

CITY OF MARSHALLTOWN
COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 W STATE STREET
APRIL 23, 2018 AT 5:30 PM

A. NOTICE TO PUBLIC

The Mayor and City Council welcome comment from the public during discussion of any of the agenda items. 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 3 minutes or less in order that others may be given the opportunity to speak. All speakers shall speak clearly and direct their comments to the Mayor and City Council and not to any Councilmember specifically. It is at the discretion of the Mayor and Council to respond to specific questions and comments or to have staff respond during the meeting.

B. CALL TO ORDER

Mayor Joel T.S. Greer

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

Cahill, Gowdy, Hoop, Isom, Lamer, Martin, Wirin.

E. MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS

1. Years Of Service

Stephanie Lampe - 5 years
Sarah Lewis - 5 years

F. CONSENT AGENDA

1. Approve Council Minutes For 4/9/2018

Documents:

[04-09-2018_council-minutes.pdf](#)

2. Approve Bill List In The Amount Of \$1,291,337.57

Documents:

[2018-04-23_BillList.pdf](#)

3. Approve March 2018 Financial Statements

Documents:

[March 2018 Financials Memo.pdf](#)
[March 2018 Financial Statements.pdf](#)

4. RESOLUTION 2018-051 APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE IOWA DEPARTMENT OF TRANSPORTATION FOR FILE TRANSFER OF IOWA VEHICLE AND OWNER RECORD INFORMATION RELATING TO PARKING-RELATED CITATIONS

Documents:

[Memo IDOT MOU PARKING.pdf](#)
[04-23-2018_2018-_Res Approve IDOT MOU VEHICLE RECORD INFORMATION.pdf](#)
[2018 MOU - City of Marshalltown.pdf](#)

5. RESOLUTION 2018-052 AUTHORIZING STAFF TO ACCEPT AWARD AND SIGN NECESSARY AGREEMENTS RELATED TO NATIONAL ENDOWMENT FOR THE ARTS OUR TOWN PROGRAM GRANT IF AWARDED

Documents:

[Memo_NEA_our_town.pdf](#)
[res_2018-015_NEA_our_town.pdf](#)

6. Resolution 2018-053 To Name Depositories, Establish Maximum Deposit Amounts And Identify Positions Authorized To Conduct Business On Behalf Of The City Of Marshalltown. (Add MidwestOne Bank)

Documents:

[04-23-2018 Memo Name Bank Depositories.pdf](#)
[Resolution to Name Depositories 2018.pdf](#)

7. RESOLUTION 2018-054 ORDERING CONSTRUCTION OF THE IOWA RIVER TRAIL PHASE 3 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 TRL17001

Documents:

[Res Order Construction 2018 Iowa River Trail Phase 3.pdf](#)
[04-23-2018_2018-054_TRL17001 Schedule Calendar_HAT.PDF](#)

8. Approve Alcohol License Renewals
Abarrotes Villachuato, LLC; Zeno's Pizza; Best Western Marshalltown; Center Street Station.

G. MOTIONS

1. New Liquor License - Tannin, Inc. 125 E Main Street Special Beer & Wine

Documents:

[TanninInc-rptLicenseApplication.pdf](#)

H. RESOLUTIONS

1. TENTATIVE RESOLUTION 2018-055 ACCEPTING SUBORDINATION AGREEMENT FOR PROPERTY INTEREST AT 1222 OXFORD AVENUE, LISCOMB, IA 50148 BEING LEAD HAZARD CONTROL PROJECT NO. 53511029

Documents:

[CC_Mem_Sub_1222 Oxford Ave_Liscomb.pdf](#)
[tent res 1222 Oxford Ave_Liscomb.pdf](#)
[res adopt tent res 1222 Oxford Ave_Liscomb.pdf](#)

2. Resolution 2018-056 Setting A Date For A Public Hearing On Amendment No. 5 To The Urban Renewal Plan For Marshalltown Urban Renewal Area No. 2

Documents:

[SetHrng2018Amd5URNo.2Marshalltown422742-28-v1.pdf](#)
[Marshalltown Amended and Restated Urban Renewal Area No 2 Amendment No 5 March 2018.pdf](#)
[Memo on UR2 Amendment.pdf](#)
[TIF Map \(8\).pdf](#)

3. RESOLUTION 2018-057 SUPPORTING THE CONTINUATION OF REPLACEMENT TAX DOLLARS (BACKFILL) FROM THE STATE OF IOWA

Documents:

[Res of Support for Backfill.pdf](#)

4. RESOLUTION 2018-058 AUTHORIZING THE CITY OF MARSHALLTOWN TO REQUEST ASSIGNMENT OF TAX CERTIFICATE 2016S301 HELD BY MARSHALL COUNTY

Documents:

[Res for Tax Cert 401.5 May.pdf](#)
[Memo on Tax Cert.pdf](#)

5. Resolutions 2018-059 Through 2018-066 Approving Contract Change Orders For Police & Fire Headquarters Project # BLD17001
2018-059 Caliber - BP#3-1 Concrete Foundations; increase \$1,915.00
2018-060 Central Western Fabricators - BP#5-1 Steel; increase \$12,253.86
2018-061 Devries Electric - BP#26-1 Electrical Communications; Increase \$15,885.58

2018-062 Forman Ford - BP#8-1 Aluminum Storefronts, Glazing;
increase \$2,237.00
2018-063 Garling Construction - BP#6-1 General Supplies;
increase \$18,942.00
2018-064 Heartland Finishes - BP#9-3 Painting; increase of
\$399.00
2018-065 Hilsabeck Schacht - BP#9-1 Gypsum Wall assemblies;
increase \$865.00
2018-066 Tony's Plumbing - BP#22-1 Plumbing; increase of
\$6,864.00

Documents:

[Caliber \(2\).pdf](#)
[Hilsabek CO.pdf](#)
[Heartland Finishes.pdf](#)
[Forman Ford CO.pdf](#)
[Garling CO.pdf](#)
[Central Western Fabr.pdf](#)
[Tonys Plumbing \(2\).pdf](#)
[Devries CO.pdf](#)

6. PUBLIC HEARING / RESOLUTION 2018-067 Expressing Intent To
Enter Into Sewer Revenue Loan And Disbursement Agreement,
\$3,500,000.

Documents:

[04-23-2018 Memo Public Hearing for State Revolving Fund
and Sponsored Project loans.pdf](#)
[Res Hrg Only Sewer Rev LDA-v1.pdf](#)

7. Public Hearing / Resolution 2018-068 Approving Plans, Specs For
The 2018 Microsurfacing Project STR18001

Documents:

[Res Approve Plans, Specs 2018 Microsurfacing STR
18001.pdf](#)

8. PUBLIC HEARING / RESOLUTION 2018-069 AUTHORIZING
FINANCIAL ASSISTANCE APPLICATION FOR FY2019
CONSOLIDATED TRANSIT FUNDING AND APPROVING
RELATED CONTRACTS WITH THE IOWA DEPARTMENT OF
TRANSPORTATION.

Documents:

[Memo Transit Funding Memo 2018.pdf](#)
[04-23-2018_2018-_RES Authorizing Resolution April 23
2018.pdf](#)
[04-23-2018_2018-_Agreement GRANT STA Grant 479-
FY19.pdf](#)
[04-23-2018 2018- MMT Certifications.pdf](#)

I. **ORDINANCES**

1. Public Hearing / Ordinance 14972 Adopting The National Fire Protection Association 70-2017 National Electric Code As The City Of Marshalltown Electrical Code

PUBLIC HEARING and 2nd reading.

Documents:

[14972-NPH Ord Elect.pdf](#)
[14972-Ordinance Elect.pdf](#)
[14972-memo Ord Elect.pdf](#)

J. **DISCUSSION**

1. Fixtures, Furniture & Equipment For The Police And Fire Building Project

- Budget for fixtures, furniture and equipment
- Procurement processes
- Stormwater Project

Documents:

[05-14-2018_PF Building FFE Expenditures Memo.pdf](#)
[05-14-2018_2018_MFD Equipment.pdf](#)
[MPD Fixtures, Equip, Furnishings.pdf](#)
[Costs for Police and Fire Building for Apr 23 2018 COUNCIL MEETING.pdf](#)

2. Property Exchange With The Marshalltown Community School District

Documents:

[Land Transfer.pdf](#)

3. Existing Sidewalk Repair Cost Sharing & Proposed 2018 Assessments

Documents:

[Existing Sidewalk Assessment Discussion.pdf](#)

K. **PUBLIC COMMENT**

Members of the public may make comments on any item which was not on the agenda during this time. The speaker shall approach the microphone, and state his or her name and address. Comments shall be limited to three minutes, unless a longer comment is authorized by the Mayor. The speaker shall direct comments to the Mayor and to the Council as a whole. The Mayor and Councilmembers shall not engage in discussion or debate on items raised by members of the public, and no action may be taken on items

raised in public comments in order to comply with open meetings laws.

L. ADJOURN

Please visit the City's website for the complete agenda packet and to subscribe to agenda notices and department news. www.marshalltown-ia.gov

COUNCIL PROCEEDINGS

April 9, 2018

The Marshalltown City Council met in regular session on April 9, 2018, at 5:30 PM, in the Council Chambers at City Hall. Mayor Greer called the meeting to order and led the Pledge of Allegiance. Present: Cahill, Gowdy, Hoop, Isom, Martin, Lamer, Wirin. Brianna Hargrave, winner of the "If I were Mayor" contest for in Iowa's First Congressional District, read her essay. Hargrave was congratulated by the Mayor and Council. Mayor Greer recognized National Library Week and read the proclamation.

CONSENT AGENDA:

Wirin moved to approve the Consent Agenda: Approve Council Minutes for 3/26/2018; Approve the Bill List in the amount of \$1,230,345.12; Receipt of Civil Service New Hire List – Accounting Clerk II; Resolution 2018-042 ordering construction of the 2018 Microsurfing 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 STR-18001 for 3rd Street/6th Street and Iowa Avenue to North Center Street; Resolution 2018-043 to approve the 28E Agreement with the Marshalltown YMCA/YWCA for operation of the Aquatic Center; Resolution 2018-044 Setting Public Hearing for the FY2019 Consolidated Transit Funding Application for the Marshalltown Municipal Transit Public Transit Program; second by Isom. Consent agenda adopted 7-0.

REPORTS:

Val Ruff, Convention & Visitors Bureau presented a quarterly report of promotion activities. Fire Chief Rierson, presented the 2017 Fire Department Annual Report.

RESOLUTIONS:

Gowdy moved to adopt Resolution 2018-045 of Support for the Marshalltown Community School District's Bobcat Ready! Campaign, second by Martin. Resolution adopted 7-0.

Lamer moved to adopt Resolution 2018-046 designating an amount not to exceed \$13,950 in Local Option Sales tax Fund Balance to purchase CivicRec Recreation Program Software to integrate with the City's CivicPlus Software, second by Isom. Resolution adopted 7-0.

Wirin moved to adopt Resolution 2018-047 designating an amount not to exceed \$65,000 in Local Option Sales Tax Fund Balance for the Design and Engineering of the Linn Creek / Iowa River Trail Connector, second by Isom. Resolution adopted 4-3, Hoop, Lamer and Martin dissenting.

Hoop moved to adopt Resolution 2018-048 Setting a Date for a public hearing on Amendment No. 7 to the Urban renewal Plan for Marshalltown Urban Renewal Area #3, second by Lamer. Resolution adopted 7-0.

Cahill moved to adopt Resolution 2018-049 to fix a date for a public hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to borrow money thereunder in a Principal Amount not to exceed \$3,500,000, second by Martin. Resolution adopted 7-0.

Wirin moved to adopt Resolution 2018-050 Adopting Tentative Resolution providing for the Conveyance and Transfer of Title by the City of Marshalltown, Iowa, to Galinda Reyes to the property described herein and authorizing execution and delivery of Quit Claim Deed, second by Lamer. 519 N Center St. Resolution adopted 7-0.

COUNCIL PROCEEDINGS

April 9, 2018

ORDINANCES:

Wirin moved to adopt the first reading of Ordinance 14972 Adopting the National Fire Protection Association 70-2017 National Electric Code as the City of Marshalltown Electrical Code, second by Gowdy. First reading adopted 7-0.

DISCUSSION:

The council discussed who should pay for the replacement of cracked, overgrown and deteriorated sidewalks adjacent to homes and businesses. The city code states the adjacent property owner is responsible for maintenance of the sidewalk. A majority of the cities surveyed required the property owner to pay all of the maintenance or replacement cost of the deteriorated sidewalk, with a few cities sharing the expense with the property owner. The goal of the city is to be proactive and have sidewalks in good repair. The city charges minimal fees, \$22 for a sidewalk inspection permit and \$17 if an excavation permit is required. Administrator Kinser would like the first round of letters mailed in early June to property owners with deficient sidewalks. The deteriorated sidewalk program for 2018 will focus on areas near schools. Kinser anticipates the next four years will address quadrants of the city. Clerk Coughenour reminded the council an option for payment for sidewalk improvements is for voluntary assessment to taxes over a period of ten years, and the council has the ability to waive the assessment interest rate, with the maximum interest rate (currently 9%) set by State Code. The council asked for more time to hear from their constituents.

Finance Director Steiner presented a review of the Police and Fire Building cost. Kinser progress on the 2018 Strategic Plan.

PUBLIC COMMENT:

Public Works Director Justin Nickel announced the Linn Street bridge construction should be complete and the S Center Street viaduct open by the end of the week.

ADJOURNMENT

The meeting adjourned at 7:55 pm.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

Joel T.S. Greer, Mayor

Shari L. Coughenour, CMC, City Clerk

Advertising		Texas.Child.Sup/2	252.57
Hanson.Director/1	244.80	TotalAdmin.Serv/4	7,908.92
T-R/8	1,251.79	UAW.Local 893/1	148.48
Consulting & Professional Fees		United.Way/4	904.54
AHLERS.COONEY/2	4,500.50	Payroll.Net	
Bernie.Lowe/4	180.77	Payroll/1	274,939.64
Bernie.Lowe.Asc/1	2,982.00	Refund/Reimbursed	
Fox.Engrg.Assc/3	16,120.00	Baker.Taylor/3	38.79
Ia.Appraisal.Cp/1	1,850.00	Baker.Taylor.En/1	7.24
Iowa.One.Call/4	240.80	BRODART.CO/1	504.08
IVCCD/1	1,875.00	Cengage.Learng/1	26.39
Prochaska.Assoc/2	48,356.25	Fogt,D/1	7.99
Snyder.Associat/2	7,826.88	IA.Treasurer/1	94.00
Wellmark.Inc./1	10,779.93	Medina,A/1	1,339.80
Contracts		Wellmark.Inc./1	(12,116.14)
American.Ramp/1	20,000.00	Service/Repairs	
Aramark.Unfrm/5	73.59	Airgas.U.S.A./2	48.77
Cargill.Deicing/1	1,518.24	Century.Link/60	2,204.66
Happy.Softw/1	1,664.00	Devig,T/3	183.96
IA.Dpt.Safety/1	360.00	Filtrat.Corp/1	141.60
IA.Workforce/3	900.00	Gale-Hazen,E/1	120.00
IVCCD/1	8,919.07	Gale-Hazen,K/2	270.00
Koch.Brthrs/1	392.46	Gowdy,S/1	98.65
Marsh.Co.Landfi/5	55,256.90	Heart.of.Iowa/2	538.00
Midw.Auto.Fire/1	275.20	I.C.A.P./2	221,640.86
Mtn.Aviation/1	642.00	Ia.Plains.Sing/1	1,750.00
O.C.L.C.Inc/1	893.32	IA.SOS/1	30.00
Ohalloran.Inter/1	133,019.00	IA.Treasurer/2	13,953.00
ONSITE.INFO.DES/3	120.00	Intl.Assoc.Chfs/1	875.00
Premier.Equip/7	151.80	Language.Line.S/1	99.45
Region.6.Planng/1	952.00	Marsh.Co.Treas/1	172.48
Safety-Kleen/1	250.00	McAtee.Tire/2	49.50
Schendel.Pest.C/2	83.00	McFarland.Cl/1	92.00
Schumacher.Elev/3	618.62	Method.Occup.He/1	856.00
Servicemaster/1	1,772.00	Minerva.Val.Tel/1	50.00
Stone.Sanit/2	570.76	Motion.Picture./1	107.10
Unique.Mgmt.Svc/1	170.05	Mtn.Aviation/2	1,062.35
Xerox.Corp/3	52.89	ONE.SOURCE/2	135.00
Library Books		Partner.Comm/2	1,789.78
Baker.Taylor/15	921.83	Pitney.Bowes/1	360.00
Baker.Taylor.En/2	407.44	Racom.Corp/5	312.40
BRODART.CO/6	799.10	Shomo-Madsen/1	2,092.00
Cengage.Learng/10	557.80	Stephens,C/1	700.00
Diamond.Lake/1	282.25	US CELLULAR/1	211.70
EBSCO.Subscr/3	5,767.00	US.Bank.Equipmt/1	346.48
MicroMarketing./8	1,516.51	Verizon.Wireles/1	32.33
RECORDED.BOOKS/2	272.20	WICKHAM,M/1	375.00
Medical		Windstream/1	76.44
Bernie.Lowe/3	791.93	Wolfe.Clinic/1	35.00
HARTFORD.ACCTS/1	6,725.73	WW.Grainger/1	85.84
HyVee.Pharm/1	4.00	Supplies/Parts	
Lifeworks.Us/1	1,163.31	Adland.Engrvg/3	1,113.85
Medtrak.Service/4	814.33	Airgas.U.S.A./1	27.52
Wellmark.Inc./2	36,637.03	ANDAX.Industrie/1	969.49
Payroll.Deductions		Arnold.Motor.Su/14	1,100.27
American.Educa./1	64.41	Baker.Taylor/12	460.18
AXA/2	450.00	BDH/3	6,808.65
Bergmeier,C/1	388.00	Bobcat.Ames/1	41.87
Collection.Svs./6	1,734.58	Brenntag.Great./1	1,576.80
Colonial.Life/1	413.55	Cessford.Constr/3	2,883.27
Fidelity.Securi/2	405.54	Cntrl.IA.Distr/9	689.87
Fire.Union.Dues/2	1,260.00	Cntrl.IA.Machin/1	427.52
Galls.LLC/1	198.74	Cntrl.Office/1	210.78
I.P.E.R.S./7	69,250.65	Crescnt.Electrc/1	70.60
I.R.S./6	75,995.41	Crop.Production/1	858.00
IA.Treasurer/4	18,862.00	DCI.SOR/1	60.00
ICMA.457/11	10,881.87	DM.Botanical.Ct/1	100.00
M.F.P.R.S.I./4	121,680.77	Environ.Resourc/1	368.46
Meskwaki Nation/1	300.34	Fastenal.Co/1	109.12
		Galls.LLC/4	827.16

Gervich.Sons/1	50.00
Ia.Chapter.APCO/1	440.00
Kriss.Premium/1	141.04
Living.Hist.Frm/1	270.00
Marsh.Co.Engr/24	16,350.54
Martin.Marietta/1	67.23
McAtee.Tire/2	291.70
Mead.OBrien/1	1,310.64
Midland.Concret/2	536.43
Midland.Scienti/1	150.23
Midwest.Safety./1	440.41
Minuteman/1	28.00
Miracle.Recreat/1	537.43
Municipal.Emerg/1	211.20
Napa.Auto/26	225.87
Natl.Pen.Co/1	109.64
Nickel,J/1	123.20
Office.Express/2	105.15
Oreilly.Automot/2	7.02
Oxford.Press/3	38.13
Park,K/2	1,289.65
Racom.Corp/2	980.50
RECORDED.BOOKS/1	(31.85)
RMA.Armament/1	851.92
Showcases,Inc/1	257.04
Sign.Creations/1	7.00
Sje.Rhombus/2	5,864.00
Storey.Kenwrthy/3	155.43
Sub.City/1	85.00
Thompson.Tr.V/1	0.59
Treasurer-ISU/4	905.00
USPCA.Reg.21/1	200.00
Vajgrt.R/1	29.00
Van.Meter.Inc/2	1,014.93
Verizon.Wireles/1	718.69
Witmer.Public.S/3	1,155.34
WW.Grainger/1	231.00
Ziegler/4	814.55
Travel/Training	
Andrade,C/1	182.13
Fink,K/2	123.26
Gowdy,S/3	253.56
Klavenga,J/1	255.06
Lang,T/1	38.38
Nickel,J/1	47.19
Petermeier,J/1	51.32
Roads,S/3	107.68
ROSENBUM,S/1	397.60
Steiner,D/1	32.06
Treasurer-ISU/1	50.00
Treat.American./1	1,500.86
Wegner,S/2	79.65
Utilities	
AlliantEnergy/41	23,565.61
Consumr.Energy/2	442.28
Mtn.Wtrwrks/1	1,158.05
WoodRiver.Enrgy/1	26.23
Total/545	1,291,337.5
	7



Joel Greer, Mayor
Jessica Kinser, Administrator
Diana Steiner, Finance Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

FINANCE DEPARTMENT

April 19, 2018

To: Mayor Joel Greer
Members of the City Council

From: Finance Department

Re: March Monthly Financial Statements

Policy Issue: N/A

Recommendation: Staff recommends approving the March 2018 monthly financial statements.

Background: The Finance department has prepared and reconciled the March 2018 financial statements for your review. The budgeted amounts now reflect the budget amendment approved in March. The attached reports include the following:

- Fund Balance Report, which includes the beginning balance at 6/30/17, the year-to-date revenues and expenses for 9 months and the ending fund cash balance.
- Cash & Investments Report, which includes current balances and interest rates for all city investments.
- Monthly Budget Report, which reflects monthly and year-to-date revenues and expenses by each fund and then in summary. If the YTD Activity amount is less than the YTD Budget amount, it will show as unfavorable for revenues and favorable for expenses.

Item of interest this month:

*The Police & Fire Building expenses were \$396 thousand, primarily from steel, masonry and plumbing work.

*There were quarterly transfers into the General Fund of @ \$1.4 million (to cover Public Works wages from RUT; benefits from the Employee Benefit Fund and Police/Fire Retirement Fund; amount collected from the Emergency Tax levy; and amount collected from the Local Option Sales Tax Council Designated).

City Council
Susan Cahill, Leon Lamer, Mike Gowdy,
Al Hoop, Gabriel Isom, Bill Martin, Bethany Wirin



*There were quarterly transfers out of the General Fund @ \$8 thousand for the tax levy for Transit and @ \$16 thousand for City's portion of the Communications Commission benefits.

Attachment: March 2018 Financial Statements

cc: Jessica Kinser, City Administrator

City Council
Susan Cahill, Leon Lamer, Mike Gowdy,
Al Hoop, Gabriel Isom, Bill Martin, Bethany Wirin



Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
001 - GENERAL FUND	1,010,518.57	10,436,740.05	10,962,341.04	484,917.58
010 - CASH FLOW RESERVE FUND	2,067,220.00	14,293.07	-	2,081,513.07
030 - CAPITAL RESERVE	222,656.03	544,594.24	540,065.47	227,184.80
031 - CAPITAL RSRV-BLDG MAINT	433,540.11	16,930.42	12,300.00	438,170.53
032 - CIP LARGE VEHICLE/EQUIPMENT	-	-	-	-
050 - COLISEUM ACTIVITY FUND	3,996.94	29,696.86	39,783.04	(6,089.24)
110 - ROAD USE TAX	4,812,368.51	2,779,773.38	2,949,820.68	4,642,321.21
112 - EMPLOYEE BENEFITS FUND	2,261,648.85	2,056,085.07	1,776,873.80	2,540,860.12
117 - POLICE/FIRE RETIREMENT	599,680.42	664,856.50	1,026,882.91	237,654.01
119 - EMERGENCY FUND	-	130,617.41	130,617.41	-
121 - LOCAL OPTION SALES TAX	5,263,028.64	2,546,046.31	3,237,109.90	4,571,965.05
125 - TAX INCREMENT FINANCING	936,710.02	117,691.47	257,300.03	797,101.46
130 - CITY TORT LIABILITY	97,286.38	79,507.78	105,458.15	71,336.01
132 - GRANTS-STATE/LOCAL AGENCIES	3,591.05	45,316.53	4,282.00	44,625.58
140 - PARK & REC DONATION FUND	98,892.74	176,701.37	187,543.69	88,050.42
141 - MTOWN TENNIS ASSOC	1,664.12	14.67	-	1,678.79
142 - SOFTBALL ASSOCIATION FUND	11,335.24	3,262.89	14,346.73	251.40
144 - LIVE HEALTHY IOWA	5,307.70	43.41	381.48	4,969.63
150 - COPS FAST GRANTS	(5,385.09)	32,886.78	35,026.64	(7,524.95)
151 - DEPT OF JUSTICE GRANTS	(1,434.78)	14,188.35	13,098.91	(345.34)
152 - POLICE UNDESIGNATED GRANTS	(7,518.79)	73,838.73	78,763.11	(12,443.17)
153 - POLICE DEPT DONATION FUND	104,225.71	36,599.52	9,006.29	131,818.94
156 - FIRE DEPT DONATION FUND	3,198.21	19,250.58	14,041.31	8,407.48
157 - FIRE DEPT GRANTS	4,548.87	40.11	-	4,588.98
160 - ECONOMIC DEVELOPMENT GIFT	49,354.02	434.95	-	49,788.97
161 - SURETY DEPOSITS/SUBDIVIDER	10,296.52	90.73	-	10,387.25
170 - LIBRARY DONATION FUND	91,026.00	23,611.45	16,723.23	97,914.22
177 - SEIZED ASSETS (POLICE)	32,209.73	11,667.98	5,618.31	38,259.40
179 - OTHER COMM AND ECON DEVELOPMENT	-	206,366.59	22,334.07	184,032.52
180 - HOUSING GRANTS	35,462.31	717.62	9,816.52	26,363.41
181 - (D)HUD LEAD GRANT	12.37	-	12.37	-
182 - #4 HUD LEAD GRANT	9,267.11	-	9,267.11	-
183 - FY 08 EDI (ECON DEV INCENTIVE)	(12,029.25)	-	-	(12,029.25)
184 - VOUCHERS - 002, 003	189,187.01	973,768.02	1,080,070.12	82,884.91
186 - CBDG GRANTS-NSP	(19,675.33)	80,239.54	60,564.21	-
187 - HUD LEAD MATCH	40,262.42	-	40,262.24	0.18
188 - #5 HUD LEAD GRANT	(78,378.15)	804,765.61	726,387.46	-
190 - 911 SURCHARGE	530,417.81	257,149.01	190,165.23	597,401.59
200 - GO BONDS DEBT FUND	207,473.39	1,773,902.76	290,781.25	1,690,594.90
300 - CIP COLLECTION FUND	369,047.84	328,984.71	543,403.47	154,629.08
310 - FEDERAL STREET GRANTS	(877,399.09)	808,731.43	1,316.60	(69,984.26)
311 - RISE STREET GRANTS	(98,178.29)	-	-	(98,178.29)
312 - AIRPORT PROJECT FUND	(78,886.16)	445,731.00	490,200.01	(123,355.17)
320 - SPECIAL ASSESSMENT PROJECTS	(47,080.95)	7,779.00	-	(39,301.95)
340 - BIKE PATH PROJECT FUND	92,501.58	161,898.71	997,231.15	(742,830.86)
341 - TREES FOREVER PROJECT	1,196.00	5,900.93	1,098.95	5,997.98
350 - GO BONDS CAPITAL PROJECTS	8,388.19	73.93	-	8,462.12
353 - 2014 GO BONDS	(13.73)	13.73	-	-
354 - POLICE & FIRE STATIONS	3,492,999.93	12,863,418.72	2,422,531.42	13,933,887.23
355 - 2015 GO BONDS (D&D)	169,029.14	1,217.60	58,485.04	111,761.70
356 - 2016 BONDS - STREET PROJECTS	1,847,200.44	1,625,480.77	3,472,681.21	-
357 - 2018 CY STREET PROJECTS	-	-	-	-
382 - PUBLIC WORKS FACILITY	1,265.98	4.46	1,270.44	-
391 - TIF DISTRICT II CAP PROJECTS	14,561.90	-	-	14,561.90
392 - TIF DISTRICT III CAP PROJECTS	7,851.75	34.27	23,680.41	(15,794.39)
393 - TIF DISTRICT IV CAP PROJECTS	(2,477.30)	88,907.90	96,756.85	(10,326.25)
610 - WATER POLLUTION CONTROL	2,002.91	3,463,223.44	3,450,803.34	14,423.01
611 - WPCP REVENUE	8,948,596.83	5,719,700.23	3,455,793.10	11,212,503.96
612 - WPCP REVENUE BOND FUND	311,843.76	2,058.74	433,568.21	(119,665.71)
614 - WPCP CAPITAL IMPROVEMENT RSRV	1,006,916.01	8,873.85	-	1,015,789.86
615 - WPCP PLANT & IMPROVEMENTS	-	-	390.00	(390.00)
616 - SANITARY SEWER REHAB PROJECT	0.10	290,150.80	350,728.58	(60,577.68)

617 - SANITARY SEWER NEW CONSTRUCTN	68,659.26	14,300.00	-	82,959.26
690 - TRANSIT OPERATING	117,704.41	463,151.76	472,067.76	108,788.41
740 - STORM SEWER UTILITY	1,177,576.25	1,061,646.50	401,672.74	1,837,550.01
741 - 2016 GO STORM WATER PROJ	1,800,530.26	20,306.47	199,939.94	1,620,896.79
750 - COMPOSTING FACILITY	179,366.73	41,472.80	40,439.44	180,400.09
760 - P&R CONCESSIONS ENTERPRISE	10,326.18	21,324.10	48,424.92	(16,774.64)
881 - OCCUPATIONAL INSURANCE ESCROW	(849.93)	96,220.12	37,515.52	57,854.67
884 - GROUP HEALTH INSURANCE ESCROW	2,655,233.60	1,963,369.98	2,052,521.84	2,566,081.74
886 - WORKMAN'S COMP DEDUCTIBLE FUND	37,319.60	328.14	272.40	37,375.34
910 - POLICE PENSION - T & A	-	7,853.10	7,853.10	-
913 - 911 COMISSION	-	99,299.93	149,590.58	(50,290.65)
950 - SUBDIVIDER IMPROVEMENT ESCROW	-	-	-	-
951 - SALES TAX REIMBURSEMENT	1,523.34	2,268.23	5,565.53	(1,773.96)
952 - SURETY BONDS/DEPOSITS	1,501.21	353.08	-	1,854.29
953 - IA STATE SLEUTH USR GRP	14,971.67	-	-	14,971.67
TOTAL	40,245,194.83	53,565,768.19	43,062,847.26	50,748,115.76

MARSHALLTOWN

IOWA

CASH & INVESTMENTS
Month Ending 03/31/18

Account	Name	Ending Balance	Interest Rate
BalObject: 0110 - US Bank Acct			
999.0110.000	CASH US BANK	36,747.58	0.00
Total BalObject: 0110 - US Bank Acct:		36,747.58	
BalObject: 0111 - UB&T Operating			
999.0111.000	UB&T Operating	9,072,940.49	1.96
Total BalObject: 0111 - UB&T Operating:		9,072,940.49	
BalObject: 0112 - UB&T AP			
999.0112.000	UB&T AP	11,598.45	1.96
Total BalObject: 0112 - UB&T AP:		11,598.45	
BalObject: 0113 - UB&T Payroll			
999.0113.000	UB&T Payroll	41,909.53	1.96
Total BalObject: 0113 - UB&T Payroll:		41,909.53	
BalObject: 0114 - UB&T Dev Inspections			
999.0114.000	UB&T Dev Inspections	30,554.81	1.96
Total BalObject: 0114 - UB&T Dev Inspections:		30,554.81	
BalObject: 0115 - UB&T HUD Admin			
999.0115.000	UB&T HUD Admin	126,133.17	1.96
Total BalObject: 0115 - UB&T HUD Admin:		126,133.17	
BalObject: 0116 - UB&T HUD HAP			
999.0116.000	UB&T HUD HAP	25,440.08	1.96
Total BalObject: 0116 - UB&T HUD HAP:		25,440.08	
BalObject: 0117 - UB&T Police			
999.0117.000	UB&T Police	25,373.37	1.96
Total BalObject: 0117 - UB&T Police:		25,373.37	
BalObject: 0120 - PETTY CASH			
610.0120.000	PETTY CASH	200.00	0.00
750.0120.000	PETTY CASH	200.00	0.00
Total BalObject: 0120 - PETTY CASH:		400.00	
BalObject: 0122 - PETTY CASH-CITY CLERK			
001.0122.000	PETTY CASH-CITY CLERK	400.00	0.00
Total BalObject: 0122 - PETTY CASH-CITY CLERK:		400.00	
BalObject: 0123 - PETTY CASH-LIBRARY			
001.0123.000	PETTY CASH-LIBRARY	100.00	0.00
Total BalObject: 0123 - PETTY CASH-LIBRARY:		100.00	
BalObject: 0125 - PETTY CASH-PARK			
001.0125.000	PETTY CASH-PARK	200.00	0.00
Total BalObject: 0125 - PETTY CASH-PARK:		200.00	
BalObject: 0130 - CASH HELD BY INSUR ADMI			
885.0130.000	CASH HELD BY INSUR ADMI	1.00	0.00
Total BalObject: 0130 - CASH HELD BY INSUR ADMI:		1.00	
BalObject: 0213 - CENTRAL STATE BNK MONEY MARKET			
999.0213.000	CENTRAL STATE BNK MONEY MARKET	2,575,045.22	1.34
Total BalObject: 0213 - CENTRAL STATE BNK MONEY MARKET:		2,575,045.22	
BalObject: 0216 - GREAT WESTERN BANK MM			
354.0216.000	GREAT WESTERN BANK MM	554,521.59	1.72
741.0216.000	GREAT WESTERN BANK MM	1,650,491.49	1.72
999.0216.000	GREAT WESTERN BANK MM	3,001,147.51	1.72
Total BalObject: 0216 - GREAT WESTERN BANK MM:		5,206,160.59	

