employment provisions of ADA require that reasonable accommodations be made in existing work sites to allow a qualified employment candidate with disability to access the workplace and perform their job duties.

Access to vehicle dispatch/ride reservations
What arrangements have been made to allow access to dispatch service by persons with hearing impairments? (Examples: equipping dispatch with a Telecommunications Device for the Deaf (TDD), having calls relayed by other agency with TDD, etc.) **We use Relay Iowa.**

Do the above-described arrangements cover all transportation services provided as part of the transit program and do they avoid imposing any greater cost or inconvenience on such disabled

persons than on other riders? (i.e., toll call vs. toll-free call or shorter hours). **The complementary paratransit service is open to the public the exact same hours as the fixed routes.**

Are these arrangements prominently publicized in all system literature or media advertising? **We display it on system literature.**

Describe any special outreach conducted to inform hearing-impaired persons of this access to the dispatch function. **The transit administrator has meet with the hearing impaired group of Marshalltown in person.**

Access to system information

What efforts have been undertaken to make system information (such as brochures, schedules, etc.) accessible to persons with visual impairments (examples: audiotape version available, Braille version available, large print version available)? **MMT has both large print and audiotapes available upon request.**

Does all literature/advertising include information that all services are **open to the general public, including persons with disabilities? Yes, this includes bus signage, bus schedules, city council meeting agendas and passenger handbooks.**

Describe any special outreach conducted to inform various segments of the disabilities community of service accessibility. **The transit administrator has meet with disabled people ot agencies that work with them.**

Access to ticket/token/pass/identification (ID) outlets

If your system allows or requires users to pay fares or obtain ID's at any location other than aboard a transit vehicle, describe each such location, what function it is used for, and whether the site itself is accessible to persons with disabilities as well as whether any public restrooms, drinking fountains, etc., serving the site are accessible.

Location	Public transit function (s)	Site accessible	Amenities available	Public amenities available
City Hall	Ticket outlet	ramp and electric door	water fountain, restrooms, chairs, A/C and heaters	The same
HyVee	Ticket Outlet	automatic doors	water fountain, restrooms, A/C and heaters	The Same
HyVee Drugstore	Ticket Outlet	automatic doors	water fountain, restrooms, A/C and heaters	The Same

Workforce Center	Ticket Outlet	automatic doors	water fountain, restrooms, an elevator, A/C and heaters	The Same
Mid-Iowa Workshops	Ticket Outlet	automatic doors	water fountain, restrooms, A/C and heaters	The Same
Iowa Veterans Home	Ticket Outlet	automatic doors	water fountain, restrooms, chairs, A/C and heaters	The Same
Marshalltown High School	Ticket Outlet	automatic doors	water fountain, restrooms, chairs, A/C and heaters	The Same

Fleet accessibility

List all passenger vehicles in public transit fleet, including both vehicles bought with state or federal transit funds and vehicles bought with any other funds that are used to provide services counted toward public transit formula funding. For each, list ID number and length, then indicate whether the vehicle meets the various ADA standards for accessibility (see Appendix M in your Agreement Binder).

Fleet ID#	101	105	109	121
Vehicle length	30'	30'	30'	30'
ADA lift	No	No	No	No
ADA ramp	Yes	Yes	Yes	Yes
ADA headroom	Yes	Yes	Yes	Yes
ADA securement locations	Two	Four	Two	Two
ADA securement systems	Q-Straint	Q-Straint	Q-Straint	Q-Straint
ADA lighting	Yes	Yes	Yes	Yes
ADA priority seating	Yes	Yes	Yes	Yes
ADA handrails	Yes	Yes	Yes	Yes

Fleet ID#	131	821	871	911
Vehicle length	30'	30'	30'	30'
ADA lift	No	No	No	No
ADA ramp	Yes	No	No	Yes
ADA headroom	Yes	Yes	Yes	Yes
ADA securement locations	Two	Two	Two	Two
ADA securement systems	Q-Straint	Q-Straint	Q-Straint	Q-Straint
ADA lighting	Yes	Yes	Yes	Yes
ADA priority seating	Yes	Yes	Yes	Yes
ADA handrails	Yes	Yes	Yes	Yes

Fleet ID#	922	971		
Vehicle length	30'	30'		
ADA lift	No	No		
ADA ramp	Yes	Yes		
ADA headroom	Yes	Yes		
ADA securement locations	Two	Two		

ADA securement systems	Q-Straint	Q-Straint		
ADA lighting	Yes	Yes		
ADA priority seating	Yes	Yes		
ADA handrails	Yes	Yes		

Service accessibility
List each distinct service provided by the public transit program (i.e., all services performed by vehicle listed previously). This should include a separate listing for each contract, and if a contract involves different services provided by different vehicles or covers different service areas serviced by different vehicles, these should be broken out. For each service element listed, indicate whether it is currently provided by an existing ADA accessible vehicle. For each service element that is not served by an ADA accessible vehicle, indicate, if possible, how you would be able to respond to a request to carry a 48-inch long scooter, or an individual with a walker needing lift assistance, on such service with a response time and fare matching those available for current riders.

Service	Accessible vehicle	Means for providing access
Fixed Routes	Yes	Ramp
Seasonal Routes	Yes	Ramp
Subscription Service	Yes	Ramp
Complementary Paratransit	cut-aways with lifts	PeopleRides contract (lifts)

Transit meeting access
List all meetings relating to the transit program such as board meetings, transit advisory meetings, planning advisory meetings, budget meetings, public hearings, etc., and their normal location. For each location, note whether the site itself is accessible to persons with disabilities and whether any amenities (restrooms, drinking fountains, vending areas, etc.) available to persons attending the meetings at the site are accessible.

Meeting	Location	Accessible Site	Accessible amenities
Public hearings	City Hall Council Chambers	Ramp, ADA door, elevator, A/C and heaters	water fountain, restrooms, chairs, A/C and heaters
Board Meetings	City Hall Council Chambers	Ramp, ADA door, elevator, A/C and heaters	water fountain, restrooms, chairs, A/C and heaters
Planning Advisory Meetings	Courthouse, Second Floor	ADA door, elevator, A/C and heaters	water fountain, restrooms, chairs, A/C and heaters

Access to workplace
List all locations where persons involved in any aspects of providing the transportation services listed previously work. This would include administrative offices, dispatching areas, driver staging areas, vehicle maintenance areas, purchasing offices, coordinator or outreach offices if supported by transit, etc. For each, note whether the persons working at this site are employees of the transit system or employees of subcontractors, then note whether the site is accessible to persons with disabilities and whether the amenities available at the site for people working there are accessible.

Worksite	System employee or contractors	Site accessible	Amenities accessible
Administrative Offices	Employees and Contractors	ADA front door	water fountain, restrooms, chairs, A/C and heaters
Dispatching	Employees and Contractors	ADA front door	water fountain, restrooms, chairs, A/C and heaters
Driver Staging Area	Employees Only	ADA front door	water fountain, restrooms, chairs, A/C and heaters
Maintenance Area	Employees Only	ADA front door	water fountain, restrooms, chairs, A/C and heaters

FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

PREFACE

Except as the Federal Transit Administration (FTA or We) determines otherwise in writing, before FTA may award Federal transit assistance (funding or funds) in the form of a Federal Grant, Cooperative Agreement, Loan, Line of credit, or Loan Guarantee to support a public transportation Project, an Authorized Representative (You) of the Project Sponsor (Applicant) must select certain Certifications and Assurances required by Federal law or regulation. Among other things, the Authorized Representative must be duly authorized by the Applicant to sign these Certifications and Assurances and bind its compliance. You, as your Applicant's Authorized Representative, must select all Certifications and Assurances that your Applicant must provide to support its application(s) for FTA funding during Federal fiscal year (FY) 2015.

We request that you read each Certification and Assurance and select those that will apply to all Projects for which your Applicant might seek FTA funding. As required by Federal law and regulation, only if you select adequate Certifications and Assurances on your Applicant's behalf, may FTA award Federal funding for its Project.

We have consolidated our Certifications and Assurances into twenty-four (24) Groups. At a minimum, you must select the Assurances in Group 01 on your Applicant's behalf. If your Applicant requests more than $100,000 in Federal funding, you must also select the "Lobbying" Certification in Group 02, unless your Applicant is an Indian tribe, Indian organization, or a tribal organization. Depending on the nature of your Applicant and its Project, you may also need to select some Certifications and Assurances in Groups 03 through 24. Instead of selecting individual Groups of Certifications and Assurances, however, you may make a single selection that will encompass all twenty-four (24) Groups of Certifications and Assurances that apply to all our programs.

FTA, your Applicant, and you, as your Applicant's Authorized Representative, understand and agree that not every provision of these twenty-four (24) Groups of Certifications and Assurances will apply to every Applicant or every Project FTA funds, even if you make a single selection encompassing all twenty-four (24) Groups. Nor will every provision of all Certifications and Assurances within a single Group apply if that provision does not apply to your Applicant or its Project. The type of Project and Applicant will determine which Certifications and Assurances apply.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and each Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

Except as FTA determines otherwise in writing, if your Applicant is a team, consortium, joint venture, or partnership, it understands and agrees that you must identify the activities each member will perform and the extent to which each will be responsible for compliance with the Certifications and Assurances that you select on its behalf, and whether the member will serve as a Recipient, Subrecipient, or Third Party Contractor.

It is important that your Applicant and you also understand that these Certifications and Assurances are pre-award requirements, generally imposed by Federal law or regulation, and do not include all Federal requirements that may apply to it or its Project. Our FTA Master Agreement for Federal FY 2015, MA(21), is available at http://www.fta.dot.gov, and contains a list of most of those requirements.

We expect you to submit your Applicant's FY 2015 Certifications and Assurances and its applications for funding in TEAM-Web. You must be registered in TEAM-Web to submit the FTA FY 2015 Certifications and Assurances on its behalf. The TEAM-Web "Recipients" option at the "Cert's & Assurances" tab of the "View/Modify Recipients" page contains fields for selecting among the twenty-four (24) Groups of Certifications and Assurances and a designated field for selecting all twenty-four (24) Groups of Certifications and Assurances. If FTA agrees that you cannot submit your Applicant's FY 2015 Certifications and Assurances electronically, you must submit the Signature Pages at the end of this document, as FTA directs, marked to show the Groups of Certifications and Assurances that it is submitting.

Be aware that these Certifications and Assurances have been prepared in light of:

- *FTA's latest authorization legislation, Moving Ahead for Progress in the 21st Century Act (MAP-21), Pub. L. 112-141, June 6, 2012,*
- *FTA's authorizing legislation in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply,*
- *The Highway and Transportation Funding Act of 2014, Pub. L. 113-159, August 8, 2014, and*
- *Continuing Appropriations Resolution, 2015, Pub. L. 113-164, September 19, 2014 and other Appropriations Acts or Continuing Resolutions funding the Department of Transportation during Fiscal Year 2015.*

With certain exceptions, Projects financed in FY 2015 with funds appropriated or made available for FY 2012 or a previous fiscal year must be in compliance with the requirements for that type of Project in effect during the fiscal year for which the funding was derived, except as superseded by MAP-21 cross-cutting requirements that apply.

GROUP 01. REQUIRED CERTIFICATIONS AND ASSURANCES FOR EACH APPLICANT.

Before FTA may provide funding for your Applicant's Project, in addition to any other Certifications and Assurances that you must select on your Applicant's behalf, you must

also select the Certifications and Assurances in Group 01, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications and Assurances in Group 01 that does not apply will not be enforced.

01.A. Certification and Assurance of Authority of the Applicant and Its Authorized Representative.

You certify and affirm that both you, as your Applicant's Authorized Representative, and your Applicant's attorney, who is authorized to represent your Applicant in legal matters, who sign these Certifications, Assurances, and Agreements, may undertake the following activities on its behalf, in compliance with applicable State, local, or Indian tribal laws and regulations, and its by-laws or internal rules:

1. Execute and file its application for Federal funds,
2. Execute and file its Certifications, Assurances, Charter Service Agreement, and School Bus Agreement, as applicable, binding its compliance,
3. Execute the Grant Agreement, Cooperative agreement, Loan, Loan Guarantee, or Line of Credit, for which the Applicant is seeking FTA funding,
4. Comply with applicable Federal laws and regulations, and
5. Follow applicable Federal guidance.

01.B. Standard Assurances.