BalObject: 0242 - GREAT WESTRN CD (91-365 DYS)			
121.0242.000	GREAT WESTRN CD (91-364 DAYS)	1,000,000.00	1.55-1.63
354.0242.000	GREAT WESTERN CD(91-364)	500,000.00	1.63
Total BalObject: 0242 - GREAT WESTRN CD (91-365 DYS):		1,500,000.00	
BalObject: 0243 - GNB CD (91-364 DYS)			
354.0243.000	GNB CD (91-364 DAYS)	8,000,000.00	1.49-1.58
611.0243.000	GNB CD (91-364 DAYS)	503,290.96	2.15
Total BalObject: 0243 - GNB CD (91-364 DYS):		8,503,290.96	
BalObject: 0247 - FRMRS SVGS BK CD (91-365)			
354.0247.000	FRMRS SVGS BK CD (91-364 DAYS)	2,001,115.75	1.82-1.99
611.0247.000	FRMRS SVGS BK CD (91-364 DAYS)	502,569.33	1.57
999.0247.000	FRMRS SVGS BK CD (91-364 DAYS)	506,922.59	1.70
Total BalObject: 0247 - FRMRS SVGS BK CD (91-365):		3,010,607.67	
BalObject: 0252 - GNB 365 INV			
354.0252.000	GNB CD (365 DAYS)	2,000,000.00	1.63-1.65
884.0252.000	GNB CD (365 DAYS)	503,283.97	1.31
999.0252.000	GNB CD (365 DAYS)	2,003,283.97	1.31-2.15
Total BalObject: 0252 - GNB 365 INV:		4,506,567.94	
BalObject: 0262 - GREAT WESTERN BANK (> 1 YR CD)			
010.0262.000	GREAT WESTRN CD (365 DAYS)	1,000,000.00	1.48-2.02
121.0262.000	GREAT WESTERN CD (365 Days)	1,000,000.00	1.68-1.81
611.0262.000	GREAT WESTRN CD (365 DAYS)	500,000.00	1.44
999.0262.000	GREAT WESTRN CD (365 DAYS)	5,000,000.00	1.25-2.29
Total BalObject: 0262 - GREAT WESTERN BANK (> 1 YR CD):		7,500,000.00	
BalObject: 0265 - IPAIT CD (365)			
999.0265.000	IPAIT CD (365 DAYS)	500,000.00	1.50
Total BalObject: 0265 - IPAIT CD (365):		500,000.00	
BalObject: 0266 - CENTRAL STATE BANK CD (> 1 YR)			
884.0266.000	CENTRAL STATE BANK (365 DAYS)	1,011,125.35	1.96
999.0266.000	CENTRAL STATE BANK (365 DAYS)	4,025,624.06	1.50-1.96
Total BalObject: 0266 - CENTRAL STATE BANK CD (> 1 YR):		5,036,749.41	
BalObject: 0267 - FARMERS CD (> 1 YR)			
611.0267.000	FRMRS SVGS BK CD (365)	500,000.00	1.72
884.0267.000	FRMRS SVGS BK CD (365 DAYS)	500,000.00	1.85
999.0267.000	FRMRS SVGS BK CD (365 DAYS)	2,010,629.10	1.17-1.85
Total BalObject: 0267 - FARMERS CD (> 1 YR):		3,010,629.10	
BalObject:9999 - POOLED CASH			
999.0999.000	POOLED CASH BALANCE	27,266.39	0.00
Total Pooled Cash:		27,266.39	
Grand Totals:		50,748,115.76	

Account Typ...	March Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 001 - GENERAL FUND					
Revenue	1,700,007.05	11,913,085.71	10,436,740.05	-1,476,345.66	15,884,150.00
Expense	1,135,003.63	11,819,205.09	10,962,341.04	856,864.05	15,759,055.00
Total Fund: 001 - GENERAL FUND:	565,003.42	93,880.62	-525,600.99	-619,481.61	125,095.00
Fund: 010 - CASH FLOW RESERVE FUND					
Revenue	1,343.05	11,995.20	14,293.07	2,297.87	16,000.00
Total Fund: 010 - CASH FLOW RESERVE FUND:	1,343.05	11,995.20	14,293.07	2,297.87	16,000.00
Fund: 030 - CAPITAL RESERVE					
Revenue	80,350.45	441,544.32	544,594.24	103,049.92	588,726.00
Expense	836.90	607,917.60	540,065.47	67,852.13	810,882.00
Total Fund: 030 - CAPITAL RESERVE:	79,513.55	-166,373.28	4,528.77	170,902.05	-222,156.00
Fund: 031 - CAPITAL RSRV-BLDG MAINT					
Revenue	544.13	2,249.10	16,930.42	14,681.32	3,000.00
Expense	0.00	192,897.81	12,300.00	180,597.81	257,300.00
Total Fund: 031 - CAPITAL RSRV-BLDG MAINT:	544.13	-190,648.71	4,630.42	195,279.13	-254,300.00
Fund: 032 - CIP LARGE VEHICLE/EQUIPMENT					
Revenue	0.00	79,499.97	0.00	-79,499.97	106,000.00
Total Fund: 032 - CIP LARGE VEHICLE/EQUIPMENT:	0.00	79,499.97	0.00	-79,499.97	106,000.00
Fund: 050 - COLISEUM ACTIVITY FUND					
Revenue	5,705.02	30,870.99	29,696.86	-1,174.13	41,173.00
Expense	5,850.59	33,863.22	39,783.04	-5,919.82	45,170.00
Total Fund: 050 - COLISEUM ACTIVITY FUND:	-145.57	-2,992.23	-10,086.18	-7,093.95	-3,997.00
Fund: 110 - ROAD USE TAX					
Revenue	245,380.44	2,548,980.00	2,779,773.38	230,793.38	3,400,000.00
Expense	794,397.72	2,885,287.95	2,949,820.68	-64,532.73	3,848,588.00
Total Fund: 110 - ROAD USE TAX:	-549,017.28	-336,307.95	-170,047.30	166,260.65	-448,588.00
Fund: 112 - EMPLOYEE BENEFITS FUND					
Revenue	684,894.75	1,952,268.12	2,056,085.07	103,816.95	2,604,066.00
Expense	575,543.23	2,068,292.07	1,776,873.80	291,418.27	2,757,724.00
Total Fund: 112 - EMPLOYEE BENEFITS FUND:	109,351.52	-116,023.95	279,211.27	395,235.22	-153,658.00
Fund: 117 - POLICE/FIRE RETIREMENT					
Revenue	13,513.21	873,512.82	664,856.50	-208,656.32	1,165,150.00
Expense	454,386.76	860,926.86	1,026,882.91	-165,956.05	1,148,362.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 03/31/2018

Account Typ...	March Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Total Fund: 117 - POLICE/FIRE RETIREMENT:	-440,873.55	12,585.96	-362,026.41	-374,612.37	16,788.00
Fund: 119 - EMERGENCY FUND					
Revenue	2,619.54	171,515.43	130,617.41	-40,898.02	228,779.00
Expense	7,451.58	171,515.61	130,617.41	40,898.20	228,779.00
Total Fund: 119 - EMERGENCY FUND:	-4,832.04	-0.18	0.00	0.18	0.00
Fund: 121 - LOCAL OPTION SALES TAX					
Revenue	490,758.34	2,638,944.00	2,546,046.31	-92,897.69	3,520,000.00
Expense	814,435.64	3,562,194.15	3,237,109.90	325,084.25	4,751,301.00
Total Fund: 121 - LOCAL OPTION SALES TAX:	-323,677.30	-923,250.15	-691,063.59	232,186.56	-1,231,301.00
Fund: 125 - TAX INCREMENT FINANCING					
Revenue	786.82	142,832.07	117,691.47	-25,140.60	190,519.00
Expense	25,027.00	506,483.46	257,300.03	249,183.43	675,394.00
Total Fund: 125 - TAX INCREMENT FINANCING:	-24,240.18	-363,651.39	-139,608.56	224,042.83	-484,875.00
Fund: 130 - CITY TORT LIABILITY					
Revenue	88.59	52,747.92	79,507.78	26,759.86	70,359.00
Expense	15,895.19	64,714.68	105,458.15	-40,743.47	86,321.00
Total Fund: 130 - CITY TORT LIABILITY:	-15,806.60	-11,966.76	-25,950.37	-13,983.61	-15,962.00
Fund: 132 - GRANTS-STATE/LOCAL AGENCIES					
Revenue	55.42	86,393.88	45,316.53	-41,077.35	115,200.00
Expense	4,282.00	86,215.50	4,282.00	81,933.50	115,000.00
Total Fund: 132 - GRANTS-STATE/LOCAL AGENCIES:	-4,226.58	178.38	41,034.53	40,856.15	200.00
Fund: 140 - PARK & REC DONATION FUND					
Revenue	20,966.89	98,774.64	176,701.37	77,926.73	131,700.00
Expense	94.95	138,314.61	187,543.69	-49,229.08	184,420.00
Total Fund: 140 - PARK & REC DONATION FUND:	20,871.94	-39,539.97	-10,842.32	28,697.65	-52,720.00
Fund: 141 - MTOWN TENNIS ASSOC					
Revenue	2.08	8.91	14.67	5.76	12.00
Total Fund: 141 - MTOWN TENNIS ASSOC:	2.08	8.91	14.67	5.76	12.00
Fund: 142 - SOFTBALL ASSOCIATION FUND					
Revenue	0.31	20,114.28	3,262.89	-16,851.39	26,830.00
Expense	66.65	20,115.54	14,346.73	5,768.81	26,830.00
Total Fund: 142 - SOFTBALL ASSOCIATION FUND:	-66.34	-1.26	-11,083.84	-11,082.58	0.00
Fund: 144 - LIVE HEALTHY IOWA					
Revenue	6.17	4,824.27	43.41	-4,780.86	6,435.00
Expense	0.00	5,667.57	381.48	5,286.09	7,558.00
Total Fund: 144 - LIVE HEALTHY IOWA :	6.17	-843.30	-338.07	505.23	-1,123.00
Fund: 150 - COPS FAST GRANTS					
Revenue	0.00	33,137.46	32,886.78	-250.68	44,201.00
Expense	-3,710.98	33,137.28	35,026.64	-1,889.36	44,201.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 03/31/2018

Account Typ...	March Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Total Fund: 150 - COPS FAST GRANTS:	3,710.98	0.18	-2,139.86	-2,140.04	0.00
Fund: 151 - DEPT OF JUSTICE GRANTS					
Revenue	699.20	17,243.10	14,188.35	-3,054.75	23,000.00
Expense	0.00	17,243.10	13,098.91	4,144.19	23,000.00
Total Fund: 151 - DEPT OF JUSTICE GRANTS:	699.20	0.00	1,089.44	1,089.44	0.00
Fund: 152 - POLICE UNDESIGNATED GRANTS					
Revenue	-699.20	73,088.19	73,838.73	750.54	97,490.00
Expense	1,541.16	73,088.19	78,763.11	-5,674.92	97,490.00
Total Fund: 152 - POLICE UNDESIGNATED GRANTS:	-2,240.36	0.00	-4,924.38	-4,924.38	0.00
Fund: 153 - POLICE DEPT DONATION FUND					
Revenue	19,383.70	5,772.69	36,599.52	30,826.83	7,700.00
Expense	475.00	9,671.13	9,006.29	664.84	12,900.00
Total Fund: 153 - POLICE DEPT DONATION FUND:	18,908.70	-3,898.44	27,593.23	31,491.67	-5,200.00
Fund: 156 - FIRE DEPT DONATION FUND					
Revenue	10.44	15,046.47	19,250.58	4,204.11	20,070.00
Expense	410.59	14,995.71	14,041.31	954.40	20,000.00
Total Fund: 156 - FIRE DEPT DONATION FUND:	-400.15	50.76	5,209.27	5,158.51	70.00
Fund: 157 - FIRE DEPT GRANTS					
Revenue	5.70	22.41	40.11	17.70	30.00
Total Fund: 157 - FIRE DEPT GRANTS:	5.70	22.41	40.11	17.70	30.00
Fund: 160 - ECONOMIC DEVELOPMENT GIFT					
Revenue	61.83	262.35	434.95	172.60	350.00
Total Fund: 160 - ECONOMIC DEVELOPMENT GIFT:	61.83	262.35	434.95	172.60	350.00
Fund: 161 - SURETY DEPOSITS/SUBDIVIDER					
Revenue	12.90	52.47	90.73	38.26	70.00
Total Fund: 161 - SURETY DEPOSITS/SUBDIVIDER:	12.90	52.47	90.73	38.26	70.00
Fund: 170 - LIBRARY DONATION FUND					
Revenue	1,645.44	15,462.54	23,611.45	8,148.91	20,625.00
Expense	1,789.02	17,767.89	16,723.23	1,044.66	23,700.00
Total Fund: 170 - LIBRARY DONATION FUND:	-143.58	-2,305.35	6,888.22	9,193.57	-3,075.00
Fund: 177 - SEIZED ASSETS (POLICE)					
Revenue	554.02	7,684.38	11,667.98	3,983.60	10,250.00
Expense	3,459.80	2,249.10	5,618.31	-3,369.21	3,000.00
Total Fund: 177 - SEIZED ASSETS (POLICE):	-2,905.78	5,435.28	6,049.67	614.39	7,250.00
Fund: 179 - OTHER COMM AND ECON DEVELOPMENT					
Revenue	49,854.35	116,315.91	206,366.59	90,050.68	155,150.00
Expense	7,504.51	58,901.94	22,334.07	36,567.87	78,568.00
Total Fund: 179 - OTHER COMM AND ECON DEVELOPMENT:	42,349.84	57,413.97	184,032.52	126,618.55	76,582.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 03/31/2018

Account Typ...	March Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 180 - HOUSING GRANTS					
Revenue	32.74	131.13	717.62	586.49	175.00
Expense	102.12	6,799.23	9,816.52	-3,017.29	9,070.00
Total Fund: 180 - HOUSING GRANTS:	-69.38	-6,668.10	-9,098.90	-2,430.80	-8,895.00
Fund: 181 - (D)HUD LEAD GRANT					
Expense	0.00	0.00	12.37	-12.37	0.00
Total Fund: 181 - (D)HUD LEAD GRANT:	0.00	0.00	12.37	-12.37	0.00
Fund: 182 - #4 HUD LEAD GRANT					
Expense	9,267.11	0.00	9,267.11	-9,267.11	0.00
Total Fund: 182 - #4 HUD LEAD GRANT:	9,267.11	0.00	9,267.11	-9,267.11	0.00
Fund: 184 - VOUCHERS - 002, 003					
Revenue	124,332.43	1,045,554.03	973,768.02	-71,786.01	1,394,630.00
Expense	121,522.65	1,074,454.02	1,080,070.12	-5,616.10	1,433,092.00
Total Fund: 184 - VOUCHERS - 002, 003:	2,809.78	-28,899.99	-106,302.10	-77,402.11	-38,462.00
Fund: 186 - CBDG GRANTS-NSP					
Revenue	0.00	60,164.73	80,239.54	20,074.81	80,247.00
Expense	0.00	45,333.54	60,564.21	-15,230.67	60,470.00
Total Fund: 186 - CBDG GRANTS-NSP:	0.00	14,831.19	19,675.33	4,844.14	19,777.00
Fund: 187 - HUD LEAD MATCH					
Expense	40,262.24	0.00	40,262.24	-40,262.24	0.00
Total Fund: 187 - HUD LEAD MATCH:	40,262.24	0.00	40,262.24	-40,262.24	0.00
Fund: 188 - #5 HUD LEAD GRANT					
Revenue	0.00	603,554.31	804,765.61	201,211.30	804,752.00
Expense	0.00	543,801.60	726,387.46	-182,585.86	725,182.00
Total Fund: 188 - #5 HUD LEAD GRANT:	0.00	59,752.71	78,378.15	18,625.44	79,570.00
Fund: 190 - 911 SURCHARGE					
Revenue	15,741.87	224,910.00	257,149.01	32,239.01	300,000.00
Expense	8,451.74	622,723.41	190,165.23	432,558.18	830,418.00
Total Fund: 190 - 911 SURCHARGE:	7,290.13	-397,813.41	66,983.78	464,797.19	-530,418.00
Fund: 200 - GO BONDS DEBT FUND					
Revenue	37,295.68	3,223,114.38	1,773,902.76	-1,449,211.62	4,299,084.00
Expense	0.00	3,318,311.97	290,781.25	3,027,530.72	4,424,418.00
Total Fund: 200 - GO BONDS DEBT FUND:	37,295.68	-95,197.59	1,483,121.51	1,578,319.10	-125,334.00
Fund: 300 - CIP COLLECTION FUND					
Revenue	6,740.79	430,661.97	328,984.71	-101,677.26	574,445.00
Expense	80,068.33	520,637.67	543,403.47	-22,765.80	694,226.00
Total Fund: 300 - CIP COLLECTION FUND:	-73,327.54	-89,975.70	-214,418.76	-124,443.06	-119,781.00
Fund: 310 - FEDERAL STREET GRANTS					
Revenue	468,112.30	659,036.97	808,731.43	149,694.46	878,716.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 03/31/2018

Account Typ...	March Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Expense	0.00	987.75	1,316.60	-328.85	1,317.00
Total Fund: 310 - FEDERAL STREET GRANTS:	468,112.30	658,049.22	807,414.83	149,365.61	877,399.00
Fund: 312 - AIRPORT PROJECT FUND					
Revenue	400,950.00	406,939.23	445,731.00	38,791.77	542,618.00
Expense	0.00	347,798.79	490,200.01	-142,401.22	463,732.00
Total Fund: 312 - AIRPORT PROJECT FUND:	400,950.00	59,140.44	-44,469.01	-103,609.45	78,886.00
Fund: 320 - SPECIAL ASSESSMENT PROJECTS					
Revenue	0.00	9,596.16	7,779.00	-1,817.16	12,800.00
Total Fund: 320 - SPECIAL ASSESSMENT PROJECTS:	0.00	9,596.16	7,779.00	-1,817.16	12,800.00
Fund: 340 - BIKE PATH PROJECT FUND					
Revenue	0.00	664,761.69	161,898.71	-502,862.98	886,397.00
Expense	40,135.68	733,881.24	997,231.15	-263,349.91	978,899.00
Total Fund: 340 - BIKE PATH PROJECT FUND:	-40,135.68	-69,119.55	-835,332.44	-766,212.89	-92,502.00
Fund: 341 - TREES FOREVER PROJECT					
Revenue	3,772.45	3,830.94	5,900.93	2,069.99	5,110.00
Expense	0.00	2,361.51	1,098.95	1,262.56	3,150.00
Total Fund: 341 - TREES FOREVER PROJECT:	3,772.45	1,469.43	4,801.98	3,332.55	1,960.00
Fund: 350 - GO BONDS CAPITAL PROJECTS					
Revenue	10.51	0.00	73.93	73.93	0.00
Total Fund: 350 - GO BONDS CAPITAL PROJECTS:	10.51	0.00	73.93	73.93	0.00
Fund: 353 - 2014 GO BONDS					
Revenue	0.00	0.00	13.73	13.73	0.00
Total Fund: 353 - 2014 GO BONDS:	0.00	0.00	13.73	13.73	0.00
Fund: 354 - POLICE & FIRE STATIONS					
Revenue	13,883.49	9,522,389.52	12,863,418.72	3,341,029.20	12,701,600.00
Expense	396,103.52	6,747,299.64	2,422,531.42	4,324,768.22	9,000,000.00
Total Fund: 354 - POLICE & FIRE STATIONS:	-382,220.03	2,775,089.88	10,440,887.30	7,665,797.42	3,701,600.00
Fund: 355 - 2015 GO BONDS (D&D)					
Revenue	138.79	749.70	1,217.60	467.90	1,000.00
Expense	500.00	67,473.00	58,485.04	8,987.96	90,000.00
Total Fund: 355 - 2015 GO BONDS (D&D):	-361.21	-66,723.30	-57,267.44	9,455.86	-89,000.00
Fund: 356 - 2016 BONDS - STREET PROJECTS					
Revenue	866.54	1,032,413.22	1,625,480.77	593,067.55	1,377,102.00
Expense	0.00	2,417,259.06	3,472,681.21	-1,055,422.15	3,224,302.00
Total Fund: 356 - 2016 BONDS - STREET PROJECTS:	866.54	-1,384,845.84	-1,847,200.44	-462,354.60	-1,847,200.00
Fund: 357 - 2018 CY STREET PROJECTS					
Revenue	0.00	187,425.00	0.00	-187,425.00	250,000.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 03/31/2018

Account Typ...	March Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Expense	0.00	187,425.00	0.00	187,425.00	250,000.00
Total Fund: 357 - 2018 CY STREET PROJECTS:	0.00	0.00	0.00	0.00	0.00
Fund: 382 - PUBLIC WORKS FACILITY					
Revenue	0.00	3.69	4.46	0.77	5.00
Expense	0.00	952.83	1,270.44	-317.61	1,271.00
Total Fund: 382 - PUBLIC WORKS FACILITY:	0.00	-949.14	-1,265.98	-316.84	-1,266.00
Fund: 392 - TIF DISTRICT III CAP PROJECTS					
Revenue	0.00	18.72	34.27	15.55	25.00
Expense	5,871.29	0.00	23,680.41	-23,680.41	0.00
Total Fund: 392 - TIF DISTRICT III CAP PROJECTS:	-5,871.29	18.72	-23,646.14	-23,664.86	25.00
Fund: 393 - TIF DISTRICT IV CAP PROJECTS					
Revenue	0.00	80,013.15	88,907.90	8,894.75	106,727.00
Expense	11,192.79	78,181.47	96,756.85	-18,575.38	104,250.00
Total Fund: 393 - TIF DISTRICT IV CAP PROJECTS:	-11,192.79	1,831.68	-7,848.95	-9,680.63	2,477.00
Fund: 610 - WATER POLLUTION CONTROL					
Revenue	278,136.03	5,573.25	3,463,223.44	3,457,650.19	7,431.00
Expense	266,396.16	5,517,314.82	3,450,803.34	2,066,511.48	7,358,587.00
Total Fund: 610 - WATER POLLUTION CONTROL:	11,739.87	-5,511,741.57	12,420.10	5,524,161.67	-7,351,156.00
Fund: 611 - WPCP REVENUE					
Revenue	624,686.71	5,534,957.07	5,719,700.23	184,743.16	7,382,896.00
Expense	278,136.03	0.00	3,455,793.10	-3,455,793.10	0.00
Total Fund: 611 - WPCP REVENUE:	346,550.68	5,534,957.07	2,263,907.13	-3,271,049.94	7,382,896.00
Fund: 612 - WPCP REVENUE BOND FUND					
Revenue	0.00	2,848.86	2,058.74	-790.12	3,800.00
Expense	0.00	162,566.19	433,568.21	-271,002.02	216,755.00
Total Fund: 612 - WPCP REVENUE BOND FUND:	0.00	-159,717.33	-431,509.47	-271,792.14	-212,955.00
Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV					
Revenue	1,261.43	3,748.50	8,873.85	5,125.35	5,000.00
Total Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV:	1,261.43	3,748.50	8,873.85	5,125.35	5,000.00
Fund: 615 - WPCP PLANT & IMPROVEMENTS					
Expense	0.00	292.32	390.00	-97.68	390.00
Total Fund: 615 - WPCP PLANT & IMPROVEMENTS:	0.00	292.32	390.00	-97.68	390.00
Fund: 616 - SANITARY SEWER REHAB PROJECT					
Revenue	0.00	0.00	290,150.80	290,150.80	0.00
Expense	2,321.50	464,999.94	350,728.58	114,271.36	620,000.00
Total Fund: 616 - SANITARY SEWER REHAB PROJECT:	-2,321.50	-464,999.94	-60,577.78	404,422.16	-620,000.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 03/31/2018

Account Typ...	March Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 617 - SANITARY SEWER NEW CONSTRUCTN					
Revenue	300.00	10,495.80	14,300.00	3,804.20	14,000.00
Total Fund: 617 - SANITARY SEWER NEW CONSTRUCTN:	300.00	10,495.80	14,300.00	3,804.20	14,000.00
Fund: 690 - TRANSIT OPERATING					
Revenue	27,473.48	564,034.50	463,151.76	-100,882.74	752,347.00
Expense	53,556.74	571,802.22	472,067.76	99,734.46	762,709.00
Total Fund: 690 - TRANSIT OPERATING:	-26,083.26	-7,767.72	-8,916.00	-1,148.28	-10,362.00
Fund: 740 - STORM SEWER UTILITY					
Revenue	108,111.90	1,114,803.90	1,061,646.50	-53,157.40	1,487,000.00
Expense	34,382.27	751,384.89	401,672.74	349,712.15	1,002,085.00
Total Fund: 740 - STORM SEWER UTILITY:	73,729.63	363,419.01	659,973.76	296,554.75	484,915.00
Fund: 741 - 2016 GO STORM WATER PROJ					
Revenue	4,131.48	4,123.35	20,306.47	16,183.12	5,500.00
Expense	25,763.95	74,970.00	199,939.94	-124,969.94	100,000.00
Total Fund: 741 - 2016 GO STORM WATER PROJ:	-21,632.47	-70,846.65	-179,633.47	-108,786.82	-94,500.00
Fund: 750 - COMPOSTING FACILITY					
Revenue	805.78	51,660.99	41,472.80	-10,188.19	68,909.00
Expense	3,101.99	57,925.71	40,439.44	17,486.27	77,266.00
Total Fund: 750 - COMPOSTING FACILITY:	-2,296.21	-6,264.72	1,033.36	7,298.08	-8,357.00
Fund: 760 - P&R CONCESSIONS ENTERPRISE					
Revenue	0.00	28,506.51	21,324.10	-7,182.41	38,024.00
Expense	434.66	45,473.85	48,424.92	-2,951.07	60,657.00
Total Fund: 760 - P&R CONCESSIONS ENTERPRISE:	-434.66	-16,967.34	-27,100.82	-10,133.48	-22,633.00
Fund: 881 - OCCUPATIONAL INSURANCE ESCROW					
Revenue	10,479.44	0.00	96,220.12	96,220.12	0.00
Expense	1,664.99	0.00	37,515.52	-37,515.52	0.00
Total Fund: 881 - OCCUPATIONAL INSURANCE ESCROW:	8,814.45	0.00	58,704.60	58,704.60	0.00
Fund: 884 - GROUP HEALTH INSURANCE ESCROW					
Revenue	206,774.72	0.00	1,963,369.98	1,963,369.98	0.00
Expense	315,028.23	0.00	2,052,521.84	-2,052,521.84	0.00
Total Fund: 884 - GROUP HEALTH INSURANCE ESCROW:	-108,253.51	0.00	-89,151.86	-89,151.86	0.00
Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND					
Revenue	46.41	0.00	328.14	328.14	0.00
Expense	184.88	0.00	272.40	-272.40	0.00
Total Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND:	-138.47	0.00	55.74	55.74	0.00
Fund: 910 - POLICE PENSION - T & A					
Revenue	2,355.93	0.00	7,853.10	7,853.10	0.00
Expense	785.31	0.00	7,853.10	-7,853.10	0.00
Total Fund: 910 - POLICE PENSION - T & A:	1,570.62	0.00	0.00	0.00	0.00

Account Typ...	March Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 913 - 911 Commision					
Revenue	47,364.90	0.00	99,299.93	99,299.93	0.00
Expense	66,246.17	0.00	149,590.58	-149,590.58	0.00
Total Fund: 913 - 911 Commision:	-18,881.27	0.00	-50,290.65	-50,290.65	0.00
Report Total:	96,135.15	-782,806.86	10,505,865.15	11,288,672.01	-1,040,414.00

Fund Summary

Fund	March Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
001 - GENERAL FUND	565,003.42	93,880.62	-525,600.99	-619,481.61	125,095.00
010 - CASH FLOW RESERVE FUND	1,343.05	11,995.20	14,293.07	2,297.87	16,000.00
030 - CAPITAL RESERVE	79,513.55	-166,373.28	4,528.77	170,902.05	-222,156.00
031 - CAPITAL RSRV-BLDG MAINT	544.13	-190,648.71	4,630.42	195,279.13	-254,300.00
032 - CIP LARGE VEHICLE/EQUIPMI	0.00	79,499.97	0.00	-79,499.97	106,000.00
050 - COLISEUM ACTIVITY FUND	-145.57	-2,992.23	-10,086.18	-7,093.95	-3,997.00
110 - ROAD USE TAX	-549,017.28	-336,307.95	-170,047.30	166,260.65	-448,588.00
112 - EMPLOYEE BENEFITS FUND	109,351.52	-116,023.95	279,211.27	395,235.22	-153,658.00
117 - POLICE/FIRE RETIREMENT	-440,873.55	12,585.96	-362,026.41	-374,612.37	16,788.00
119 - EMERGENCY FUND	-4,832.04	-0.18	0.00	0.18	0.00
121 - LOCAL OPTION SALES TAX	-323,677.30	-923,250.15	-691,063.59	232,186.56	-1,231,301.00
125 - TAX INCREMENT FINANCING	-24,240.18	-363,651.39	-139,608.56	224,042.83	-484,875.00
130 - CITY TORT LIABILITY	-15,806.60	-11,966.76	-25,950.37	-13,983.61	-15,962.00
132 - GRANTS-STATE/LOCAL AGEN	-4,226.58	178.38	41,034.53	40,856.15	200.00
140 - PARK & REC DONATION FUNI	20,871.94	-39,539.97	-10,842.32	28,697.65	-52,720.00
141 - MTOWN TENNIS ASSOC	2.08	8.91	14.67	5.76	12.00
142 - SOFTBALL ASSOCIATION FUN	-66.34	-1.26	-11,083.84	-11,082.58	0.00
144 - LIVE HEALTHY IOWA	6.17	-843.30	-338.07	505.23	-1,123.00
150 - COPS FAST GRANTS	3,710.98	0.18	-2,139.86	-2,140.04	0.00
151 - DEPT OF JUSTICE GRANTS	699.20	0.00	1,089.44	1,089.44	0.00
152 - POLICE UNDESIGNATED GRAI	-2,240.36	0.00	-4,924.38	-4,924.38	0.00
153 - POLICE DEPT DONATION FUN	18,908.70	-3,898.44	27,593.23	31,491.67	-5,200.00
156 - FIRE DEPT DONATION FUND	-400.15	50.76	5,209.27	5,158.51	70.00
157 - FIRE DEPT GRANTS	5.70	22.41	40.11	17.70	30.00
160 - ECONOMIC DEVELOPMENT C	61.83	262.35	434.95	172.60	350.00
161 - SURETY DEPOSITS/SUBDIVIDI	12.90	52.47	90.73	38.26	70.00
170 - LIBRARY DONATION FUND	-143.58	-2,305.35	6,888.22	9,193.57	-3,075.00
177 - SEIZED ASSETS (POLICE)	-2,905.78	5,435.28	6,049.67	614.39	7,250.00
179 - OTHER COMM AND ECON DE	42,349.84	57,413.97	184,032.52	126,618.55	76,582.00
180 - HOUSING GRANTS	-69.38	-6,668.10	-9,098.90	-2,430.80	-8,895.00
181 - (D)HUD LEAD GRANT	0.00	0.00	-12.37	-12.37	0.00
182 - #4 HUD LEAD GRANT	-9,267.11	0.00	-9,267.11	-9,267.11	0.00
184 - VOUCHERS - 002, 003	2,809.78	-28,899.99	-106,302.10	-77,402.11	-38,462.00
186 - CBDG GRANTS-NSP	0.00	14,831.19	19,675.33	4,844.14	19,777.00
187 - HUD LEAD MATCH	-40,262.24	0.00	-40,262.24	-40,262.24	0.00
188 - #5 HUD LEAD GRANT	0.00	59,752.71	78,378.15	18,625.44	79,570.00
190 - 911 SURCHARGE	7,290.13	-397,813.41	66,983.78	464,797.19	-530,418.00
200 - GO BONDS DEBT FUND	37,295.68	-95,197.59	1,483,121.51	1,578,319.10	-125,334.00
300 - CIP COLLECTION FUND	-73,327.54	-89,975.70	-214,418.76	-124,443.06	-119,781.00
310 - FEDERAL STREET GRANTS	468,112.30	658,049.22	807,414.83	149,365.61	877,399.00

Monthly Budget Report - Marshalltown
For Fiscal: Current Period Ending: 03/31/2018

312 - AIRPORT PROJECT FUND	400,950.00	59,140.44	-44,469.01	-103,609.45	78,886.00
320 - SPECIAL ASSESSMENT PROJEC	0.00	9,596.16	7,779.00	-1,817.16	12,800.00
340 - BIKE PATH PROJECT FUND	-40,135.68	-69,119.55	-835,332.44	-766,212.89	-92,502.00
341 - TREES FOREVER PROJECT	3,772.45	1,469.43	4,801.98	3,332.55	1,960.00
350 - GO BONDS CAPITAL PROJECT	10.51	0.00	73.93	73.93	0.00
353 - 2014 GO BONDS	0.00	0.00	13.73	13.73	0.00
354 - POLICE & FIRE STATIONS	-382,220.03	2,775,089.88	10,440,887.30	7,665,797.42	3,701,600.00
355 - 2015 GO BONDS (D&D)	-361.21	-66,723.30	-57,267.44	9,455.86	-89,000.00
356 - 2016 BONDS - STREET PROJEC	866.54	-1,384,845.84	-1,847,200.44	-462,354.60	-1,847,200.00
357 - 2018 CY STREET PROJECTS	0.00	0.00	0.00	0.00	0.00
382 - PUBLIC WORKS FACILITY	0.00	-949.14	-1,265.98	-316.84	-1,266.00
392 - TIF DISTRICT III CAP PROJECT	-5,871.29	18.72	-23,646.14	-23,664.86	25.00
393 - TIF DISTRICT IV CAP PROJECT	-11,192.79	1,831.68	-7,848.95	-9,680.63	2,477.00
610 - WATER POLLUTION CONTROL	11,739.87	-5,511,741.57	12,420.10	5,524,161.67	-7,351,156.00
611 - WPCP REVENUE	346,550.68	5,534,957.07	2,263,907.13	-3,271,049.94	7,382,896.00
612 - WPCP REVENUE BOND FUND	0.00	-159,717.33	-431,509.47	-271,792.14	-212,955.00
614 - WPCP CAPITAL IMPROVEMENT	1,261.43	3,748.50	8,873.85	5,125.35	5,000.00
615 - WPCP PLANT & IMPROVEMENT	0.00	-292.32	-390.00	-97.68	-390.00
616 - SANITARY SEWER REHAB PRC	-2,321.50	-464,999.94	-60,577.78	404,422.16	-620,000.00
617 - SANITARY SEWER NEW CON	300.00	10,495.80	14,300.00	3,804.20	14,000.00
690 - TRANSIT OPERATING	-26,083.26	-7,767.72	-8,916.00	-1,148.28	-10,362.00
740 - STORM SEWER UTILITY	73,729.63	363,419.01	659,973.76	296,554.75	484,915.00
741 - 2016 GO STORM WATER PRC	-21,632.47	-70,846.65	-179,633.47	-108,786.82	-94,500.00
750 - COMPOSTING FACILITY	-2,296.21	-6,264.72	1,033.36	7,298.08	-8,357.00
760 - P&R CONCESSIONS ENTERPR	-434.66	-16,967.34	-27,100.82	-10,133.48	-22,633.00
881 - OCCUPATIONAL INSURANCE	8,814.45	0.00	58,704.60	58,704.60	0.00
884 - GROUP HEALTH INSURANCE I	-108,253.51	0.00	-89,151.86	-89,151.86	0.00
886 - WORKMAN'S COMP DEDUCT	-138.47	0.00	55.74	55.74	0.00
910 - POLICE PENSION - T & A	1,570.62	0.00	0.00	0.00	0.00
913 - 911 Commision	-18,881.27	0.00	-50,290.65	-50,290.65	0.00
Report Total:	96,135.15	-782,806.86	10,505,865.15	11,288,672.01	-1,040,414.00

*This report does not include City Agency Funds, 951,952,953.

MARSHALLTOWN

I O W A

April 23, 2018

To: Mayor, Members of the City Council and City Administrator

From: Shari L. Coughenour, CMC, City Clerk

Re: Memorandum of Understanding with the Iowa Department of Transportation regarding Parking-related Citations.

Policy Issue: In order to collect on the parking tickets that have been issued, the City has negotiated an agreement with the IDOT to receive a weekly upload file of owner and vehicle information .

Recommendation: Staff is recommending approval of the renewal of this memorandum of understanding with the IDOT.

Background: The City issues parking tickets for safety reasons in residential and city owned parking lots. Individuals generally pay the parking tickets promptly to avoid the late fee. The weekly upload file is used to send reminder letters for tickets that have not been paid.

Budget Impact: No cost for the agreement.

Attachment: Resolution, Memorandum.

City Clerk's Office

24 North Center Street, Marshalltown, IA 50158
Tel. (641) 754-5701 – clerk@marshalltown-ia.gov

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH
THE IOWA DEPARTMENT OF TRANSPORTATION FOR FILE TRANSFER OF
IOWA VEHICLE AND OWNER RECORD INFORMATION RELATING TO
PARKING-RELATED CITATIONS

WHEREAS the City Council of Marshalltown, Iowa, has negotiated a Memorandum of Understanding (Agreement) for receipt of Vehicle Record Information with the Iowa Department of Transportation; and

WHEREAS the City Council of Marshalltown finds that this Agreement is in the best interest of the City.

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

Section 1. That the attached Agreement with the Iowa Department of Transportation is hereby approved in all respects and particulars.

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

Passed this ____ day of April, 2018, and signed this _____ day of April, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

MEMORANDUM OF UNDERSTANDING

MOU-2018-COM-001

BETWEEN THE

IOWA DEPARTMENT OF TRANSPORTATION, MOTOR VEHICLE DIVISION

AND THE

CITY OF MARSHALLTOWN, IOWA

PARTIES: THIS AGREEMENT is made and entered into on the date of signing between the Iowa Department of Transportation, Motor Vehicle Division (hereinafter "Provider"), and the City of Marshalltown, Iowa (hereinafter "Recipient").

PURPOSE: The purpose of this Agreement is to allow the Recipient to receive a secure weekly file transfer from the Provider containing certain Iowa vehicle and owner record information, as set forth in Schedule A attached hereto, in order to carry out the official functions of a Federal, state, or local government agency; specifically in order to issue, verify and process parking-related citations. Recipient agrees to use this information subject to and in accordance with the limitations of all applicable state and Federal law, including Iowa Code §321.11 and the Driver's Privacy Protection Act of 1994, 18 U.S.C. §§2721-25 (hereinafter "DPPA").

DATA TO BE PROVIDED: Information from Iowa vehicle and owner records as designated by the fields listed on Schedule A of this Agreement.

METHOD OF DATA ACQUISITION: Recipient will obtain the vehicle and owner record information from Provider by means of a secure, encrypted file transfer process on a weekly basis. Recipient agrees to take all necessary and reasonable measures to ensure the integrity and security of this process in accordance with industry standards and all applicable state and Federal law, as discussed in "Protection of Data."

AGREEMENT ADMINISTRATORS: Melissa Spiegel, Director of the Motor Vehicle Division, is the Authorized State Official for this Agreement. The Authorized State Official must approve any changes in the terms or conditions of this Agreement. Negotiations concerning this Agreement should be referred to the above named person at 515-237-3121 or melissa.spiegel@iowadot.us

Shari L. Coughenour, CMC, City Clerk, for the City of Marshalltown, Iowa has been designated by the Recipient to act as Agreement Coordinator. This individual is responsible for all administrative matters of this Agreement. Negotiations concerning the Agreement should be referred to the above named person at 641-754-5701 or clerk@marshalltown-ia.gov.

DURATION: Subject to the provisions discussed below in "Modification and Termination," this Agreement shall remain in effect for two (2) years from the effective date or until modified or terminated as provided in this Agreement, whichever occurs first. This Agreement may be extended for an additional period of two (2) years by written Agreement signed by the authorized representatives for the parties.

LIMITATIONS ON USE: Recipient agrees to use the vehicle and owner record information subject to and in accordance with the limitations of all applicable state and Federal laws, including the DPPA, 18 U.S.C. §§2721-25, and Iowa Code §321.11.

PROTECTION OF DATA: Recipient agrees to employ any and all security measures as are reasonably necessary to protect against illegal or unauthorized access to any data and/or information that Recipient (including its agents and employees) comes to possess as a result of this Agreement. Recipient agrees not to sell, assign, transfer or otherwise disclose the vehicle and owner record information or any part thereof except for purposes expressly permitted under the DPPA and Iowa Code §321.11. Transfer means dissemination by written, audio or electronic means. Recipient agrees and acknowledges that the duties set forth herein are ongoing for the life of the data and do not lapse or cease in the event the Agreement is terminated or otherwise modified.

REQUIREMENT OF THIRD-PARTY CONTRACT: Recipient shall enter into a written contract with any third-party (individual or entity) to which it transfers or rediscloses the vehicle and owner record information, or any part thereof, received from Provider. This contract shall require the third-party to adhere to the DPPA and Iowa Code §321.11 in the use or redisclosure of any information or data received. Recipient agrees to supply Provider with a list of any such third-parties and copies of signed contracts upon request.

RECORD KEEPING: In compliance with the DPPA, Recipient agrees to keep a record for five (5) years of all persons to whom the vehicle and owner record information obtained under this Agreement is redisclosed in accordance with the preceding paragraph, and consistent with all statutory limitations found therein, which shall include the purpose for which the information is to be used by any such third party. Recipient assumes full responsibility for assuring record maintenance and protection, including determining the methods used for record keeping and the sufficiency of such methods under all applicable state and Federal law. Recipient agrees to make such records available to the Provider upon request.

NOTIFICATION AND COOPERATION: In the event of any breach of law or security involving personal information, including breach by any third party, Recipient agrees it will immediately notify Provider upon discovery and will fully cooperate with Provider to investigate the issue(s) and take all corrective action required by Provider.

INDEMNIFICATION: Recipient agrees to defend, indemnify, and hold harmless the State of Iowa, the Iowa Department of Transportation, its agents, officers, employees, and assignees from any claims arising out of or related to Recipient's access to or use of the data and/or information obtained under this Agreement. This includes, but is not limited to: Recipient's

redisclosure of any data and/or information obtained under this Agreement, whether authorized or unauthorized, while the data and/or information is under Recipient's control; any claim that Recipient failed to provide adequate security for and/or administrative control over the data/information or any part; and any claim that Recipient, or a third-party that obtained the data from or through Recipient, otherwise violated the DPPA and/or Iowa Code §321.11.

DISCLAIMER OF LIABILITY: With respect to information available from Provider, Recipient accepts and acknowledges that neither the Iowa Department of Transportation nor any of its employees, agents, officers, or assignees makes any warranty, express or implied, including the warranties of merchantability and fitness for a particular purpose, as to the vehicle and owner record information, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any data or information.

MODIFICATION AND TERMINATION: Other than modification or termination by operation of law, this Agreement can be modified by the mutual assent of both parties only. This Agreement may be terminated by either party at will with a thirty (30) day written notice, except in the case of Recipient's misuse or misappropriation of any data and/or information obtained under this Agreement, including, but not limited to, breach of security or illegal or unauthorized access, or any other use of information prohibited by law, in which case Provider reserves the right to immediately terminate this Agreement.

This **AGREEMENT** is effective on the date of execution of the last signatory hereto.

IOWA DEPARTMENT OF TRANSPORTATION
MOTOR VEHICLE DIVISION

CITY OF MARSHALLTOWN, IOWA

BY: _____
Melissa Spiegel, Director
Motor Vehicle Division, IDOT

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

DATE: _____

Schedule A to MOU-2018-COM-001

Between the Iowa Department of Transportation and City of Marshalltown, Iowa

Vehicle and Owner Record Information to be Provided to Recipient
Weekly Batch Plate File

1. Owner(s) name, date of birth, social security number
2. Owner(s) mailing address
3. Managing county and renewal month
4. Vehicle make, model and year
5. License plate number, type and VIN
6. Date ticket was issued

MARSHALLTOWN

I O W A

April 23, 2018

To: Mayor, Members of the City Council and City Administrator

From: Michelle Spohnheimer, Housing & Community Development Director

Re: National Endowment for the Arts Our Town Program Authorization to Accept Grant and Sign Agreements if Awarded

Policy Issue: In September 2017 the City applied for a National Endowment for the Arts Our Town Program grant to complete a public art masterplan for the Iowa River Trail. The City agreed to match the grant with \$5,000 in funding with the remaining matching funds coming from other sources. Award announcements are pending and we are requesting the authority to accept an offer if awarded and sign necessary agreements.

Recommendation: Staff is recommending authorization to accept an award if offered and to sign any required agreements. The NEA may require a quick response so we are requesting authorization in advance of an award.

Background: The primary focus of this project is to go through a master plan process for the entire trail focusing on design elements that can be carried through the 34-mile stretch. The primary partner, Marshall County Arts & Culture Alliance along with the Marshalltown Public Art Committee, will be very active in this process assisting the project team and community engagement efforts as we work through the process. Our goal will be to work with a consultant who has specific artistic skills and trail development experience. A request for qualifications will be made available in August 2018

Budget Impact: \$5,000 local funding from LOST funds.

Attachment: Resolution

Housing & Community Development
36 North Center Street, Marshalltown, IA 50158
Tel. (641) 754-6583 - Fax (641) 754-5742

RESOLUTION AUTHORIZING STAFF TO ACCEPT AWARD AND SIGN NECESSARY AGREEMENTS RELATED TO NATIONAL ENDOWMENT FOR THE ARTS OUR TOWN PROGRAM GRANT IF AWARDED

WHEREAS the City of Marshalltown (hereinafter referred to as the “City”), State of Iowa, is a political subdivision organized and existing under the law and the Constitution of the State of Iowa (the “State”); and;

WHEREAS the City applied for a National Endowment for the Arts Our Town Program grant in September 2017 for the public art masterplan for the Iowa River Trail; and

WHEREAS the City Council agreed to match the grant application with \$5,000 of funding if awarded; and

WHEREAS the staff is requesting authorization to accept an offer if awarded and sign the required agreements; and

WHEREAS the City Council has found acceptance if awarded to be in the best interest of the City.

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

Section 1. This Council hereby authorizes City staff to accept the National Endowment for the Arts Our Town Program grant and to execute any required agreements if awarded.

Passed this ____ day of April 2018 and signed this ____ day of April 2018.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



Joel Greer, Mayor
Jessica Kinser, Administrator
Diana Steiner, Finance Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

FINANCE DEPARTMENT

April 16, 2018

To: Mayor Joel Greer
Members of the City Council

From: Diana Steiner, Finance Director/City Treasurer

Re: Resolution to Name Depositories, Maximum Deposit Amounts, and Positions Authorized to Conduct Business on Behalf of the City.

Policy Issue: Council must name the official depositories for City funds and set the maximum amount of deposits per depository.

Recommendation: The Finance Director/City Treasurer recommends adding MidWestOne Bank to the depository list at \$25 million, which is the same amount as other banks.

Background: All the financial institutions that are banks in Marshalltown are already included on the depository list. Central State Bank, which is located in Marshall County in the town of State Center, is also on the list. MidWestOne Bank has approached the City Treasurer to also be included in the list. MidWestOne Bank is located in Marshall County in the towns of Melbourne and Conrad. The City Treasurer discussed this addition with the Investment Advisory Committee at their quarterly meeting April 13, 2018 and it is now being brought forth to City Council for approval. It broadens the opportunity to get higher interest rates on CDs. When CDs are bid out, all the banks on the depository list and IPAIT (Iowa Public Agency Investment Trust) are notified and if they are interested, they submit a bid. The highest rate gets the CD.

Budget Impact: Could produce the opportunity for higher interest earnings on CDs.

Attachment: Resolution to Name Depositories

cc: Jessica Kinser, City Administrator

City Council
Susan Cahill, Leon Lamer, Mike Gowdy,
Al Hoop, Gabriel Isom, Bill Martin, Bethany Wirin



RESOLUTION TO NAME DEPOSITORIES, ESTABLISH MAXIMUM DEPOSIT
AMOUNTS, AND IDENTIFY POSITIONS AUTHORIZED TO CONDUCT BUSINESS ON
BEHALF OF THE CITY OF MARSHALLTOWN

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

Section 1. That the City Council of Marshalltown, Iowa does hereby name the following as official depositories for City funds and sets the maximum amount of deposit opposite the name of each institution:

DEPOSITORY NAME	MAXIMUM DEPOSIT
Great Western Bank Marshalltown, IA	\$25,000,000
Home Federal Savings Bank Marshalltown, IA	\$25,000,000
US Bank Marshalltown, IA	\$25,000,000
Wells Fargo Marshalltown, IA	\$25,000,000
Pinnacle Bank Marshalltown, IA	\$25,000,000
Farmers Savings Bank Marshalltown, IA	\$25,000,000
United Bank & Trust Marshalltown, IA	\$25,000,000
Citizens Savings Bank Marshalltown, IA	\$25,000,000
Central State Bank State Center, IA	\$25,000,000
GNB Bank Marshalltown, IA	\$25,000,000
MidWestOne Bank Melbourne & Conrad, IA	\$25,000,000

Section 2. That the City Council of Marshalltown, Iowa does hereby name the following positions as having authority to invest funds: City Administrator, City Treasurer, City Accounting Manager.

Passed this 23rd day of April, 2018, and signed this __ day of April, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION ORDERING CONSTRUCTION OF THE IOWA RIVER TRAIL PHASE 3 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 TRL17001

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 Iowa River Trail Phase 3, Project No. TRL17001, in the City of Marshalltown, Iowa, as is fully set forth in the plans and specifications for Project No. TRL17001, 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 Iowa River Trail Phase 3 in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications for Project No. TRL17001, 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 Iowa River Trail Phase 3 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 14th day of May, 2018, 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 5th day of June 2018. 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 25th day of June 2018, 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 23rd day of April, 2018 and signed this _____ day of April 2018.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

SHARED USE PATH IN MARSHALL COUNTY
CITY OF MARSHALLTOWN
 CGA PN: 1670 / MARSHALLTOWN PN: TRL17001

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 April 23, 2018: Resolution to Order Construction

 April 24 - May 10, 2018: Allowable Date Range for Notice of Public Hearing to be Published in TR. (4-20 Day Legal Requirement)

 May 14, 2018: Public Hearing / Place Plans "On File"

 May 15, 2018: Begin Bid Advertising & Send Informal Notices to Bidders & TSB

 May 15 - May 23, 2018: Notice to Bidders must be Posted in Required Locations (13-45 Day Legal Requirement)

 May 30, 2018: Pre Bid Meeting @ 10 AM in Council Chambers

 June 5, 2018: Bid Letting @ 10 AM in Office of the City Clerk

 June 5 - June 11, 2018: Bid Letting & TSB Documentation must be submitted to Iowa DOT

 June 25, 2018: Accept/Award Contract

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 Monthly - Contractor may submit Pay Requests

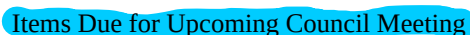
 October 19, 2018: Substantial Construction Completion

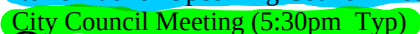
 June 28, 2019: Final Completion

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 Items Due for Upcoming Council Meeting

 City Council Meeting (5:30pm Typ)

 Possible Date To Change Due to Holidays

Schedule Subject To Change
 Project Schedule Prepared By: CGA-HAT
 ite of Last Revision: 03/30/2018

Applicant License Application ()

Name of Applicant: <u>Tannin Inc.</u>		
Name of Business (DBA): <u>Tannin Inc.</u>		
Address of Premises: <u>125 East Main Street</u>		
City <u>Marshalltown</u>	County: <u>Iowa</u>	Zip: <u>50158</u>
Business <u>(641) 751-4725</u>		
Mailing <u>125 East Main Street</u>		
City <u>Marshalltown</u>	State <u>IA</u>	Zip: <u>50158</u>

Contact Person

Name Thomas or Mary Curley	
Phone: (641) 751-4725	Email mary@marykatherines.com

Classification Special Class C Liquor License (BW) (Beer/Wine)

Term:12 months

Effective Date: 06/01/2018

Expiration Date: 01/01/1900

Privileges:

Class B Wine Permit

Special Class C Liquor License (BW) (Beer/Wine)

Status of Business

BusinessType: <u>Privately Held Corporation</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Mary Curley

First Name: <u>Mary</u>	Last Name: <u>Curley</u>	
City:	State: <u>Iowa</u>	Zip: <u>50158</u>
Position: <u>President/Treasurer</u>		
% of Ownership: <u>50.00%</u>	U.S. Citizen: Yes	

Thomas Curley

First Name: <u>Thomas</u>	Last Name: <u>Curley</u>	
City:	State: <u>Iowa</u>	Zip: <u>50158</u>
Position: <u>Vice President/Secretary</u>		
% of Ownership: <u>50.00%</u>	U.S. Citizen: Yes	

Insurance Company Information

Insurance Company: <u>Illinois Casualty Co</u>

Policy Effective Date: 06/01/2018

Policy Expiration 05/31/2019

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

MARSHALLTOWN

— I O W A —

TO: Mayor and City Council

FROM: Michelle Spohnheimer, Housing & Community Development Director

DATE: April 23, 2018

RE: Subordination agreement for forgivable loan provided for property located at
1222 Oxford Avenue, Liscomb, Iowa, 50148

The owners of a property located at **1222 Oxford Avenue, Liscomb, Iowa, 50148** participated in the City of Marshalltown Lead Hazard Control Program wherein he received assistance to eliminate lead hazards in his property. The lead hazard control assistance was paid for with grant funds made available through the City of Marshalltown Lead Hazard Control Grant Program. The grant funds used to assist households are provided to the owner(s) in the form of a forgivable loan. The loan is forgiven 33.3% each year after the completion of lead hazard control assistance until the end of the third year at which time the loan is entirely forgiven. The terms of the forgivable loan are enforced via a lien document that is filed with the County Recorder.

The owner of the property listed above has approached his lending institution with a request to refinance their mortgage to make home improvements. The Amount that will be refinanced is \$99,100. The appraised value of the property is \$155,000. Originally \$18,500 in grant funds were used in the remediation of lead hazards with \$18,500 (100%) remaining. The lending institution has requested that the City of Marshalltown's lien take a subordinate position to the financial institution as a condition of refinancing. The council has the authority to agree to subordination. To achieve subordination, a public hearing must be held in consideration of a tentative resolution to authorize subordination. The public hearing has been scheduled for May 14, 2018.

If you have questions, please contact Michelle Spohnheimer at 754-5756 or e-mail mspohnheimer@marshalltown-ia.gov.

Housing & Community Development
36 North Center Street, Marshalltown, IA 50158
Tel. (641) 754-6583 - Fax (641) 754-5742

Property Address:	1222 Oxford Avenue Liscomb, IA 50148
Date of Completion:	11/16/17
Current Mortgage Amount:	\$53,092
Original Lien Amount:	\$18,500
% of Lien Forgiven:	0%
Remaining Balance on Lien:	\$18,500
New Mortgage Amount:	\$99,100
Appraised Value:	\$155,000
Lien plus New Mortgage:	\$117,600
Difference:	\$37,400
The amount of new mortgage and remaining balance on the liens is LESS THAN the appraised value.	

Housing & Community Development
 36 North Center Street, Marshalltown, IA 50158
 Tel. (641) 754-6583 - Fax (641) 754-5742

**TENTATIVE RESOLUTION ACCEPTING SUBORDINATION AGREEMENT FOR
PROPERTY INTEREST AT 1222 OXFORD AVENUE, LISCOMB, IA 50148 BEING LEAD
HAZARD CONTROL PROJECT NO. 53511029**

WHEREAS the owners of a property located at 1222 Oxford Avenue, Liscomb, Iowa has participated in the Marshalltown Lead Hazard Control Program; and

WHEREAS the nature of the Marshalltown Lead Hazard Control Program is to provide qualifying applicants with forgivable loans for the purpose of eliminating residential lead-based paint hazards; and

WHEREAS a lien has been filed to enforce the provisions of the forgivable loan which is recorded as Instrument No. 2017-00006842 in the records of Marshall County, Iowa; and

WHEREAS the owner of said property wishes to refinance the property, which refinancing requires the city's liens to be subordinated to the new mortgage agreement; and

WHEREAS such a subordination may be construed as a disposal of an interest in real property pursuant to Section 364.7 of the Code of Iowa, thus necessitating a proposed resolution and public hearing.

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

Section 1. The City of Marshalltown, Iowa by this Tentative Resolution proposes to consent to the filing of the attached Subordination Agreement, which is incorporated and made part of this resolution.

Section 2. The attached Subordination Agreement, shall be for real property located at 1222 Oxford Avenue, Liscomb, Iowa described as follows:

Beginning 272 feet South of the Northwest Corner of the Southwest Quarter of the Northeast Quarter Section 16, Township 85 North, Range 18 West of the 5th P.M., Marshall County, Iowa, thence East 476.5 feet, thence South 402 feet to the point of beginning.

Section 3. The City Clerk shall cause to be published the notice required by law, by publication once in the Marshalltown Times-Republican, a newspaper having general circulation in the City of Marshalltown, Iowa, and published at least once weekly, the publication to be not less than ten (10) nor more than twenty (20) days prior to the date hereinafter fixed for public hearing concerning this matter. Said public hearing is hereby fixed the 14th day of May 2018, at the Council meeting to commence at 5:30 PM in the Council Chambers, 10 W. State Street, Marshalltown, Iowa. Said public hearing shall convene to consider any and all comments filed with the City Clerk or made in open council meeting in response to the proposed action as recited herein, and the Council shall have authority to take final action at that time.

Passed this _____ day of _____ 2018, and signed this _____ day of _____ 2018.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS Christopher & Mary Fuchsen are the owners of the following described premises:

Beginning 272 feet South of the Northwest Corner of the Southwest Quarter of the Northeast Quarter Section 16, Township 85 North, Range 18 West of the 5th P.M., Marshall County, Iowa, thence East 476.5 feet, thence South 402 feet to the point of beginning.

WHEREAS said property owner has executed a Forgivable Loan in favor of the City of Marshalltown, Iowa (hereinafter referred to as CITY OF MARSHALLTOWN), which are recorded as Instrument No. 2017-00006842 in the records of Marshall County, Iowa, and the City of Marshalltown is the present lien holder thereof; and

WHEREAS the CITY OF MARSHALLTOWN recognizes said property owner wishes to refinance current mortgage obligations; and,

WHEREAS Compass Mortgage Inc. has requested a condition prior to approving a mortgage loan to said property owner which requires the city's lien to take a subordinate position to the property owner's refinancing efforts.

NOW THEREFORE the City of Marshalltown specifically subordinates the Marshalltown forgivable loans to said mortgage of Compass Mortgage Inc.; and

The City of Marshalltown further acknowledges the mortgage of Compass Mortgage Inc. as a first and prior lien upon said premises, not to exceed \$99,100.00 nor be increased without prior written consent of the City of Marshalltown; and

The City of Marshalltown, by the execution of this Subordination Agreement, does not release the liens of its Forgivable Loans, but only subordinates and makes junior such liens to the mortgage of Compass Mortgage Inc. and all correction hereinafter.

Witness the hand and seal of the undersigned this ____ day of _____ 2018.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

STATE OF IOWA
COUNTY OF MARSHALL

On this ____ day of _____ 2018 before me, a Notary Public, appeared Joel T.S. Greer, Mayor, who being duly sworn, did say that he is the chief elected official of the CITY OF MARSHALLTOWN, and that the foregoing instrument was signed by him/her on behalf of the CITY OF MARSHALLTOWN as the free act and deed of said city. IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal, the date and year last above written.

_____, Notary Public
My commission expires:

**RESOLUTION ADOPTING TENTATIVE RESOLUTION
ACCEPTING THE SUBORDINATION AGREEMENT FOR PROPERTY INTEREST
AT 1222 OXFORD AVENUE, LISCOMB, IA 50148 BEING LEAD HAZARD CONTROL
PROJECT NO. 53511029**

WHEREAS the Council of the City of Marshalltown, Iowa did, on the 23rd day of April 2018, place on file a Tentative Resolution whereby it proposed to accept subordination of a forgivable lien at 1222 Oxford Avenue, Liscomb, Iowa, property hereinafter described; and

WHEREAS published notice as required by law of the intended acceptance of the subordination agreement by the CITY OF MARSHALLTOWN, IOWA, of the real estate lien has all been duly published and no objections to the proposed subordination have been filed in writing with the City Clerk and no objections thereto are made in open Council meeting to the proposed subordination as heretofore set forth and that this is the time and place provided for in said Tentative Resolution and in the published notice for this Council to take final action upon said Tentative Resolution; and

WHEREAS the purpose of this Resolution is to authorize the subordination of the forgivable loan as recorded as Instrument No. 2017-00006842 in the records of Marshall County, Iowa so the property owner may refinance his mortgage.

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

Section 1. The Tentative Resolution placed on file in the office of the Clerk of the CITY OF MARSHALLTOWN, IOWA, on the 23rd day of April 2018, whereby it is proposed subordinate title of the CITY MARSHALLTOWN, IOWA, to the real estate located in the City of Marshalltown described as:

Beginning 272 feet South of the Northwest Corner of the Southwest Quarter of the Northeast Quarter Section 16, Township 85 North, Range 18 West of the 5th P.M., Marshall County, Iowa, thence East 476.5 feet, thence South 402 feet to the point of beginning.

is hereby approved and adopted..

Section 2. The Mayor and Clerk are hereby authorized to execute the attached Subordination Agreement and to do all things necessary to carry out subordination.

Passed this _____ day of _____ 2018, and signed this _____ day of _____ 2018.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

SET DATE FOR HEARING ON
AMENDMENT NO. 5 TO URBAN
RENEWAL PLAN FOR
MARSHALLTOWN URBAN RENEWAL
AREA NO. 2

422742-32

Marshalltown, Iowa

April 23, 2018

The Council of the City of Marshalltown, Iowa, met on April 23, 2018, at 5:30 o'clock, p.m., at the Council Chambers, for the purpose of setting a date for a public hearing on a proposed Amendment No. 5 to the urban renewal plan for the Marshalltown Urban Renewal Area No. 2. The Mayor presided and the roll being called, the following members of the Council were present and absent:

Present: _____

Absent: _____.

It was reported that Amendment No. 5 to the urban renewal plan for the Marshalltown Urban Renewal Area No. 2 had been prepared, which sets out a list of urban renewal projects that could be undertaken in Urban Renewal Area No. 2, and for which incremental property tax revenues could be expended, and that it was now necessary to set a date for a public hearing on the proposed amendment. Accordingly, Council Member _____ moved the adoption of the following resolution entitled "Resolution setting date for a public hearing on Amendment No. 5 to urban renewal plan for Marshalltown Urban Renewal Area No. 2," and the motion was seconded by Council Member _____. Following due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION NO. _____

Setting date for public hearing on Amendment No. 5 to urban renewal plan for Marshalltown Urban Renewal Area No. 2

WHEREAS, the City Council of the City of Marshalltown, Iowa (the “City”) has created the Marshalltown Urban Renewal Area No. 2 (the “Urban Renewal Area”) and has approved an urban renewal plan for the Urban Renewal Area; and

WHEREAS, Chapter 403 of the Code of Iowa requires that, before a city approves any new urban renewal project or adds property to an urban renewal area, a city must amend the existing urban renewal plan to include that new project and property; and

WHEREAS, Amendment No. 5 to the urban renewal plan for the Urban Renewal Area has been prepared which sets out a list of urban renewal projects that could be undertaken in Urban Renewal Area No. 2, and for which incremental property tax revenues could be expended, and it is now necessary that a date be set for a public hearing on that plan amendment;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Marshalltown, Iowa, as follows:

Section 1. This City Council will meet at the Council Chambers, Marshalltown, Iowa, on the 29th day of May, 2018, at 12:00 o'clock noon, at which time and place it will hold a public hearing on the proposed urban renewal plan amendment for the Urban Renewal Area.

Section 2. The City Clerk shall publish notice of said hearing, the same being in the form attached hereto, which publication shall be made in a legal newspaper of general circulation in Marshalltown, which publication shall be not less than four (4) nor more than twenty (20) days before the date set for hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, the City shall hold the consultation process which is required under that section of the urban renewal law.

Passed and approved the 23rd day of April, 2018.

Mayor

Attest:

City Clerk

NOTICE OF HEARING ON AMENDMENT NO. 5 TO URBAN RENEWAL
PLAN FOR MARSHALLTOWN URBAN RENEWAL AREA NO. 2

Notice Is Hereby Given: That at 12:00 o'clock noon, at the Council Chambers, Marshalltown, Iowa, on the 29th day of May, 2018, the City Council of the City of Marshalltown, Iowa, will hold a public hearing on the question of amending the urban renewal plan for the Marshalltown Urban Renewal Area No. 2 to include a list of urban renewal projects that could be undertaken in Urban Renewal Area No. 2, for which incremental property tax revenues could be expended, including the following:

- Economic development grant program for demolition and redevelopment of blighted properties
- Installation of security camera network
- Sidewalk and trail improvements on 12th Avenue, 17th Avenue and Olive Street
- Linn Creek Trail overlay
- Improvements to Peterson Park and Optimist Park
- Construction of new road on west side of proposed new industrial park
- Development of new industrial park – 18th Avenue
- Storm water system improvements on 8th Avenue, Main Street and Nevada Street
- Construction of new street connecting S. 12th Avenue and S. 18th Avenue
- Implementation of a Tax Increment Rebate Program to provide incentives to developers to undertake projects intended to increase economic development and to remediate blight within the Urban Renewal Area

A copy of the amendment is on file for public inspection in the office of the City Clerk.

At the hearing any interested person may file written objections or comments and may be heard with respect to the subject matter of the hearing.

Shari Coughenour
City Clerk

• • • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
COUNTY OF MARSHALL
CITY OF MARSHALLTOWN

SS:

I, the undersigned, City Clerk of the City of Marshalltown, Iowa (the “City”), do hereby certify that pursuant to the resolution of its City Council fixing a date of public hearing on a proposed urban renewal plan amendment, the notice, of which the printed slip attached to the publisher’s affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City, and copies were sent to the county and school district.

WITNESS my hand this ____ day of _____, 2018.

City Clerk

(Attach here publisher’s affidavit of publication of notice.)