On behalf of your Applicant, you assure that it understands and agrees to the following:

1. It will comply with all applicable Federal statutes and regulations to carry out any FTA-funded Project,
2. It is under a continuing obligation to comply with the terms and conditions of its Grant Agreement or Cooperative Agreement with FTA for its Project, including the FTA Master Agreement incorporated by reference and made part of the latest amendment to that Grant Agreement or Cooperative Agreement,
3. It recognizes that Federal laws and regulations may be amended from time to time and those amendments may affect Project implementation,
4. It understands that Presidential executive orders and Federal guidance, including Federal policies and program guidance, may be issued concerning matters affecting it or its Project,

FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

5. It agrees that the most recent Federal laws, regulations, and guidance will apply to its Project, except as FTA determines otherwise in writing,
6. Except as FTA determines otherwise in writing, it agrees that requirements for FTA programs may vary depending on the fiscal year for which the funding for those programs was appropriated:
   a. In some instances, FTA has determined that Federal statutory or regulatory program and eligibility requirements for FY 2012 or a specific previous fiscal year, except as superseded by applicable MAP-21 cross-cutting requirements, apply to:
      (1) New Grants and Cooperative Agreements, and
      (2) New Amendments to Grants and Cooperative Agreements that:
         (a) Have been awarded Federal funds appropriated or made available for FY 2012 or the previous fiscal year, or
         (b) May be awarded Federal funds appropriated or made available for FY 2012 or the previous fiscal year, but
   b. In other instances, FTA has determined that MAP-21 requirements will apply to Federal funds appropriated or made available for FY 2012 or a previous fiscal year, and
   c. For all FTA-funded Projects, the following MAP-21 cross-cutting requirements supersede and apply in lieu of conflicting provisions of previous Federal law and regulations:
      (1) Metropolitan and Statewide and Nonmetropolitan Transportation Planning,
      (2) Environmental Review Process,
      (3) Public Transportation Agency Safety Plans,
      (4) Transit Asset Management Provisions (and Asset Inventory and Condition Reporting),
      (5) Costs Incurred by Providers of Public Transportation by Vanpool,
      (6) Revenue Bonds as Local Match,
      (7) Debt Service Reserve,
      (8) Government's Share of Cost of Vehicles, Vehicle-Equipment, and Facilities for ADA and Clean Air Act Compliance,
      (9) Private Sector Participation,
      (10) Bus Testing,
      (11) Buy America,
      (12) Corridor Preservation,
      (13) Rail Car Procurements,
      (14) Veterans Preference/Employment,
      (15) Alcohol and Controlled Substance Testing, and
      (16) Other provisions as FTA may determine.[1]

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[1] More information about these matters appears in the Federal Transit Administration, "Notice of FTA Transit Program Changes, Authorized Funding Levels and Implementation of the Moving Ahead for Progress in the 21st Century Act (MAP-21) and FTA FY 2013 Apportionments, Allocations, Program Information and Interim Guidance," 77 Fed. Reg. 663670, Oct. 16, 2012.

FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

01.C. Intergovernmental Review Assurance.

(This assurance in Group 01.C does not apply to an Indian tribe, an Indian organization or a tribal organization that applies for funding made available for 49 U.S.C. 5311(c)(1), which authorizes FTA's Tribal Transit Programs.)

As required by U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17, on behalf of your Applicant, you assure that it has submitted or will submit each application for Federal funding to the appropriate State and local agencies for intergovernmental review, to facilitate compliance with those regulations.

01.D. Nondiscrimination Assurance.

On behalf of your Applicant, you assure that:

1. It will comply with the following laws and regulations so that no person in the United States will be denied the benefits of, or otherwise be subjected to, discrimination in any U.S. DOT or FTA-funded program or activity (particularly in the level and quality of transportation services and transportation-related benefits) on the basis of race, color, national origin, religion, sex, disability, or age:
   a. Federal transit laws, specifically 49 U.S.C. 5332(prohibiting discrimination on the basis of race, color, religion, national origin, sex, disability, age, employment, or business opportunity),
   b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d,
   c. The Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*,
   d. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*,
   e. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21,
   f. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
   g. Any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated,
2. It will comply with Federal guidance implementing Federal nondiscrimination laws and regulations, except to the extent FTA determines otherwise in writing,
3. As required by 49 CFR 21.7:
   a. It will comply with 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 in the manner:
      (1) It conducts each Project,
      (2) It undertakes property acquisitions, and
      (3) It operates all parts of its facilities, as well as its facilities operated in connection with its Project,
   b. This assurance applies to its entire Project and to all parts of its facilities, as well as its facilities operated to implement its Project,

c. It will promptly take the necessary actions to carry out this assurance, including the following:
   (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA, and
   (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request,
d. If it transfers FTA-funded real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:
   (1) While the property is used for the purpose that the Federal funding is extended, or
   (2) While the property is used for another purpose involving the provision of similar services or benefits,
e. The United States has a right to seek judicial enforcement of any matter arising under:
   (1) Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
   (2) U.S. DOT regulations, 49 CFR part 21, or
   (3) This assurance,
f. It will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:
   (1) Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
   (2) U.S. DOT regulations, 49 CFR part 21, and
   (3) Federal transit laws, 49 U.S.C. 5332,
g. It will comply with applicable Federal guidance issued to implement Federal nondiscrimination requirements, except as FTA determines otherwise in writing,
h. It will extend the requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 to each Third Party Participant, including any:
   (1) Subrecipient,
   (2) Transferee,
   (3) Third Party Contractor or Subcontractor at any tier,
   (4) Successor in Interest,
   (5) Lessee, or
   (6) Other participant in its Project, except FTA and the Applicant (that later becomes the Recipient),
i. It will include adequate provisions to extend the requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 to each third party agreement, including each:
   (1) Subagreement at any tier,
   (2) Property transfer agreement,
   (3) Third party contract or subcontract at any tier,
   (4) Lease, or
   (5) Participation agreement, and
j. The assurances you have made on its behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:

(1) Federal funding is extended to its Project,
(2) Its Project property is used for a purpose for which the Federal funding is extended,
(3) Its Project property is used for a purpose involving the provision of similar services or benefits,
(4) It retains ownership or possession of its Project property, or
(5) FTA may otherwise determine in writing, and

4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR 27.9, and consistent with 49 U.S.C. 5307(c)(1)(D)(ii), you assure that:
   a. It will comply with the following prohibitions against discrimination on the basis of disability listed below in subsection 4.b of this Group 01.D Assurance, of which compliance is a condition of approval or extension of any FTA funding awarded to:
      (1) Construct any facility,
      (2) Obtain any rolling stock or other equipment,
      (3) Undertake studies,
      (4) Conduct research, or
      (5) Participate in any benefit or obtain any benefit from any FTA administered program, and
   b. In any program or activity receiving or benefiting from Federal funding that U.S. DOT administers, no qualified people with a disability will, because of their disability, be:
      (1) Excluded from participation,
      (2) Denied benefits, or
      (3) Otherwise subjected to discrimination.

01.E. Suspension and Debarment Certification.

On behalf of your Applicant, you certify that:

1. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
   a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
      (1) Debarred,
      (2) Suspended,
      (3) Proposed for debarment,
      (4) Declared ineligible,

(5) Voluntarily excluded, or
(6) Disqualified,

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
   (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
   (2) Violation of any Federal or State antitrust statute, or
   (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 1.E.2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the preceding statements of subsections 2.a – 2.d of this Group 01.E Certification, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
   (1) Equals or exceeds $25,000,
   (2) Is for audit services, or
   (3) Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:
   (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
   (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
      (a) Debarred from participation in its federally-funded Project,
      (b) Suspended from participation in its federally-funded Project,
      (c) Proposed for debarment from participation in its federally-funded Project,
      (d) Declared ineligible to participate in its federally-funded Project,
      (e) Voluntarily excluded from participation in its federally-funded Project, or
      (f) Disqualified from participation in its federally-funded Project, and

5. It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Group 01.E Certification.

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01.F. U.S. OMB Assurances in SF-424B and SF-424D.

The assurances in Group 01.F are consistent with the U.S. OMB assurances required in the U.S. OMB SF-424B and SF-424D, and updated as necessary to reflect changes in Federal laws and regulations.

1. *Administrative Activities.* On behalf of your Applicant, you assure that:
   a. For every Project described in any application it submits for Federal funding, it has adequate resources to properly plan, manage, and complete its Project, including the:
      (1) Legal authority to apply for Federal funding,
      (2) Institutional capability,
      (3) Managerial capability, and
      (4) Financial capability (including funds sufficient to pay the non-Federal share of Project cost),
   b. As required, it will give access and the right to examine Project-related materials to entities or individuals including, but not limited to the:
      (1) FTA,
      (2) The Comptroller General of the United States, and
      (3) State, through an appropriate authorized representative,
   c. It will establish a proper accounting system in accordance with generally accepted accounting standards or FTA guidance, and
   d. It will establish safeguards to prohibit employees from using their positions for a purpose that results in:
      (1) A personal or organizational conflict of interest, or personal gain, or
      (2) The appearance of a personal or organizational conflict of interest or personal gain,
2. *Project Specifics.* On behalf of your Applicant, you assure that:
   a. Following receipt of an FTA award, it will begin and complete Project work within the time periods that apply,
   b. For FTA-funded construction Projects:
      (1) It will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications,
      (2) It will provide and maintain competent and adequate engineering supervision at the construction site to assure that the completed work conforms with the approved plans and specifications,
      (3) It will include a covenant to assure nondiscrimination during the useful life of its Project in its title to federally-funded real property,
      (4) To the extent FTA requires, it will record the Federal interest in the title to FTA-funded real property or interests in real property, and
      (5) It will not alter the site of the FTA-funded construction Project or facilities without permission or instructions from FTA by:
         (a) Disposing of the underlying real property or other interest in the site and facilities,

(b) Modifying the use of the underlying real property or other interest in the site and facilities, or
(c) Changing the terms of the underlying real property title or other interest in the site and facilities, and

c. It will furnish progress reports and other information as FTA or the State may require, and

3. *Statutory and Regulatory requirements*. On behalf of your Applicant, you assure that:
   a. It will comply with all Federal statutes relating to nondiscrimination that apply, including, but not limited to:
      (1) The prohibitions against discrimination on the basis of race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
      (2) The prohibitions against discrimination on the basis of sex, as provided in:
         (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 – 1683, and 1685 – 1687, and
         (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25,
      (3) The prohibitions against discrimination on the basis of age in federally-funded programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 – 6107,
      (4) The prohibitions against discrimination on the basis of disability in federally -funded programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794,
      (5) The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*,
      (6) The prohibitions against discrimination in the sale, rental, or financing of housing, as provided in Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*,
      (7) The prohibitions against discrimination on the basis of drug abuse, as provided in the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 *et seq.*,
      (8) The prohibitions against discrimination on the basis of alcohol abuse, as provided in the Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. 4541 *et seq.*,
      (9) The confidentiality requirements for records of alcohol and drug abuse patients, as provided in the Public Health Service Act, as amended, 42 U.S.C. 290dd – 290dd-2, and
      (10) The nondiscrimination provisions of any other statute(s) that may apply to its Project,
   b. As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. 4601 *et seq.*, and 49 U.S.C. 5323(b), regardless of whether Federal funding has been provided for any of the real property acquired for Project purposes:

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(1) It will provide for fair and equitable treatment of any displaced persons, or any persons whose property is acquired as a result of federally-funded programs,

(2) It has the necessary legal authority under State and local laws and regulations to comply with:
   (a) The Uniform Relocation Act. 42 U.S.C. 4601 *et seq.*, as specified by 42 U.S.C. 4630 and 4655, and
   (b) U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, specifically 49 CFR 24.4, and

(3) It has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
   (a) It will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24,
   (b) As required by 42 U.S.C. 4622, 4623, and 4624, and 49 CFR part 24, if an FTA-funded Project results in displacement, it will provide fair and reasonable relocation payments and assistance to:
      1 Displaced families or individuals, and
      2 Displaced corporations, associations, or partnerships,
   (c) As provided by 42 U.S.C. 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:
      1 Displaced families and individuals, and
      2 Displaced corporations, associations, or partnerships,
   (d) As required by 42 U.S.C. 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals,
   (e) It will:
      1 Carry out the relocation process to provide displaced persons with uniform and consistent services, and
      2 Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin,
   (f) It will be guided by the real property acquisition policies of 42 U.S.C. 4651 and 4652,
   (g) It will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, understanding that FTA will provide Federal funding for its eligible costs for providing payments for those expenses, as required by 42 U.S.C. 4631,
   (h) It will execute the necessary implementing amendments to FTA-funded third party contracts and subagreements,
   (i) It will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances,

(j) It will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, relating to any FTA-funded Project involving relocation or land acquisition, and

(k) It will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions,

c. It will comply with the Lead-Based Paint Poisoning Prevention Act, specifically 42 U.S.C. 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures,

d. It will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by Federal funding of:
   (1) The National Research Act, as amended, 42 U.S.C. 289 *et seq.*, and
   (2) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11,

e. It will, to the extent applicable, comply with the labor standards and protections for federally-funded Projects of:
   (1) The Davis-Bacon Act, as amended, 40 U.S.C. 3141 – 3144, 3146, and 3147,
   (2) Sections 1 and 2 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and 40 U.S.C. 3145, respectively, and
   (3) The Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*,

f. It will comply with any applicable environmental standards prescribed to implement Federal laws and executive orders, including, but not limited to:
   (l) Complying with the institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 – 4335 and following Executive Order No. 11514, as amended, 42 U.S.C. 4321 note,
   (2) Following the notification of violating facilities provisions of Executive Order No. 11738, 42 U.S.C. 7606 note,
   (3) Following the protection of wetlands provisions of Executive Order No. 11990, 42 U.S.C. 4321 note,
   (4) Following the evaluation of flood hazards in floodplains provisions of Executive Order No. 11988, 42 U.S.C. 4321 note,
   (5) Complying with the assurance of Project consistency with the approved State management program developed pursuant to the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 – 1465,
   (6) Complying with the Conformity of Federal Actions to State (Clean Air) Implementation Plans requirements under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 – 7671q,
   (7) Complying with the protections for underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f – 300j-6,
   (8) Complying with the protections for endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 – 1544,

(9) Complying with the environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation Project, as required by 49 U.S.C. 303 (also known as "Section 4f"),

(10) Complying with the protections for national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 – 1287, and

(11) Complying with and facilitating compliance with:

(a) Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f,

(b) The Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469 – 469c, and

(c) Executive Order No. 11593 (identification and protection of historic properties), 16 U.S.C. 470 note,

g. To the extent applicable, it will comply with the following Federal requirements for the care, handling, and treatment of warm-blooded animals held or used for research, teaching, or other activities supported by Federal funding:

(1) The Animal Welfare Act, as amended, 7 U.S.C. 2131 *et seq.*, and

(2) U.S. Department of Agriculture regulations, "Animal Welfare," 9 CFR subchapter A, parts 1, 2, 3, and 4,

h. To the extent applicable, it will obtain a certificate of compliance with the seismic design and construction requirements of U.S. DOT regulations, "Seismic Safety," 49 CFR part 41, specifically 49 CFR 41.117(d), before accepting delivery of any FTA-funded building,

i. It will comply with, and assure that its Subrecipients located in special flood hazard areas comply with, section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), by:

(1) Participating in the Federal flood insurance program, and

(2) Purchasing flood insurance if the total cost of insurable construction and acquisition is $10,000 or more,

j. It will comply with:

(1) The Hatch Act, 5 U.S.C. 1501 – 1508, 7324 – 7326, which limits the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds, including a Federal Loan, Grant Agreement, or Cooperative Agreement, and

(2) 49 U.S.C. 5323(l)(2) and 23 U.S.C. 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA funding appropriated or made available for 49 U.S.C. chapter 53 and 23 U.S.C. 142(a)(2) to whom the Hatch Act does not otherwise apply,

k. It will perform the financial and compliance audits as required by the:
   (1) Single Audit Act Amendments of 1996, 31 U.S.C. 7501 *et seq.*,
   (2) U.S. OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," Revised, and
   (3) Most recent applicable U.S. OMB A-133 Compliance Supplement provisions for the U.S. DOT,
l. It will comply with all other Federal laws or regulations that apply, and
m. It will follow Federal guidance governing it and its Project, except to the extent that FTA has expressly approved otherwise in writing.