STATE OF IOWA
COUNTY OF MARSHALL
CITY OF MARSHALLTOWN

SS:

I, the undersigned, City Clerk of the City of Marshalltown, Iowa, do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript attached with the records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with setting a date for public hearing on an urban renewal plan amendment.

WITNESS my hand this ____ day of _____, 2018.

City Clerk

April 19, 2018

Shari Coughenour
City Clerk/City Hall
24 North Center Street
Marshalltown, Iowa 50158

Re: Marshalltown Urban Renewal Area No. 2 (Amendment No. 5)
Our File No. 422742-32

Dear Shari:

Based on my conversations with Jessica and Justin Yarosevich, I have prepared the enclosed materials which will enable your City Council to act on April 23 to set May 29 as the date for a public hearing on the Amendment No. 5 to the urban renewal plan for the Marshalltown Urban Renewal Area No. 2.

The notice which is included in the enclosed resolution must be published once, not less than four (4) nor more than twenty (20) days prior to the date selected for the hearing. Please email or fax a copy of the published notice to our office at (515) 283-1060.

Please provide one fully executed set of proceedings, once all the actions have been taken, and contact me if you have any questions.

Very truly yours,

Robert E. Josten

cc by email: Jessica Kinser
Roger Schoell
Justin Yarosevich

AMENDMENT NO. 5

to the

**CITY OF MARSHALLTOWN URBAN
RENEWAL AREA NO. 2 URBAN
RENEWAL PLAN**

for the

**MARSHALLTOWN URBAN RENEWAL
AREA NO. 2**

City of Marshalltown, Iowa

Original Plan – May 1993

Amended and Restated Urban Renewal Plan – 2002

Amendment No. 2 – December 2013

Amendment No. 3 – January 2015

Amendment No. 4 – August 2015

Amendment No. 5 – May 2018

Local Government Professional Services, Inc.

DBA – Simmering-Cory

AMENDMENT NO. 5
to the
MARSHALLTOWN URBAN RENEWAL AREA NO. 2
URBAN RENEWAL PLAN
for the
MARSHALLTOWN URBAN RENEWAL AREA NO. 2
CITY OF MARSHALLTOWN, IOWA

The Marshalltown Urban Renewal Area No. 2 Urban Renewal Plan (the “Plan” or “Urban Renewal Plan”) for the Marshalltown Urban Renewal Area No. 2 (the “Area” or “Urban Renewal Area”), adopted in 1993 has been previously amended four times including the following amendments:

- Amendment No. 1 (2002). Amendment No. 1 amended and restated the Urban Renewal Plan No. 2 for the Marshalltown Urban Renewal Area No. 2.
- Amendment No. 2 (December 2013). Amendment No. 2 added a project, TIG Distributing, Inc., to the Urban Renewal Plan and removed a self-imposed expiration date.
- Amendment No. 3 (January 2015). Amendment No. 3 added a project, Menard, Inc., to the Urban Renewal Plan. The amendment also added land to the Urban Renewal Area.
- Amendment No. 4 (August 2015). Amendment No. 4 amended a previously authorized project for TIG Distributing, Inc., that was approved in Amendment No. 2 in December 2013.

Now the Marshalltown Urban Renewal Area No. 2 Urban Renewal Plan is being further amended for the purpose of identifying new urban renewal projects to be undertaken within the Urban Renewal Area by this Amendment No. 5 (“Amendment No. 5” or “Amendment”) in accordance with the provisions of Chapter 403 of the *Code of Iowa*.

Except as modified by this Amendment, the provisions of the Amended and Restated Urban Renewal Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control.

AREA DESIGNATION

The Urban Renewal Area was originally designated as both an economic development area appropriate for the promotion of commercial and industrial development and an area in which blighted conditions exist that is appropriate for blight remediation activities. Amendment No. 1 confirmed the designation of economic development and the presence of blighting factors within the area. Amendments two through four did not make any changes to the Area designation.

This Amendment makes no change in the Area designation.

ELIGIBLE URBAN RENEWAL PROJECTS (AMENDMENT NO. 5)

1. Public Improvements:

Project	Estimated Date	Estimated Cost to be Funded by TIF Funds	Rationale
Economic Development Grant Program for Demolition and Redevelopment of Blighted Properties	2019 – 2025	\$300,000	The City plans to provide economic development grants to entities for the purpose of acquisition, demolition, and cleanup of dangerous and dilapidated properties that contribute to blighting conditions within the Area.
Security Camera Network	2018 – 2021	\$50,000	A contributing factor to the Area's blighting designation was increased crime and police calls for service. Installation of a security camera system network will aid in the prevention of crime and reduction of blighting influences. Reduction in crime may lead to increased property values and additional development within the Area.
Sidewalk and Trail Developments including the following locations: • 12th Avenue • 17th Avenue • Olive Street	2018 – 2025	\$2,000,000	A safe pedestrian transportation system is an important component to a successful economic environment and quality of life factor for communities. The City anticipates providing funding to improve pedestrian access within the Urban Renewal Area including sidewalks and trails that meet current ADA accessibility standards. Safe and accessible pedestrian paths, sidewalks and trails, can provide a low-cost and healthy transportation system for employees who work at commercial and industrial facilities within the Urban Renewal Area.
Linn Creek Trail Overlay	2018 – 2022	\$250,000	The existing Linn Creek Trail runs through the Urban Renewal Area and has deteriorated to a point that is causing safety concerns for pedestrian and bicycle traffic utilizing the trail. The City plans to rehabilitate the trail to ensure a safe travel way for users. Safe and accessible pedestrian paths, sidewalks and trails, can provide a low cost and healthy transportation system for employees who work at commercial and

			industrial facilities within the Urban Renewal Area.
Park Improvements	2019 – 2026	\$300,000	Parks are an important part of quality of life which may attract families and employees to neighborhoods. The City is proposing to enhance two parks within the Urban Renewal Area to ensure adequate safety for residents and visitors. The parks include Peterson Park and Optimist Park. Potential improvements include security lighting, connections to pedestrian pathways (trails and sidewalks), and updating park equipment to meet current safety standards.
Beer Garden Road Development – Approximately 1,300 Feet of New Road	2019 – 2022	\$4,000,000	Development of a new road on the west side of the proposed new industrial park. The City anticipates the need to develop a new road on the west side of the proposed new industrial park to facilitate traffic flow to existing and new businesses developed in the area. Development of the road may also open up additional land for new development.
Marshalltown Industrial Park Development – 18 th Avenue	2019 – 2025	\$2,000,000	The City is actively marketing a 25-acre area as a potential new industrial park. Depending on interest in the site the potential is for five, five-acre sites. With development of the site the City anticipates the need for infrastructure improvements which may include streets, water, sanitary sewer, sidewalks, street lighting, and storm water facilities.
Storm Water System Improvements on 8 th Avenue, Main Street, and Nevada Street	2019 – 2025	\$2,000,000	Lack of an adequate storm water system can lead to blight conditions and lack of development. Parts of the Urban Renewal Area have no storm water system or a very limited system. The City anticipates a need to install new storm water facilities within this area as development and redevelopment occur.
Development of a New Street Connecting Street between S. 12 th Avenue and S. 18 th Avenue	2019-2025	\$1,000,000	To encourage development within the Area the City anticipates a need to develop a connecting street, yet unnamed, between S. 12 th Avenue and S. 18 th Avenue. The development would consist of the purchase of land for the road as well as the construction of the new road. The addition of a connecting road will open up potential for new economic development and facilitate better traffic flow within the Area.

NOTE: It may be that the above costs will be reduced by the application of state and/or federal grants or programs; cost-sharing agreements with other entities; or other available sources of funds.

2. Tax Rebate Program: The City anticipates that there will be a need to provide incentives to developers within the Urban Renewal Area, in the form of tax increment rebates to incentivize economic development and remediation of blight within the Urban Renewal Area.

The following general program guidelines and benefits will be based on the following, subject to review by the City Council:

- Projects must be located within the Urban Renewal Area.
- Prior to providing any rebate under this program the City will hold a public hearing(s) as required by Iowa Law and will approve a Development Agreement outlining details specific to the development and any rebates to be approved.
- Priority for agreements will be given to projects that result in the creation of new jobs and/or new taxable value for the City of Marshalltown.
- Rebates provided will be subject to annual appropriation by the City Council.
- Projects should not create an unfair advantage over similar businesses within the Urban Renewal Area as determined by the City Council.
- Projects will not be participating or taking advantage of other City incentives including, but not limited to, Urban Revitalization (tax abatement) or other tax exemption programs.
- Rebate agreements will not be approved for amounts less than \$10,000 nor more than \$1,000,000.
- Rebate agreements will not exceed a maximum of ten years.
- The City does not anticipate more than ten development agreements to be approved under this program without reauthorization.

3. Planning, Engineering Fees (for Urban Renewal Plans), Attorney Fees, Administrative, and Other Related Costs to Support Urban Renewal Projects and Planning:

Project	Estimated Date	Estimated Cost to be Funded by TIF Funds
Fees & Costs	Undetermined	Not to Exceed \$25,000 Annually

FINANCIAL INFORMATION

1.	July 1, 2017 Constitutional Debt Limit:	\$68,225,606
2.	Outstanding General Obligation Debt:	\$33,349,985
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment No. 5) has not yet been determined. This document is for planning purposes only. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area, as amended. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects (Amendment No. 5) as described above will be approximately as stated in the next column:	\$11,900,000 plus up to \$25,000 annually for planning expenses and up to \$10,000,000 in the City's Tax Rebate Program for economic development and blight remediation projects subject to annual appropriation by the City Council. This does not include financing costs related to debt issuance, which may be incurred over the life of the Area.

EFFECTIVE PERIOD

This Amendment No. 5 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution, or document, the Urban Renewal Plan shall remain in effect until terminated by the City Council, and the use of incremental property tax revenues, or the "division of revenue," as those words are used in Chapter 403 of the *Code of Iowa*, will be consistent with Chapter 403 of the *Code of Iowa*. The division of revenues shall continue on the Area for the maximum period allowed by law.

At the time the original Urban Renewal Area was adopted in 1993, the plan was designated as a mixed economic development and blighted area and therefore the Area is not subject to the statutorily required expiration on the ability to collect incremental taxes set out in the *Code of Iowa* section 403.17(10). Amendment No. 2, adopted in 2013, removed a self-imposed expiration date and clarified that the division of revenue in the Area is not subject to any sunset. This Amendment No. 5 makes no change to the effective period of the Area.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the *Code of Iowa*) by the City for activities carried out under the Urban Renewal Area shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

REPEALER

Any parts of the Plan, as previously amended, in conflict with this Amendment are hereby repealed.

SEVERABILITY CLAUSE

If any part of this Amendment No. 5 is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole or the previous amendments to the Plan, or any part of the Plan not determined to be invalid or unconstitutional.

MARSHALLTOWN

I O W A

City Administrator's Office

Joel Greer, Mayor
Jessica Kinser, Administrator
Shari L. Coughenour, Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5799
Fax - (641) 754-5717

To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: April 20, 2018
RE: PH for UR Area #2

Policy Issue: Council must set a public hearing for all urban renewal plan changes

Recommendation: To approve the resolution as proposed

Background: Urban renewal area #2 is referred to the east side/industrial area. It was established in 1993, amended in 2002 to provide for housing as a need in the area as well as to establish as slum and blight designation. It was then amended again in 2015 to add in additional land (Mendards) and to provide authority for the Menards and TIG development agreements.

This amendment seeks to state what possible public improvement projects exist within the urban renewal area (see attached map). A law change in 2012 requires that an urban renewal plan state what TIF can be used for if used for a public project. No plan providing a comprehensive listing of possibilities or providing broad parameters for future development agreements was undertaken at the time.

By listing a public improvement project does not mean that the City intends to complete a given project. If the Council would like to move forward in the future, this eliminates the need to amend the urban renewal plan (at least a 60 day process) in the future. It also gives the Council the flexibility to consider possible development agreements without having to amend the plan.

Budget Impact: No budget impact, but will give the City the authority to consider TIF in use of public projects.

Attachment: Urban Renewal Area Map

City Council
Susan Cahill, Michael Gowdy, Al Hoop,
Gabriel Isom, Leon Lamer, Bill Martin, Bethany Wirin



**RESOLUTION SUPPORTING THE CONTINUATION OF REPLACEMENT TAX DOLLARS
(BACKFILL) FROM THE STATE OF IOWA**

WHEREAS the State of Iowa passed legislation in 2013, which reformed commercial and industrial property taxes, and which would reduce property tax revenue to cities, counties and school districts; and

WHEREAS the Legislature agreed to replace or “backfill” those lost dollars with state dollars with no end to the State funding identified in the 2013 legislation; and

WHEREAS the current Iowa Legislative session has bills in both the House and Senate that seek to reduce and/or ultimately eliminate the replacement tax beginning in the fiscal year starting July 1, 2018, which is the fiscal year the City of Marshalltown certified our budget for on March 5, 2018; and

WHEREAS if either the House or Senate backfill reduction efforts move forward, the City will lose funding as of July 1, 2018, and ultimately have to reduce more than \$400,000 out of our total budget, with the largest impact of \$250,000 coming to the General Fund;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN that the City of Marshalltown is opposed to any reduction in the backfill of replacement tax dollars and believe that adequate notice of any reduction or elimination should be done in a way so as not to hinder the planned operational budgets of the City of Marshalltown.

Passed this 23rd day of April, 2018, and signed this _____ day of April 2018.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

**RESOLUTION AUTHORIZING THE CITY OF MARSHALLTOWN TO REQUEST
ASSIGNMENT OF TAX CERTIFICATE 2016S301 HELD BY MARSHALL COUNTY**

WHEREAS, there are numerous parcels of real property within the City of Marshalltown (the “City”) with respect to which Marshall County holds tax certificates, and

WHEREAS, many of these parcels consist of raw land, have been abandoned, constitute nuisances, and/or are presently being maintained at a significant cost by the City; and

WHEREAS, the City has an interest in acquiring said parcels in order to facilitate the return of parcels back to the tax rolls and for the purposes of neighborhood stabilization and beautification;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, City staff is hereby authorized to work with the County Treasurer of Marshall County to request assignment of tax certificate 2016S301 held by Marshall County for parcel number 8418-35-428-011 with an address of 401 ½ May Street; and

BE IT FURTHER RESOLVED, the City acknowledges that if assignment of a tax certificate is requested any and all special assessments placed on the property by the City will be abated and not collectible by the City.

Passed this 23rd day of April, 2018, and signed this _____ day of April 2018.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

MARSHALLTOWN

I O W A

City Administrator's Office

Joel Greer, Mayor
Jessica Kinser, Administrator
Shari L. Coughenour, Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5799
Fax - (641) 754-5717

To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: April 18, 2018
RE: **Tax Certificate Request**

Policy Issue: Council must authorize approve all contracts

Recommendation: To approve the resolution as proposed

Background: The Marshall County Treasurer reached out to me last week after being contacted by the owner of 401 May Street about the tax certificate at 401 ½ May Street. There are thousands of dollars in back due taxes and special assessments from the City. The neighbor took on mowing of the property in 2017, so this was not a nuisance property at that time. The property also contains a dilapidated structure, which easily qualifies for the City's Dangerous and Dilapidated Building Program.

I talked to the interested neighbor about the idea of the City requesting the tax certificate, thereby abating the taxes, and taking on removal of the structure once the City had the tax deed. She stated this would leave the parcel in a state where she would be willing to purchase it from the City, thereby returning it to the property tax rolls as a contributing property. She has also stated she will continue to mow the property in 2018.

Budget Impact: After acquisition, the City would have the cost of demolishing the structure.

Attachment: Property Information Sheet

City Council
Susan Cahill, Michael Gowdy, Al Hoop,
Gabriel Isom, Leon Lamer, Bill Martin, Bethany Wirin



Property Information							
Tax Year 2018	Parcel Number 8418-35-428-011						
Tax Status Taxable	Property Class R-RESIDENTIAL						
Township/City M'TOWN CITY MC	School District MARSHALLTOWN SCH DIS						
Tax District 450800 - MTOWN CITY MC							
Total Acres 0.12	Assessed Value 9,120						
2018 Tax Rate information is not currently available.							
Property Address 401 1/2 MAY ST MARSHALLTOWN, IA 50158		Mailing Address LEISE, ALAN T 804 JACKSON ST MARSHALLTOWN, IA 50158		Owner (Title) LEISE, ALAN T			
Land							
Property Description ANSON'S 4TH SUB E 1/2 LOT 6 BLK 3							
Assessments							
Assessment 2018	Class	Assessed Values			Taxable Values		
		Land	Improved	Total	Land	Improved	Total
GROSS	RESIDENTIAL	3,780	5,340	9,120	0	0	0
EXEMPTION		0	0	0	0	0	0
NET		3,780	5,340	9,120	0	0	0
Assessment 2017	Class	Assessed Values			Taxable Values		
		Land	Improved	Total	Land	Improved	Total
GROSS	RESIDENTIAL	3,780	5,340	9,120	2,102	2,970	5,072
EXEMPTION		0	0	0	0	0	0
NET		3,780	5,340	9,120	2,102	2,970	5,072
Assessment 2016	Class	Assessed Values			Taxable Values		
		Land	Improved	Total	Land	Improved	Total
GROSS	RESIDENTIAL	3,780	4,740	8,520	2,152	2,699	4,851
EXEMPTION		0	0	0	0	0	0
NET		3,780	4,740	8,520	2,152	2,699	4,851
Assessment 2015	Class	Assessed Values			Taxable Values		
		Land	Improved	Total	Land	Improved	Total
GROSS	RESIDENTIAL	3,780	4,740	8,520	2,103	2,637	4,740
EXEMPTION		0	0	0	0	0	0
NET		3,780	4,740	8,520	2,103	2,637	4,740
Assessment 2014	Class	Assessed Values			Taxable Values		
		Land	Improved	Total	Land	Improved	Total
GROSS	RESIDENTIAL	3,780	9,000	12,780	2,107	5,016	7,123
EXEMPTION		0	0	0	0	0	0
NET		3,780	9,000	12,780	2,107	5,016	7,123
Assessment 2013	Class	Assessed Values			Taxable Values		
		Land	Improved	Total	Land	Improved	Total
GROSS	RESIDENTIAL	3,780	9,000	12,780	2,056	4,896	6,952
EXEMPTION		0	0	0	0	0	0
NET		3,780	9,000	12,780	2,056	4,896	6,952

RESOLUTION APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE
HEADQUARTERS PROJECT # BLD17001 BP#3-1 CONCRETE FOUNDATIONS FOR
CALIBER CONCRETE
AN INCREASE OF \$1,915.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Caliber Concrete for the labor and material for the POLICE & FIRE HEADQUARTERS Project #BLD17001; and

WHEREAS an increase is requested for additional items to complete the project.

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

Section1. That the contract Change Order for the Police & Fire Headquarters Project, in the increased amount of \$668,915.00 is hereby accepted and approved.

Passed this 23rd day of April 2018, and signed this ____ day of _____, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE
HEADQUARTERS PROJECT # BLD17001 BP#9-1 GYMPSUM WALL ASSEMBLIES FOR
HILSABEK SCHACHT, INC.
AN INCREASE OF \$865.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with
Hilsabek Schacht, Inc. for the labor and material for the POLICE & FIRE HEADQUARTERS
Project #BLD17001; and

WHEREAS an increase is requested for additional items to complete the project.

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

Section1. That the contract Change Order for the Police & Fire Headquarters Project, in the
increased amount of \$1,093,215.00 is hereby accepted and approved.

Passed this 23rd day of April 2018, and signed this ____ day of _____, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE
HEADQUARTERS PROJECT # BLD17001 BP#9-3 PAINTING FOR HEARTLAND
FINISHES
AN INCREASE OF \$399.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Heartland Finishes for the labor and material for the POLICE & FIRE HEADQUARTERS Project #BLD17001; and

WHEREAS an increase is requested for additional items to complete the project.

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

Section1. That the contract Change Order for the Police & Fire Headquarters Project, in the increased amount of \$175,714 is hereby accepted and approved.

Passed this 23rd day of April 2018, and signed this ____ day of _____, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE
HEADQUARTERS PROJECT # BLD17001 BP#8-1 ALUMINUM
STOREFRONTS,CURTAINWALLS & GLAZING FOR FORMAN FORD
A DECREASE OF \$2,237.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Forman Ford for the labor and material for the POLICE & FIRE HEADQUARTERS Project #BLD17001; and

WHEREAS a decrease is requested to complete the project.

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

Section1. That the contract Change Order for the Police & Fire Headquarters Project, in the decreased amount of \$634,663.00 is hereby accepted and approved.

Passed this 23rd day of April 2018, and signed this ____ day of _____, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE
HEADQUARTERS PROJECT # BLD17001 BP#6-1 GENERAL SUPPLIES FOR GARLING
CONSTRUCTION
AN INCREASE OF \$18,942.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Garling Construction for the labor and material for the POLICE & FIRE HEADQUARTERS Project #BLD17001; and

WHEREAS an increase is requested for additional items to complete the project.

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

Section1. That the contract Change Order for the Police & Fire Headquarters Project, in the increased amount of \$1,215,942.00 is hereby accepted and approved.

Passed this 23rd day of April 2018, and signed this ____ day of _____, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE
HEADQUARTERS PROJECT # BLD17001 BP#5-1 STEEL FOR CENTRAL WESTERN
FABRICATORS
AN INCREASE OF \$12,253.86

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Central Western Fabricators for the labor and material for the POLICE & FIRE HEADQUARTERS Project #BLD17001; and

WHEREAS an increase is requested for additional items to complete the project.

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

Section1. That the contract Change Order for the Police & Fire Headquarters Project, in the increased amount of \$807,753.86 is hereby accepted and approved.

Passed this 23rd day of April 2018, and signed this _____ day of _____, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE
HEADQUARTERS PROJECT # BLD17001 BP# 22-1 PLUMBING & MECHANICAL FOR
TONY'S PLUMBING & HEATING LLC.
AN INCREASE OF \$6,864.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Tony's Plumbing & Heating LLC for the labor and material for the POLICE & FIRE HEADQUARTERS Project #BLD17001; and

WHEREAS an increase is requested to complete the project.

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

Section1. That the contract Change Order for the Police & Fire Headquarters Project, in the increased amount of \$1,819,420.00 is hereby accepted and approved.

Passed this 23rd day of April 2018, and signed this _____ day of _____, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE
HEADQUARTERS PROJECT # BLD17001 BP#26-1 ELECTRICAL COMMUNICATIONS
& SECURITY FOR DEVRIES ELECTRIC
AN INCREASE OF \$15,885.58

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with DeVries Electric for the labor and material for the POLICE & FIRE HEADQUARTERS Project #BLD17001; and

WHEREAS an increase is requested for additional items to complete the project.

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

Section1. That the contract Change Order for the Police & Fire Headquarters Project, in the increased amount of \$1,028,885.58 is hereby accepted and approved.

Passed this 23rd day of April 2018, and signed this ____ day of_____, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



Joel Greer, Mayor
Jessica Kinser, Administrator
Diana Steiner, Finance Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

FINANCE DEPARTMENT

April 16, 2018

To: Mayor Joel Greer
Members of the City Council

From: Diana Steiner, Finance Director

Re: State Revolving Fund (SRF) and State Sponsored Project up to \$3.5 million

Policy Issue: Under Iowa Code, the City can enter into a loan agreement to borrow money for any public purpose, but the Council must have a public hearing first. The Public Notice was printed in the Marshalltown Times Republican on Friday, April 13, 2018.

Recommendation: After the public hearing, the Council may adopt a resolution expressing the Council's intent to enter into a loan agreement for a principal amount not to exceed \$3.5 million.

Background: The Iowa Department of Natural Resources (DNR) has a consent decree with the City, and the next project is the Manhole and Pipe Repair project. In 2017, staff decided to plan on using the State Revolving Fund (SRF) to finance this project in order to allow the City to be eligible for sponsored project funding. DNR has approved the City's Intended Use Plan (IUP) in September 2017 for the manhole project in the amount of \$2.9 million. The City also applied for \$290,000 or 10 percent of the targeted loan amount for a sponsored project, which was ultimately approved. The current interest rate is 1.75% for loans of up to 20 years. There is a .5% origination fee upfront and a .25% annual servicing fee on outstanding principal. In order to complete the loan, a financial analysis of the City's wastewater rates will need to be conducted. The Iowa Finance Authority will pay up to \$4,000 to Speer Financial for this work which does not count towards the City's loan amount.

There are multiple benefits of using an SRF loan rather than a General Obligation or revenue bond. Interest rates are usually lower, and if interest rates do fall then the City's interest rate can be lowered. The City will pay interest on the outstanding principal based on how much of the loan has been drawn down versus receiving all funds at once and making principal and

City Council
Susan Cahill, Leon Lamer, Mike Gowdy,
Al Hoop, Gabriel Isom, Bill Martin, Bethany Wirin



interest payments immediately. There is no penalty for early payment. No Official Statement or bond rating is required, so the costs from bond counsel will be less. Also, the Iowa Finance Authority will pay up to \$4,000 to Speer Financial's costs rather than the City having to do so.

Another benefit of borrowing from the State Revolving Fund for wastewater projects is the ability to then submit an application for Sponsored Project funding. This allows a borrower to apply for up to 10 percent of the amount to be borrowed to use towards a water quality project. This 10 percent is actually a rebate of future interest payments upfront for project funding, meaning that the City would be paying the 10 percent no matter what, but now has these dollars given back to address water quality. After the SRF project loan is complete, the Iowa Finance Authority would process a loan amendment for the additional 10 percent. They would take the 10 percent (or \$290,000) and add it back to the principal and commensurately reduce the interest rate so that the total principal and interest to be paid over 20 years is equal to what the total would have been without the Sponsored Project.

The City's application for the Sponsored Project funding included multiple possible projects around the City, which would address water quality. The City Council selected the City-owned parking lot at Church and 1st Streets. The maximum amount the City can receive in Sponsored Project funding is \$290,000, but that is only if we borrow \$2.9 million or more from the State Revolving Fund.

Budget Impact: Since this will be repaid with the sewer fees (an Enterprise Fund), this has no effect on property tax rates.

Attachment: None

cc: Jessica Kinser, City Administrator

City Council
Susan Cahill, Leon Lamer, Mike Gowdy,
Al Hoop, Gabriel Isom, Bill Martin, Bethany Wirin



RESOLUTION NO. _____

Resolution expressing intent to enter into Sewer Revenue Loan and Disbursement Agreement

WHEREAS, the City of Marshalltown (the “City”), in Marshall County, State of Iowa, did heretofore establish a Municipal Sanitary Sewer System (the “Utility”) in and for the City which has continuously supplied sanitary sewer service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the “Council”) and no board of trustees exists for this purpose; and

WHEREAS, pursuant to a prior resolution of the Council, the City previously issued its \$4,985,000 Sewer Revenue Improvement and Refunding Bond, Series 2012, dated May 8, 2012 (the “Series 2012 Bond”), a portion of which remains outstanding; and

WHEREAS, pursuant to a prior resolution of the Council, the City previously issued its \$3,700,000 Sewer Revenue Bonds, Series 2013, dated June 18, 2013 (the “Series 2013 Bonds”), a portion of which remain outstanding; and

WHEREAS, pursuant to a prior resolution of the Council, the City previously issued its \$5,500,000 Sewer Revenue Bonds, Series 2014, dated June 26, 2014 (the “Series 2014 Bonds”), a portion of which remain outstanding; and

WHEREAS, pursuant to a prior resolution of the Council, the City previously issued its \$6,000,000 Sewer Revenue Bonds, Series 2015, dated August 13, 2015 (the “Series 2015 Bonds”), a portion of which remain outstanding; and

WHEREAS, pursuant to the resolutions (the “Outstanding Bond Resolutions”) authorizing the issuance of the Series 2012 Bond, the Series 2013 Bonds, the Series 2014 Bonds and the Series 2015 Bonds (collectively, the “Outstanding Bonds”), the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Bonds under the terms and conditions set forth in the Outstanding Bond Resolutions; and

WHEREAS, the City has heretofore proposed to enter into an Sewer Revenue Loan and Disbursement Agreement (the “Agreement”) and to borrow money thereunder in a principal amount not to exceed \$3,500,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of (1) planning, designing and constructing improvements and extensions to the Utility; and (2) undertaking the construction of a certain water resource restoration project, and has published notice of the proposed action and has held a hearing thereon on April 23, 2018; and

WHEREAS, the Council intends to enter into the Agreement in the future;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Marshalltown, Iowa, as follows:

Section 1. The City Council declares its intent to enter into the Agreement and to issue bonds or notes at such time as funds are needed, and the Council hereby declares that this resolution constitutes the “additional action” required by Section 384.24A of the Code of Iowa.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved April 23, 2018.

Mayor

Attest:

City Clerk

• • • •

On motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND COST FOR THE 2018 MICROSURFACING PROJECT, IN THE
CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. STR 18001 FOR 3RD
STREET/6TH STREET AND IOWA AVENUE TO NORTH CENTER STREET

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 2018 Microsurfacing Project, Project No. STR 18001, 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 STR 18001, being the 2018 Microsurfacing Project in the city of Marshalltown, Iowa.

Passed this 23rd day of April, 2018, and signed this ____ day of April, 2018.

CITY OF MARSHALLTOWN

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



Joel T.S. Greer, Mayor
Jessica Kinser, 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 23, 2018

To: Mayor Joel Greer
Members of the City Council

From: **Richard Stone**
Transit Administrator

Re: Iowa DOT Transit Funding Application

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

Recommendation: Staff recommends approving the resolution authorizing application to the Iowa Department of Transportation for transit funding as expressed by the certifications and assurances enclosed.

Background: Each year we apply for funding from the Iowa Department of Transportation to receive both state and federal dollars to cover the day-to-day expenses of the transit division for the following fiscal year. We are anticipating \$157,027 from the state and \$189,752 from the Federal Transit Administration.

Budget Impact: There is no expenditure with this Agreement. It is revenue for the daily operations of the transit division for the fiscal year 2018 - 2019.

Attachment: Certifications and Assurances

cc: Jessica Kinser, City Administrator

Authorizing Resolution

We, hereby, authorize Jessica Kinser

(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:

1.082630 % 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:

\$189,752

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 23rd day of April, 2018

Name: _____

(Applicant's Governing Body)

By: _____

(Signature of Chief Executive Officer)

Title: _____

Address: 24 north Center Street Marshalltown, Iowa

Telephone: 641-754-5701

TRANSIT JOINT PARTICIPATION AGREEMENT
TO IMPLEMENT A
STATE TRANSIT ASSISTANCE (STA)
FORMULA PROJECT

WHEREAS, the Iowa Department of Transportation (hereinafter called the DEPARTMENT) is authorized under Chapter 324A of the Code of Iowa to provide State Transit Assistance to Iowa's public transit systems, and

WHEREAS, the **Marshalltown Municipal Transit (City of Marshalltown)** (hereinafter called the AGENCY) has been duly designated as a public transit system by local officials, in accordance with Chapter 324A of the Code, and

WHEREAS, the DEPARTMENT has approved funding for the AGENCY as described below:

Description of Project Element	% of Available STA	Estimated Formula Allocation
1. Formula Support of Public Transit Services (may be used for any operating or capital expenses required for support of AGENCY'S public transit services)	1.082630%	\$157,027

NOW, THEREFORE, THE DEPARTMENT AND THE AGENCY HAVE AGREED THAT THE AGENCY shall proceed with implementation of the above-described project, subject to such policies, procedures and conditions as have been established by the DEPARTMENT and which are documented in Part II of this AGREEMENT (found at http://www.iowadot.gov/transit/joint_participation.html).

BE IT FURTHER AGREED THAT THE DEPARTMENT shall advance on a monthly basis, 1/12th of the above-described funds to the AGENCY for support of eligible costs to be incurred, as long as all reporting requirements have been met.

THIS AGREEMENT TO BE IN EFFECT from **July 1, 2018** through **June 30, 2019**.

IN WITNESS WHEREOF, the parties hereunto have caused this AGREEMENT to be executed by their proper officials thereunto duly authorized as of the dates below indicated, in consideration of the mutual covenants, promises and representations herein.

For The AGENCY:

Jessica Kinser, City Administrator
City of Marshalltown

For the DEPARTMENT:



Stuart Anderson, Director
Planning, Programing and Modal Division
Iowa Department of Transportation

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 23, 2018 to establish cost allocations or billings for FY 2018 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

Print Name

Title

Name of Organization

April 23, 2018

Date Signed



Joel T.S. Greer, Mayor
Jessica Kinser, Administrator
Justin Nickel, Public Works
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

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 waiver 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

Print Name

City Administrator

Title

City of Marshalltown, Iowa

Name of Organization

Date Signed

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 23, 2018 to establish cost allocations or billings for FY 2018 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

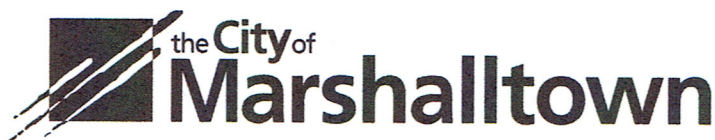
Print Name

Title

Name of Organization

April 23, 2018

Date Signed



Joel T.S. Greer, Mayor
Jessica Kinser, Administrator
Justin Nickel, Public Works
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

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 23, 2018 to establish billing or final indirect costs for **FY 2019** 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

Print Name

City Administrator

Title

City of Marshalltown, Iowa

Name of Organization

Date Signed

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

(Signature pages alternative to providing Certifications and Assurances in TrAMS)

Name of Applicant:Marshalltown Municipal

Transit

The Applicant agrees to comply with applicable provisions of (Categories 01 – 23. X)
OR

The Applicant agrees to comply with applicable provisions of the Categories it has selected:

<u>Category</u>	<u>Description</u>	
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, Public Transportation Safety Program, and State Safety Oversight Requirements.	_____
10.	Alcohol and Controlled Substances Testing.	_____
11.	Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity Improvement).	_____
12.	State of Good Repair Program.	_____
13.	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs.	_____
14.	Urbanized Area Formula Grants Programs and Passenger Ferry Grant Program.	_____
15.	Enhanced Mobility of Seniors and Individuals with Disabilities Programs.	_____
16.	Rural Areas and Appalachian Development Programs.	_____
17.	Tribal Transit Programs (Public Transportation on Indian Reservations Programs).	_____
18.	State Safety Oversight Grant Program.	_____
19.	Public Transportation Emergency Relief Program.	_____
20.	Expedited Project Delivery Pilot Program.	_____
21.	Infrastructure Finance Programs.	_____
22.	Paul S. Sarbanes Transit in Parks Program.	_____
23.	Construction Hiring Preferences.	_____

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2017 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

(Required of all Applicants for federal assistance to be awarded by FTA and all FTA Grantees with an active Capital or Formula Award)

AFFIRMATION OF APPLICANT

Name of the Applicant: Marshalltown Municipal Transit

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 laws, regulations, and requirements, 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 2017, 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 Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2017.

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: April 23, 2018

Name _____
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Marshalltown Municipal Transit

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 assisted Award.

Signature _____ Date: April 23, 2018

Name _____
Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA and each FTA Recipient with an active Capital or Formula Project or Award must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within FTA's electronic award and management system, provided the Applicant has on file and uploaded to FTA's electronic award and management system this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

PREFACE

Before the Federal Transit Administration (FTA or We) may award federal assistance for public transportation in the form of a federal grant, cooperative agreement, loan, line of credit, loan guarantee, master credit agreement, or State Infrastructure Bank (SIB) cooperative agreement certain pre-award Certifications and Assurances are required, except as FTA determines otherwise in writing. The Applicant must authorize a representative (Authorized Representative) to select and sign its Certifications and Assurances and bind the Applicant's compliance. You, as your Applicant's Authorized Representative, must select and sign all Certifications and Assurances that your Applicant must provide to support each application it submits to FTA for federal assistance during federal fiscal year (FY) 2017.

We request that you read each Certification and Assurance and select those that will apply to any application for which your Applicant might seek FTA assistance during FY 2017. As provided by federal laws, regulations, and requirements, FTA may award federal assistance only if the Applicant's Authorized Representative selects adequate Certifications and Assurances.

We have consolidated our Certifications and Assurances into twenty-three (23) Categories. At a minimum, you must select the Assurances in Category 01. If your Applicant requests more than \$100,000 in federal assistance, you must select the "Lobbying" Certification in Category 02, except if your Applicant is an Indian tribe, Indian organization, or an Indian tribal organization. Depending on the nature of your Applicant and the Award it seeks, you may also need to select one or more Certifications and Assurances in Categories 03 through 23. Instead of selecting individual Categories of Certifications and Assurances, however, you may make a single selection that will encompass all twenty-three (23) Categories of Certifications and Assurances that apply to our various programs.

FTA, the Applicant, and the Applicant's Authorized Representative, understand and agree that not every provision of these twenty-three (23) Categories of Certifications and Assurances will apply to every Applicant or every Award or Project included in an Award, even if you make a single selection encompassing all twenty-three (23) Categories. Nor will every provision of each Certification or Assurance within a single Category apply if that provision does not apply to your Applicant or the Award it seeks. The type of Applicant and its application will determine which Certifications and Assurances apply.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected that apply to its Award, itself, any Subrecipient, or any other Third Party Participant in its Award, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including,

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant as necessary to assure your Applicant's compliance with the applicable Certifications and Assurances selected on its behalf.

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 that each member will perform and the extent to which each member will be responsible for compliance with the selected Certifications and Assurances. You also must identify each member's role in the Award, whether as a Recipient, Subrecipient, Third Party Contractor, or other Third Party Participant.

It is important that you and your Applicant 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 Award. We expect you to submit your Applicant's FY 2017 Certifications and Assurances and its applications for federal assistance in FTA's electronic award and management system, currently the Transit Award Management System (TrAMS). You must be registered in TrAMS to submit your Applicant's FY 2017 Certifications and Assurances. TrAMS contains fields for selecting among the twenty-three (23) Categories of Certifications and Assurances and a designated field for selecting all twenty-three (23) Categories of Certifications and Assurances. If FTA agrees that you are unable to submit your Applicant's FY 2017 Certifications and Assurances electronically, you must submit the Signature Pages at the end of this document, as FTA directs, marked to show the Categories of Certifications and Assurances that you are submitting.

Be aware that these Certifications and Assurances have been prepared in light of:

- *The Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015, and other authorizing legislation to be enacted, and*
- *Appropriations Acts or Continuing Resolutions funding the U.S. Department of Transportation during Fiscal Year 2017.*

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

CATEGORY 01. REQUIRED CERTIFICATIONS AND ASSURANCES FOR EACH APPLICANT.

Before FTA may provide federal assistance for your Applicant's Award, you must select the Certifications and Assurances in Category 01 in addition to any other applicable Certifications and Assurances, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 01 that does not apply will not be enforced.

01.A. Certifications and Assurances of Authority of the Applicant and Its Authorized Representative.

You certify and affirm that in signing these Certifications, Assurances, and Agreements, both you, as your Applicant's Authorized Representative, and your Applicant's attorney who is authorized to represent your Applicant in legal matters, may undertake the following activities on your Applicant's behalf, in compliance with applicable state, local, or Indian tribal laws, regulations, and requirements and your Applicant's by-laws or internal rules:

1. Execute and file its application for federal assistance,
2. Execute and file its Certifications, Assurances, Charter Service Agreement, and School Bus Agreement, as applicable, binding its compliance,
3. Execute its Grant Agreement, Cooperative Agreement, Loan, Loan Guarantee, Line of Credit, Master Credit Agreement, or State Infrastructure Bank (SIB) Cooperative Agreement for which the Applicant is seeking federal assistance from FTA,
4. Comply with applicable federal laws, regulations, and requirements, 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 laws, regulations, and requirements in implementing its Award.
2. It is under a continuing obligation to comply with the terms and conditions of its Grant Agreement or Cooperative Agreement with FTA for each Award, including the FTA Master Agreement and other documents incorporated by reference and made part of its Grant Agreement or Cooperative Agreement, or latest amendment thereto.
3. It recognizes that federal laws, regulations, and requirements may be amended from time to time and those amendments may affect the implementation of its Award.
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 Award.
5. It agrees that the most recent federal laws, regulations, requirements, and guidance will apply to its Award, 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 federal assistance for those programs was appropriated or made available.

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

01.C. Intergovernmental Review Assurance.

(This assurance in this Category 01.C does not apply to an Indian tribe, an Indian organization, or an Indian tribal organization that applies for federal assistance made available under 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 assistance to the appropriate state and local agencies for intergovernmental review.

01.D. Nondiscrimination Assurance.

On behalf of your Applicant, you assure that:

1. It will comply with the following laws, regulations, and requirements 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 assisted 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 including:
 - a. Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination on the basis of race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity),
 - b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d,
 - c. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.* (prohibiting discrimination on the basis of race, color, religion, sex, (including gender identity and sexual orientation) or national origin),
 - d. Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
 - e. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.*,
 - f. U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25,
 - g. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, *et seq.*,
 - h. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*,
 - i. 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,
 - j. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
 - k. Any other applicable federal statutes that may be signed into law, federal regulations that may be issued, or federal requirements that may be imposed.
2. It will comply with federal guidance implementing federal nondiscrimination laws, regulations, or requirements, except as FTA determines otherwise in writing.
3. As required by 49 CFR § 21.7:

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

- a. It will comply with 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 in the manner that:
 - (1) It implements its Award,
 - (2) It undertakes property acquisitions, and
 - (3) It operates all parts of its facilities, as well as its facilities operated in connection with its Award.
- b. This assurance applies to its Award and to all parts of its facilities, as well as its facilities used to implement its Award.
- 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 Headquarters Office of Civil Rights, and
 - (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request.
- d. If it transfers U.S. DOT or FTA assisted 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 assistance 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 law, 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 Award, except FTA and the Applicant (and later, 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,

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

- (3) Third party contract or subcontract at any tier,
 - (4) Lease, or
 - (5) Participation agreement.
- j. The assurances you have made on your Applicant's behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:
 - (1) Federal assistance is provided for its Award,
 - (2) Its property acquired or improved with federal assistance is used for a purpose for which the federal assistance is extended, or for a purpose involving similar services or benefits,
 - (3) It retains ownership or possession of its property acquired or improved with federal assistance provided for its Award, or
 - (4) FTA may otherwise determine in writing.
- 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. § 5332, 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 Category 01.D Assurance, of which compliance is a condition of approval or extension of any FTA assistance 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.
 - b. In any program or activity receiving or benefiting from federal assistance that U.S. DOT administers, no qualified individual with a disability will, because of his or her disability, be:
 - (1) Excluded from participation,
 - (2) Denied benefits, or
 - (3) Otherwise subjected to discrimination.

01.E. Suspension and Debarment, Tax Liability, and Felony Convictions Certifications.

01.E.1 Suspension and Debarment.

On behalf of your Applicant, you certify that:

- a. 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.
- b. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - (1) Are eligible to participate in covered transactions of any federal department or agency and are not presently:
 - (a) Debarred,
 - (b) Suspended,

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- (c) Proposed for debarment,
 - (d) Declared ineligible,
 - (e) Voluntarily excluded, or
 - (f) Disqualified.
- (2) Within a three-year period preceding its latest application or proposal, its management has not been convicted of or had a civil judgment rendered against any of them for:
- (a) 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,
 - (b) Violation of any federal or state antitrust statute, or
 - (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property.
- (3) 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 2.b of this Certification.
- (4) 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.
- (5) If, at a later time, it receives any information that contradicts the preceding statements of subsections 2.a – 2.d of this Category 01.E Certification, it will promptly provide that information to FTA.
- (6) It will treat each lower tier contract or subcontract under its Award as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
- (a) Equals or exceeds \$25,000,
 - (b) Is for audit services, or
 - (c) Requires the consent of a federal official.
- (7) It will require that each covered lower tier contractor and subcontractor:
- (a) Comply and facilitate compliance with the federal requirements of 2 CFR parts 180 and 1200, and
 - (b) Assure that each lower tier participant in its Award is not presently declared by any federal department or agency to be:
 - 1 Debarred from participation in any federally assisted Award,
 - 2 Suspended from participation in any federally assisted Award,
 - 3 Proposed for debarment from participation in any federally assisted Award,
 - 4 Declared ineligible to participate in any federally assisted Award,
 - 5 Voluntarily excluded from participation in any federally assisted Award, or
 - 6 Disqualified from participation in any federally assisted Award.
- c. It will provide a written explanation 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 Category 01.E.1 Certification.

01.E.2. Tax Liability.

If your Applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, on behalf of your Applicant, you certify that:

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- a. Your Applicant and its prospective Subrecipients have no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- b. Your Applicant and its Subrecipients will follow applicable U.S. DOT guidance when issued.

01.E.3. Felony Convictions.

If your Applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, on behalf of your Applicant, you certify that:

- a. Your Applicant and its prospective Subrecipients have not been convicted of a felony criminal violation under any federal law within the preceding 24 months.
- b. Your Applicant and its Subrecipients will follow applicable U.S. DOT guidance when it is issued.

01.F. U.S. OMB Assurances in SF-424B and SF-424D.

The assurances in this Category 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, regulations, and requirements.

- 1. *Administrative Activities.* On behalf of your Applicant, you assure that:
 - a. For any application it submits for federal assistance, it has adequate resources to plan, manage, and properly complete the tasks to implement its Award, including:
 - (1) The legal authority to apply for federal assistance,
 - (2) The institutional capability,
 - (3) The managerial capability, and
 - (4) The financial capability (including funds sufficient to pay the non-federal share of the cost of incurred under its Award).
 - b. As required, it will give access and the right to examine materials related to its Award to the following entities or individuals, including, but not limited to:
 - (1) FTA,
 - (2) The Comptroller General of the United States, and
 - (3) The State, through an appropriate authorized representative.
 - c. It will establish a proper accounting system in accordance with generally accepted accounting standards or FTA guidance.
 - 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) An appearance of a personal or organizational conflict of interest or personal gain.
- 2. *Specifics of the Award.* On behalf of your Applicant, you assure that:
 - a. It will begin and complete work within the period of performance that applies following receipt of an FTA Award.
 - b. For FTA assisted construction Awards:

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

- (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 to the approved plans and specifications,
 - (3) It will include a covenant to assure nondiscrimination during the useful life of the real property financed under its Award in its title to that real property,
 - (4) To the extent FTA requires, it will record the federal interest in the title to FTA assisted real property or interests in real property, and
 - (5) It will not alter the site of the FTA assisted construction 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.
 - c. It will furnish progress reports and other information as FTA or the state may require.
3. *Statutory and Regulatory Requirements.* On behalf of your Applicant, you assure that:
- a. Your Applicant will comply with all federal laws, regulations, and requirements 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 assisted 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 assisted 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 .
 - (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.*

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- (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.
- (10) The prohibitions against discrimination in employment as provided in Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*,
- (11) The nondiscrimination provisions of any other statute(s) that may apply to its Award.
- 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 assistance has been provided for any real property acquired or improved for purposes of its Award:
 - (1) It will provide for fair and equitable treatment of any displaced persons or any persons whose property is acquired or improved as a result of federally assisted programs.
 - (2) It has the necessary legal authority under state and local laws, regulations, and requirements 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.
 - (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 provided by 42 U.S.C. §§ 4622, 4623, and 4624, and 49 CFR part 24, if its Award 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 provided 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 do the following:
 - 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.

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- (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 assistance for its eligible costs of providing payments for those expenses, as required by 42 U.S.C. § 4631.
 - (h) It will execute the necessary implementing amendments to FTA assisted 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, related to its Award that involves relocation or land acquisition.
 - (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 assistance 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 assisted Awards 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:
 - (1) 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 the floodplains provisions of Executive Order No. 11988, May 24, 1977, 42 U.S.C. § 4321 note, and Executive Order No. 13690 “Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input, January 30, 2015.
 - (5) Complying with the assurance of 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.

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- (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 1970, as amended, 42 U.S.C. §§ 7401 – 7671q.
- (7) Complying with 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 Award, 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.
- (11) Complying with and facilitating compliance with:
 - (a) Section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 300108,
 - (b) The Archaeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 *et seq.*, and
 - (c) Executive Order No. 11593 (identification and protection of historic properties), 54 U.S.C. § 300101.
- 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 with federal assistance:
 - (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 assisted buildings.
- i. It will comply with and assure that each of its Subrecipients located in special flood hazard areas will 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 assistance, 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

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- system (or of any other agency or entity performing related functions) receiving federal assistance appropriated or made available under 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. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR part 200, and
 - (3) Most recent applicable U.S. OMB Compliance Supplement, 2 CFR part 200, appendix XI (previously known as the U.S. OMB Circular A-133 Compliance Supplement).
 - l. It will comply with all other federal laws, regulations, and requirements that apply.
 - m. It will follow federal guidance governing it and its Award, except as FTA has expressly approved otherwise in writing.

CATEGORY 02. LOBBYING.

Before FTA may provide federal assistance for a grant or cooperative agreement exceeding \$100,000 or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, you must select the Lobbying Certifications in Category 02, unless your Applicant is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 31 U.S.C. § 1352, and/or except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 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 assistance for a grant or cooperative agreement, and
 - (2) For \$150,000 or more in federal assistance for a loan, line of credit, loan guarantee, or loan insurance, and
 - b. Your Certification on your Applicant’s behalf applies to the lobbying activities of:
 - (1) The Applicant,
 - (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:

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- (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance.
- b. Your Applicant will submit a complete OMB Standard Form LLL (Rev. 7-97), “Disclosure of Lobbying Activities,” consistent with the instructions on that form, 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.
- c. Your Applicant will include the language of this Certification in its Award documents under a federal grant, cooperative agreement, loan, line of credit, or loan insurance including, but not limited to:
 - (1) Each third party contract,
 - (2) Each third party subcontract,
 - (3) Each subagreement, and
 - (4) Each third party agreement.
- 3. Your Applicant 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 federal assistance for a transaction covered by 31 U.S.C. § 1352, including a:
 - (1) Federal grant or cooperative agreement, or
 - (2) Federal loan, line of credit, loan guarantee, or loan insurance.
- 4. Your Applicant 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.

CATEGORY 03. PROCUREMENT AND PROCUREMENT SYSTEMS.

We request that you select the Procurement and Procurement Systems Certification in Category 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 2 CFR § 200.324(c)(2), incorporated by reference in 2 CFR part 1201 or former 49 CFR § 18.36(g)(3)(ii).

Any provision of the Certification in Category 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, regulations, and requirements in accordance with applicable federal guidance, except as FTA has approved otherwise in writing.

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CATEGORY 04. PRIVATE SECTOR PROTECTIONS.

Before FTA may provide federal assistance for an Award that involves the acquisition of public transportation property or the operation of public transportation facilities or equipment, you must select the Private Property Protections Assurances in Category 04.A and enter into the Agreements in Category 04.B and Category 04.C on behalf of your Applicant, except as FTA determines otherwise in writing.

Any provision of the Assurances and Agreements in Category 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 federal assistance from FTA 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 Category 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:

1. Your Applicant has or will have:
 - a. Determined that the federal assistance it has requested is essential to carrying out its 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.
2. Your Applicant has completed the actions described in the preceding section 1 of this Category 04.A Certification before:
 - a. It acquires the property or an interest in the property of a private provider of public transportation, or
 - b. It 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 federal assistance from FTA to acquire or operate transit facilities or equipment, the Charter Service Agreement in Category 04.B applies to your Applicant, except as FTA determines otherwise in writing.

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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 or improved under an Award 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 receives federal assistance 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.
 - (2) Any Third Party Participant that receives federal assistance 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 Award.
 - 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 Award 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 selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Underlying Agreement accompanying its Award of federal assistance from FTA.
 - 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 federal assistance from FTA that has demonstrated a pattern of violating of FTA’s Charter Service regulations by:
 - (a) Conducting charter operations prohibited by federal transit laws and FTA’s Charter Service regulations, or

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- (b) Otherwise violating its Charter Service Agreement selected in its latest annual Certifications and Assurances.
- (2) These corrective measures and remedies may include:
 - (a) Barring your Applicant or any Third Party Participant operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA,
 - (b) Withholding an amount of federal assistance as provided by Appendix D to FTA's Charter Service regulations, or
 - (c) Any other appropriate remedy that may apply.
- 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 federal assistance appropriated or made available under 49 U.S.C. §§ 5307 or 5311 to be used for Job Access and Reverse Commute (JARC) activities that would have been eligible for assistance under former 49 U.S.C. § 5316 in effect in FY 2012 or a previous fiscal year, provided that it uses that federal assistance from FTA for those program purposes only.
 - b. FTA's Charter Service restrictions do not apply to your Applicant if it seeks federal assistance appropriated or made available under 49 U.S.C. § 5310 to be used for New Freedom activities that would have been eligible for assistance under former 49 U.S.C. § 5317 in effect in FY 2012 or a previous fiscal year, provided it uses that federal assistance from FTA for those program purposes only.
 - 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 assisted 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 federal assistance from FTA to acquire or operate transit facilities or equipment, the School Bus Agreement in Category 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), your Applicant agrees to enter into the following School Bus Agreement:

- 1. FTA's "School Bus Operations" regulations at 49 CFR part 605 restricts school bus operations using facilities and equipment acquired or improved with federal assistance 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 receives federal assistance appropriated or made available for:

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- (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. Any Third Party Participant that receives federal assistance 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. Any other Third Party Participant in the Award.
4. You and your Applicant agree, and will obtain the agreement of any Third Party Participant, 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 selected on its behalf in FTA’s latest annual Certifications and Assurances is incorporated by reference and made part of the Underlying Agreement accompanying its Award of federal assistance.
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 assistance for public transportation, or
 - b. Require the Applicant or Third Party Participant to take such remedial measures as FTA considers appropriate.

CATEGORY 05. ROLLING STOCK REVIEWS AND BUS TESTING.

Before FTA may provide federal assistance for an Award to acquire rolling stock for use in revenue service or to acquire a new bus model, you must select the Rolling Stock Reviews and Bus Testing Certifications in Category 05, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 05 that does not apply will not be enforced.

05.A. Rolling Stock Reviews.

If your Applicant seeks federal assistance from FTA to acquire rolling stock for use in revenue service, the Rolling Stock Reviews Certifications in Category 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. Your Applicant 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. Your Applicant will conduct or cause to be conducted the required pre-award and post-delivery reviews of that rolling stock, 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 federal assistance from FTA to acquire a new bus model, the Bus Testing Certifications in Category 05.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that:

1. FTA’s 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.
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, your Applicant will not spend any federal assistance appropriated under 49 U.S.C. chapter 53 to acquire that new bus or new bus model until:
 - a. That new bus or new bus model has been tested at FTA’s bus testing facility, and
 - b. It has received a copy of the test report prepared for 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 the:
 - 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, when issued.
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.

CATEGORY 06. DEMAND RESPONSIVE SERVICE.

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Before FTA may provide federal assistance to a public entity that operates demand responsive service for an Award to acquire a non-rail vehicle that is not accessible, you must select the Demand Responsive Service Certifications in Category 06, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 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.
2. Viewed in its entirety, your Applicant’s 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.

CATEGORY 07. INTELLIGENT TRANSPORTATION SYSTEMS.

Before FTA may provide federal assistance for an Award in support of an Intelligent Transportation System (ITS), you must select the Intelligent Transportation Systems Assurances in Category 07, except as FTA determines otherwise in writing.

Any provision of the Assurances in Category 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 System is defined to include technologies or systems of technologies that provide or significantly contribute to the provision of one or more Intelligent Transportation System (ITS) user services as defined in the “National ITS Architecture.”
2. Assure that, as provided in 23 U.S.C. § 517(d), any Award that includes an ITS or related activity financed 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).

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CATEGORY 08. INTEREST AND FINANCING COSTS AND ACQUISITION OF CAPITAL ASSETS BY LEASE.

Before FTA may award federal assistance appropriated or made available under 49 U.S.C. chapter 53 to support the interest, financing, or leasing costs of any Award financed under the Urbanized Area Formula Grants Program, Fixed Guideway Capital Investment Grants Program, any program to which the requirements of 49 U.S.C. § 5307 apply, or any other program as FTA may specify, you must select the Certifications in Category 08, except as FTA may determine otherwise in writing.

Any provision of the Certifications and Assurances in Category 08 that does not apply will not be enforced.

08.A. Interest and Financing Costs.

If your Applicant intends to use federal assistance to support the interest or any other financing costs for an Award financed under the Urbanized Area Formula Grants Program, the Fixed Guideway Capital Investment Grants Program, the New Starts, Small Starts, and Core Capacity Programs, any program that must comply with the requirements of 49 U.S.C. § 5307, or any other program as FTA may specify, the Interest and Financing Costs Certifications in Category 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 assistance for those costs, and
 - b. Its records demonstrate that it has shown reasonable diligence in seeking the most favorable financing terms, as FTA may require.
2. It will comply with the same favorable financing cost provisions for Awards financed under:
 - a. The Urbanized Area Formula Grants Program,
 - b. A Full Funding Grant Agreement,
 - c. An Early Systems Work Agreement,
 - d. The Fixed Guideway Capital Investment Program financed by previous FTA enabling legislation,
 - e. Any program that must comply with the requirements of 49 U.S.C. § 5307, or
 - f. Any other program as FTA may specify.

08.B. Acquisition of Capital Assets by Lease.

If your Applicant seeks federal assistance from FTA to acquire capital assets (other than rolling stock or related equipment) through a lease, the Acquisition of Capital Assets by Lease Certifications and Assurances in Category 08.B apply 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, to the extent consistent with the FAST Act, if your Applicant

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acquires any capital asset (other than rolling stock or related equipment) through a lease financed with federal assistance appropriated or made available under 49 U.S.C. chapter 53, it will not enter into a capital lease for which FTA can provide only incremental federal assistance unless it has adequate financial resources to meet its future lease obligations if federal assistance is not available.

CATEGORY 09. TRANSIT ASSET MANAGEMENT PLAN, PUBLIC TRANSPORTATION AGENCY SAFETY PLAN, AND STATE SAFETY OVERSIGHT REQUIREMENTS.

Before FTA may provide federal assistance appropriated or made available under 49 U.S.C. chapter 53 to support an Award, you must select the Certifications in Category 09, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 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 Category 09.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it and each of its Subrecipients will:

1. Comply with FTA regulations, “Transit Asset Management,” 49 CFR part 625, and
2. Follow federal guidance that will implement the regulations at 49 CFR part 625.

09.B. Public Transportation Safety Program.

If your Applicant applies for funding under 49 U.S.C. chapter 53 and it is a State, local government authority, or any other operator of a public transportation system, the particular provisions under the Public Transportation Safety Program in Category 09.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

09.C. State Safety Oversight Requirements.

On behalf of your Applicant, depending on how far the Recipient has progressed in developing a State Safety Oversight program fully compliant with 49 U.S.C. § 5329(e) and FTA regulations, “State Safety Oversight,” 49 C.F.R. part 674, your applicant certifies that it will comply as follows:

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1. States With a Fully Compliant Program. The Recipient agrees that FTA regulations, “State Safety Oversight,” 49 C.F.R. part 674, will apply when its State Safety Oversight program is fully compliant with FTA’s requirements, but
2. States Without a Fully Compliant Program. The Recipient agrees that FTA regulations, “Rail Fixed Guideway Systems; State Safety Oversight,” 49 C.F.R. part 659, will continue to apply to those states that have not yet implemented a fully compliant Public Transportation Safety Program.

CATEGORY 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 federal assistance for an Award, you must select the Certifications in Category 10, except as FTA may determine otherwise in writing.

Any provision of the Certifications in Category 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 an Applicant that is a state, 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 its 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.
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 its 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 its 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.

CATEGORY 11. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS PROGRAM (NEW STARTS, SMALL STARTS, AND CORE CAPACITY IMPROVEMENT).

Before FTA may provide federal assistance for an Award financed under the New Starts, Small Starts, or Core Capacity Improvement Program authorized under 49 U.S.C. § 5309, you must select the Certifications in Category 11, except as FTA may determine otherwise in writing.

Any provision of the Certifications in Category 11 that does not apply will not be enforced.

Except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

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1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625,
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, and
5. It will comply with FTA guidance, “Final Interim Policy Guidance, Federal Transit Administration Capital Investment Grant Program,” June 2016.

CATEGORY 12. STATE OF GOOD REPAIR PROGRAM.

Before FTA may provide federal assistance for an Award financed under the State of Good Repair Program authorized under 49 U.S.C. § 5337, you must select the Certifications in Category 12, except as FTA determines otherwise in writing.

Any provision of the Assurance in Category 12 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award,
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient’s transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625, 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.

CATEGORY 13. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS

Before FTA may provide federal assistance for an Award under the Buses and Bus Facilities Program authorized under 49 U.S.C. § 5339, as amended by the FAST Act, which authorizes grants for formula and competitive Bus and Bus Facilities Grants and Low or No Emission buses or an award under the Low or No Emission Vehicle Development Program authorized under former 49 U.S.C. § 5312(d)(5), you must select the Certifications in Category 13, except as FTA determines otherwise in writing.

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Any provision of the Certifications in Category 13 that does not apply will not be enforced.

13.A. Grants for Buses and Bus Facilities Program

The following Certifications for the Grants for Buses and Bus Facilities Program are required by 49 U.S.C. § 5339, as amended by the FAST Act, which provides that the requirements of 49 U.S.C. § 5307 shall apply to recipients of grants made in urbanized areas and the requirements of 49 U.S.C. § 5311 shall apply to recipients of grants made in rural areas. Therefore:

1. If your Applicant is in an urbanized area, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
 - a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
 - c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
 - d. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5339 during non-peak hours for transportation, recipients in an urbanized area will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
 - (1) Any senior,
 - (2) 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), is unable to 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 procurement under 49 U.S.C. § 5339, it will comply with:
 - (1) The applicable general provisions of 49 U.S.C. § 5323, and
 - (2) The applicable 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).
 - g. As required by 49 U.S.C. § 5307(d):
 - (1) It has or will have the amount of funds required for the non-federal share,
 - (2) It will provide the non-federal share from sources approved by FTA, and
 - (3) It will provide the non-federal share 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 transportation planning requirements of 49 U.S.C. § 5304.

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- 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 service.
- j. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.
2. Except as FTA determines otherwise in writing, if your Applicant is in a rural area, you certify, on behalf of your Applicant, that:
 - a. It has or will have and require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
 - c. It will maintain and require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
 - d. Its state program has provided for a fair distribution of federal assistance appropriated or made available under 49 U.S.C. § 5311(b) within the state to eligible entities, including Indian reservations.
 - e. Its program provides or will provide the maximum feasible coordination of federal assistance for public transportation service with transportation service financed by other federal sources.
 - f. Its Awards and Subawards in its Formula Grants for Rural Areas Program are included in:
 - (1) The statewide transportation improvement program, and
 - (2) To the extent applicable, a metropolitan transportation improvement program.
 - g. With respect to the non-federal share:
 - (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5311(g),
 - (2) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
 - (3) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
 - h. It may transfer a facility or equipment acquired or improved under its Award to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, 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. § 5311.

13.B. Low or No Emission Vehicle Deployment.

If your Applicant seeks federal assistance from FTA for an Award financed under the Low or No Emission Vehicle Development Program authorized under former 49 U.S.C. § 5312(d)(5), the

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Certifications and Assurances in Category 13.B apply to your Applicant, except as FTA determines otherwise in writing.

Former section 5312(d)(5)(C)(i) of title 49, United States Code, requires the following Certifications for Low or No Emission Vehicle Deployment Program before awarding federal assistance appropriated or made available under 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 legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with the Recipient's transit management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. When using or involving a facility or equipment acquired or improved with federal assistance under former 49 U.S.C. § 5312(d)(5) during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour to the following individuals:
 - 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 is unable to 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:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable 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:
 - a. It has informed or will inform the public of the amounts of its federal assistance available under this Program,
 - b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities to be financed,
 - c. It has published or will publish its proposed 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. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects,
 - e. It has assured or will assure that its proposed Program of Projects provides for coordination of public transportation services assisted under 49 U.S.C. § 5336, as amended by the FAST Act, with federally assisted transportation services supported by other federal sources,

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- f. It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
- g. It has made or will make the final list of Projects for which an Award is sought available to the public.
- 7. With respect to the non-federal share:
 - a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share from sources approved by FTA, and
 - c. It will provide the non-federal share 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 service.
- 10. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

CATEGORY 14. URBANIZED AREA FORMULA GRANTS PROGRAMS AND PASSENGER FERRY GRANT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Urbanized Area Formula Grants Program authorized under 49 U.S.C. § 5307, as amended by the FAST Act, which authorizes federal assistance for Job Access and Reverse Commute (JARC) activities, and the Passenger Ferry Grant Program authorized under 49 U.S.C. § 5307(h), you must select the Certifications in Category 14, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 14 that does not apply will not be enforced.

14.A. Urbanized Area Formula Grants Program under the FAST Act.

If your Applicant seeks federal assistance from FTA for an Award financed under the Urbanized Area Formula Grants Program authorized under 49 U.S.C. § 5307, as amended by the FAST Act, the Certifications in Category 14.A apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Urbanized Area Formula Grants Program under 49 U.S.C. § 5307, as amended by the FAST Act, 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 legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- 2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

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3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625,
4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307 during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
 - 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), is unable to 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:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable 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:
 - a. It has made or will make available to the public information on the amounts of federal assistance available to it under 49 U.S.C. § 5307,
 - b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities for which federal assistance is sought,
 - c. It has published or will publish its proposed 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 its proposed Program of Projects and its performance as an Applicant or Recipient,
 - d. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects,
 - e. It has ensured or will ensure that its proposed Program of Projects provides for coordination of transportation services financed by FTA under 49 U.S.C. § 5336, as amended by the FAST Act, with transportation services supported by other Federal Government sources,
 - f. It 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. It has made or will make its final Program of Projects available to the public.
7. As required by 49 U.S.C. § 5307(d):
 - a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share from sources approved by FTA, and
 - c. It will provide the non-federal share 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

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- 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 federal assistance under 49 U.S.C. § 5307 apportioned to its urbanized area must be expended for Public Transportation Security activities 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) 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 activity 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 Public Transportation Security activities are not necessary.
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. It will provide a report by the end of the fourth quarter of the preceding federal fiscal year that lists projects carried out in the preceding fiscal year under this section for associated transit improvements as defined in 49 U.S.C. § 5302, and
 - b. The report of its Associated Transit Improvements or related activities is or will be incorporated by reference and made part of its Certifications and Assurances.
12. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

14.B. Passenger Ferry Grant Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Passenger Ferry Grant Program authorized under 49 U.S.C. § 5307(h), as amended by the FAST Act, the Certifications in Category 14.B apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Passenger Ferry Grant Program are required by 49 U.S.C. § 5307(c)(1) or (h). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

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3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307(h) during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
 - 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), is unable to 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:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. As required by 49 U.S.C. § 5307(d):
 - a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share from sources approved by FTA, and
 - c. It will provide the non-federal share 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 service.
9. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

CATEGORY 15. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

Before FTA may provide federal assistance for an Award financed under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized under 49 U.S.C. § 5310, as amended by the FAST Act, or the Pilot Program for Innovated Access and Mobility under Section 3006(b) of the FAST Act, you must select the Certifications in Category 15, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 15 that does not apply will not be enforced.