GROUP 02. LOBBYING.

Before FTA may provide funding for a Federal Grant or Cooperative Agreement exceeding $100,000 or a Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance exceeding $150,000, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Lobbying Certifications in Group 02, unless your Applicant is an Indian Tribe exempt from the requirements of 31 U.S.C. 1352 or FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 02 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," specifically 49 CFR 20.110:
   a. The lobbying restrictions of this Certification apply to its requests:
      (1) For $100,000 or more in Federal funding for a Grant or Cooperative Agreement, and
      (2) For $150,000 or more in Federal funding for a Loan, Line of Credit, Loan Guarantee, or Loan Insurance, and
   b. Your Certification on its behalf applies to the lobbying activities of:
      (1) It,
      (2) Its Principals, and
      (3) Its Subrecipients at the first tier,
2. To the best of your knowledge and belief:
   a. No Federal appropriated funds have been or will be paid by your Applicant or on its behalf to any person to influence or attempt to influence:

(1) An officer or employee of any Federal agency regarding the award of a:
   (a) Federal Grant or Cooperative Agreement, or
   (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, or
(2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
   (a) Federal Grant or Cooperative Agreement, or
   (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance,

b. It will submit a complete OMB Standard Form LLL (Rev. 7-97), "Disclosure of Lobbying Activities," consistent with its instructions, if any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence:
   (1) An officer or employee of any Federal agency regarding the award of a:
      (a) Federal Grant or Cooperative Agreement, or
      (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, or
   (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
      (a) Federal Grant or Cooperative Agreement, or
      (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, and
c. It will include the language of this Certification in the award documents for all subawards at all tiers, including, but not limited to:
   (1) Third party contracts,
   (2) Subcontracts,
   (3) Subagreements, and
   (4) Other third party agreements under a:
      (a) Federal Grant or Cooperative Agreement, or
      (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance,

3. It understands that:
   a. This Certification is a material representation of fact that the Federal Government relies on, and
   b. It must submit this Certification before the Federal Government may award funding for a transaction covered by 31 U.S.C. 1352, including a:
      (a) Federal Grant or Cooperative Agreement, or
      (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, and
4. It also understands that any person who does not file a required Certification will incur a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

GROUP 03. PROCUREMENT AND PROCUREMENT SYSTEMS.

We request that you select the Procurement and Procurement Systems Certification in Group 03 on behalf of your Applicant, especially if your Applicant is a State, local, or Indian tribal government with a certified procurement system, as provided in 49 CFR 18.36(g)(3)(ii).

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Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certification in Group 03 that does not apply will not be enforced.

On behalf of your Applicant, you certify that its procurements and its procurement system will comply with all Federal laws and regulations in accordance with applicable Federal guidance, except to the extent FTA has approved otherwise in writing.

GROUP 04. PRIVATE SECTOR PROTECTIONS.

Before FTA may provide funding for a Project that involves the acquisition of public transportation property or operation of public transportation facilities or equipment, in addition to other Certifications you must select on your Applicant's behalf, you must also select the Private Property Protections Assurances in Group 04.A and enter into the Agreements in Group 04.B and Group 04.C on behalf of your Applicant, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Assurances and Agreements in Group 04 that does not apply will not be enforced.

04.A. Private Property Protections.

If your Applicant is a State, local government, or Indian tribal government and seeks FTA funding to acquire the property of a private transit operator or operate public transportation in competition with or in addition to a public transportation operator, the Private Property Protections Assurances in Group 04.A apply to your Applicant, except as FTA determines otherwise in writing.

To facilitate FTA's ability to make the findings required by 49 U.S.C. 5323(a)(1), on behalf of your Applicant, you assure that:

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1. It has or will have:
   a. Determined that the funding is essential to carrying out a Program of Projects as required by 49 U.S.C. 5303, 5304, and 5306,
   b. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible, and
   c. Paid just compensation under State or local laws to the company for any franchise or property acquired, and
2. It has completed the actions described in the preceding section 1 of this Group 04.A Certification before it:
   a. Acquires the property or an interest in the property of a private provider of public transportation, or
      b. Operates public transportation equipment or facilities:
      (1) In competition with transportation service provided by an existing public transportation operator, or
      (2) In addition to transportation service provided by an existing public transportation operator.

04.B. Charter Service Agreement.

If your Applicant seeks FTA funding to acquire or operate transit facilities or equipment, the Charter Service Agreement in Group 04.B applies to your Applicant, except as FTA determines otherwise in writing.

To comply with 49 U.S.C. 5323(d) and (g) and FTA regulations, "Charter Service," 49 CFR part 604, specifically 49 CFR 604.4, on behalf of your Applicant, you are entering into the following Charter Service Agreement:

1. FTA's "Charter Service" regulations apply as follows:
   a. FTA's Charter Service regulations restrict transportation by charter service using facilities and equipment acquired by Recipients of FTA funding for transportation Projects with Federal funding derived from:
      (1) Federal transit laws, 49 U.S.C. chapter 53,
      (2) 23 U.S.C. 133 or 142, or
      (3) Any other Act that provides Federal public transportation assistance, unless otherwise excepted,
   b. FTA's charter service restrictions extend to:
      (1) Your Applicant, when it becomes a Recipient of Federal funding appropriated or made available for:
         (a) Federal transit laws, 49 U.S.C. chapter 53,
         (b) 23 U.S.C. 133 or 142, or
         (c) Any other Act that provides Federal public transportation assistance, unless otherwise excepted, and
      (2) Any Third Party Participant that receives Federal funding derived from:
         (a) Federal transit laws, 49 U.S.C. chapter 53,
         (b) 23 U.S.C. 133 or 142, or

(c) Any other Act that provides Federal public transportation assistance, unless otherwise excepted,

c. A Third Party Participant includes any:
   (1) Subrecipient at any tier,
   (2) Lessee,
   (3) Third Party Contractor or Subcontractor at any Tier, and
   (4) Other Third Party Participant in its Project,
d. You and your Applicant agree that neither it nor any governmental authority or publicly owned operator that receives Federal public transportation assistance appropriated or made available for its Project will engage in charter service operations, except as permitted under:
   (1) Federal transit laws, specifically 49 U.S.C. 5323(d) and (g),
   (2) FTA regulations, "Charter Service," 49 CFR part 604, to the extent consistent with 49 U.S.C. 5323(d) and (g),
   (3) Any other Federal Charter Service regulations, or
   (4) Federal guidance, except as FTA determines otherwise in writing,
e. You and your Applicant agree that the latest Charter Service Agreement it has selected in its latest annual Certifications and Assurances is incorporated by reference in and made part of the underlying Agreement accompanying an award of FTA funding, and
f. You and your Applicant agree that:
   (1) FTA may require corrective measures or impose remedies on it or any governmental authority or publicly owned operator that receives FTA funding appropriated or made available for its Project that has engaged in a pattern of violations of FTA's Charter Service regulations by:
      (a) Conducting charter operations prohibited by Federal transit laws and FTA's Charter Service regulations, or
      (b) Otherwise violating its Charter Service Agreement it has elected in its latest annual Certifications and Assurances, and
   (2) These corrective measures and remedies may include:
      (a) Barring it or any Third Party Participant operating public transportation under the Project that has provided prohibited charter service from receiving FTA funds,
      (b) Withholding an amount of Federal funds as provided by Appendix D to FTA's Charter Service regulations, or
      (c) Any other appropriate remedy that may apply, and

2. In addition to the exceptions to the restrictions in FTA's Charter Service Regulations, FTA has established the following additional exceptions to those restrictions:
   a. FTA's Charter Service restrictions do not apply to your Applicant if it seeks funding appropriated or made available for 49 U.S.C. 5307 and 5311, to be used for Job Access and Reverse Commute (JARC) activities that would have been eligible for assistance under repealed 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year, provided that it uses that FTA funding for those program purposes only,

b. FTA's Charter Service restrictions do not apply to your Applicant if it seeks funding appropriated or made available for 49 U.S.C. 5310, to be used for New Freedom activities that would have been eligible for assistance under repealed 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year, provided it uses that FTA funding for those program purposes only, and
c. An Applicant for assistance under 49 U.S.C. chapter 53 will not be determined to have violated the FTA Charter Service regulations if that Recipient provides a private intercity or charter transportation operator reasonable access to that Recipient's federally-funded public transportation facilities, including intermodal facilities, park and ride lots, and bus-only highway lanes, as provided in 49 U.S.C. 5323(r).

04.C. School Bus Agreement.

If your Applicant seeks FTA funding to acquire or operate transit facilities or equipment, the School Bus Agreement in Group 04.C applies to your Applicant, except as FTA determines otherwise in writing.

To comply with 49 U.S.C. 5323(f) and (g) and FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) and (g), on behalf of your Applicant, you are entering into the following School Bus Agreement:

1. FTA's "School Bus Operations" regulations restrict school bus operations using facilities and equipment acquired with Federal funding derived from:
   a. Federal transit laws, 49 U.S.C. chapter 53,
   b. 23 U.S.C. 133 or 142, or
   c. Any other Act that provides Federal public transportation assistance, unless otherwise excepted,
2. FTA's school bus operations restrictions extend to:
   a. Your Applicant, when it becomes a Recipient of Federal funding appropriated or made available for:
      (1) Federal transit laws, 49 U.S.C. chapter 53,
      (2) 23 U.S.C. 133 or 142, or
      (3) Any other Act that provides Federal public transportation assistance, unless otherwise excepted, and
   b. Any Third Party Participant that receives Federal funding derived from:
      (1) Federal transit laws, 49 U.S.C. chapter 53,
      (2) 23 U.S.C. 133 or 142, or
      (3) Any other Act that provides Federal public transportation assistance, unless otherwise excepted,
3. A Third Party Participant includes any:
   a. Subrecipient at any tier,
   b. Lessee,
   c. Third Party Contractor or Subcontractor at any tier, and
   d. Other Third Party Participant in the Project,

4. You and your Applicant agree, and will obtain the agreement of any Third Party Participant involved in your Applicant's Project, that it will not engage in school bus operations in competition with private operators of school buses, except as permitted under:
   a. Federal transit laws, specifically 49 U.S.C. 5323(f) and (g),
   b. FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) and (g),
   c. Any other Federal School Bus regulations, or
   d. Federal guidance, except as FTA determines otherwise in writing,
5. You and your Applicant agree that the latest School Bus Agreement you have selected on its behalf in FTA's latest annual Certifications and Assurances is incorporated by reference in and made part of the underlying Agreement accompanying an award of FTA funding, and
6. You and your Applicant agree that after it is a Recipient, if it or any Third Party Participant has violated this School Bus Agreement, FTA may:
   a. Bar your Applicant or Third Party Participant from receiving further Federal transit funds, or
   b. Require the Applicant or Third Party Participant to take such remedial measures as FTA considers appropriate.

GROUP 05. ROLLING STOCK REVIEWS AND BUS TESTING.

Before FTA may provide funding for a Project to acquire rolling stock for use in revenue service or to acquire a new bus model, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Rolling Stock Reviews and Bus Testing Certifications in Group 05, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 05 that does not apply will not be enforced.

05.A. Rolling Stock Reviews.

If your Applicant seeks FTA funding to acquire rolling stock for use in revenue service, the Rolling Stock Reviews Certifications in Group 05.A apply to your Applicant, except as FTA determines otherwise in writing.

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On behalf of your Applicant, you certify that when procuring rolling stock for use in revenue service:

1. It will comply with:
   a. Federal transit laws, specifically 49 U.S.C. 5323(m), and
   b. FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR part 663, and
2. As provided in 49 CFR 663.7:
   a. It will conduct or cause to be conducted the required pre-award and post-delivery reviews, and
   b. It will maintain on file the Certifications required by 49 CFR part 663, subparts B, C, and D.

05.B. Bus Testing.