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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 Subrecipient 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. Your Applicant will comply with the following selection and planning requirements:
 - (1) The Projects it has selected or will select for an Award or Subaward of federal assistance appropriated or made available under 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) Within its Award, the Projects selected to receive federal assistance will assist in providing transportation services for seniors and individuals with disabilities are included in its Program of Projects submitted to FTA annually.
 - (4) To the maximum extent feasible, the services financed by 49 U.S.C. § 5310 will be coordinated with transportation services financed by other federal departments and agencies, including any transportation activities carried out by a recipient of federal assistance 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 federal assistance received under 49 U.S.C. § 5310 to any Subrecipient, it will have allocated that federal assistance on a fair and equitable basis.
 - d. It will not transfer a facility or equipment acquired or improved with federal assistance 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, unless:
 - (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 federal assistance it receives for Capital Projects to meet the special needs of seniors and individuals with disabilities.

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- 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 Program authorized by 49 U.S.C. § 5310.
- 2. FTA has determined that certain requirements of 49 U.S.C. § 5307 are appropriate for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, some of which require Certifications. Therefore, as specified under 49 U.S.C. § 5307(c)(1), your Applicant certifies that:
 - a. It has or will have and will require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have and will require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award or Subaward.
 - c. It will maintain and will require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award or Subaward, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
 - d. When carrying out a procurement under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, it will require each Subrecipient to comply with:
 - (1) The applicable general provisions of 49 U.S.C. § 5323, and
 - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
 - e. With respect to the non-federal share:
 - (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5310,
 - (2) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
 - (3) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
 - f. It has complied or will comply 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.
 - g. To the extent applicable, it will and will require its Subrecipients to comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

CATEGORY 16. RURAL AREAS AND APPALACHIAN DEVELOPMENT PROGRAMS.

Before FTA may provide federal assistance for an Award financed under the Formula Grants for Rural Areas Program authorized under 49 U.S.C. § 5311(b), as amended by FAST Act, and the Appalachian Development Public Transportation Assistance Program authorized under

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49 U.S.C. § 5311(c)(2), as amended by FAST, you must select the Certifications in Category 16, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 16 that does not apply will not be enforced.

16.A. Formula Grants for Rural Areas Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Formula Grants for Rural Areas Program authorized under 49 U.S.C. § 5311, as amended by FAST Act, the Certifications in Category 16.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 federal assistance appropriated or made available for the Rural Areas Formula Program financed under 49 U.S.C. § 5311(b), as amended by FAST Act. On its behalf, you certify and assure that:

1. It has or will have and require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain and require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. It will and will require each Subrecipient to comply with applicable regulations and guidance that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.
5. Its state program has provided for a fair distribution of federal assistance appropriated or made available under 49 U.S.C. § 5311(b) within the state to eligible entities, including Indian reservations.
6. Its program provides or will provide the maximum feasible coordination of federal assistance for public transportation service authorized by 49 U.S.C. § 5311(b) with transportation service financed by other federal sources.
7. Its Awards and Subawards 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.
8. With respect to the non-federal share:
 - a. It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by former 49 U.S.C. § 5311(g),
 - b. It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and

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- c. It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
9. It may transfer a facility or equipment acquired or improved under its Award 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.
10. Each fiscal year:
 - a. It will spend at least fifteen (15) percent of its federal assistance authorized under 49 U.S.C. § 5311 and available that fiscal year for eligible activities to develop and support intercity bus transportation within the state 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.

16.B. Appalachian Development Public Transportation Assistance Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Appalachian Development Public Transportation Assistance Program authorized under 49 U.S.C. § 5311(c)(2), the Certifications in Category 16.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, if it is unable to use its federal assistance made available or appropriated for public transportation operating assistance, in accordance with 49 U.S.C. § 5311(c)(2)(D), it may use the federal assistance 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 such use in writing, and
3. In approving the use, it determines that local transit needs are being addressed.
4. It complies or will comply, to the extent applicable, with the recipient's transit asset management plan consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625, and
5. It complies or will comply, to the extent applicable, with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

CATEGORY 17. TRIBAL TRANSIT PROGRAMS (PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS PROGRAMS).

Before FTA may provide federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), you must select the Certifications in Category 17, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 17 that does not apply will not be enforced.

FTA has established terms and conditions for Tribal Transit Program grants financed with federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). On behalf of your Applicant, you certify and assure that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.4. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
4. With respect to its procurement system:
 - a. It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 200, for Awards made on or after December 26, 2014,
 - b. It will 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 former 49 CFR § 18.36, for Awards made before December 26, 2014, or
 - c. It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
5. It will comply with the Certifications, Assurances, and Agreements in:
 - a. Category 03.B and 03.C (Charter Service Agreement and School Bus Agreement),
 - b. Category 05.B (Bus Testing),
 - c. Category 06 (Demand Responsive Service),
 - d. Category 07 (Intelligent Transportation Systems), and
 - e. Category 10 (Alcohol and Controlled Substances Testing).

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

CATEGORY 18. STATE SAFETY OVERSIGHT GRANT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the State Safety Oversight Grant Program authorized under 49 U.S.C. § 5329(e)(6), you must select the Certifications in Category 18, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 18 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with the Recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. When carrying out a procurement under its Award, it will comply with:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
5. As required by 49 U.S.C. § 5329(e)(6)(C):
 - a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share only from sources approved by FTA, and will not be met by:
 - (1) Any federal assistance,
 - (2) Any funds received from a public transportation agency, or
 - (3) Any revenues earned by a public transportation agency, and
 - c. Will provide the non-federal share when needed.
6. Depending on how far the Recipient has progressed in developing a State Safety Oversight program fully compliant with 49 C.F.R. part 674, the following FTA regulations will apply:
 - a. States With a Fully Compliant Program. The Recipient agrees that FTA regulations, "State Safety Oversight," 49 C.F.R. part 674, will apply when its State Safety Oversight program is fully compliant with FTA's requirements;
 - b. States Without a Fully Compliant Program. The Recipient agrees that FTA regulations, "Rail Fixed Guideway Systems; State Safety Oversight," 49 C.F.R. part 659, will continue to apply to those states that have not yet implemented a fully compliant Public Transportation Safety Program.

CATEGORY 19. PUBLIC TRANSPORTATION EMERGENCY RELIEF PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Public Transportation Emergency Relief Program authorized under 49 U.S.C. § 5324, you must select the Certifications in Category 19, except as FTA determines otherwise in writing.

Any provision of the Assurance in Category 19 that does not apply will not be enforced.

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

As required by 49 U.S.C. § 5324(d), on behalf of your Applicant, you assure that it will:

1. Comply with the requirements of the Certifications and Assurances as FTA determines will apply to an Applicant for federal assistance appropriated or made available for the Public Transportation Emergency Relief Program, and
2. Comply with FTA regulations, “Emergency Relief,” 49 C.F.R. part 602.

CATEGORY 20. EXPEDITED PROJECT DELIVERY PILOT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Expedited Project Delivery Pilot Program authorized under section 3005(b) of the FAST Act, you must select the Certifications in Category 20, except as FTA determines otherwise in writing.

To the extent that any Certification in Category 20 does not apply, it will not be enforced.

As required by section 3005(b)(3)(B) of the FAST Act, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with the recipient’s transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR part 625.
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.

CATEGORY 21. INFRASTRUCTURE FINANCE PROGRAMS.

Before FTA may provide credit assistance for an Award that also is or will be financed under the Transportation Infrastructure Finance and Innovation Act (TIFIA) Program authorized under 23 U.S.C. §§ 601 – 609, or the State Infrastructure Banks (SIB) Program authorized under 23 U.S.C. § 610, you must select the Certifications in Category 21.

If the Applicant does not receive credit assistance under the TIFIA or SIB programs, the Certifications and Assurances in Category 21 will not be enforced.

21.A. Transportation Infrastructure Finance and Innovation Act (TIFIA) Program.

If your Applicant seeks federal assistance from FTA for an Award that also is or will be financed under the TIFIA Program authorized under 23 U.S.C. §§ 601 – 609 the Certifications and Assurances in Category 21.A apply to your Applicant. In administering this Program, the FAST Act cross-cutting requirements supersede inconsistent former requirements.

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

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(c)(1), on your Applicant's behalf, you certify that:
 - a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
 - c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
 - d. For transportation during non-peak hours and using or involving a facility or equipment of an Award financed using 49 U.S.C. § 5307 funds, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
 - (1) Any senior,
 - (2) Any 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), is unable to 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-financed procurement, the Applicant will comply with:
 - (1) The applicable provisions of 49 U.S.C. § 5323, and
 - (2) The applicable provisions of 49 U.S.C. § 5325.
 - f. It has complied with or will comply with 49 U.S.C. § 5307(b).
 - g.
 - (1) It has or will have no more than 80 percent of the Total Award Budget as the sum of all federal grants and any TIFIA-financed awards,
 - (2) It will provide the non-federal share from sources approved by FTA, and
 - (3) It will provide the non-federal share 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.
 - j. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

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 or any other financing costs incurred in connection with its Award that must be in compliance with those requirements unless:
 - a. It is eligible to receive federal assistance 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. Pursuant to the National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. § 5321 *et seq.*, the Project will qualify for an environmental categorical exclusion or receive a finding of no significant impact or a record of decision under NEPA before the Applicant undertakes activities for which it expects to receive federal assistance.
5. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. § 5326(d).

21.B. State Infrastructure Banks (SIB) Program.

If your Applicant is a state and seeks federal assistance from FTA for a project that also is or will be financed under the SIB Program authorized under 23 U.S.C. § 610, the Certifications and Assurances in Category 21.B apply to your state and its Award, except as the Secretary determines in writing. In administering this Program, the FAST Act cross-cutting requirements supersede inconsistent former requirements.

On behalf of the state Applicant for federal assistance 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,
 - b. Section 1511 of TEA-21, 23 U.S.C. § 181 note, or
 - c. 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 Grant Agreement between it and FTA that provides federal assistance to the SIB, including the FTA Master Agreement, which is incorporated by reference into the Grant Agreement, except that, unless FTA determines otherwise in writing, a 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 the FAST Act,
 - b. 23 U.S.C. § 610 or its predecessor before the FAST Act 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 SIB Cooperative Agreement establishing the state's SIB Program,
 - f. The Grant Agreement with FTA.
3. 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 the FAST Act, apply to any Award

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

under 49 U.S.C. chapter 53 that receives SIB support or financing under title 23, United States Code.

4. As required by 49 U.S.C. § 5323(o) and 49 U.S.C. § 5307(c)(1):
 - a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
 - c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
 - d. When using or involving a facility or equipment acquired or improved with federal assistance under a SIB-financed Award during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
 - (1) Any senior,
 - (2) 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), is unable to 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 procurement under a SIB-financed Award, it will comply with:
 - (1) The applicable general provisions of 49 U.S.C. § 5323, and
 - (2) The applicable 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).
 - g. It has or will have or provide:
 - (1) The amount of funds required for the non-federal share by the SIB Program, but not less than twenty-five (25) percent of each capitalization grant,
 - (2) The non-federal share from sources approved by FTA, and
 - (3) The non-federal share 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.
 - j. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of § 5329(b)-(d), except as FTA determines otherwise in writing.
5. As required by 49 U.S.C. chapter 53, it certifies that it will not seek reimbursement for interest or any other financing costs incurred in connection with its Award unless:
 - a. It is eligible to receive federal assistance for those expenses, and

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

- b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, as FTA may require.
- 6. It agrees that it will adopt a transit asset management plan that complies with FTA regulations, “Transit Asset Management,” 49 CFR part 625.

CATEGORY 22. PAUL S. SARBANES TRANSIT IN PARKS PROGRAM

Before FTA may provide federal assistance for an Award financed under the Paul S. Sarbanes Transit in Parks Program authorized under former 49 U.S.C. § 5320, in effect in FY 2012 or a previous fiscal year, except as superseded by FAST Act requirements, you must select the Certifications in Category 22, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 22 that does not apply will not be enforced.

- 1. Except as superseded by the FAST Act cross-cutting requirements, 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. 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.
- 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 the FAST Act cross-cutting requirements that apply, you certify that your Applicant:
 - a. Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
 - c. Will maintain its equipment and facilities acquired or improved under its Award.
 - d. When carrying out a procurement under former 49 U.S.C. § 5320, it will comply and will require each Subrecipient to comply with the following provisions:
 - (1) Competitive procurement (as defined or approved by FTA) requirements of 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” requirements under 49 U.S.C. § 5323(j), as amended by the FAST Act, and FTA regulations, “Buy America Requirements,” 49 CFR part 661,
 - (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” requirements under 49 U.S.C. § 5325(k).
 - e. It will comply with other applicable requirements under 49 U.S.C. § 5323 and § 5325.

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

- f. It has complied or will comply with the requirements of former 49 U.S.C. § 5307(c), and specifically:
 - (1) It 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 implement under its Award,
 - (2) It has developed or will develop, in consultation with interested parties including private transportation providers, Projects to be financed under its Award,
 - (3) It 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) It has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed Projects,
 - (5) It 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) It has made or will make the final list of Projects for which an Award is sought available to the public.
- g. With respect to the non-federal share:
 - (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5320,
 - (2) It will provide the non-federal share from sources approved by FTA, and
 - (3) It will provide the non-federal share when needed.
- h. 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 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.

CATEGORY 23. CONSTRUCTION HIRING PREFERENCES.

Before FTA may provide federal assistance for a third party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C. using a geographic, economic, or any other hiring preference not otherwise authorized by federal law or regulation, you must select the Certifications in Category 23 on behalf of your Applicant, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 23 that does not apply will not be enforced.

As provided by section 192 of division L, title I of the Consolidated Appropriations Act, 2017, Public Law No. 114-113, on behalf of your Applicant, you certify that if, in connection with any third party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C., it uses a geographic, economic, or any other hiring preference not otherwise authorized by law or prohibited under 2 CFR § 200.319(b):

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

1. Except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the work that the third party contract requires resides in the jurisdiction where the work will be performed,,
2. It will include appropriate provisions in its bid document ensuring that its third party contractor(s) do not displace any of its existing employees in order to satisfy such hiring preference, and
3. That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

Selection and Signature Page(s) follow.

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

(Signature pages alternative to providing Certifications and Assurances in TrAMS)

Name of Applicant:Marshalltown Municipal

Transit

The Applicant agrees to comply with applicable provisions of (Categories 01 – 23. X)

OR

The Applicant agrees to comply with applicable provisions of the Categories it has selected:

<u>Category</u>	<u>Description</u>	
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, Public Transportation Safety Program, and State Safety Oversight Requirements.	_____
10.	Alcohol and Controlled Substances Testing.	_____
11.	Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity Improvement).	_____
12.	State of Good Repair Program.	_____
13.	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs.	_____
14.	Urbanized Area Formula Grants Programs and Passenger Ferry Grant Program.	_____
15.	Enhanced Mobility of Seniors and Individuals with Disabilities Programs.	_____
16.	Rural Areas and Appalachian Development Programs.	_____
17.	Tribal Transit Programs (Public Transportation on Indian Reservations Programs).	_____
18.	State Safety Oversight Grant Program.	_____
19.	Public Transportation Emergency Relief Program.	_____
20.	Expedited Project Delivery Pilot Program.	_____
21.	Infrastructure Finance Programs.	_____
22.	Paul S. Sarbanes Transit in Parks Program.	_____
23.	Construction Hiring Preferences.	_____

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2017 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

(Required of all Applicants for federal assistance to be awarded by FTA and all FTA Grantees with an active Capital or Formula Award)

AFFIRMATION OF APPLICANT

Name of the Applicant: Marshalltown Municipal Transit

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 laws, regulations, and requirements, 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 2017, 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 Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2017.

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: April 23, 2018

Name _____
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Marshalltown Municipal Transit

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 assisted Award.

Signature _____ Date: April 23, 2018

Name _____
Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA and each FTA Recipient with an active Capital or Formula Project or Award must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within FTA's electronic award and management system, provided the Applicant has on file and uploaded to FTA's electronic award and management system this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

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 2018** 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

Print Name

Title

Name of Organization

Date Signed



Joel T.S. Greer, Mayor
Jessica Kinser, 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 23, 2018

To: Mayor Joel Greer
Members of the City Council

From: **Richard Stone**
Transit Administrator

Re: Iowa DOT Transit Funding Application

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

Recommendation: Staff recommends approving the resolution authorizing application to the Iowa Department of Transportation for transit funding as expressed by the certifications and assurances enclosed.

Background: Each year we apply for funding from the Iowa Department of Transportation to receive both state and federal dollars to cover the day-to-day expenses of the transit division for the following fiscal year. We are anticipating \$157,027 from the state and \$189,752 from the Federal Transit Administration.

Budget Impact: There is no expenditure with this Agreement. It is revenue for the daily operations of the transit division for the fiscal year 2018 - 2019.

Attachment: Certifications and Assurances

cc: Jessica Kinser, City Administrator



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 impacts.

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge:

Name: _____

Title: City Administrator

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.



Joel Greer, Mayor
Jessica Kinser, Administrator
Diana Steiner, Finance Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

FINANCE DEPARTMENT

April 5, 2018

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 charge indirect costs should the need arise; however, it is not anticipated the City will do so during the current fiscal year.

Respectfully,

A handwritten signature in blue ink, appearing to read "Diana Steiner", followed by a long horizontal line.

Diana Steiner
Finance Director
City of Marshalltown
641-754-5760
dsteiner@marshalltown-ia.gov

City Council
Susan Cahill, Leon Lamer, Mike Gowdy,
Al Hoop, Gabriel Isom, Bill Martin, Bethany Wirin

Marshalltown



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 23, 2018		Use Union Code		check if Yes				
Union Code		Union Local Number	Union/ Bargaining Unit	Crosses Urban Boundary	Crosses Regional Boundary	Crosses State Boundary	Receiving Public Money	Private-For-Profit
Address and e-Mail Address must be included for all agencies with a union affiliation.								
1.	PeopleRides 903 east Main Street Marshalltown, Iowa 50158 mwymore@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 23, 2018		Use Union Code	check if Yes					
Union Code	Address and e-Mail Address must be included.	Union Local Number	Union/ Bargaining Unit	Crosses Urban Boundary	Crosses Regional Boundary	Crosses State Boundary	Receiving Public Money	Private-For-Profit
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	1. Cabs of Marshalltown 3008 south Center Street Marshalltown, Iowa 50158 janice@cabsofmarshalltown.com			☒	☒	☐	☐	☒
	2. Iowa Veterans' Home 1301 Summit Street Marshalltown, Iowa 50158 641-752-1501			☒	☒	☐	☒	☐
	3.			☐	☐	☐	☐	☐
	4.			☐	☐	☐	☐	☐
	5.			☐	☐	☐	☐	☐
	6.			☐	☐	☐	☐	☐
	7.			☐	☐	☐	☐	☐

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 2018** 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.
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Signed by the official having the authority to negotiate indirect cost rates for the organization or by a higher level official.
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Signature

Print Name

Title

Name of Organization

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City of Marshalltown/Marshalltown Municipal Transit

List transit operations showing their current status as of (date)

April 23, 2018

Use
Union
Code

check if Yes

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.

		Union Local Number	Union/ Bargaining Unit	Crosses Urban Boundary	Crosses Regional Boundary	Crosses State Boundary	Receiving Public Money	Private-For-Profit
1.	PeopleRides 903 east Main Street Marshalltown, Iowa 50158 mwymore@region6planning.org			☒	☒	☐	☒	☐
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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 23, 2018		Use Union Code	check if Yes				
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6.			☐	☐	☐	☐	☐
7.			☐	☐	☐	☐	☐

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

MASTER AGREEMENT

**For Federal Transit Administration Agreements authorized by
49 U.S.C. chapter 53 and Title 23, United States Code (Highways), as amended by
the Fixing America's Surface Transportation (FAST) Act,
the Moving Ahead for Progress in the 21st Century Act (MAP-21),
the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users
(SAFETEA-LU), the SAFETEA-LU Technical Corrections Act of 2008,
or other federal laws that FTA administers.**

**FTA MA(23)
October 1, 2016**

<http://www.transit.dot.gov>

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**UNITED STATES DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

MASTER AGREEMENT

PREFACE

Statutory Authorities

This is the official Federal Transit Administration (FTA) Master Agreement that applies to each Underlying Agreement (Grant Agreement, Cooperative Agreement, Loan, Loan Guarantee, or Line of Credit) for a specific Award authorized by:

1. Federal transit laws, 49 U.S.C. chapter 53, as amended, including the following:
 - a. The Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015, and other authorizing legislation that may be enacted,
 - b. The Moving Ahead for Progress in the 21st Century Act (MAP-21), Public Law No. 112-141, July 6, 2012, as amended by the "Surface Transportation and Veterans Health Care Choice Improvement Act of 2015," Public Law No. 114-41, July 31, 2015, and
 - c. The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Public Law No. 109-59, August 10, 2005, as amended by the SAFETEA-LU Technical Corrections Act of 2008, Public Law No 110-244, June 6, 2008.
2. Continuing Resolutions or Other Appropriations Resolutions or Acts funding the Department of Transportation during Fiscal Year 2017.
3. Title 23, United States Code (Highways).
4. Other federal legislation that FTA administers, as FTA so determines.

Purpose of the Master Agreement

This FTA Master Agreement contains the standard terms and conditions that apply to the Underlying Agreement with the Recipient, which Underlying Agreement may take the form of an:

1. FTA Grant Agreement, including an FTA Grant Agreement for an award of federal assistance under the Tribal Transit Program,
2. FTA Cooperative Agreement, or

3. FTA Transportation Infrastructure Finance Innovation Act (TIFIA) Loan, Loan Guarantee, Line of Credit, Master Credit Agreement, or State Infrastructure Bank (SIB) Cooperative Agreement.

THEREFORE, in consideration of the mutual covenants, promises, and representations herein, FTA and the Recipient agree as follows:

GENERALLY APPLICABLE PROVISIONS

Section 1. Terms of the Master Agreement and Compliance

- a. The Recipient must comply with all applicable federal laws, regulations, and requirements, and should follow applicable federal guidance, except as FTA determines otherwise in writing.
- b. To assure compliance with federal laws, regulations, and requirements, the Recipient must take measures to assure that other participants in its Underlying Agreements (*e.g.*, Third Party Participants) comply with applicable federal laws, regulations, and requirements, and follow applicable federal guidance, except as FTA determines otherwise in writing.
- c. FTA may take enforcement action if the Recipient or a Third Party Participant violates an applicable federal law, regulation, or requirement, or does not follow applicable federal guidance.
- d. FTA and the Recipient agree that not every provision of this Master Agreement will apply to every Recipient or Underlying Agreement.
 - (1) FTA has divided the Master Agreement into the “Preface,” “Generally Applicable Provisions,” and “Special Provisions for Specific Programs.”
 - (2) This Master Agreement has an Appendix A illustrating the specific provisions of the Master Agreement that apply to the Tribal Transit Programs.
 - (3) Criteria determining which federal laws, regulations, requirements, and guidance apply include the type of Award, the federal law authorizing federal assistance for the Award, the federal law, regulations, or requirements governing how the Award must be implemented, the federal guidance pertaining to the Award, and the Recipient’s legal status as a “state,” “state instrumentality,” a “local government,” a federally recognized Indian Tribe (Indian Tribe), a “private nonprofit entity,” a “private for-profit entity,” or an individual.
- e. As provided in federal laws, regulations, requirements, and guidance, FTA will enforce only those federal laws, regulations, requirements, and guidance that apply to the specific FTA Recipient, its Third Party Participants, or any Project and related activities encompassed in the Award, the accompanying Underlying Agreement, and any Amendments thereto.
- f. Each provision of this Master Agreement must be interpreted in context with all other provisions of this Master Agreement and the Underlying Agreement. If a single provision is read apart from the rest of this Master Agreement or the Underlying Agreement, that

provision might not convey the extent of the Recipient's responsibility to comply with the requirements of this Master Agreement and the Underlying Agreement.

- g. This Master Agreement does not have an Expiration Date. This Master Agreement continues to apply to the Recipient and its Underlying Agreement, until modified or superseded by a more recently enacted or issued applicable federal law, regulation, requirement, or guidance, or amendment to this Master Agreement or the Underlying Agreement.

Section 2. Definitions.

- a. List of Definitions. In addition to the definitions provided in 49 U.S.C. § 5302, as amended by the FAST Act, or in previous legislation if circumstances may require, the Recipient agrees that the following definitions apply:
 - (1) *Application* means the request for federal assistance submitted that is signed and dated by the Applicant or an official authorized to act on the behalf of the Applicant, and includes all explanatory, supporting, and supplementary documents filed with FTA by or on behalf of the Applicant, and has been reviewed by FTA staff and addresses FTA's comments and concerns. An application for federal assistance in the form of a Grant or Cooperative Agreement must be submitted in in FTA's electronic award management system.
 - (2) *Approval*, unless FTA determines otherwise in writing, means a written statement of an authorized federal official transmitted electronically or in typewritten hard copy expressly permitting the Recipient to take or omit an action in connection with its Underlying Agreement, and signed by a federal official authorized to permit the Recipient to take or omit an action that may not be taken or omitted without the Federal Government's permission. Approval does not mean permission to take or omit a similar action other than the specific action for which approval was given and does not include an oral permission or interpretation, which has no legal force, authority, or effect. For purposes of this Master Agreement, the definition of "approval" also applies to "concurrence" and "waiver."
 - (3) *Associated Transit Improvement* means, with respect to a Project or an area to be served by a Project that is designed to enhance public transportation service or use and that is physically or functionally related to transit facilities.
 - (4) *Award* means the Scope of Work that FTA has approved when FTA agreed to provide federal assistance. The Award also includes the requirements of all documents, terms, and conditions incorporated by reference and made part of the Underlying Agreement, which may be a Grant or Cooperative Agreement.
 - (5) *Award Budget [formerly, Approved Project Budget]* means the budget for all the Projects encompassed by the FTA Award. In contrast, Project Budget means the budget allocated for a single Project contained within an Award that FTA or a pass-through entity approves during the federal award process or in subsequent amendments to the

FTA Award. It may include the federal and non-federal share or only the federal share, as determined by FTA or the pass-through entity. For legal and other purposes, FTA reserves the right to consider information other than that displayed electronically or on paper in the “Award Budget” to determine the scope of the Award, eligible Project activities, and other terms used in connection with the Award.

- (6) *Common Rules* means any one or more of the following:
 - (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 C.F.R. part 1201, which incorporates by reference U.S. Office of Management and Budget (OMB) regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 C.F.R. part 200,
 - (b) U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” former 49 C.F.R. part 18, and
 - (c) U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations,” former 49 C.F.R. part 19.
- (7) *Concurrence* has the same meaning as the definition of Approval in this section of this Master Agreement.
- (8) *Cooperative Agreement* means an instrument that the Federal Government uses to award federal assistance to the Recipient to support each specific Project and related activities described in the Underlying Agreement in which, consistent with 31 U.S.C. § 6305, the Federal Government takes an active role and retains substantial control. An FTA Cooperative Agreement consists of three parts:
 - (a) The FTA Award, consisting of the amount of federal assistance FTA is providing to support each specific Project and related activities, and a description of each Project, as set forth in the Application submitted to FTA in FTA’s electronic award management system;
 - (b) The Terms and Conditions incorporated by reference and made part of the Cooperative Agreement, consisting of the following documents, irrespective of whether electronic or in typewritten hard copy,
 - 1 The most recent “Federal Transit Administration Master Agreement, which applies to this Cooperative Agreement, <http://www.transit.dot.gov>,
 - 2 The current Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
 - 3 Any Award notification containing special conditions or requirements if issued, and
 - (c) The Execution of the Cooperative Agreement by the Recipient.
- (9) *Designated Recipient* means an entity designated, in accordance with the planning process under 49 U.S.C. §§ 5303 and 5304, by the governor of a state, responsible local officials, and publicly owned operators of public transportation, to receive and apportion amounts under 49 U.S.C. § 5336 to urbanized areas of 200,000 or more in

population; or a state or regional authority, if the authority is responsible under the laws of a state for a Capital Project and for financing and directly providing public transportation.

- (10) *Disability* has the same meaning as in section 3(1) of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12102.
- (11) *Federal Assistance* means a type of federal funding that the Recipient receives through the Underlying Agreement.
- (12) *Federal Award Identification Number* has the same meaning as “Project No.” in previous Grant Agreements and Cooperative Agreements with FTA.
- (13) *Federal Government* means the United States of America and any of its executive departments or agencies.
- (14) *Federal Guidance* includes any federal document or publication signed by an authorized federal official providing official instructions or advice about a federal program that is not defined as a “federal requirement” and applies to entities other than the Federal Government. Federal Guidance also may apply to the Federal Government, and may take the form of a:
 - (a) Federal directive,
 - (b) Federal circular,
 - (c) Federal order,
 - (d) Federal published policy,
 - (e) Federal administrative practice,
 - (f) Federal guideline,
 - (g) Federal guidance document,
 - (h) Letter signed by an authorized federal official, or
 - (i) Similar document.
- (15) *Federal Requirement* means:
 - (a) An applicable federal law, regulation, or executive order,
 - (b) An applicable provision of the Underlying Agreement, including any Special Condition, Requirement, Provision, or Condition of Award,
 - (c) This Master Agreement,
 - (d) A later Master Agreement after FTA and the Recipient have entered into the Underlying Agreement, or
 - (e) Another applicable federal mandate.
- (16) *Federal Transit Administration (FTA)* is an operating administration of the Department of Transportation (U.S. DOT). Any reference to the “Urban Mass Transportation Administration” (also referred to as “UMTA”) refers to the “Federal Transit Administration” or “FTA” when appearing in any records of the United States.
- (17) *Federal Transit Administrator* is the head of the Federal Transit Administration.

- (18) *Federally Recognized Indian Tribe* means an Indian tribe that is federally recognized by the Bureau of Indian Affairs of the U.S. Department of the Interior in accordance with the provisions of the Federally Recognized Indian Tribe List Act of 1994, as amended, 25 U.S.C. § 5130.
- (19) *Fiscal Year*, as used in this Master Agreement, means “federal fiscal year,” which begins on October 1 of each calendar year and ends on September 30 of the next calendar year.
- (20) *Governor* means the governor of a state, the mayor of the District of Columbia, or the chief executive officer of a territory of the United States and includes the designee thereof.
- (21) *Grant Agreement* means an instrument that the Federal Government uses to award federal assistance to the Recipient to support each specific Project and related activities described in the Underlying Agreement in which, consistent with 31 U.S.C. § 6304, the Federal Government does not take an active role and does not retain substantial control. An FTA Grant Agreement consists of three parts:
- (a) The FTA Award, consisting of the amount of federal assistance FTA is providing to support each specific Project and related activities, and a description of each Project, as set forth in the Application submitted to FTA in FTA’s electronic award management system;
 - (b) The Terms and Conditions incorporated by reference and made part of the Grant Agreement, consisting of the following documents, irrespective of whether electronic or in typewritten hard copy:
 - 1 The most recent “Federal Transit Administration Master Agreement, which applies to this Grant Agreement, <http://www.transit.dot.gov>,
 - 2 The current Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
 - 3 Any Award notification containing special conditions or requirements if issued, and
 - (c) The Execution of the Grant Agreement by the Recipient.
- (22) *Indian Tribe* means the Recipient or Subrecipient that receives “Tribal Transit Program” assistance authorized by 49 U.S.C. § 5311(c)(1) to support its Underlying Agreement.
- (23) *Internal Controls* means a process, implemented by a Recipient or Subrecipient, designed to provide reasonable assurance regarding the achievement of objectives in the following categories: (a) effectiveness and efficiency of operations, (b) reliability of reporting for internal and external use, and (c) compliance with applicable laws, regulations, and requirements.