If your Applicant seeks FTA funding to acquire a new bus model, the Bus Testing Certifications in Group 05.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that:

1. Bus Testing requirements apply to all acquisitions of new buses and new bus models that require bus testing as defined in FTA's Bus Testing regulations, and it will comply with:
   a. 49 U.S.C. 5318, and
   b. FTA regulations, "Bus Testing," 49 CFR part 665, to the extent these regulations are consistent with 49 U.S.C. 5318,
2. As required by 49 CFR 665.7, when acquiring the first bus of any new bus model or a bus model with a major change in components or configuration:
   a. It will not spend any Federal funds appropriated under 49 U.S.C. chapter 53 to acquire that new bus or new bus model until:
      (1) That new bus or new bus model has been tested at FTA's bus testing facility, and
      (2) It has received a copy of the test report prepared on that new bus or new bus model, and
   b. It will not authorize final acceptance of that new bus or new bus model until:
      (1) That new bus or new bus model has been tested at FTA's bus testing facility, and
      (2) It has received a copy of the test report prepared on that new bus or new bus model,
3. It will ensure that the new bus or new bus model that is tested has met the performance standards consistent with those regulations, including:
   a. Performance standards for:
      (1) Maintainability,
      (2) Reliability,
      (3) Performance (including braking performance),

(4) Structural integrity,
(5) Fuel economy,
(6) Emissions, and
(7) Noise, and

b. Minimum safety performance standards established under 49 U.S.C. 5329, and

4. After FTA regulations authorized by 49 U.S.C. 5318(e)(2) are in effect, it will ensure that the new bus or new bus model that is tested has received a passing aggregate test score under the "Pass/Fail" standard established by regulation.

GROUP 06. DEMAND RESPONSIVE SERVICE.

If your Applicant is a public entity, operates demand responsive service, and seeks FTA funding to acquire a non-rail vehicle that is not accessible, before FTA may provide funding for that Project, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Demand Responsive Service Certifications in Group 06, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 06 that does not apply will not be enforced.

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR part 37, specifically 49 CFR 37.77(d), on behalf of your Applicant, you certify that:

1. Your Applicant offers public transportation services equivalent in level and quality of service to:
   a. Individuals with disabilities, including individuals who use wheelchairs, and
   b. Individuals without disabilities, and
2. Viewed in its entirety, its service for individuals with disabilities is:
   a. Provided in the most integrated setting feasible, and
   b. Equivalent to the service it offers individuals without disabilities with respect to:
      (1) Response time,
      (2) Fares,
      (3) Geographic service area,
      (4) Hours and days of service,
      (5) Restrictions on priorities based on trip purpose,
      (6) Availability of information and reservation capability, and
      (7) Constraints on capacity or service availability.

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GROUP 07. INTELLIGENT TRANSPORTATION SYSTEMS.

Before FTA may provide funding for an Intelligent Transportation Systems (ITS) Project or a Project in support of an ITS Project, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Intelligent Transportation Systems Assurances in Group 07, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Assurances in Group 07 that does not apply will not be enforced.

On behalf of your Applicant, you and your Applicant:

1. Understand that, as used in this Assurance, the term Intelligent Transportation Systems (ITS) Project is defined to include any Project that, in whole or in part, finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture," and
2. Assure that, as provided in 23 U.S.C. 517(d), any ITS Project it undertakes funded with appropriations made available from the Highway Trust Fund, including amounts made available to deploy ITS facilities or equipment, will conform to the appropriate regional ITS architecture, applicable standards, and protocols developed under 23 U.S.C. 517(a) or (c), unless it obtains a waiver as provided in 23 U.S.C. 517(d)(2).

GROUP 08. INTEREST AND FINANCING COSTS AND ACQUISITION OF CAPITAL ASSETS BY LEASE.

Before FTA may provide funding appropriated or made available for 49 U.S.C. chapter 53 to support interest, or financing, or leasing costs of any Project financed under the Urbanized Area Formula Grants Program, Fixed Guideway Capital Investment Grants Program, or another program as FTA may specify, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 08, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in

writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications and Assurances in Group 08 that does not apply will not be enforced.

08.A. Interest and Financing Costs.

If your Applicant intends to use FTA funding to support interest or any other financing costs for Projects funded by the Urbanized Area Formula Grants Program, Fixed Guideway Capital Investment Grants Program, or another program as FTA may specify, the Interest and Financing Costs Certifications in Group 08.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that:

1. It will not seek reimbursement for interest or any other financing costs unless:
   a. It is eligible to receive Federal funding for those costs, and
   b. Its records demonstrate that it has shown reasonable diligence in seeking the most favorable financing terms, to the extent FTA may require, and
2. It will comply with the same favorable financing cost provisions for:
   a. Urbanized Area Formula Grants Projects,
   b. Projects under Full Funding Grant Agreements,
   c. Projects with Early Systems Work Agreements,
   d. Fixed Guideway Capital Investment Projects funded by previous FTA enabling legislation,
   e. State of Good Repair Projects,
   f. Bus and Bus Facilities Projects, and
   g. Low or No Emission Vehicle Development Projects.

08.B. Acquisition of Capital Assets by Lease.

If your Applicant seeks FTA funding to acquire capital assets through a lease, the Acquisition of Capital Assets by Lease Certifications and Assurances in Group 08.B applies to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, as required by FTA regulations, "Capital Leases," 49 CFR part 639, specifically 49 CFR 639.15(b)(1) and 49 CFR 639.21, if your Applicant acquires any capital asset through a lease financed with Federal funding appropriated or made available for 49 U.S.C. chapter 53:

1. It will not use Federal funding appropriated or made available for public transportation Projects eligible under 49 U.S.C. chapter 53 or any other applicable law to finance the cost of leasing any capital asset until:

a. It performs calculations demonstrating that leasing the capital asset would be more cost-effective than purchasing or constructing a similar asset, and
b. It completes these calculations before the later of:
   (1) Entering into the lease, or
   (2) Receiving a capital grant for the asset, and

2. It will not enter into a capital lease for which FTA can provide only incremental Federal funding unless it has adequate financial resources to meet its future lease obligations if Federal funding is not available.

GROUP 09. TRANSIT ASSET MANAGEMENT PLAN AND PUBLIC TRANSPORTATION AGENCY SAFETY PLAN.

Before FTA may provide funding appropriated or made available for 49 U.S.C. chapter 53 to support your Applicant's Project, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 09, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 09 that does not apply will not be enforced.

09.A. Transit Asset Management Plan.

If your Applicant applies for funding appropriated or made available for 49 U.S.C. chapter 53, the Transit Asset Management Certifications in Group 09.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it and each Subrecipient will:

1. Follow Federal guidance when issued that implements transit asset management system provisions of 49 U.S.C. 5326, except as FTA determines otherwise in writing, and
2. Comply with the final Federal regulations when issued that implement the transit asset management provisions of 49 U.S.C. 5326.

09.B. Public Transportation Agency Safety Plan.

If your Applicant applies for funding under 49 U.S.C. chapter 53 and it is a State government, local government, or any other operator of a public transportation system,

the Public Transportation Safety Plan Certifications in Group 09.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it will:

1. Follow the Federal guidance, when issued, that will implement the safety plan provisions of 49 U.S.C. 5329(d), except as FTA determines otherwise in writing, and
2. Comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d).

GROUP 10. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If your Applicant must comply with the alcohol and controlled substance testing requirements of 49 U.S.C. 5331 and its implementing regulations, before FTA may provide funding for your Applicant's Project, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 10, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 10 that does not apply will not be enforced.

As required by 49 U.S.C. 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655, subpart I, specifically 49 CFR 655.83, on behalf of your Applicant, including a State Applicant, and on behalf of its Subrecipients and Third Party Contractors, you certify that:

1. Your Applicant, its Subrecipients, and Third Party Contractors to which these testing requirements apply have established and implemented:
   a. An alcohol misuse testing program, and
   b. A controlled substance testing program,
2. Your Applicant, its Subrecipients, and Third Party Contractors to which these testing requirements apply have complied or will comply with all applicable requirements of 49 CFR part 655 to the extent those regulations are consistent with 49 U.S.C. 5331, and
3. Consistent with U.S. DOT Office of Drug and Alcohol Policy and Compliance Notice, issued October 22, 2009, if your Applicant, its Subrecipients, or Third Party Contractors to which these testing requirements apply reside in a State that permits marijuana use for medical or recreational purposes, your Applicant, its Subrecipients, and Third Party Contractors to which these testing requirements apply have complied

or will comply with the Federal controlled substance testing requirements of 49 CFR part 655.

GROUP 11. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS PROGRAM (NEW STARTS, SMALL STARTS, AND CORE CAPACITY), AND CAPITAL INVESTMENT PROGRAM IN EFFECT BEFORE MAP-21 BECAME EFFECTIVE.

The Certifications in Group 11 apply to the New Starts, Small Starts, or Core Capacity Programs, 49 U.S.C. 5309.

Before FTA may provide funding for your Applicant's New Starts, Small Starts, or Core Capacity Project in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 11, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 11 that does not apply will not be enforced.

Except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following capabilities to carry out its proposed Project(s), including the safety and security aspects of the Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately, and
4. It will comply with:
   a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
   b. The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304.

GROUP 12. STATE OF GOOD REPAIR PROGRAM.

Certain Certifications and Assurances listed previously are required for the State of

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Good Repair Program funding under 49 U.S.C. 5337.

Before FTA may provide funding for your Applicant's Project under the State of Good Repair Program, 49 U.S.C. 5337, for your Applicant's Project, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 12, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Assurance in Group 12 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of the Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately, and
4. It will comply with:
   a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
   b. The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304.

GROUP 13. FIXED GUIDEWAY MODERNIZATION GRANT PROGRAM.

Before FTA may provide funding for your Applicant's Project under the Fixed Guideway Modernization Grant Program, former 49 U.S.C. 5309 in effect in FY 2012 or a previous fiscal year, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 13, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each

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Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certification in Group 13 that does not apply will not be enforced.

Former 49 U.S.C. 5309(b)(2) and former 49 U.S.C. 5307(d)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply, require the following Certifications for Fixed Guideway Modernization Grant Program funding; therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of the proposed Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately, and
4. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303 and 5304.

GROUP 14. BUS AND BUS FACILITIES FORMULA GRANTS PROGRAM AND BUS AND BUS-RELATED EQUIPMENT AND FACILITIES GRANT PROGRAM (DISCRETIONARY).

The Certifications in Group 14 are required for funding under:

14.A. The Bus and Bus Facilities Formula Grants Program, 49 U.S.C. 5339, as amended by MAP-21, and

14.B. The Bus and Bus-Related Equipment and Facilities Grant Program (Discretionary), former 49 U.S.C. 5309(b)(3) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross cutting requirements that apply.

Before FTA may provide funding for your Applicant's Project under either Program listed above, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 14, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the

applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 14 that does not apply will not be enforced.

14.A. Bus and Bus Facilities Formula Grants Program

If your Applicant seeks FTA funding for its Project under the Bus and Bus Facilities Formula Grants Program, 49 U.S.C. 5339, the Certifications in Group 14.A below apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for Bus and Bus Facilities Formula Grants Program funding are required by 49 U.S.C. 5339(b), which states that "[t]he requirements of section 5307 apply to recipients of grants made under this section [5339]"; therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately,
4. It will ensure that, during non-peak hours for transportation using or involving a facility or equipment financed under 49 U.S.C. 5339, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
   a. Any senior,
   b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
   c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), and
   d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
5. When carrying out a procurement under 49 U.S.C. 5339, it will comply with the:
   a. General Provisions of 49 U.S.C. 5323, and
   b. Third Party Contract Provisions of 49 U.S.C. 5325,
6. It has complied with or will comply with 49 U.S.C. 5307(b) because it:
   a. Has made or will make available to the public information on amounts of its funding available to it under 49 U.S.C. 5339,
   b. Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,

c. Has published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Program of Projects and its performance as an Applicant or Recipient,
d. Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
e. Has ensured or will ensure that the proposed Program of Projects provide for coordination of transportation services funded by FTA under 49 U.S.C. 5336 with transportation services supported by other Federal Government sources,
f. Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
g. Has made or will make the final Program of Projects available to the public,

7. As required by 49 U.S.C. 5307(d), it:
   a. Has or will have the amount of funds required for the local share,
   b. Will provide the local share funds from sources approved by FTA, and
   c. Will provide the local share funds when needed,
8. It will comply with:
   a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
   b. The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304,
9. It has a locally developed process to solicit and consider public comment before:
   a. Raising a fare, or
   b. Implementing a major reduction of public transportation, and
10. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d).

14.B. Bus and Bus-Related Equipment and Facilities Grant Program (Discretionary).

If your Applicant seeks FTA funding for its Project under the Bus and Bus-Related Equipment and Facilities Grant Program (Discretionary), former 49 U.S.C. 5309 in effect in FY 2012 or a previous fiscal year, the Certifications in Group 14.B below apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Bus and Bus-Related Equipment and Facilities Grant Program (Discretionary) funding are required by former 49 U.S.C. 5309(c)(2), which applies the requirements of former 49 U.S.C. 5307(d)(1)(A), (B), (C), and (H), in effect in FY 2012 or a previous fiscal year to this Program, except as superseded by MAP-21 cross-cutting requirements that apply; therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of those Project(s):
   a. Legal capacity,

b. Financial capacity, and
c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately, and
4. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303 and 5304.