- (24) *Local Government Authority* includes: (a) a political subdivision of a state; (b) an authority of at least one state or political subdivision of a state; (c) an Indian tribe; and (d) a public corporation, board, or commission established under the laws of a state.
- (25) *Low-Income Individual*, for purposes of 49 U.S.C. § 5311(j)(1)(A)(iii), means an individual whose family income is at or below 100 percent of the poverty line, as that term is defined in section 673(2) of the Community Services Block Grant Act, 42 U.S.C. § 9902(2), including any revision required under that section, for a family of the size involved.
- (26) *Master Credit Agreement* means a Loan, Loan Guarantee, or Line of Credit made available to a Recipient under the Transportation Infrastructure Finance and Innovation Act (TIFIA) of 1998, as amended, 23 U.S.C. §§ 601 – 609, the type of Underlying Agreement used for a TIFIA loan, loan, or loan guarantee.
- (27) *Non-Federal Funds or Non-Federal Share* includes the following sources of funding or in-kind property or services used to match the federal assistance awarded for the Grant or Cooperative Agreement:
- (a) Local funds,
 - (b) Local in-kind property or services,
 - (c) State funds,
 - (d) State in-kind property or services,
 - (e) Other federal funds for which the federal statute authorizing a program specifically provides that federal funds made available for that program can be applied to the cost sharing requirements of other federal programs.
- (28) *Non-Tribal Service Provider*, for purposes of 49 U.S.C. § 5311(j)(2), means a non-tribal provider of public transportation that connects residents of tribal lands with surrounding communities, improves access to employment or healthcare, or otherwise addresses the mobility needs of tribal members.
- (29) *Project* means the public transportation improvement activities eligible for federal assistance in an application to FTA and/or in an FTA Award.
- (30) *Public Transportation*, has the same meaning as “transit” or “mass transportation,” and, consistent with the definition at 49 U.S.C. § 5302, means regular, continuing shared-ride surface transportation services that are open to the general public, or open to a segment of the general public defined by age, disability, or low income, but does not include:
- (a) Intercity passenger rail transportation provided by Amtrak or a successor thereof as described in 49 U.S.C. chapter 243,
 - (b) Intercity bus service,
 - (c) Charter service,
 - (d) School bus service.
 - (e) Sightseeing service,
 - (f) Courtesy shuttle service for patrons of one or more specific establishments, or

- (g) Intra-terminal or intra-facility shuttle services.
- (31) *Recipient or Direct Recipient* means a non-federal entity that receives a federal award directly from a federal awarding agency to carry out an activity under a federal program. The term “Recipient” does not include a Subrecipient.
- (32) *Scope of Work* means the purpose of the Grant Agreement or Cooperative Agreement and the activities and approaches required to carry out a Project. The scope of work consists of various components, including the Award Budget, beneficiaries, locations, and other aspects identified in the approved application. FTA reserves the right to consider other information in determining the scope of the Project or the “scope of work of a Grant Agreement or Cooperative Agreement” when “scope” is used for other purposes. See the latest edition of the FTA Master Agreement.
- (33) *Split Letter* (sometimes referred to as a suballocation letter or government subapportionment letter) means a letter in which a Designated Recipient of Urbanized Area Formula Grant Program funding authorized by 49 U.S.C. § 5307, agrees to a reassignment or reallocation of that federal assistance to one or more direct Recipients.
- (34) *Subagreement or Subgrant* means an agreement through which the Recipient awards federal assistance to its Subrecipient(s) to support or stimulate any of the Recipient’s or Subrecipient’s Projects or related activities supported under the Award, the accompanying Underlying Agreement, or Amendments thereto, but does not include a third party contract, third party subcontract, or lease.
- (35) *Subrecipient or Subgrantee* means any entity or person that receives federal assistance provided by an FTA Recipient instead of FTA directly, but does not include a Third Party Contractor, Third Party Subcontractor, or Lessee.
- (36) *Third Party Agreement* includes agreements or arrangements supported in whole or in part with federal assistance awarded to a Recipient by FTA, including a subagreement with a subrecipient, a third party contract, a third party subcontract, a lease, or similar arrangement or agreement as FTA may recognize.
- (37) *Third Party Contract* means a legal instrument by which a Recipient or Subrecipient purchases property or services needed to carry out the Grant Agreement or Cooperative Agreement. This does not include an instrument describing a transaction that meets the definition of a federal Award, Grant, Cooperative Agreement, Subaward, or Subagreement.
- (38) *Third Party Participant* means each participant in the Recipient’s Project, except for FTA and the Recipient, whose work under the Project is supported with FTA funding, eligible non-federal share dedicated to the Project, or is dedicated as an in-kind contribution eligible for non-federal share. A Third Party Participant may be a Subrecipient, Third Party Contractor, Third Party Subcontractor, Lessee, or Similar

Participant in the Recipient's Project (for example, a partner in a joint development venture).

- (39) *Third Party Subcontract* means a subcontract entered into by the Third Party Contractor with a Third Party Subcontractor, or a Third Party Subcontractor with another Third Party Subcontractor at any tier, and is supported in whole or in part with the federal assistance originally derived from FTA, or non-federal share dedicated to the Recipient's Underlying Agreement.
- (40) *Underlying Agreement* means a specific Grant Agreement, Cooperative Agreement, Other Agreement, or Master Credit Agreement, including any amendments thereto, supported with federal assistance appropriated or made available under the TIFIA program.
- (41) *Unique Entity Identifier* has two meanings:
 - (a) A Recipient's or a Subrecipient's unique entity identifier for purposes of the "System of Award Management" (SAM), which currently is the DUNS Number, but,
 - (b) For FTA purposes, FTA assigns a separate Recipient/Vendor ID as a "unique entity identifier," which is a four digit number and is displayed on the Grant Agreement and the Cooperative Agreement following the heading "Recipient ID."
- (42) *Waiver* has the same meaning as the definition of *Approval* in this section of this Master Agreement.

- b. Application of Definitions. The Recipient also agrees that the definitions in section 2.a above apply throughout this Master Agreement.

Section 3. Implementation.

- a. Effective Date. The Effective Date of Recipient's Underlying Agreement is the date when the authorized FTA official signs the Underlying Agreement.
- b. Description of Each Project. The "Description of Each Project" in the "FTA Award" section of the Recipient's Underlying Agreement often provides only a brief description of each Project and related activities to be undertaken by the Recipient; therefore, the Recipient agrees to perform the work described in the terms of its Underlying Agreement, including all the documents and information incorporated by reference and made part of that Underlying Agreement.
- c. Prompt Implementation. After receiving notice that the FTA official signed the Underlying Agreement, the Recipient agrees to undertake promptly each Project and related activities described in the Underlying Agreement.
- d. Completion Dates. The Recipient agrees to complete each Project within the time periods specified in the Underlying Agreement. Unless FTA determines otherwise in writing, the

milestone dates and other completion dates applicable to the Award are good faith estimates and are not intended to be firm contractual requirements. However, FTA and the Recipient agree that milestone dates and other completion dates for Full Funding Grant Agreements, Small Starts Grant Agreements or other specific agreements in which FTA expressly states that the milestone dates or other completion dates for the Underlying Agreement are firm dates that may be enforced.

- e. The Recipient's Capacity. To carry out its Underlying Agreement, the Recipient agrees to maintain:
 - (1) Sufficient legal, financial, technical, and managerial capacity, and adequate functional capacity to:
 - (a) Plan, manage, and complete its responsibilities outlined in the Underlying Agreement,
 - (b) Use the Project property,
 - (c) Carry out the safety and security aspects of the Underlying Agreement,
 - (d) Comply with the terms and conditions of the Underlying Agreement, the Recipient's annual Certifications and Assurances to FTA, and applicable federal laws, regulations, and requirements, and
 - (e) Follow applicable federal guidance, except as the Federal Government determines otherwise in writing.
 - (2) Strong internal controls to assure that it is managing its Award in compliance with federal laws, regulations, requirements, and the terms and conditions of the Underlying Agreement including, but not limited to:
 - (a) Amendments or revisions to its Award Budget,
 - (b) Salaries and wages of the Recipient and Subrecipient personnel,
 - (c) Protection of personally identifiable information and other sensitive information, and
 - (d) Other matters that must be in compliance with federal laws, regulations, requirements, and the terms and conditions of the Underlying Agreement.
- f. U.S. DOT Administrative Requirements. The Recipient agrees to comply with the following U.S. DOT requirements (Common Rules) to the extent applicable:
 - (1) Requirements Applicable On or After December 26, 2014: The following requirements apply to the Award, the accompanying Underlying Agreement, and any Amendments thereto signed by an authorized FTA official on or after December 26, 2014 as follows:
 - (a) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. part 200, and which applies to an Award, the accompanying Underlying Agreement, and any Amendments to any Underlying Agreement with a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization, and
 - (b) Except as FTA determines otherwise in writing, U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. part 1201, and Subparts A through E of U.S. OMB

regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 C.F.R. part 200, apply to a private for-profit entity; notably, the Cost Principles of subpart 31.2 of the Federal Acquisition Regulation, which permits the payment of profits or fees for work under procurement contracts, generally will not apply to private for-profit entities.

- (2) Requirements Applicable Before December 26, 2014. The following requirements apply to the Award, the accompanying Underlying Agreement, and any Amendments thereto signed by an authorized FTA official before December 26, 2014 as follows:
- (a) For a state, local government, or Indian tribal government, U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” former 49 C.F.R. part 18,
 - (b) For an institution of higher education or a nonprofit organization, U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations,” former 49 C.F.R. part 19, or
 - (c) For a private for-profit organization, U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations,” former 49 C.F.R. part 19.

- g. Application of Federal, State, and Local Laws, Regulations, Requirements, and Guidance. The Recipient agrees to comply with all applicable federal requirements and federal guidance. All standards or limits are minimum requirements when those standards or limits are included in the Recipient’s Underlying Agreement, or this Master Agreement. At the time the FTA Authorized Official awards federal assistance to the Recipient in support of the Underlying Agreement, the federal requirements and guidance that apply then may be modified from time to time, and will apply to the Recipient or the accompanying Underlying Agreement.

- h. The Recipient’s Responsibility to Comply with Federal Requirements. Irrespective of involvement by any other entity in the Underlying Agreement:

- (1) General. The Recipient agrees that it must comply with all federal requirements that apply to itself and the Underlying Agreement.
- (2) Primary Responsibility for Compliance.
 - (a) The Recipient, as the Direct Recipient of federal assistance, agrees that it is ultimately responsible for full compliance with federal requirements related to itself, its Award, the accompanying Underlying Agreement, and any Amendments thereto, even though:
 - 1 A Third Party Participant provides property or services to support a Project or related activities implementing the Award, the accompanying Underlying Agreement, any Amendments thereto, or
 - 2 Another entity or person is involved with the Award, the accompanying Underlying Agreement, or any Amendments thereto.
 - (b) FTA and the Recipient agree that if FTA makes an Award to a Recipient other than the Designated Recipient as defined under 49 U.S.C. § 5302, the Designated Recipient is not a party to the Award or the Underlying Agreement and is not

responsible for compliance with federal requirements related to the Underlying Agreement. However, if FTA makes an Award to a Designated Recipient, then that Designated Recipient is responsible for compliance with federal requirements related to its Underlying Agreement. FTA and the Recipient further agree to the terms of the Designated Recipient's Split Letter, Suballocation Letter, or Government Subapportionment Letter attached in FTA's Transit Award Management System (TrAMS), including the amounts allocated by the Designated Recipient to each Direct Recipient, and the commitment to comply with the associated transit improvement requirement as stated in that letter.

- (c) Apart from other oversight and reviews FTA may conduct, the Recipient agrees that FTA is expressly authorized to conduct oversight of the Recipient's and its Subrecipients' compliance with federal requirements for safety and security, procurement (including Buy America requirements), management, and finance.

i. The Recipient's Responsibility to Extend Federal Requirements to Third Party Participants.

In certain circumstances, the Recipient's compliance with specific federal requirements depends on compliance by its Third Party Participant(s) with those federal requirements, and therefore:

- (1) General. The Recipient agrees to ensure that its Third Party Participant(s) will comply with applicable federal requirements, and follow applicable federal guidance.
- (2) The Recipient as a "Pass-Through" Entity. If the Recipient is providing a subaward to a Subrecipient to carry out all or part of its Award, the Recipient agrees to obtain the agreement of each Subrecipient to comply with U.S. DOT's administrative requirements, as set forth above.
- (3) Performance of the Recipient's Responsibilities. If a Third Party Participant is expected to fulfill any responsibilities typically performed by the Recipient, the Recipient agrees to ensure that the Third Party Participant will carry out the Recipient's responsibilities in compliance with federal requirements, and provide enough information to each Third Party Participant so that it understands that it will be expected to follow federal guidance.
- (4) Risk. As provided in 2 C.F.R. part 1201, which incorporates by reference 2 C.F.R. part 200, the Recipient agrees to evaluate the risk involved before awarding a subagreement to any entity.
- (5) Third Party Agreements. To comply with federal requirements, the Recipient agrees to enter into a written Third Party Agreement with each Third Party Participant in its Underlying Agreement and must include all appropriate provisions stating the Third Party Participant's responsibilities to assure the Recipient's capability to comply with applicable federal requirements and guidance and specifying the responsibilities that the Third Party Participant will fulfill on the Recipient's behalf.
- (6) Notice to Third Party Participants. The Recipient agrees to include notice in each Third Party Agreement that:
 - (a) Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement, and

- (b) Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.
- j. Changed Circumstances. The Recipient agrees that changed circumstances may occur that may impact the Recipient's ability to comply with the terms and conditions of the Underlying Agreement.
 - (1) Types of Changes. Certain circumstances can cause significant changes in performance of a Project or related activities or adversely affect the Recipient's ability to carry out its Underlying Agreement, such as a:
 - (a) Change in federal requirements or guidance,
 - (b) Change in state, territorial, local, or tribal requirements,
 - (c) Change in the Recipient's circumstances, including:
 - 1 Its legal, financial, technical, or managerial capacity,
 - 2 Its continuing control of Project property, or
 - 3 Another similar situation, and
 - (d) Any current or prospective legal matter with potentially serious consequences, including a major dispute, default, breach, or litigation, or credible evidence that the Recipient's principal, official, employee, agent, or a Third Party Participant, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 *et seq.*, or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance; suspension, debarment, or other similar administrative or enforcement action against the Recipient or any Third Party Participant; or any matter or situation, including any other change or legal action that may adversely affect the Federal Government's interest in a Project or related activities.
 - (2) Notice. In the circumstances described above, the Recipient agrees to provide immediate written notice to the:
 - (a) FTA Regional Counsel for the Region in which the Recipient operates public transportation or implements the Underlying Agreement,
 - (b) FTA Headquarters Manager that administers the Underlying Agreement, or
 - (c) FTA Chief Counsel.
- k. Conflict Between Federal Requirements and State, Territorial, Local, or Tribal Requirements. FTA and the Recipient understand that a federal requirement may conflict with a state, territorial, local, or tribal requirement, and agree that the Recipient must comply with each applicable federal requirement that pre-empts the conflicting state, territorial, local, or tribal requirement.
 - (1) Compliance with State, Territorial, Local or Tribal Requirements. Unless otherwise pre-empted by a federal requirement, FTA and the Recipient agree that:
 - (a) FTA expects the Recipient to comply with applicable state, territorial, local, and tribal requirements, and
 - (b) FTA does not require the Recipient to take any action involving the Underlying Agreement that would violate a state, territorial, local, or tribal requirement that is in conflict with a federal requirement.
 - (2) When a Conflict Arises. When a federal requirement conflicts with a state, territorial, local, or tribal requirement:

- (a) The Recipient must notify FTA immediately in writing if compliance with the federal requirement would violate a state, territorial, local, or tribal requirement, or require the Recipient to violate a state, territorial, local, or tribal requirement.
 - (b) The Recipient must make appropriate arrangements with FTA to proceed with its responsibilities as set forth in the Underlying Agreement, or terminate the Underlying Agreement expeditiously, if necessary.
- l. No Federal Government Commitment or Liability to Third Parties. Except as the Federal Government expressly consents in writing, the Recipient agrees that:
 - (1) The Federal Government does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third Party Participant at any tier, or to any other person or entity that is not a party (FTA or the Recipient) to the Underlying Agreement, and
 - (2) Notwithstanding that the Federal Government may have concurred in or approved any Solicitation or Third Party Agreement at any tier that may affect the Underlying Agreement, the Federal Government does not and shall not have any commitment or liability to any Third Party Participant or other entity or person that is not a party (FTA or the Recipient) to the Underlying Agreement.

Section 4. Ethics.

- a. Standards of Conduct. At a minimum, the Recipient agrees to, and assures that its Subrecipients will, establish and maintain written Standards of Conduct covering conflicts of interest that:
 - (1) Apply to the following individuals who have a present or potential financial interest, or other significant interest, such as a present or potential employment interest in the selection, award, or administration of a third party contract or subcontract:
 - (a) The Recipient or its Subrecipients' officers, employees, board members, or agents engaged in the selection, award, or administration of any third party agreement,
 - (b) The immediate family members or partners of those listed above in section 4.a(1)(a) of this Master Agreement, and
 - (c) An entity or organization that employs or is about to employ any person that has a relationship with the Recipient or its Subrecipient listed above in sections 4.a(1)(a) and (b) of this Master Agreement;
 - (2) Prohibit those individuals listed above in section 4.a(1) from:
 - (a) Engaging in any activities involving the Recipient or any of its Subrecipients' present or potential Third Party Participants at any tier, including selection, award, or administration of a third party agreement in which the individual has a present or potential financial or other significant interest, and
 - (b) Accepting a gratuity, favor, or anything of monetary value from a present or potential Third Party Participant in the Recipient's Underlying Agreement, unless the gift is unsolicited and has an insubstantial financial or nominal intrinsic value; and
 - (3) Establish penalties, sanctions, or other disciplinary actions for violations, as permitted by state or local law or regulations, that apply to those individuals listed above in section 4.a(1) and the Recipient or Subrecipient's Third Party Participants.

- b. Debarment and Suspension. The Recipient agrees to the following:
- (1) It will comply with the following requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200.
 - (2) It will not enter into any arrangement to participate in the development or implementation of the Underlying Agreement with any Third Party Participant that is debarred or suspended except as authorized by:
 - (a) U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200,
 - (b) U.S. OMB regulatory guidance, “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180, including any amendments thereto,
 - (c) Executive Orders No. 12549, “Uniform Suspension, Debarment or Exclusion of Participants from Procurement or Nonprocurement Activity,” October 13, 1994, 31 U.S.C. § 6101 note, as amended by Executive Order No. 12689, “Debarment and Suspension,” August 16, 1989, 31 U.S.C. § 6101 note, and
 - (d) Other applicable federal laws, regulations, or guidance regarding participation with debarred or suspended Recipients or Third Party Participants.
 - (3) It will review the U.S. GSA “System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs,” <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200.
 - (4) It will include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:
 - (a) Complies with federal debarment and suspension requirements, and
 - (b) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200.
 - (5) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the:
 - (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Underlying Agreement,
 - (b) FTA Headquarters Manager that administers the Grant or Cooperative Agreement, or
 - (c) FTA Chief Counsel.
- c. Bonus or Commission. The Recipient affirms that it has not paid, and agrees that it will not pay, any bonus or commission to obtain federal assistance for any Project or related activities supported under the Underlying Agreement.
- d. Lobbying Restrictions. The Recipient agrees that neither it nor any Third Party Participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, according to the following:
- (1) Laws, Regulations, Requirements, and Guidance. This includes:
 - (a) The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended,

- (b) U.S. DOT regulations, “New Restrictions on Lobbying,” 49 C.F.R. part 20, to the extent consistent with 31 U.S.C. § 1352, as amended, and
 - (c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and
 - (2) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Recipient’s or Subrecipient’s proper official channels.
- e. Political Activity. The Recipient agrees to comply with:
- (1) The Hatch Act, 5 U.S.C. chapter 15, which limits the political activities of state and local government agencies supported in whole or in part with federal assistance, including the political activities of state and local government officers and employees whose principal governmental employment activities are supported in whole or in part with federal assistance,
 - (2) U.S. Office of Personnel Management regulations, “Political Activity of State or Local Officers or Employees,” 5 C.F.R. part 151, and
 - (3) 49 U.S.C. § 5323(l)(2) and 23 U.S.C. § 142(g), which limits the applicability of the Hatch Act, as follows:
 - (a) The Hatch Act does not apply to nonsupervisory employees of a public transportation system, or any other agency or entity performing related functions, based upon the Award of federal assistance under 49 U.S.C. chapter 53 or 23 U.S.C. § 142(a)(2), but
 - (b) Notwithstanding the preceding section 4.g(3)(a) of this Master Agreement, the Hatch Act does apply to a nonsupervisory employee if imposed for a reason other than the Award of federal assistance to its employer under 49 U.S.C. chapter 53 or 23 U.S.C. § 142(a)(2).
- f. False or Fraudulent Statements or Claims.
- (1) Civil Fraud. The Recipient acknowledges and agrees that:
 - (a) Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.*, and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. part 31.
 - (b) By executing the Underlying Agreement, the Recipient certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Recipient provides to the Federal Government.
 - (c) The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Recipient presents, submits, or makes available any false, fictitious, or fraudulent information.
 - (2) Criminal Fraud. The Recipient acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Recipient provides a false, fictitious, or fraudulent claim, statement, submission, certification,

assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

g. Trafficking in Persons.

- (1) Legal Authorities. The Recipient agrees to comply and assures the compliance of each Subrecipient, with federal requirements and guidance, including:
 - (a) Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g), and
 - (b) The terms of this section 4.g, which have been derived from U.S. OMB regulatory guidance, “Award Term for Trafficking in Persons,” 2 C.F.R. part 175, per U.S. OMB’s direction.
- (2) Definitions. The Recipient agrees that for purposes of this section 4.g:
 - (a) Employee means either: an individual who is employed by the Recipient or a Subrecipient, and is participating in a Project or related activities as set forth in the Underlying Agreement, or another person who is participating in a Project or related activities as set forth in the Underlying Agreement and is not compensated by the Recipient, including, but not limited to, a volunteer, or an individual whose services are contributed by the Recipient or Third Party Participant as an in-kind contribution toward the cost sharing requirements of the Recipient’s Underlying Agreement.
 - (b) Forced labor means labor obtained by recruitment, harboring, transportation, provision, or other means of obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - (c) Private entity means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25, and includes a for-profit organization, or a nonprofit organization, including any nonprofit organization of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 C.F.R. § 175.25(b).
 - (d) Severe forms of trafficking in persons has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.
 - (e) Commercial sex act has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.
 - (f) Coercion has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.
- (3) Provisions Applicable to All Recipients. The Recipient agrees to, and assures that its Subrecipients will:
 - (a) Provide Information. Inform FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in section 4.g(4) of this Master Agreement, and
 - (b) Subagreement Provision. Include the following provision in any subagreement it enters into with a private entity as defined above in section 4.g(2)(c) of this Master Agreement:

_____ agrees that it and its employees that participate in the Recipient’s Award, may not:

1. *Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect,*
 2. *Procure a commercial sex act during the period of time that the Recipient's Award is in effect, or*
 3. *Use forced labor in the performance of the Recipient's Award or subagreements thereunder.*
- (4) Provisions Applicable to a Private Entity Recipient. If the Recipient is a private entity, it agrees that:
- (a) Prohibitions. It, its employees, its Subrecipients, and its Subrecipients' employees that participate in the Underlying Agreement will not:
 - 1 Engage in severe forms of trafficking in persons during the period of time that the Recipient's Underlying Agreement is in effect,
 - 2 Procure a commercial sex act during the period of time that the Recipient's Underlying Agreement is in effect, or
 - 3 Use forced labor in the performance of the Recipient's Underlying Agreement or subagreements.
 - (b) Termination of Federal Assistance. Section 106(g) of the TVPA, as amended, 22 U.S.C. § 7104(g), and U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 C.F.R. part 175, provide FTA the right to unilaterally terminate the Underlying Agreement for a violation of that Act without penalty to the Federal Government, if FTA determines that the private entity Recipient or its Subrecipient:
 - 1 Has violated a prohibition described above in section 4.g(4)(a) of this Master Agreement, or
 - 2 Has an employee whose conduct is determined to have violated a prohibition described above in section 4.g(4)(a) of this Master Agreement because that employee's conduct is either:
 - a Associated with performance of the Recipient's Underlying Agreement, or
 - b Imputed to the Recipient or Subrecipient using the standards of due process for conduct of an individual to an organization provided in:
 - (i) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, or
 - (ii) U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180.
- (5) Provisions Applicable to a Recipient That is Not a Private Entity. A Recipient that is not a private entity agrees that section 106(g) of the TVPA, as amended, 22 U.S.C. § 7104(g), and U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 C.F.R. part 175, provides FTA the right to unilaterally terminate the Underlying Agreement, without penalty to the Federal Government, for a violation of that Act if FTA determines that:
- (a) A private entity that is the Subrecipient of the Recipient is determined to have engaged in severe forms of trafficking in persons during the period of time that the Recipient's Underlying Agreement is in effect; procured a commercial sex act during the period of time that the Recipient's Underlying Agreement is in effect;

- or used forced labor in the performance of the Recipient's Underlying Agreement or subagreements thereunder, or
- (b) An employee of a private entity that is the Subrecipient has engaged in severe forms of trafficking in persons during the period of time that the Recipient's Underlying Agreement is in effect; procured a commercial sex act during the period of time that the Recipient's Underlying Agreement is in effect; or used forced labor in the performance of the Recipient's Underlying Agreement or subagreements thereunder, and whose conduct described above is associated with performance in the Recipient's Underlying Agreement; or is imputed to the Subrecipient using the standards for due process to impute the conduct of an individual to an organization provided in U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200.
- (6) Remedies Other Than Termination of Federal Assistance. The Recipient agrees that FTA's right to terminate federal assistance as provided in the TVPA and in sections 4.g(4)(b) and 4.g(5) are in addition to all other remedies for noncompliance available to the Federal Government under this Master Agreement.

Section 5. Federal Assistance.

- a. Total Federal Assistance Awarded and Obligated. The Recipient agrees that FTA's responsibility to provide federal assistance for its Underlying Agreement is up to the amount shown in the Underlying Agreement, as modified by any Amendments thereto, which is equal to the smallest of: (1) the maximum amount permitted by federal law or regulation, or (2) the "Total FTA Amount Awarded and Obligated," as stated in the Underlying Agreement. FTA's responsibility to provide federal assistance is limited to the amounts listed in the most recent Award Budget identified in the Underlying Agreement and may not exceed the federal share of the actual eligible expenses incurred for participation in the Award.
- b. Basis of Federal Assistance. The Recipient agrees that the "Total FTA Amount Awarded and Obligated" stated in the Underlying Agreement and modified by any Amendments thereto forms the basis on which FTA determines the "Total FTA Amount Awarded and Obligated."
 - (1) "Net Project Cost." The Recipient agrees that if federal law or regulation requires an Underlying Agreement to be financed on the basis of its "Net Project Cost," as defined in 49 U.S.C. § 5302:
 - (a) FTA will provide federal assistance for a percentage of the portion of the "Total Award Budget" that the Recipient cannot reasonably finance from its revenues, which is the "Net Project Cost,"
 - (b) FTA will use the amount of the "Total Award Budget" stated on the Underlying Agreement to calculate the "Total FTA Amount Awarded and Obligated," and
 - (c) In TrAMS, the amount stated as the "Total Award Budget" on the Underlying Agreement is actually the "Net Project Cost," as defined in 49 U.S.C. § 5302.

- (2) Other Basis for FTA Participation. The Recipient agrees that if federal law or FTA permits an Underlying Agreement to be financed on a basis other than its “Net Project Cost,” as defined in 49 U.S.C. § 5302, or under previous authorizing legislation:
 - (a) FTA will provide federal assistance for all or part of the cost of the Underlying Agreement that is eligible for federal assistance,
 - (b) In some instances, FTA has discretion to determine the amount of federal assistance to provide for each specific Project or related activities, and
 - (c) FTA will use the amount stated in the Underlying Agreement as the “Total Award Budget” to calculate the “Total FTA Amount Awarded and Obligated.”
- c. Award Budget. The Recipient agrees that it will prepare an Award Budget that, after FTA has provided its approval, will be incorporated by reference and made part of the Underlying Agreement.
 - (1) Restrictions. The Recipient agrees that it will not incur costs eligible for FTA participation under the Award or withdraw federal assistance for eligible costs incurred unless those costs are consistent with the Award Budget.
 - (2) Amendments to the Award Budget. To the extent specified in applicable FTA program management guidance, the Recipient agrees that it must obtain prior FTA approval in writing before amending its Award Budget or transferring federal assistance for the Award if the transfer is not expressly authorized by federal law, regulation, or guidance. An Award of additional federal assistance will require an amended Award Budget.
 - (3) Revisions to the Award Budget. To the extent specified in applicable FTA program management guidance, the Recipient may revise the Award Budget without prior FTA written approval. The Recipient agrees that all other Award Budget revisions will require prior FTA approval in writing.
 - (4) Unexpended Federal Assistance. The Recipient agrees to inform FTA promptly if it believes it will have unexpended federal assistance after the period of performance for the Award ends.

Section 6. Non-Federal Share.

- a. Amount. The Recipient agrees to provide the amount of non-federal share specified in the Underlying Agreement. Except to the extent that FTA has provided its written consent permitting the Recipient to defer payment of the non-federal share required by the Underlying Agreement, the Recipient agrees to provide its proportionate amount of the non-federal share no later than the time it draws down the federal share to pay the eligible costs.
- b. Duty to Obtain. The Recipient agrees to complete all proceedings necessary to provide the non-federal share and to notify FTA of any changed circumstances adversely affecting its ability to pay the non-federal share, including a description of the actions it has taken or will take to ensure adequate resources to provide the non-federal share, and a re-affirmation of its commitment to provide the non-federal share.
- c. Permissible Sources. The Recipient agrees that the following are permissible sources of the non-federal share for the Award:
 - (1) Undistributed cash surpluses,

- (2) A replacement or depreciation cash fund or reserve, and
 - (3) New capital.
- d. Restricted Sources. Because sources of non-federal share differ among FTA's public transportation assistance programs, FTA will specify in an FTA circular or otherwise whether the following sources may be used as the non-federal share for a specific Award under that program:
- (1) Program income generated by a Project or related activities supported by a prior Grant or Cooperative Agreement, which is a form of undistributed cash surplus,
 - (2) Advertising revenues,
 - (3) Concession revenues,
 - (4) Revenues from a service agreement from a state or local social service agency or a private social service organization,
 - (5) Third party in-kind contributions,
 - (6) Proceeds from the issuance of revenue bonds pursuant 49 U.S.C. § 5323(e),
 - (7) Transportation development credits (formerly toll revenue credits) pursuant to 49 U.S.C. § 120(i),
 - (8) Revenue from Value Capture pursuant to 49 U.S.C. § 5323(s),
 - (9) Federal assistance made available for the Federal Lands Highway Program authorized under 23 U.S.C. § 204, or
 - (10) Federal assistance derived from other federal laws that permit their funds to be used as the non-federal share.
- e. Prohibited Sources. Except as permitted by federal laws, regulations, requirements, or guidance, or approved in writing by FTA, the Recipient agrees that it will not provide any non-federal share for the Underlying Agreement derived from:
- (1) Farebox revenues from providing public transportation services using facilities and equipment acquired with federal assistance for the Award,
 - (2) Program income derived from the use of facilities or equipment acquired with federal assistance for the Award, except if expressly permitted by federal laws, regulations, requirements, or FTA guidance, or
 - (3) Other federal funds not authorized for use as non-federal share by federal law, regulation, or guidance.
- f. Reductions or Refunds.
- (1) Reductions. The Recipient agrees that if it reduces the non-federal share of eligible costs required for the Award, then, at the same time, it must reduce the proportionate amount of federal assistance for the Award.
 - (2) Refunds. The Recipient agrees that if it accepts a refund of the non-federal share of eligible costs provided through the Underlying Agreement, then, at the same time, it must provide the Federal Government an amount of that refund proportionate to the federal contribution.

Section 7. Payments to the Recipient.

- a. Conditions for Accessing Federal Assistance. In order to seek or obtain federal assistance for the costs of implementing the Award, the Recipient agrees that:
- (1) It must execute the Underlying Agreement and any Amendments thereto,
 - (2) It must receive and file a properly signed document seeking payment for the expense, such as a voucher or other appropriate record, and a properly detailed description of the relationship of the expense to the Award,
 - (3) It must identify all sources of federal assistance from which the payment is derived,
 - (4) It must provide FTA with all financial and progress reports required to date, and
 - (5) If the Recipient must provide a non-federal share, unless FTA has stated otherwise in writing that the Recipient may defer the non-federal share:
 - (a) The Recipient will not request or obtain more federal assistance than justified by the eligible non-federal share it has provided,
 - (b) The Recipient will not cause the proportion of federal assistance available for the Award at any time to exceed the percentage of federal assistance authorized and documented in the Underlying Agreement, and
 - (c) When combined with federal payments, the Recipient will be able to demonstrate that the non-federal share will be adequate to cover all eligible costs incurred in support of the Award.
- b. Eligible Costs. Except as the Federal Government determines otherwise in writing, the Recipient agrees, and will obtain the agreement of each Subrecipient, to seek and obtain federal assistance only for the eligible costs of the Award that are:
- (1) Consistent with the Description of Each Project, the Award Budget, this Master Agreement, and the Underlying Agreement and any Amendments thereto,
 - (2) Necessary to carry out the Award,
 - (3) Reasonable for the property or services acquired for use in the Project,
 - (4) The actual net costs, which consists of the price paid minus reductions of the costs incurred, such as any refunds, rebates, or other items of value, but excluding program income,
 - (5) Incurred for work performed after the Effective Date of the:
 - (a) Award,
 - (b) Pre-award authority that FTA has provided, or
 - (c) Letter of No Prejudice,
 - (6) Satisfactorily documented,
 - (7) Consistent with federally approved accounting principles and procedures, including requirements for indirect costs, consistent with the applicable U.S. DOT common rules, and
 - (8) Consistent with applicable U.S. DOT Common Rules and other applicable federal law, regulations, requirements, and guidance.
- c. Ineligible Costs. The Recipient agrees that, except as the Federal Government determines otherwise in writing, FTA will exclude ineligible costs incurred in connection with the Award or otherwise, such as:
- (1) A cost the Recipient has incurred before the Effective Date of the Award as documented in the Underlying Agreement or any Amendments thereto that is not accompanied by FTA's written approval, including, but not limited to, pre-award authority or a Letter of

- No Prejudice, and permitted by applicable federal law, regulation, guidance, or the Underlying Agreement or any Amendments thereto,
- (2) A cost not included in the most recent Award Budget,
 - (3) A cost for property or services received in connection with any third party agreement lacking any FTA approval or concurrence in writing that is required,
 - (4) An ordinary governmental or operating cost not applicable to the Award, as prohibited by 49 U.S.C. § 5323(h),
 - (5) A profit or fee for services provided by the Recipient or any of its Subrecipients in implementing the Award, or
 - (6) A cost that is ineligible for FTA participation as provided in applicable federal law, regulation, or guidance.
- d. Bond Interest and Other Financing Costs – Limited Eligibility. The Recipient agrees that bond interest and other financing costs are allowable costs to the extent permitted by applicable federal law, regulation, and guidance. FTA’s share of interest and financing costs that implement the Award will be limited to an amount that does not exceed the most favorable financing terms reasonably available at the time of borrowing, except as the Federal Government determines otherwise in writing,
- e. Payment Procedures Based on the Type of Federal Assistance Awarded. The Recipient agrees that:
- (1) All payments in connection with the Award will be made through electronic methods.
 - (2) Payment procedures for a Recipient differ based upon the type of federal assistance that is awarded.
 - (3) FTA determines which electronic system it will use to make payments to the Recipient as follows:
 - (a) For Grants and other types of federal assistance, FTA will use the Electronic Clearinghouse Operation Web System (ECHO-Web), Automated Clearing House (ACH) payment method, except as provided below in sections 7.e(3)(b) and (c) of this Master Agreement,
 - (b) For Cooperative Agreements, FTA will use the DELPHI eInvoicing System or DELPHI Mark View System if the Recipient is granted a waiver (see the following section 7.g of this Master Agreement for more information about payments for cooperative agreements and section 7.g of this Master Agreement for information about accessing and using the DELPHI eInvoicing System), and
 - (c) For Grants requiring more detailed review of supporting documentation before receiving federal assistance and as determined by the FTA Manager for the Underlying Agreement, FTA will use the DELPHI eInvoicing System (see the following section 7.g of this Master Agreement for more information about accessing and using the DELPHI eInvoicing System).
- f. Payment Procedures Using ECHO. The Recipient agrees that if payment is made through ECHO-Web using an ECHO Control Number, it will comply with the “ECHO Web User Manual For FTA and FAA,” July 2012, and it will withdraw federal assistance only to pay the eligible costs of implementing the Award.