GROUP 15. URBANIZED AREA FORMULA GRANTS PROGRAMS, PASSENGER FERRY GRANT PROGRAM, AND JOB ACCESS AND REVERSE COMMUTE (JARC) FORMULA GRANT PROGRAM.

The Certifications in Group 15 are required for funding under:

15.A. The Urbanized Area Formula Grants Program financed with funds appropriated or made available for 49 U.S.C. 5307, as amended by MAP-21, which among other things, authorizes funding for Job Access and Reverse Commute (JARC) Projects and Project Activities,

15.B. The Urbanized Area Formula Grants Program financed with funds appropriated or made available for former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply,

15.C. The Passenger Ferry Grant Program financed with funds appropriated or made available for 49 U.S.C. 5307(h), as amended by MAP-21, and

15.D. The Job Access and Reverse Commute (JARC) Formula Grant Program financed with funds appropriated or made available for former 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply.

Before FTA may provide funding for your Applicant's Project under any of the Programs listed above, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 15, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 15 that does not apply will not be enforced.

FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

15.A. Urbanized Area Formula Grants Program under MAP-21.

If your Applicant seeks FTA funding for its Project under the Urbanized Area Formula Grants Program, 49 U.S.C. 5307, as amended by MAP-21, the Certifications in Group 15.A apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Urbanized Area Formula Grants Program funding appropriated or made available in FYs 2013, 2014, and 2015 are required by 49 U.S.C. 5307(c)(1); therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of the proposed Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately,
4. It will ensure that, during non-peak hours for transportation using or involving a facility or equipment financed under 49 U.S.C. 5339, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
   a. Any senior,
   b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
   c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), and
   d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
5. When carrying out a procurement under 49 U.S.C. 5307, it will comply with the:
   a. General Provisions of 49 U.S.C. 5323, and
   b. Third Party Contract Provisions of 49 U.S.C. 5325,
6. It has complied with or will comply with 49 U.S.C. 5307(b) because it:
   a. Has made or will make available to the public information on amounts of its funding available to it under 49 U.S.C. 5307,
   b. Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
   c. Has published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Program of Projects and its performance as an Applicant or Recipient,

d. Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
e. Has ensured or will ensure that the proposed Program of Projects provide for coordination of transportation services funded by FTA under 49 U.S.C. 5336 with transportation services supported by other Federal Government sources,
f. Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
g. Has made or will make the final Program of Projects available to the public,

7. As required by 49 U.S.C. 5307(d), it:
   a. Has or will have the amount of funds required for the local share,
   b. Will provide the local share funds from sources approved by FTA, and
   c. Will provide the local share funds when needed,
8. As required by 49 U.S.C. 5307(c)(1)(H), it will comply with:
   a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
   b. The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304,
9. As required by 49 U.S.C. 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
   a. Raising a fare, or
   b. Implementing a major reduction of public transportation,
10. Each fiscal year:
   a. It will assure that at least one (1) percent of the amount of the 49 U.S.C. 5307 funding apportioned to its urbanized area must be expended for public transportation security Projects as described in 49 U.S.C. 5307(c)(1)(J)(i) including:
      (1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
      (2) Increased camera surveillance of an area in or adjacent to that system,
      (3) Providing emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
      (4) Any other Project intended to increase the security and safety of an existing or planned public transportation system, or
   b. The Designated Recipients in its urbanized area certify that such expenditures for transportation security Projects are not necessary (Information about the intentions of your Designated Recipients in your Applicant's urbanized area must be recorded in the "Security" tab page of the TEAM-Web "Project Information" window when it submits its Urbanized Area Formula Grants Program application in TEAM-Web),
11. If it serves an urbanized area with a population of at least 200,000 individuals, as determined by the Bureau of the Census:
   a. Each fiscal year, it will ensure that at least one (1) percent of the amount apportioned to its urbanized area is spent for Associated Transit Improvements, as defined in 49 U.S.C. 5302(1),

b. It will include in its quarterly report for the fourth quarter of the preceding Federal fiscal year:
   (1) A list of its Associated Transit Improvement Projects or Project Activities during that Federal fiscal year using those 49 U.S.C. 5307 funds, or
   (2) Sufficient information to demonstrate that the Designated Recipients in its urbanized area together have spent one (1) percent of the funding apportioned to the area for Associated Transit Improvement Projects or Project Activities, or have included the same information in a separate report attached in TEAM-Web, and
c. The report of its Associated Transit Improvement Projects or Project Activities is or will be incorporated by reference and made part of its Certifications and Assurances, and

12. It will comply with the final Federal regulations, when issued, that implement the safety requirements of 49 U.S.C. 5329(d).

B. Urbanized Area Formula Grants Program before MAP-21 Became Effective.

You must select the Certification in Group 15.B if your Applicant seeks funding under the Urbanized Area Formula Grants Program financed with funds appropriated or made available for former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year. In administering this program, MAP-21 cross-cutting requirements supersede inconsistent former requirements.

The following Certifications for the Urbanized Area Formula Grants Program are required by former 49 U.S.C. 5307(d)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead; therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately,
4. It will ensure that for transportation using or involving a facility or equipment of a Project financed under former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
   a. Any elderly individual,
   b. Any handicapped individual, as described in 49 CFR part 27,
   c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), and

d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),

5. When carrying out a procurement under former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year, it will comply with the following provisions as amended by MAP-21:
   a. Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
   b. The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. 5323(h),
   c. "Buy America" under 49 U.S.C. 5323(j),
   d. Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
   e. Applicable railcar option restrictions of 49 U.S.C. 5325(e), and
   f. "Veterans Preference/Employment" under 49 U.S.C. 5325(k),
6. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
7. It:
   a. Has or will make available to the public information on amounts available to it under 49 U.S.C. 5307 and the Program of Projects it proposes to undertake,
   b. Will develop or has developed, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be financed,
   c. Will publish or has published a proposed Program of Projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed program and submit comments on the proposed program and the Applicant or Recipient's performance,
   d. Will provide or has provided an opportunity for a public hearing in which to obtain the views of citizens on the proposed Program of Projects,
   e. Will ensure or has ensured that the proposed Program of Projects provides for the coordination of public transportation services assisted under 49 U.S.C. 5336 with transportation services assisted from other Federal Government sources,
   f. Will consider or has considered comments and views received, especially those of private transportation providers, in preparing the final Program of Projects, and
   g. Will make or has made the final Program of Projects available to the public,
8. It:
   a. Has or will have the amount of funds required for the local share,
   b. Will provide the local share funds from sources approved by FTA, and
   c. Will provide the local share funds when needed,
9. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303, and 5304,
10. It has a locally developed process to solicit and consider public comment before:
    a. Raising a fare, or
    b. Implementing a major reduction of public transportation,
11. Each fiscal year:
    a. It will assure that at least one (1) percent of the 49 U.S.C. 5307 funding apportioned to its urbanized area must be spent for public transportation security

Projects (limited to capital Projects if it serves an urbanized area with a population of 200,000 or more), including:

(1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
(2) Increased camera surveillance of an area in or adjacent to that system,
(3) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
(4) Any other Project intended to increase the security and safety of an existing or planned public transportation, or

b. It will certify that such expenditures for transportation security Projects are not necessary (Information about its intentions must be recorded in the "Security" tab page of the TEAM-Web "Project Information" window when it submits its Urbanized Area Formula Grants Program application in TEAM-Web),

12. If it serves an urbanized area with a population of at least 200,000 individuals:
    a. Each fiscal year, it will ensure that at least one (1) percent of the amount apportioned to its urbanized area is spent for Transit Enhancements, as defined in former 49 U.S.C. 5302(a)(15),
    b. It will include in its quarterly report for the fourth quarter of the preceding Federal fiscal year:
        (1) A list of its Transit Enhancement Project Activities during that Federal fiscal year using those former 49 U.S.C. 5307 funds, or
        (2) Sufficient information to demonstrate that the Designated Recipients in its urbanized area together have spent one (1) percent of the amount of funding that must be made available to them for Transit Enhancements or have included the same information in a separate report attached in TEAM-Web, and
    c. The report of its or the Designated Recipients' Transit Enhancement Projects or Project Activities is or will be incorporated by reference and made part of its Certifications and Assurances, and
13. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d).

C. Passenger Ferry Grant Program.

If your Applicant seeks FTA funding for its Project under the Passenger Ferry Grant Program, 49 U.S.C. 5307(h), the Certifications in Group 15.C apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Passenger Ferry Grant Program funding are required by 49 U.S.C. 5307(h) and (c)(1); therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of the proposed Project(s):
    a. Legal capacity,

b. Financial capacity, and
c. Technical capacity,

2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately,
4. It will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a Project financed under 49 U.S.C. 5307(h), the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
   a. Any senior,
   b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
   c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), and
   d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
5. When carrying out a procurement under 49 U.S.C. 5307(h), it will comply with the:
   a. General Provisions of 49 U.S.C. 5323, and
   b. Third Party Contract Provisions of 49 U.S.C. 5325,
6. As required by 49 U.S.C. 5307(d), it:
   a. Has or will have the amount of funds required for the local share,
   b. Will provide the local share funds from sources approved by FTA, and
   c. Will provide the local share funds when needed,
7. As required by 49 U.S.C. 5307(c)(1)(H), it will comply with:
   a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
   b. The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304,
8. As required by 49 U.S.C. 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
   a. Raising a fare, or
   b. Implementing a major reduction of public transportation, and
9. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d).

D. Job Access and Reverse Commute (JARC) Formula Grant Program.

If your Applicant seeks FTA funding for its Project under the Job Access and Reverse Commute (JARC) Formula Grant Program, former 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year, the Certifications in Group 15.D apply to your Applicant, except as FTA determines otherwise in writing.

FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

1. The following Certifications for the Job Access and Reverse Commute (JARC) Formula Grant Program are required by former 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply; therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
   a. It will make awards of JARC funding on a competitive basis following:
      (1) An areawide solicitation in cooperation with the appropriate metropolitan planning organization for applications for funding in compliance with former 49 U.S.C. 5316 if your Applicant receives funding under former 49 U.S.C. 5316(c)(1)(A), and
      (2) A statewide solicitation for applications for JARC funding in compliance with former 49 U.S.C. 5316 if your Applicant receives funding under former 49 U.S.C. 5316(c)(1)(B) or (C),
   b. Any allocations to Subrecipients of JARC funding authorized by former 49 U.S.C. 5316 will be distributed on a fair and equitable basis,
   c. As required by former 49 U.S.C. 5316:
      (1) The Projects it has selected or will select for former 49 U.S.C. 5316 funding must be derived from a public transit-human services transportation plan that has been:
         (a) Locally developed, and
         (b) Coordinated, and
      (2) That locally developed and coordinated plan was produced through a process that included:
         (a) Representatives of public, private, and nonprofit transportation providers,
         (b) Human service providers, and
         (c) Participation by the public,
   d. Before it transfers funds to a Project funded by former 49 U.S.C. 5336, that Project has been or will have been coordinated with private nonprofit providers of services as required under former 49 U.S.C. 5316(g)(2),
   e. Before using funds apportioned for Projects serving an area other than that for which funding was apportioned under former 49 U.S.C. 5316:
      (1) The State's chief executive officer, or his or her designee, will have certified that all the JARC program objectives of former 49 U.S.C. 5316 are being met in the area from which the funding would be derived, and
      (2) If the State has a statewide program for meeting the JARC program objectives of former 49 U.S.C. 5316, the funds can be used for Projects anywhere in the State, and
   f. The requirements of former 49 U.S.C. 5307 will apply to the JARC Program, authorized by former 49 U.S.C. 5316, and
2. The following Certifications for the JARC Program are required by former 49 U.S.C. 5307(d)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply; therefore, except as FTA determines otherwise in writing, on its behalf, you certify that:

FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

a. It has or will have, and will require each Subrecipient to have, the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
   (1) The legal capacity,
   (2) The financial capacity, and
   (3) The technical capacity,
b. It has or will have, and will require each Subrecipient to have satisfactory continuing control over the use of Project equipment and facilities,
c. It will maintain, and will require each Subrecipient to maintain, its Project equipment and facilities adequately,
d. To the extent applicable, it will ensure, and will require each Subrecipient to ensure, that for transportation using or involving a facility or equipment of a Project financed under former 49 U.S.C. 5316 the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
   (1) Any elderly individual,
   (2) Any handicapped individual, as described in 49 CFR part 27,
   (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), and
   (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
e. When carrying out a procurement under former 49 U.S.C. 5316, it will comply with the following provisions as amended by MAP-21:
   (1) Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
   (2) The prohibition against exclusionary or discriminatory specifications in its procurements, as required by 49 U.S.C. 5323(h),
   (3) "Buy America" under 49 U.S.C. 5323(j),
   (4) Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m), and
   (5) "Veterans Preference/Employment" under 49 U.S.C. 5325(k),
f. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
g. It:
   (1) Has or will have, and as necessary, will require each Subrecipient to have the amount of funds required for the local share by former 49 U.S.C. 5316,
   (2) Will provide, and as necessary, will require each Subrecipient to provide, the local share funds from sources approved by FTA, and
   (3) Will provide, and as necessary, will require each Subrecipient to provide, the local share funds when needed,
h. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303, and 5304,
i. It has or will have, and will require each Subrecipient to have, a locally developed process to solicit and consider public comment before:
   (1) Raising a fare, or
   (2) Implementing a major reduction of public transportation, and

j. To the extent applicable, it will comply with, and as necessary, will require each Subrecipient to comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d).

GROUP 16. SENIORS/ELDERLY/INDIVIDUALS WITH DISABILITIES/ NEW FREEDOM PROGRAMS.

The Certifications in Group 16 are required for funding under:

16.A. The Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, financed or to be financed with funds appropriated or made available for 49 U.S.C. 5310, as amended by MAP-21, which among other things authorizes funding for New Freedom Projects and Project Activities,

16.B. The Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program financed or to be financed with funds appropriated or made available for former 49 U.S.C. 5310 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply, and

16.C. The New Freedom Program financed or to be financed with funds appropriated or made available for former 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply.

Before FTA may provide funding for your Applicant's Project under any of the Programs listed above, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 16, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 16 that does not apply will not be enforced.

16.A. Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program.

If your Applicant seeks FTA funding for its Project under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, 49 U.S.C. 5310, as amended by MAP-21, the Certifications in Group 16.A apply to your Applicant, except as FTA determines otherwise in writing.

FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

1. The following Certifications for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program are required by 49 U.S.C. 5310; therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
   a. Each of its Subrecipients is:
      (1) A private nonprofit organization, or
      (2) A State or local governmental authority that:
         (a) Is approved by a State to coordinate services for seniors and individuals with disabilities, or
         (b) Certifies that there are no private nonprofit organizations readily available in the area to provide the services authorized for support under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program,
   b. It will comply with the following Project selection and planning requirements:
      (1) The Projects it has selected or will select for funding appropriated or made available for 49 U.S.C. 5310 are included in a public transit-human services transportation plan that has been:
         (a) Locally developed, and
         (b) Coordinated,
      (2) The public transit-human services transportation plan was developed and approved through a process that included participation by:
         (a) Seniors,
         (b) Individuals with disabilities,
         (c) Representatives of public, private, and nonprofit transportation providers,
         (d) Representatives of public, private, and nonprofit human services providers, and
         (e) Other members of the public,
      (3) The transportation Projects to assist in providing transportation services for seniors and individuals with disabilities are included in a Program of Projects,
      (4) A Program of Projects in the preceding subsection 1.b(3) of this Group 16.A Certification is or will be submitted annually to FTA, and
      (5) To the maximum extent feasible, the services funded by 49 U.S.C. 5310 will be coordinated with transportation services funded by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services,
   c. As required by 49 U.S.C. 5310(e)(2)(B), it certifies that if it allocates funds received under 49 U.S.C. 5310, to Subrecipients, it will have allocated those funds on a fair and equitable basis,
   d. It will transfer a facility or equipment financed with funding appropriated or made available for a grant under 49 U.S.C. 5310, to any other recipient eligible to receive assistance under 49 U.S.C. chapter 53, only if:

(1) The recipient possessing the facility or equipment consents to the transfer, and
(2) The facility or equipment will continue to be used as required under 49 U.S.C. 5310,

e. As required by 49 U.S.C. 5310(b)(2), it will use at least fifty-five (55) percent of the funds on capital Projects to meet the special needs of seniors and disabled, and
f. The requirements of 49 U.S.C. 5307, as determined by FTA, will apply to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities, authorized by 49 U.S.C. 5310, and

2. FTA has determined certain requirements of 49 U.S.C. 5307, to be appropriate for which some require Certifications; therefore, as specified under 49 U.S.C. 5307(c)(1), it certifies that:
   a. It has or will have, and will require each Subrecipient to have, the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
      (1) Legal capacity,
      (2) Financial capacity, and
      (3) Technical capacity,
   b. It has or will have, and will require each Subrecipient to have, satisfactory continuing control over the use of Project equipment and facilities,
   c. It will maintain, and will require each Subrecipient to maintain its Project equipment and facilities adequately,
   d. When carrying out a procurement under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, it will, and will require each Subrecipient to comply with the:
      (1) General Provisions of 49 U.S.C. 5323, and
      (2) Third Party Contract Provisions of 49 U.S.C. 5325,
   e. It has complied or will comply with, and will require each Subrecipient to comply with:
      (1) The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
      (2) The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304, and
   f. To the extent applicable, it will comply with, and require its Subrecipients to comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d).

16.B. Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program.

If your Applicant seeks FTA funding for its Project under the Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program, former 49 U.S.C. 5310 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply, the Certifications in Group 16.B apply to

your Applicant, except as FTA determines otherwise in writing.

1. The following Certifications for the Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program are required by former 49 U.S.C. 5310 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply; therefore, except as FTA determines otherwise in writing, on behalf of your State Applicant, you certify that:
   a. Each of your State Applicant's Subrecipients is:
      (1) A private nonprofit organization, if the public transportation service that would undertake public transportation capital Project(s) planned, designed, and carried out to meet the special needs of elderly individuals and individuals with disabilities is:
         (a) Unavailable,
         (b) Insufficient, or
         (c) Inappropriate, or
      (2) A State or local governmental authority that:
         (a) Is approved by a State to coordinate services for seniors and individuals with disabilities, or
         (b) Certifies that there are not any nonprofit organizations readily available in the area to provide public transportation capital Projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities,
   b. The Projects your State Applicant has selected or will select for funding appropriated or made available for former 49 U.S.C. 5310 are included in a public transit-human services transportation plan that has been:
      (1) Locally developed, and
      (2) Coordinated,
   c. That public transit-human services transportation plan was developed and approved through a process that included participation by:
      (1) Elderly individuals,
      (2) Individuals with disabilities,
      (3) Representatives of public, private, and nonprofit transportation providers,
      (4) Representatives of human services providers, and
      (5) Other members of the public,
   d. If your State Applicant allocates funds received under former 49 U.S.C. 5310 to Subrecipients, your State Applicant will have allocated those funds on a fair and equitable basis,
   e. The Program of Projects your State Applicant has submitted or will submit contains or will contain an assurance that the Program provides for the maximum feasible coordination of transportation services funded by former 49 U.S.C. 5310 with transportation services funded by other Government sources,
   f. If your State Applicant transfers former 49 U.S.C. 5310 funds to another Project funded under 49 U.S.C. 5336 in accordance with former 49 U.S.C. 5310(b)(2),

the Project for which the funds are requested has been coordinated with private nonprofit providers of service under former 49 U.S.C. 5310, and

g. It will comply with the requirements of former 49 U.S.C. 5307 that FTA determined will apply to the former Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program,

2. The following Certifications for the Special Needs of Elderly Individuals and Individuals with Disabilities Program are required by former 49 U.S.C. 5307(d)(1); therefore, except as FTA determines otherwise in writing, on behalf of your State Applicant, you certify that:
   a. Your State Applicant and each of its Subrecipients have or will have the following to carry out its proposed Project(s), including the safety and security aspects of the proposed Project(s):
      (1) Legal capacity,
      (2) Financial capacity, and
      (3) Technical capacity,
   b. Your State Applicant and each Subrecipient has or will have satisfactory continuing control over the use of Project equipment and facilities,
   c. Your State Applicant and each of its Subrecipients will maintain its Project equipment and facilities adequately,
   d. When carrying out a procurement under former 49 U.S.C. 5310, it will, and will require each Subrecipient, to comply with the following provisions as amended by MAP-21:
      (1) Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
      (2) The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. 5323(h),
      (3) "Buy America" under 49 U.S.C. 5323(j),
      (4) Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
      (5) Applicable railcar option restrictions of 49 U.S.C. 5325(e), and
      (6) "Veterans Preference/Employment" under 49 U.S.C. 5325(k),
   e. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
   f. Your State Applicant:
      (1) Has or will have, and as necessary, will require each Subrecipient to have, the amount of funds required for the local share by former 49 U.S.C. 5310(c)(2),
      (2) Will provide, and as necessary will require each Subrecipient to provide, the local share funds from sources approved by FTA, and
      (3) Will provide, and as necessary, will require each Subrecipient to provide, the local share funds when needed,
   g. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303, and 5304, and
   h. To the extent applicable, your State Applicant will comply with, and as necessary, will require each Subrecipient to comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d).

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16.C. New Freedom Program.

If your Applicant seeks FTA funding for its Project under the New Freedom Program, former 49 U.S.C. 5317, in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply, the Certifications in Group 16.C apply to your Applicant, except as FTA determines otherwise in writing.

1. Former 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year requires the following Certification for the New Freedom Program; therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
   a. It will make awards of New Freedom funding on a competitive basis after conducting:
      (1) An areawide solicitation in cooperation with the appropriate metropolitan planning organization for applications for funding in compliance with former 49 U.S.C. 5317(d)(1), or
      (2) A statewide solicitation for applications for New Freedom funding in compliance with former 49 U.S.C. 5317(d)(2),
   b. Any allocations to Subrecipients of New Freedom funding authorized by former 49 U.S.C. 5317 will be distributed on a fair and equitable basis,
   c. It will comply with the following Project selection and planning requirements:
      (1) The Projects it has selected or will select for funding appropriated or made available for that program were derived from a public transit-human services transportation plan that has been:
         (a) Locally developed, and
         (b) Coordinated,
      (2) That locally developed and coordinated plan was produced through a process that included:
         (a) Representatives of public, private, and nonprofit transportation providers,
         (b) Representatives of public, private, and nonprofit human services providers, and
         (c) Participation by the public,
   d. Before it transfers funds to a Project funded by former 49 U.S.C. 5311(c), former 49 U.S.C. 5336, or both:
      (1) The funding to be transferred may be made available only to Projects eligible for funding appropriated or made available for former 49 U.S.C. 5317, and
      (2) It will have consulted with responsible local officials and publicly owned operators of public transportation in each area for which the amount to be transferred was originally awarded, and
   e. The requirements of former 49 U.S.C. 5307 and 5310, as determined by FTA, will apply to the New Freedom Program, authorized by former 49 U.S.C. 5317, and
2. The following Certifications for the New Freedom Program are required by former 49 U.S.C. 5307(d)(1) and 5310; therefore, except as FTA determines otherwise in writing, on its behalf, you certify that:

a. It has or will have, and will require each Subrecipient to have, the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
   (1) Legal capacity,
   (2) Financial capacity, and
   (3) Technical capacity,
b. It has or will have, and will require each Subrecipient to have, satisfactory continuing control over the use of Project equipment and facilities,
c. It will maintain, and will require each Subrecipient to maintain, its Project equipment and facilities adequately,
d. When carrying out a procurement under former 49 U.S.C. 5317, it will, and will require each Subrecipient, to comply with the following provisions as amended by MAP-21:
   (1) Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
   (2) The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. 5323(h),
   (3) "Buy America" under 49 U.S.C. 5323(j),
   (4) Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
   (5) Applicable railcar option restrictions of 49 U.S.C. 5325(e), and
   (6) "Veterans Preference/Employment" under 49 U.S.C. 5325(k),
e. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
f. It:
   (1) Has or will have, and as necessary, will require each Subrecipient to have the amount of funds required for the local share required by former 49 U.S.C. 5317(g),
   (2) Will provide, and as necessary will require each Subrecipient to provide, the local share funds from sources approved by FTA, and
   (3) Will provide, and as necessary will require each Subrecipient to provide, the local share funds when needed,
g. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303, and 5304, and
h. To the extent applicable, it will comply with, and as necessary, will require each Subrecipient to comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d).

GROUP 17. RURAL/OTHER THAN URBANIZED AREAS/APPALACHIAN DEVELOPMENT/OVER-THE-ROAD BUS ACCESSIBILITY PROGRAMS.

The Certifications in Group 17 are required for funding under:

17.A. The Formula Grants for Rural Areas Program financed with funding appropriated or made available for 49 U.S.C. 5311(b), as amended by MAP-21, (separate Certifications and Assurances have been established in Group 18 for an Indian tribe that is an Applicant for a Public Transportation on Indian

Reservations Project financed with funding made available for 49 U.S.C. 5311(c))(1), as amended by MAP-21),

17.B. The Formula Grants for Other Than Urbanized Areas Program financed with funding appropriated or made available for former 49 U.S.C. 5311(b) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply, (separate Certifications and Assurances have been established in Group 18 for an Indian tribe that is an Applicant for a "Tribal Transit" Project financed with funding made available for former 49 U.S.C. 5311(c)(1) in effect in FY 2012 or a previous fiscal year),

17.C. The Appalachian Development Public Transportation Assistance Program financed with funding appropriated or made available for 49 U.S.C. 5311(c)(2), as amended by MAP-21, and

17.D. The Over-the-Road Bus Accessibility Program financed with funding appropriated or made available for section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, 49 U.S.C. 5310 note, except as superseded by MAP-21 cross-cutting requirements that apply.

Before FTA may provide funding for your Applicant's Project under any of the Programs listed above, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 17, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications and Assurances in Group 17 that does not apply will not be enforced.

17.A. Formula Grants for Rural Areas Program.

If your Applicant seeks FTA funding for its Project under the Formula Grants for Rural Areas Program, 49 U.S.C. 5311, as amended by MAP-21, the Certifications in Group 17.A apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications apply to each State or State organization serving as your Applicant for funding appropriated or made available for the Rural Areas Formula Project authorized by 49 U.S.C. 5311(b). On its behalf, you certify and assure that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its Project(s):

a. Legal capacity,
b. Financial capacity, and
c. Technical capacity,

2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Its Project equipment and facilities will be adequately maintained,
4. Its State program has provided for a fair distribution of Federal funding appropriated or made available for 49 U.S.C. 5311(b) within the State, including Indian reservations,
5. Its program provides or will provide the maximum feasible coordination of public transportation service funded by 49 U.S.C. 5311(b) with transportation service funded by other Federal sources,
6. Its Projects in its Formula Grants for Rural Areas Program are included in:
   a. The Statewide Transportation Improvement Program, and
   b. To the extent applicable, a Metropolitan Transportation Improvement Program,
7. It:
   a. Has or will have the amount of funds required for the local share, as required by 49 U.S.C. 5311(g),
   b. Will provide the local share funds from sources approved by FTA, and
   c. Will provide the local share funds when needed,
8. It may transfer a facility or equipment acquired using a grant under 49 U.S.C. 5311(b) to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
   a. The Recipient possessing the facility or equipment consents to the transfer, and
   b. The facility or equipment will continue to be used as required under 49 U.S.C. 5311, and
9. Each fiscal year:
   a. It will spend at least fifteen (15) percent of its 49 U.S.C. 5311 funding available that fiscal year to develop and support intercity bus transportation within the State, with eligible activities, including:
      (1) Planning and marketing for intercity bus transportation,
      (2) Capital grants for intercity bus facilities,
      (3) Joint-use facilities,
      (4) Operating grants through purchase-of-service agreements, user-side subsidies, and demonstration Projects, and
      (5) Coordinating rural connections between small public transportation operations and intercity bus carriers, or
   b. It will provide to FTA a Certification from the Governor of the State that:
      (1) It has consulted with the affected intercity bus service providers about the intercity bus needs of the State, and
      (2) The State's intercity bus service needs are being met adequately.

17.B. Formula Grants for Other Than Urbanized Areas Program.

If your Applicant seeks FTA funding for its Project under the Formula Grants for Other

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Than Urbanized Areas Program, former 49 U.S.C. 5311 in effect in FY 2012 or a previous fiscal year, the Certifications in Group 17.B apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications apply to each State or State organization serving as your Applicant for funding appropriated or made available for the Formula Grants for Other Than Urbanized Areas Project authorized by former 49 U.S.C. 5311(b)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply. On its behalf, you certify and assure that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Its Project equipment and facilities will be adequately maintained,
4. Its State program required under former 49 U.S.C. 5311(b)(2) has provided for a fair distribution of Federal funding appropriated or made available for former 49 U.S.C. 5311(b) within the State, including Indian reservations,
5. Its State program required under former 49 U.S.C. 5311(b)(2) provides or will provide the maximum feasible coordination of public transportation service funded by former 49 U.S.C. 5311(b) with transportation service funded by other Federal sources,
6. Its Projects in its Formula Grants for Other than Urbanized Areas Program are included in:
   a. The Statewide Transportation Improvement Program, and
   b. To the extent applicable, a Metropolitan Transportation Improvement Program,
7. It:
   a. Has or will have the amount of funds required for the local share, as required by former 49 U.S.C. 5311(g),
   b. Will provide the local share funds sources approved by FTA, and
   c. Will provide the local share funds when needed,
8. It may transfer a facility or equipment acquired using a grant under former 49 U.S.C. 5311(b) in effect in FY 2012 or a previous fiscal year to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
   a. The Recipient possessing the facility or equipment consents to the transfer, and
   b. The facility or equipment will continue to be used as required under former 49 U.S.C. 5311, and
9. Each fiscal year:
   a. It will spend at least fifteen (15) percent of its former 49 U.S.C. 5311 funding available for that fiscal year to develop and support intercity bus transportation within the State with eligible activities, including:
      (1) Planning and marketing for intercity bus transportation,
      (2) Capital grants for intercity bus shelters,

(3) Joint-use stops and depots,
(4) Operating grants through purchase-of-service agreements, user-side subsidies, and demonstration Projects, and
(5) Coordinating rural connections between small public transportation operations and intercity bus carriers, or

b. It will provide to FTA a Certification from the Chief Executive Officer of the State that:
(1) It has consulted with the affected intercity bus service providers about the intercity bus needs of the State, and
(2) The State's intercity bus service needs are being met adequately.

17.C. Appalachian Development Public Transportation Assistance Program.

If your Applicant seeks FTA funding for its Project under the Appalachian Development Public Transportation Assistance Program, 49 U.S.C. 5311(c)(2), the Certification in Group 17.C applies to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, in addition to other Certifications and Assurances it must provide, if it is unable to use its funding made available or appropriated for public transportation operating assistance, in accordance with 49 U.S.C. 5311(c)(2)(D), it may use the funding for a highway Project only after:

1. It provides notice and an opportunity for comment and appeal to affected public transportation providers,
2. It approves for such use in writing, and
3. In approving the use, it determines that local transit needs are being addressed.

17.D. Over-the-Road Bus Accessibility Program.

If your Applicant seeks FTA funding for its Project under the Over-the-Road Bus Accessibility Program, section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, 49 U.S.C. 5310 note, the Assurances in Group 17.D apply to your Applicant, except as FTA determines otherwise in writing.

Your Applicant assures that it will comply with all applicable Federal statutes and regulations, and follow applicable Federal guidance in carrying out any Over-the-Road Bus Accessibility Project supported by the its Grant Agreement with FTA. It acknowledges that it is under a continuing obligation to comply with the terms and conditions of the Grant Agreement with FTA for its Project. It understands that Federal laws, regulations, policies, and administrative practices might be modified from time to time and affect the implementation of the Project.

It assures that the Federal requirements for the Over-the-Road Bus Accessibility Program during FY 2012 will apply to the Project, except as FTA determines otherwise in writing. Certifications and Assurances for funding to be awarded under this program in FY 2015

are included in these FTA Certifications and Assurances for FY 2015. Each Applicant must submit Group 01 ("Required Certifications and Assurances for Each Applicant"). Each Applicant seeking more than $100,000 in Federal funding must provide both Group 01, and Group 02, ("Lobbying").

GROUP 18. TRIBAL TRANSIT PROGRAMS (PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS PROGRAMS).

The Certifications in Group 18 are required for funding under:

- *The Public Transportation on Indian Reservations Formula Program, 49 U.S.C. 5311(c)(1), as amended by MAP-21, and*
- *The Public Transportation on Indian Reservations Discretionary Program, 49 U.S.C. 5311(c)(1).*

Before FTA may provide funding for your Applicant's Project under either Program listed above, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 18, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 18 that does not apply will not be enforced.

FTA has established terms and conditions for Tribal Transit Program grants financed with funding appropriated or made available for 49 U.S.C. 5311(c)(1). On behalf of your Applicant, you certify and assure that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Its Project equipment and facilities will be adequately maintained,
4. Its Project will achieve maximum feasible coordination with transportation service funded by other Federal sources,
5. It will:
   a. Have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State

and Local Governments," 49 CFR part 18, specifically 49 CFR 18.36, or
   b. Inform FTA promptly that its procurement system does not comply with those U.S. DOT regulations,
6. It will comply with Buy America under 49 U.S.C. 5323(j), and
7. It will comply with the Certifications, Assurances, and Agreements in:
   a. Group 03.B and 03.C (Charter Service Agreement and School Bus Agreement),
   b. Group 05.B (Bus Testing),
   c. Group 06 (Demand Responsive Service),
   d. Group 07 (Intelligent Transportation Systems), and
   e. Group 10 (Alcohol and Controlled Substances Testing).

GROUP 19. LOW OR NO EMISSION/CLEAN FUELS GRANT PROGRAMS

The Certifications in Group 19 are required for funding under:

19.A. The Low or No Emission Vehicle Deployment Program, 49 U.S.C. 5312(d)(5), as amended by MAP-21, and

19.B. The Clean Fuels Grant Program, former 49 U.S.C. 5308, in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply.

Before FTA may provide funding for your Applicant's Project under either Program listed above, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 19, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 19 that does not apply will not be enforced.

19.A. Low or No Emission Vehicle Deployment.

If your Applicant seeks FTA funding for its Project under the Low or No Emission Vehicle Development Program, 49 U.S.C. 5312(d)(5), as amended by MAP-21, the Certifications and Assurances in Group 19.A apply to your Applicant, except as FTA determines otherwise in writing.

Section 5312(d)(5)(C)(i) of title 49, United States Code requires the following Certifications for Low or No Emission Vehicle Deployment Program funding

appropriated or made available for MAP-21; therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify and assure that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately,
4. It will ensure that, during non-peak hours, for transportation using or involving a facility or equipment funded for its Project, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
   a. Any senior,
   b. Any individual who, because of illness, injury, age, a congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or who has semi-ambulatory capability) and cannot use a public transportation service or a public transportation facility effectively without special facilities, special planning, or special design,
   c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), and
   d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
5. When carrying out a procurement under this Program, it will comply with the:
   a. General Provisions of 49 U.S.C. 5323, and
   b. Third Party Contract Provisions of 49 U.S.C. 5325,
6. It has:
   a. Informed or will inform the public of the amounts of its funding available under this Program,
   b. Developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
   c. Published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Projects and its performance as an Applicant,
   d. Provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
   e. Assured or will assure that the proposed Program of Projects provides for coordination of public transportation services assisted under 49 U.S.C. 5336 with federally-funded transportation services supported by other Federal Government sources,
   f. Considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and

g. Made or will make the final list of Projects available to the public,

7. It:
   a. Has or will have the amount of funds required for the local share,
   b. Will provide the local share funds from sources approved by FTA, and
   c. Will provide the local share funds when needed,
8. It will comply with:
   a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
   b. The Statewide and Nonmetropolitan Planning requirements of 49 U.S.C. 5304,
9. It has a locally developed process to solicit and consider public comment before:
   a. Raising a fare, or
   b. Implementing a major reduction of public transportation, and
10. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d).

19.B. Clean Fuels Grant Program.

If your Applicant seeks FTA funding for its Project under the Clean Fuels Grant Program, former 49 U.S.C. 5308, in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 crosscutting requirements that apply, the Certifications and Assurances in Group 19.B apply to your Applicant, except as FTA determines otherwise in writing.

Former 49 U.S.C. 5307(d)(1), except as superseded by MAP-21 cross-cutting requirements that apply, requires the following Certifications for Clean Fuels Grant Program funding appropriated or made available for former 49 U.S.C. 5308 in effect in FY 2012 or a previous fiscal year; therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify and assure that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain the Project equipment and facilities adequately,
4. It will ensure that the following individuals will be charged not more than fifty (50) percent of the peak hour fare for transportation during non-peak hours using or involving Project facilities or equipment supported under former 49 U.S.C. 5308:
   a. Elderly individuals,
   b. Individuals with disabilities,
   c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), and
   d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),

5. When carrying out a procurement under former 49 U.S.C. 5308, it will, and will require each Subrecipient, to comply with the following provisions as amended by MAP-21:
   a. Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
   b. The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. 5323(h),
   c. "Buy America" under 49 U.S.C. 5323(j),
   d. Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
   e. Applicable railcar option restrictions of 49 U.S.C. 5325(e), and
   f. "Veterans Preference/Employment" under 49 U.S.C. 5325(k),
6. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
7. It:
   a. Has or will have the amount of funds required for the local share,
   b. Will provide the local share funds from sources approved by FTA, and
   c. Will provide the local share funds when needed,
8. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303 and 5304,
9. It has a locally developed process to solicit and consider public comment before:
   a. Raising a fare, or
   b. Implementing a major reduction of public transportation, and
10. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d).

GROUP 20. PAUL S. SARBANES TRANSIT IN PARKS PROGRAM

Before FTA may provide funding for your Applicant's Project under the Paul S. Sarbanes Transit in Parks Program, former 49 U.S.C. 5320, in effect in FY 2012 or a previous fiscal year for your Applicant's Project, except as superseded by MAP-21 requirements that apply, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 20, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications and Assurances in Group 20 that does not apply will not be enforced.

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1. The following Certifications and Assurances for the Paul S. Sarbanes Transit in Parks Program (Parks Program) are required by former 49 U.S.C. 5320 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply; therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
   a. It will consult with the appropriate Federal land management agency during the planning process, and
   b. The requirements of former 49 U.S.C. 5307, as determined by FTA, will apply to the Parks Program, authorized by former 49 U.S.C. 5320, and
2. FTA has determined certain requirements of former 49 U.S.C. 5307 to be appropriate for the Parks Program, of which some require Certifications; therefore, as specified under former 49 U.S.C. 5307(d)(1), except as superseded by MAP-21 cross-cutting requirements that apply, you certify that:
   a. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its Project(s):
      (1) Legal capacity,
      (2) Financial capacity, and
      (3) Technical capacity,
   b. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
   c. It will maintain the Project equipment and facilities adequately,
   d. When carrying out a procurement under former 49 U.S.C. 5320, it will, and will require each Subrecipient, to comply with the following provisions as amended by MAP-21:
      (1) Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
      (2) The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. 5323(h),
      (3) "Buy America" under 49 U.S.C. 5323(j),
      (4) Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
      (5) Applicable railcar option restrictions of 49 U.S.C. 5325(e), and
      (6) "Veterans Preference/Employment" under 49 U.S.C. 5325(k),
   e. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
   f. It has complied or will comply with the requirements of former 49 U.S.C. 5307(c), and specifically, it:
      (1) Has made or will make available to the public information on the amounts available for the Parks Program, former 49 U.S.C. 5320, and the Projects it proposes to undertake,
      (2) Has developed or will develop, in consultation with interested parties, including private transportation providers, Projects to be financed,
      (3) Has published or will publish a list of proposed Projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed Projects and submit comments on the proposed Projects and its performance,

(4) Has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed Projects,
(5) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
(6) Has made or will make the final list of Projects available to the public,

g. It:
(1) Has or will have the amount of funds required for the local share,
(2) Will provide the local share funds from sources approved by FTA, and
(3) Will provide the local share funds when needed,

h. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303 and 5304, and

i. It has a locally developed process to solicit and consider public comment before:
(1) Raising a fare, or
(2) Implementing a major reduction of public transportation.

GROUP 21. STATE SAFETY OVERSIGHT GRANT PROGRAM.

Before FTA may provide funding for your Applicant's Project under the State Safety Oversight Grant Program, 49 U.S.C. 5329(e), as amended by MAP-21, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 21, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 21 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately,
4. When carrying out a procurement for its Project, it will comply with the:

a. Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments, 49 CFR part 18,
b. General Provisions of 49 U.S.C. 5323, and
c. Third Party Contract Requirements of 49 U.S.C. 5325,

5. As required by 49 U.S.C. 5329(e)(6)(C), it:
   a. Has or will have the amount of funds required for the local share,
   b. Will provide the local share funds only from sources approved by FTA, and will not be met by:
      (1) Any Federal funds,
      (2) Any funds received from a public transportation agency, or
      (3) Any revenues earned by a public transportation agency, and
   c. Will provide the local share funds when needed,
6. It meets the applicable requirements of 49 CFR part 659, Rail Fixed Guideway Systems: State Safety Oversight, and
7. It has received or will receive an FTA certification upon a determination that its State Safety Oversight Program meets the requirements of 49 U.S.C. 5329(e) and is adequate to promote the purposes of 49 U.S.C. 5329.

GROUP 22. PUBLIC TRANSPORTATION EMERGENCY RELIEF PROGRAM.

Before FTA may provide funding for your Applicant's Project under the Public Transportation Emergency Relief Program, 49 U.S.C. 5324, as amended by MAP-21, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Assurance in Group 22, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Assurance in Group 22 that does not apply will not be enforced.

As required by 49 U.S.C. 5324(d), on behalf of your Applicant, you assure that it will comply with the requirements of the Certifications and Assurances as FTA determines will apply to an Applicant for funding appropriated or made available for the Public Transportation Emergency Relief Program.

GROUP 23. EXPEDITED PROJECT DELIVERY PILOT PROGRAM.

Before FTA may provide funding for your Applicant's Project under the Expedited

FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

Project Delivery Pilot Program, section 20008(b)(5)(D) of MAP-21, in addition to any other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certification in Group 23, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

To the extent that the Certification in Group 23 does not apply, it will not be enforced.

On behalf of your Applicant, you certify that its existing public transportation system or the public transportation system that is the subject of the Project is in a state of good repair, as required by section 20008(b)(5)(D) of MAP-21.

GROUP 24. INFRASTRUCTURE FINANCE PROGRAMS.

The Certifications in Group 24 apply to the following programs:

24.A. The Transportation Infrastructure Finance and Innovation Act (TIFIA) Program, 23 U.S.C. 601-609, except as superseded by MAP-21 cross-cutting requirements that apply, and

24.B. The State Infrastructure Banks (SIB) Program, 23 U.S.C. 610, except as superseded by MAP-21 cross-cutting requirements that apply.

Before FTA may provide credit assistance under TIFIA for your Applicant's Project or funding for your Applicant to deposit in a SIB, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 24, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or any other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications and Assurances in Group 24 that does not apply will not be enforced.

FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

24.A. Transportation Infrastructure Finance and Innovation Act (TIFIA) Program.

If your Applicant seeks FTA funding for its Project under the TIFIA Program, the Certifications and Assurances in Group 24.A applies to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure, as required by 49 U.S.C. 5323(o), that Federal transit laws, specifically 49 U.S.C. 5307, 49 U.S.C. 5309, and 49 U.S.C. 5337, apply to any Project under 49 U.S.C. chapter 53 that receives TIFIA credit assistance under 23 U.S.C. 601 – 609.

1. To comply with 49 U.S.C. 5307, specifically 49 U.S.C. 5307(d)(1), on its behalf, you certify that:
   a. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
      (1) Legal capacity,
      (2) Financial capacity, and
      (3) Technical capacity,
   b. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
   c. It will maintain its Project equipment and facilities adequately,
   d. It will ensure that when, during non-peak hours for transportation using or involving a facility or equipment of a TIFIA-financed Project, a fare that is not more than fifty (50) percent of the peak hour fare will be charged to the following individuals:
      (1) A senior,
      (2) An individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
      (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), and
      (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
   e. When carrying out a TIFIA-funded procurement, it will comply with:
      (1) 49 U.S.C. 5323, and
      (2) 49 U.S.C. 5325,
   f. It has complied with or will comply with 49 U.S.C. 5307(b) because it:
      (1) Has made or will make available to the public information on amounts of its TIFIA funding request(s),
      (2) Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,

(3) Has published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Program of Projects and its performance as an Applicant or Recipient,
(4) Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
(5) Has ensured or will ensure that the proposed Program of Projects provides for coordination of public transportation services funded by FTA under 49 U.S.C. 5336 and U.S. DOT under TIFIA with federally-funded transportation services supported by other Federal Government sources,
(6) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
(7) Has made or will make the final Program of Projects available to the public,

g. It:
(1) Has or will have at least (twenty) 20 percent of the TIFIA net Project costs required for the local share,
(2) Will provide the local share funds from sources approved by FTA, and
(3) Will provide the local share funds when needed,

h. It will comply with:
(1) The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
(2) The Statewide and Nonmetropolitan Planning requirements of 49 U.S.C. 5304,

i. It has a locally developed process to solicit and consider public comment before:
(1) Raising a fare, or
(2) Implementing a major reduction of public transportation, and

j. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d),

2. To comply with the interest and financing costs restrictions of 49 U.S.C. chapter 53, it agrees that it will not seek reimbursement for interest and any other financing costs incurred in connection with its Project that must be in compliance with those requirements unless:
   a. It is eligible to receive Federal funding for those expenses, and
   b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*),
4. The National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. 5321 *et seq.*, and will receive an environmental categorical exclusion, a finding of no significant impact, or a record of decision under NEPA for its Project prior to obligation of funds, and
5. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. 5326(d), when required.

FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

24.B. State Infrastructure Banks (SIB) Program.

If your Applicant is a State and seeks FTA funding under the SIB Program to deposit in its SIB, the Certifications and Assurances in Group 24.B applies to your State and its Project, except as FTA determines otherwise in writing.

On behalf of the State organization serving as your Applicant for funding for its SIB Program, you certify and assure that:

1. It will comply with the following applicable Federal laws establishing the various SIB programs since 1995:
   a. 23 U.S.C. 610, as amended by MAP-21,
   b. 23 U.S.C. 610 or its predecessor before MAP-21 was signed into law,
   c. Section 1511 of TEA-21, 23 U.S.C. 181 note, or
   d. Section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181,
2. It will comply with or follow the Cooperative Agreement establishing the State's SIB program between:
   a. It and FHWA, FRA, and FTA, or
   b. It and FHWA and FTA,
3. It will comply with or follow the Grant Agreement that provides FTA funding for the SIB and is between it and FTA, including the FTA Master Agreement, which is incorporated by reference into the Grant Agreement, except that any provision of the FTA Master Agreement incorporated by reference into that Grant Agreement will not apply if it conflicts with any provision of:
   a. 23 U.S.C. 610, as amended by MAP-21,
   b. 23 U.S.C. 610 or its predecessor before MAP-21 was signed into law,
   c. Section 1511 of TEA-21, 23 U.S.C. 181 note, or section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181 note,
   d. Federal guidance pertaining to the SIB Program,
   e. The Cooperative Agreement establishing the State's SIB Program, or
   f. The Grant Agreement with FTA,
4. As required by 49 U.S.C. 5323(o), Federal transit laws, specifically 49 U.S.C. 5307, 49 U.S.C. 5309, and 49 U.S.C. 5337, as amended by MAP-21, apply to any Project under 49 U.S.C. chapter 53 that receives SIB support or financing under 23 U.S.C. 610 (or any support from 23 U.S.C. 601 – 609),
5. As required by 49 U.S.C. 5323(o) and 49 U.S.C. 5307(d)(1):
   a. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of those proposed Project(s):
      (1) Legal capacity,
      (2) Financial capacity, and
      (3) Technical capacity,
   b. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
   c. It will maintain its Project equipment and facilities adequately,

d. It will ensure that when, during non-peak hours for transportation using or involving a facility or equipment of a SIB-financed Project, a fare that is not more than fifty (50) percent of the peak hour fare will be charged to the following individuals:
   (1) A senior,
   (2) An individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
   (3) An individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), and
   (4) An individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),

e. When carrying out a procurement under a SIB-financed Project, it will comply with the:
   (1) General Provisions of 49 U.S.C. 5323, and
   (2) Third Party Contract Provisions of 49 U.S.C. 5325,

f. It has complied with or will comply with 49 U.S.C. 5307(b) because it:
   (1) Has made or will make available to the public information on amounts of its funding requested under the SIB program,
   (2) Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
   (3) Has published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Program of Projects and its performance as an Applicant or Recipient,
   (4) Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
   (5) Has ensured or will ensure that the proposed Program of Projects provide for coordination of public transportation services funded by FTA under 49 U.S.C. 5336 and the SIB Program with federally-funded transportation services supported by other Federal Government sources,
   (6) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
   (7) Has made or will make the final Program of Projects available to the public,

g. It:
   (1) Has or will have the amount of funds required for the local share by the SIB Program, but not less than twenty-five (25) percent of each capitalization grant,
   (2) Will provide the local share funds from sources approved by FTA, and
   (3) Will provide the local share funds when needed,

h. It will comply with the:
   (1) The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
   (2) The Statewide and Nonmetropolitan Planning requirements of 49 U.S.C. 5304,
i. It has a locally developed process to solicit and consider public comment before:
   (1) Raising a fare, or
   (2) Implementing a major reduction of public transportation, and
j. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d),

2. As required by 49 U.S.C. chapter 53, it certifies that it will not seek reimbursement for interest and any other financing costs incurred in connection with its Project unless:
   a. It is eligible to receive Federal funding for those expenses, and
   b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require, and
3. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. 5326(d).

Selection and Signature Page(s) follow.

FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

(Signature pages alternative to providing Certifications and Assurances in TEAM-Web)

Name of Applicant: _____

The Applicant agrees to comply with applicable provisions of Groups 01 – 24. _____

OR

The Applicant agrees to comply with applicable provisions of the Groups it has selected:

Group	Description	
01.	Required Certifications and Assurances for Each Applicant.	_____
02.	Lobbying.	_____
03.	Procurement and Procurement Systems.	_____
04.	Private Sector Protections.	_____
05.	Rolling Stock Reviews and Bus Testing.	_____
06.	Demand Responsive Service.	_____
07.	Intelligent Transportation Systems.	_____
08.	Interest and Financing Costs and Acquisition of Capital Assets by Lease.	_____
09.	Transit Asset Management Plan and Public Transportation Agency Safety Plan.	_____
10.	Alcohol and Controlled Substances Testing.	_____
11.	Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity) and Capital Investment Program in Effect before MAP-21 Became Effective.	_____
12.	State of Good Repair Program.	_____
13.	Fixed Guideway Modernization Grant Program.	_____
14.	Bus and Bus Facilities Formula Grants Program and Bus and Bus-Related Equipment and Facilities Grant Program (Discretionary).	_____
15.	Urbanized Area Formula Grants Programs/ Passenger Ferry Grants Program/Job Access and Reverse Commute (JARC) Formula Grant Program.	_____
16.	Seniors/Elderly/Individuals with Disabilities Programs/New Freedom Program.	_____
17.	Rural/Other Than Urbanized Areas/Appalachian Development/Over-the-Road Bus Accessibility Programs.	_____
18.	Tribal Transit Programs (Public Transportation on Indian Reservations Programs).	_____
19.	Low or No Emission/Clean Fuels Grant Programs.	_____
20.	Paul S. Sarbanes Transit in Parks Program.	_____
21.	State Safety Oversight Grant Program.	_____
22.	Public Transportation Emergency Relief Program.	_____
23.	Expedited Project Delivery Pilot Program.	_____
24.	Infrastructure Finance Programs.	_____

FTA FISCAL YEAR 2015 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2015 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for FTA funding and all FTA Grantees with an active Capital or Formula Project)

AFFIRMATION OF APPLICANT

Name of the Applicant: _____

Name and Relationship of the Authorized Representative: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all Federal statutes and regulations, and follow applicable Federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2015, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Project for which it seeks now, or may later seek FTA funding during Federal Fiscal Year 2015.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature_____ Date: _____

Name_____
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA Project or Projects.

Signature_____ Date: _____

Name_____
Attorney for Applicant

Each Applicant for FTA funding and each FTA Grantee with an active Capital or Formula Project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.

the City of Marshalltown

Finance Department

Jim Lowrance, Mayor
Randy Wetmore, City Administrator
Lori Stansberry, Finance Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

April 13, 2015

To Whom It May Concern:

This is to certify that the City of Marshalltown does not currently charge the Marshalltown Transit any indirect costs. Only direct costs, such as utilities or telephone directly attributable to the service are charged.

This should not be construed as a commitment for the future. The City reserves the right to change indirect costs should the need arise, however it is not anticipated the City will do so during the current fiscal year.

If you have any further questions I can be reached at 641-754-5760 or at bdemoss@ci.marshalltown.ia.us.

Sincerely,

Brian DeMoss

Brian DeMoss
Accounting Manager

City Council
Mike Gowdy, Joel Greer, Al Hoop, Leon Lamer,
Bill Martin, Robert Schubert, Bethany Wirin