- (1) Major Withdrawals. When a single withdrawal will exceed \$50,000,000, the Recipient agrees to notify the appropriate FTA Regional or Program Office at least three (3) days before the withdrawal is anticipated.
- (2) Immediate Use. The Recipient agrees that it will not withdraw federal assistance until actually needed for immediate payment of those expenses and will use that federal assistance to pay for expenses that implement the Award no later than three (3) days after receipt, except as the Federal Government permits otherwise in writing.
- (3) Limits. The Recipient agrees that it will not withdraw more than the sum of federal assistance the Federal Government has awarded or the current available balance for its Award, the accompanying Underlying Agreement, and any Amendments thereto, whichever is less.
- (4) Control. The Recipient agrees that it will provide for the control and accountability of all federal assistance for its Award, the accompanying Underlying Agreement, and any Amendments thereto.
- (5) Reporting. Unless FTA determines otherwise in writing, the Recipient agrees that it will report its cash payments and balances promptly.
- (6) Penalties. If the Recipient fails to comply with this section of this Master Agreement, it agrees that it may incur or be subjected to penalties, including, but not limited to, the following:
 - (a) Access to ECHO-Web. The Federal Government may revoke or suspend the Recipient's ECHO Control Number and access to the ECHO-Web if the Federal Government determines that:
 - 1 Fraud, waste, mismanagement, or abuse exists in the Recipient's use and application of federal assistance,
 - 2 The Recipient has failed to use federal assistance it withdrew to pay costs incurred that implement the Underlying Agreement within three (3) days of withdrawing that federal assistance,
 - 3 The Recipient has failed to return withdrawn but unspent federal assistance to the Federal Government within a reasonable time,
 - 4 The Recipient has failed to establish procedures to minimize the time between advances of federal assistance and payments of costs incurred that implement the Underlying Agreement,
 - 5 The Recipient has been awarded Federal assistance through a Cooperative Agreement with FTA and will use the eInvoicing or DELPHI Mark View System as its payment method instead of the ECHO-Web System (*see* sections 7.g.) or
 - 6 For Grants requiring a more detailed review of supporting documentation before receiving federal assistance, and as determined by the FTA Manager for the Award, the Recipient will use eInvoicing (*see* section 7.g).
 - (b) Interest. The Recipient agrees to pay interest to the Federal Government on any federal assistance withdrawn prematurely, irrespective of whether the federal assistance has been deposited in an interest-bearing account.
 - 1 A State or State Instrumentality. If the Recipient is a state or state instrumentality, it agrees to pay interest calculated as provided in section 5(b) of the Cash Management Improvement Act of 1990, as amended, 31 U.S.C. § 6503(b), and U.S. Department of Treasury (U.S. Treasury) regulations,

2 Other than a State or State Instrumentality. If the Recipient is not a state or state instrumentality, it agrees to pay prejudgment common law interest determined by the Federal Government, as authorized by joint U.S. Treasury and U.S. Department of Justice (joint U.S. Treasury and U.S. DOJ) regulations, “Standards for the Administrative Collection of Claims,” 31 C.F.R. § 901.9(i). The Federal Government may determine the amount of interest due, based on the amount of interest the Recipient demonstrates it earned on its premature withdrawals of federal assistance, the amount of interest based on the “Treasury tax and loan account” rate prescribed under 31 U.S.C. § 3717 for debts owed to the United States, or an amount of interest as the Federal Government otherwise determines.

- g. Payment Procedures for a Cooperative Agreement. A Recipient of federal assistance through a Cooperative Agreement must use the DELPHI eInvoicing System to obtain federal payments for costs incurred that implement the Underlying Agreement, unless a waiver is granted.

- (a) Access to the DELPHI eInvoicing System. To access the DELPHI eInvoicing System, the Recipient:

- 1 Must have internet access to register and submit payment requests through the DELPHI eInvoicing System,
- 2 Should contact its FTA Manager for the Underlying Agreement to obtain the required DELPHI User access form and approval,
- 3 Must complete the required forms that the FAA, Enterprise Service Center's (ESC) Help Desk uses to verify the Recipient's identity, and present it to a Notary Public for verification,
- 4 Return that form, completed and notarized, to:
DOT Enterprise Services Center
FAA Accounts Payable, AMZ-100
PO Box 25710
Oklahoma City, OK 73125,
and,
- 5 Should contact its FTA Manager for the Underlying Agreement with any changes to its system profile information.

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- (c) Additional Information. The U.S. DOT DELPHI eInvoicing System website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) displays additional information, including access forms and training materials a Recipient may need.
 - (d) Federal Responsibilities. When FTA so requests, the Federal Aviation Administration (FAA) will make payments to FTA Recipients electronically. On behalf of FTA, FAA/ESC must process payment requests to a Recipient of federal assistance documented in its Cooperative Agreement with FTA, and will deposit that federal assistance with the Recipient's financial institution (Note: FTA no longer issues paper checks).
- (2) Waiver Requests. On a case-by-case basis, U.S. DOT Financial Management officials may waive the requirement for a Recipient to register and use the DELPHI eInvoicing System.
- (a) The Recipient's Responsibilities. If the Recipient seeks a waiver from the requirement to use the DELPHI eInvoicing System:
 - 1 It must notify U.S. DOT and FTA by downloading the waiver request form, which can be obtained on the U.S. DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>), and notifying its FTA Manager for the Underlying Agreement that it has requested a waiver from using the DELPHI eInvoicing System,
 - 2 It must send its waiver request to the Director of the Office of Financial Management, U.S. Department of Transportation, Office of the Secretary (OST), Office of Financial Management, B-30, 1200 New Jersey Avenue SE, Washington DC 20590-0001, DOTElectronicInvoicing@dot.gov, and
 - 3 If it obtains a waiver from the use of the DELPHI eInvoicing System, then payment will be made using the DELPHI Mark View System, and the Recipient should submit all invoices and any supporting documentation directly to:
 - a FTAINvoices@faa.gov (Note: no more than 10 MB of data can be transmitted at one time. For invoices greater than 10MB, split into multiple emails and notate in the subject Email 1 of 4; 2 of 4; etc.), or
 - b DOT/FAA (FTA Account)
6500 South MacArthur Blvd.
AMZ-150, HQ Room 272
PO Box 269041
Oklahoma City, OK 73125-69041
 - (b) Federal Responsibilities. FTA and U.S. DOT have the following responsibilities:
 - 1 The Director, OST, Office of Financial Management, will confirm or deny the waiver request within approximately 30 days.
 - 2 If the request is granted, then payments will be made after receipt of the required FTA reporting forms, provided the Recipient has complied with the U.S. DOT Common Rules and this Master Agreement.
 - (c) DELPHI eInvoicing System or DELPHI Mark View System. If the Recipient receives payments provided through the DELPHI eInvoicing System or DELPHI Mark View System, the Recipient must submit a request for payment with adequate supporting documentation for FTA to determine that:
 - 1 It has complied and is complying with the Underlying Agreement,

- 2 It has made and is making adequate progress toward completion of the Award, and
 - 3 It has satisfied FTA that the federal assistance requested is needed for the eligible purposes of the Award in that requisition period.
 - (d) Reimbursement. After it has demonstrated satisfactory compliance with this section, FTA may reimburse the federal share of the Recipient's apparent allowable costs incurred or to be incurred in the requisition period if those apparent allowable costs are consistent with the Award Budget, and those apparent allowable costs do not exceed the maximum amount of federal assistance that may be paid through the federal fiscal year of that requisition.
- h. Safeguarding Federal Assistance. The Recipient agrees to deposit all federal assistance it receives in a financial institution and in an insured account whenever possible, and understands that FTA encourages it to use financial institutions owned at least fifty (50) percent by minority group members.
- i. The Recipient's Duty to Pay Eligible Costs. When accompanied by appropriate documentation, the Recipient agrees to pay the eligible costs incurred that implement the Award when due, using federal assistance available provided for the Award and the non-federal share.
- j. Effect of Federal Payments. The Recipient agrees that any federal payment made for a cost incurred that is supported by its Underlying Agreement does not constitute the Federal Government's final decision about the eligibility of the cost for payment with federal assistance provided through the Underlying Agreement, or a waiver of any violation of any federal law, regulation, requirement, or guidance, or the Underlying Agreement or this Master Agreement.
- k. Revocation of Federal Assistance. The Federal Government may revoke the unexpended portion of federal assistance for the Award after the Award has been made and executed.
- l. Final Cost Determination. The Recipient acknowledges that the Federal Government will not make a final determination about the eligibility of any cost until the audit of the Award and Underlying Agreement has been completed.
- m. Closeout. The Recipient agrees that closeout of the Award will not alter:
 - (1) The Recipient's obligation to return any amounts it owes the Federal Government for later refunds, corrections, or other similar actions, and
 - (2) The Federal Government's right to disallow costs and recover federal assistance based on a later audit or other review.
- n. Notification. If the Federal Government determines that the Recipient is not entitled to any portion of federal assistance paid, the Federal Government will notify the Recipient in writing.

- o. Recovery of Improper Payments. Unless prohibited by federal law or regulation, the Federal Government may recover any federal assistance necessary to satisfy any outstanding monetary claims it may have against the Recipient.

- p. Program Income. The Recipient agrees that it may use its program income derived from a Project receiving federal assistance through the Underlying Agreement as FTA permits. In determining the total amount of program income a Recipient has earned from its Project, those costs incident to earning program income that have not been charged to the Award may be deducted from the Recipient's gross income.
 - (1) During the Period of Performance. The Recipient may use program income earned during the period of performance of the Underlying Agreement as follows:
 - (a) The Recipient may retain the income for other capital or operating public transportation expenses. If the Recipient chooses not to use program income for current or future FTA Grants or Cooperative Agreements or for other purposes ineligible for federal participation, then the amount of program income used for purposes ineligible for federal participation will be deducted from the total allowable costs to determine the net allowable costs.
 - (b) For each Public Transportation Innovation, Technical Assistance or Workforce Development Project or related activities, the Recipient may add to the Award.
 - (c) The Recipient may use the program income for the non-federal share for a future public transportation Project that will receive federal assistance provided by FTA.
 - (2) After the Award Period. Except as otherwise determined in writing, the Recipient has no obligation to the Federal Government regarding the disposition of program income earned after the end of the period of performance of the Award (*i.e.*, after the ending date of the final Federal Financial Report).

- q. Profits. The Recipient and Subrecipient may earn or keep the profits it may derive as a result of an Award, but the Recipient agrees that any such profits must be used in a manner consistent with the provisions of this Master Agreement or applicable federal guidance.

- r. Excess Payments, Disallowed Costs, Refunds, Claims, Debts, Interest, Penalties, Administrative Charges, and Other Amounts Owed to the Federal Government.
 - (1) The Recipient's Responsibility to Pay. The Recipient agrees that after receiving notice of specific amounts due, it will pay the amount it owes the Federal Government for:
 - (a) Excess federal payments for disallowed costs,
 - (b) Refunds due and amounts recovered from third parties or other sources,
 - (c) Federal claims or debts,
 - (d) Interest assessed,
 - (e) Penalties,
 - (f) Administrative charges, or
 - (g) Other amounts it owes the Federal Government.
 - (2) Amount of Interest Due. The amount of interest to be assessed depends on the procedures used to pursue payment:
 - (a) The Debt Collection Act. When the Federal Government uses the procedures of the Debt Collection Act of 1982, as amended, 31 U.S.C. § 3701 *et seq.*, to collect claims or debts owed by the Recipient for any reason authorized under that Act

(including excess payments and disallowed costs), the Recipient agrees that the amount of interest it will owe will be determined by the Joint U.S. Treasury and U.S. DOJ regulations, “Standards for the Administrative Collection of Claims,” 31 C.F.R. part 900, specifically 31 C.F.R. § 901.9(a) – (g), or common law interest authorized by 31 C.F.R. § 901.9(i), as the Federal Government determines.

- (b) Other Collection Processes. When the Federal Government uses methods or procedures other than those described in 31 U.S.C. § 3701 *et seq.* to recover money(ies) the Recipient owes the Federal Government, the Recipient agrees that common law interest will be due as authorized by Joint U.S. Treasury and U.S. DOJ regulations, “Standards for the Administrative Collection of Claims,” 31 C.F.R. § 901.9(i), but interest for premature withdrawals of federal assistance by states or state instrumentalities will be calculated as required under Section 5(b) of the Cash Management Improvement Act of 1990, as amended, 31 U.S.C. § 6503(b), and U.S. Treasury regulations, “Rules and Procedures for Efficient Federal-State Funds Transfers,” 31 C.F.R. part 205.

- s. De-obligation of Federal Assistance. The Recipient agrees that the Federal Government may de-obligate federal assistance the Recipient has not spent both before and after closeout of the Award.

Section 8. Records and Reports Related to the Award and the Underlying Agreement.

- a. Records. The Recipient agrees to maintain satisfactory records of each Project and activities related in whole or in part to its Award, the accompanying Underlying Agreement, and any Amendments thereto to the extent FTA requires, including, but not limited to:
 - (1) Financial Records. Accurate financial records in its account for its Award, the accompanying Underlying Agreement, and any Amendments thereto, including, but not limited to, records of:
 - (a) Assets Received that Implement the Award. The amount of all assets it receives to implement its Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to all federal assistance or the value of any property the Federal Government provides that implement its Award, the accompanying Underlying Agreement, and any Amendments thereto, and all other funds and the value of any property or services it has received from sources other than the Federal Government provided for, accruing to, or otherwise received on account of its Award, the accompanying Underlying Agreement, and any Amendments thereto.
 - (b) Costs Incurred that Implement the Award. Information about the costs incurred to implement its Award, the accompanying Underlying Agreement, and any Amendments thereto, including all costs incurred for the eligible property or services, detailed descriptions of the type of property or services acquired, including, but not limited, to properly executed payrolls, time records, invoices, contracts, vouchers, and other appropriate records, and detailed justifications for those costs.

- (c) Program Income. All program income derived from the use of Project property, except income FTA determines to be exempt from federal program income record requirements.
 - (2) Other Records Needed for Reports Related to the Award. Sufficient records as needed to prepare adequate reports related to the Award that it must submit to the Federal Government.
 - (3) Formats. Formats for records must be satisfactory to FTA and include, but are not limited to, electronic records, including any e-mails related to the Award, records on paper, and records created in other formats.
 - (4) Availability of Records Related to the Award. Accessibility for review and separation from other records not related to the Award to the extent feasible must be maintained.
- b. Reports. The Recipient agrees to provide to FTA, and others if FTA so directs, all reports related in whole or in part required by applicable federal laws, regulations, requirements, the Underlying Agreement, or at FTA's express direction in the number and format as FTA specifies.
- c. National Transit Database. For each fiscal year the Recipient receives or provides to any public transportation operator federal assistance appropriated or made available for 49 U.S.C. § 5307 or any provision of 49 U.S.C. § 5311(including the Tribal Transit Program):
 - (1) Reporting Requirements. The Recipient agrees to and assures that it will require the public transportation operators participating in its Award, the accompanying Underlying Agreement, and any Amendments thereto:
 - (a) To facilitate compliance with 49 U.S.C. § 5335(a), which authorizes the National Transit Database (NTD),
 - (b) To conform to the NTD reporting system and the Uniform System of Accounts and Records,
 - (c) To comply with FTA regulations, "Uniform System of Accounts and Records and Reporting System," 49 C.F.R. part 630,
 - (d) To report information relating to, and the condition of, its public transportation assets, as provided in FTA regulations, "Transit Asset Management; National Transit Database," 49 C.F.R. parts 625 and 630,
 - (e) To comply with any other applicable reporting regulations, and requirements, and
 - (f) To follow FTA guidance.
 - (2) Voluntary Compliance. FTA encourages any Recipient that is not required to provide information for the NTD, to provide that information voluntarily.
- d. U.S. OMB Special Reporting Requirements.
 - (1) Authority. U.S. OMB has issued regulatory guidance in 2 C.F.R. § 25.220 instructing federal agencies to include special "award terms" as authorized under federal laws, including:
 - (a) The Federal Funding Accountability and Transparency Act of 2006 (FFATA), Public Law No. 109-282, September 26, 2006,
 - (b) Section 6202 of the Department of Defense Appropriations Act for Fiscal Year 2008, Public Law No. 110-252, June 30, 2008, which amended the FFATA, and

- (c) Section 872 of the Duncan Hunter National Defense Authorization Act for Fiscal Year 2009, Public Law No. 110-417, October 14, 2008, which further amended the FFATA.
- (2) Universal Identifier and System for Award Management (SAM). The Recipient agrees to comply with the award terms in U.S. OMB regulatory guidance, “Universal Identifier and System for Award Management (SAM),” 2 C.F.R. part 25, appendix A, which FTA has included in this Master Agreement at the direction of U.S. OMB:
- (a) Requirements for the System for Award Management (SAM). Unless exempted from SAM as provided in 2 C.F.R. § 25.110, the Recipient agrees to:
- 1 Maintain the currency of its information in SAM until the later of the date it submits its final financial report required under this Master Agreement, or date it receives its final federal payment for the Underlying Agreement, and
 - 2 Review and update its information in SAM at least annually after the initial registration, and more frequently if required by changes in its information, another provision of an applicable federal or federally assisted agreement, or an applicable federal law or regulation, or U.S. OMB regulatory guidance.
- (b) Requirement for a Unique Entity Identifier [Currently, the Data Universal Numbering System (DUNS) Number for SAM]. If the Award includes federal assistance intended to support subawards, the Recipient agrees to notify each potential Subrecipient and other entity participating in the Award that:
- 1 The potential Subrecipient or entity must provide its unique entity identifier for SAM [*currently, its DUNS number*] to the Recipient,
 - 2 The Recipient may not make any subaward to any potential Subrecipient or entity unless that Subrecipient or entity has provided its unique entity identifier for SAM [*currently, its DUNS number*] to the Recipient, and
 - 3 No Subrecipient or entity, as defined below in section 8.d(4) of this Master Agreement, may receive a subaward provided through the Underlying Agreement, unless that entity has provided its unique entity identifier for SAM [*currently, its DUNS number*] to the Recipient.
- (3) Reporting Subawards and Executive Compensation. The Recipient agrees to comply with the award terms in U.S. OMB regulatory guidance, “Reporting Subaward and Executive Compensation Information,” 2 C.F.R. part 170, appendix A, which FTA has included in this Master Agreement at the direction of U.S. OMB:
- (4) Reporting of First-Tier Subawards. The Recipient agrees that when it takes an action that obligates \$25,000 or more in federal assistance for a subaward it must report each such action as provided below, but it need not report an obligation of \$25,000 or more in federal assistance, if the Recipient is exempt from U.S. OMB’s Special Reporting Requirements as provided below.
- (a) Where and when to report. The Recipient agrees to report each obligating action described below to <http://www.fsrs.gov>, and the Recipient agrees to report subaward information no later than the end of the month after the month in which the obligation was made, (*for example, if the obligation was made on October 1, 2015, the obligation must be reported by no later than November 1, 2015*).
- (b) What to report. The Recipient agrees to report the requisite information about each obligating action required by the submission instructions posted at <http://www.usaspending.gov>.

- (c) Reporting Total Compensation of the Recipient's Executives. The Recipient agrees to report the total compensation for each of its five highest compensated executives for the preceding completed fiscal year if:
- 1 The total federal assistance authorized to date for the Underlying Agreement is \$25,000 or more, and
 - 2 In its preceding fiscal year, the Recipient:
 - a Received 80 percent or more of its annual gross revenues from federal assistance subject to the Transparency Act, as defined in 2 C.F.R. § 170.320 (and subawards) and/or federal procurement contracts (and subcontracts),
 - b Received \$25,000,000 or more in annual gross revenues from federal assistance subject to the Transparency Act, as defined in 2 C.F.R. § 170.320 (and subawards) and/or federal procurement contracts (and subcontracts), and
 - c The public does not have access to information about the compensation of the Recipient's executives through periodic reports filed under Section 13(a) of the Securities Exchange Act of 1934, 15 U.S.C. § 78m(a), Section 15(d) of the Securities Exchange Act of 1934, 15 U.S.C. § 78o(d), or Section 6104 of the Internal Revenue Code of 1986, 26 U.S.C. § 6104 (to determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).
 - 3 The Recipient agrees to report executive total compensation described above as part of Recipient's registration profile at <http://www.sam.gov>, and by the end of the month after the month in which the Underlying Agreement is executed and annually thereafter.
 - 4 Reporting of Total Compensation of the Subrecipient's Executives. Unless exempt as provided below, the Recipient agrees to report the names and total compensation of each of its first-tier Subrecipient's five highest compensated executives for the Subrecipient's preceding completed fiscal year if:
 - a Received 80 percent or more of its annual gross revenues from federal assistance subject to the Transparency Act, as defined in 2 C.F.R. § 170.320 (and subawards) and/or federal procurement contracts (and subcontracts), and
 - b Received \$25,000,000 or more in annual gross revenues from federal assistance subject to the Transparency Act as defined in 2 C.F.R. § 170.320 (and subawards) and/or federal procurement contracts (and subcontracts),
 - c The public does not have access to information about the compensation of the Subrecipient's executives through periodic reports filed under Section 13(a) of the Securities Exchange Act of 1934, 15 U.S.C. § 78m(a), Section 15(d) of the Securities Exchange Act of 1934, 15 U.S.C. § 78o(d), or Section 6104 of the Internal Revenue Code of 1986, 26 U.S.C. § 6104 (to determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execino.htm>).

- 5 The Recipient agrees to report the Subrecipient's executives' total compensation described above to FTA and elsewhere as may be determined by the Federal Government, and by the end of the month following the month during which the Recipient makes the subaward (*for example, if a subaward is obligated on any date during the month of October of a given year, i.e., between October 1 and 31, the Recipient must report any required compensation information about the Subrecipient by November 30 of that year*).
 - 6 Any Recipient that had gross income under \$300,000 from all sources in the previous tax year is exempt from those federal requirements to report subawards, and the total compensation of the five highest compensated executives of any Subrecipient.
- (5) Other Prospective U.S. OMB Reporting Guidance. U.S. OMB proposed regulatory guidance, "Recipient Integrity and Performance Matters," to be published in 2 C.F.R. part 35, contains a mandatory "award term" that would affect the Recipient's reporting requirements (*for more information, see 17 C.F.R. § 229.402(c)(2)*).
- e. Closeout. The Recipient agrees that closeout of its Award does not alter the record-keeping and reporting requirements of this section of this Master Agreement.

Section 9. Record Retention and Access to Sites of Performance.

- a. Types of Records. The Recipient agrees that it will retain, and will require its Third Party Participants to retain, complete and readily accessible records related in whole or in part to the Underlying Agreement, including, but not limited to, data, documents, reports, statistics, subagreements, leases, third party contracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- b. Retention Period. The Recipient agrees that it will comply with the record retention requirements in the applicable U.S. DOT Common Rule. Records pertaining to its Award, the accompanying Underlying Agreement, and any Amendments thereto must be retained from the day the Underlying Agreement was signed by the authorized FTA official through the course of the Award, the accompanying Underlying Agreement, and any Amendments thereto until three years after the Recipient has submitted its last or final expenditure report, and other pending matters are closed.
- c. Access to Recipient and Third Party Participant Records. The Recipient agrees and assures that each Subrecipient, if any, will agree to:
 - (1) Provide, and require its Third Party Participants at each tier to provide, sufficient access to inspect and audit records and information related to its Award, the accompanying Underlying Agreement, and any Amendments thereto to the U.S. Secretary of Transportation or the Secretary's duly authorized representatives, to the Comptroller General of the United States, and the Comptroller General's duly authorized representatives, and to the Recipient and each of its Subrecipients,
 - (2) Permit those individuals listed above to inspect all work and materials related to its Award, and to audit any information related to its Award under the control of the

Recipient or Third Party Participant within books, records, accounts, or other locations, and

- (3) Otherwise comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules.
- d. Access to the Sites of Performance. The Recipient agrees to permit, and to require its Third Party Participants to permit, FTA to have access to the sites of performance of its Award, the accompanying Underlying Agreement, and any Amendments thereto, and to make site visits as needed in compliance with the U.S. DOT Common Rules.
- e. Closeout. Closeout of the Award does not alter the record retention or access requirements of this section of this Master Agreement.

Section 10. Completion, Audit, Settlement, and Closeout.

- a. Completion. Within ninety (90) calendar days after completion or termination of the Award, the Recipient agrees to submit:
 - (1) Its final Federal Financial Report, either electronically or on Federal Financial Report Standard Form 425 (SF-425),
 - (2) A certification of expenses incurred that implement its Award, the accompanying Underlying Agreement, and any Amendments thereto, and
 - (3) The necessary audit reports of its Award, the accompanying Underlying Agreement, and any Amendments thereto.
- b. Audit of the Recipient. Except as the Federal Government determines otherwise in writing, the Recipient agrees that:
 - (1) Audits Required. It must obtain the following audits:
 - (a) Annual “Single Audit.” A financial and compliance audit consistent with the requirements of the Single Audit Act Amendments of 1996, 31 U.S.C. § 7501 *et seq.*, and applicable U.S. DOT “Single Audit” requirements of 2 C.F.R. part 1201, which incorporate by reference 2 C.F.R. part 200, for each Award, the accompanying Underlying Agreement, and any Amendments to any Underlying Agreement, and
 - (b) Other Audits. Other audits the Federal Government may require.
 - (2) Auditing Standards. It must comply with the “Audit Requirements” of 2 C.F.R. part 200, subpart F, and conform to U.S. Government Accountability Office (U.S. GAO) “Government Auditing Standards” in the conduct of audits of its Award, the accompanying Underlying Agreement, and any Amendments thereto.
 - (3) Costs of Audits. The audit costs for the administration and management of the Award, the accompanying Underlying Agreement, and any Amendments to any Underlying Agreement are allowable to the extent authorized by the cost principles of 49 C.F.R. part 1201, which incorporate by reference 2 C.F.R. part 200.
- c. Amounts Owed to the Federal Government. The Recipient agrees to return to the Federal Government any excess federal payments it receives for disallowed costs, and the Federal Government’s proportionate part of any amounts it recovers from third parties or other

sources, including refunds due and amounts recovered from third parties or other sources, interest assessed, penalties, and administrative charges.

- d. Closeout. The Recipient agrees that closeout of the Award occurs when FTA notifies the Recipient that the Award is closed, and approves the final federal payment, or acknowledges receipt of the proper refund. Closeout of the Award does not alter the Recipient's audit responsibilities and does not invalidate any continuing requirements of applicable federal law, regulations, or requirements, this Master Agreement or the Underlying Agreement.

Section 11. Right of the Federal Government to Terminate.

- a. Justification. After providing written notice to the Recipient, the Recipient agrees that the Federal Government may suspend, suspend then terminate, or terminate all or any part of the federal assistance for the Award if:
 - (1) The Recipient has failed to make reasonable progress implementing the Award,
 - (2) The Federal Government determines that continuing to provide federal assistance to support the Award does not adequately serve the purposes of the law authorizing the Award, or
 - (3) The Recipient has violated the terms of the Underlying Agreement, especially if that violation would endanger substantial performance of the Underlying Agreement.
- b. Financial Implications. In general, termination of federal assistance for the Award will not invalidate obligations properly incurred before the termination date to the extent that the obligations cannot be canceled. The Federal Government may recover the federal assistance it has provided for the Award, including the federal assistance for obligations properly incurred before the termination date if it determines that the Recipient has misused its federal assistance by failing to make adequate progress, failing to make appropriate use of the Project property, or failing to comply with the Underlying Agreement, and require the Recipient to refund the entire amount or a lesser amount, as the Federal Government may determine including obligations properly incurred before the termination date.
- c. Expiration of the Period of Performance. Except for a Full Funding Grant Agreement, expiration of any period of performance established for the Award does not, by itself, constitute an expiration or termination of the Award; FTA may extend the period of performance to assure that each Formula Project or related activities and each Project or related activities funded with "no year" funds can receive FTA assistance to the extent FTA deems appropriate.

Section 12. Civil Rights.

- a. Civil Rights Requirements. The Recipient agrees that it must comply with applicable federal civil rights laws, regulations, and requirements, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or a federal program, including the Tribal Transit Program or the Indian Tribe Recipient, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service.

- b. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that it and each Third Party Participant, will:
 - (1) Prohibit discrimination on the basis of race, color, religion, national origin, sex (including gender identity), disability, or age.
 - (2) Prohibit the:
 - (a) Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332,
 - (b) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332, or
 - (c) Discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in.
 - (3) Follow:
 - (a) The most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance, and other applicable federal guidance that may be issued, but
 - (b) FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.
- c. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant, will:
 - (1) Prohibit discrimination on the basis of race, color, or national origin,
 - (2) Comply with:
 - (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *et seq.*,
 - (b) 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 C.F.R. part 21, and
 - (c) Federal transit law, specifically 49 U.S.C. § 5332, and
 - (3) Follow:
 - (a) The most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance,
 - (b) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and
 - (c) All other applicable federal guidance that may be issued.
- d. Equal Employment Opportunity.
 - (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit, discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and:
 - (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*,
 - (b) Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any

- later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
- (c) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement,
 - (d) FTA Circular 4704.1 “Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients,” and
 - (e) Follow other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability,
- (2) Specifics. The Recipient agrees to, and assures that each Third Party Participant will:
- (a) Prohibited Discrimination. Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, as provided in Executive Order No. 11246 and by any later Executive Order that amends or supersedes it, and as specified by U.S. Department of Labor regulations,
 - (b) Affirmative Action. Take affirmative action that includes, but is not limited to:
 - 1 Recruitment advertising, recruitment, and employment,
 - 2 Rates of pay and other forms of compensation,
 - 3 Selection for training, including apprenticeship, and upgrading, and
 - 4 Transfers, demotions, layoffs, and terminations, but
 - (c) Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer,” and
- (3) Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), with:
- (a) U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and
 - (b) Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.
- e. Disadvantaged Business Enterprise. To the extent authorized by applicable federal laws, regulations, or requirements, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Underlying Agreement as follows:
- (1) Statutory and Regulatory Requirements. The Recipient agrees to comply with:
 - (a) Section 1101(b) of the FAST Act, 23 U.S.C. § 101 note,
 - (b) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26, and
 - (c) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement.
 - (2) DBE Program Requirements. A Recipient that receives planning, capital and/or operating assistance and that will award prime third party contracts exceeding \$250,000

in a federal fiscal year must have a DBE program that is approved by FTA and meets the requirements of 49 C.F.R. part 26.

- (3) Special Requirements for a Transit Vehicle Manufacturer (TVM). The Recipient agrees that:
- (a) TVM Certification. Each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, and
 - (b) Reporting TVM Awards. Within 30 days of any third party contract award for a vehicle purchase, the Recipient must submit to FTA the name of the TVM contractor and the total dollar value of the third party contract, and notify FTA that this information has been attached to FTA's electronic award management system. The Recipient must also submit additional notifications if options are exercised in subsequent years to ensure that the TVM is still in good standing.
- (4) Assurance. As required by 49 C.F.R. § 26.13(a):
- (a) Recipient Assurance. The Recipient agrees and assures that:
 - 1 It must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 C.F.R. part 26,
 - 2 It must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts,
 - 3 Its DBE program, as required under 49 C.F.R. part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement, and
 - 4 Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement.
 - (b) Subrecipient/Third Party Contractor/Third Party Subcontractor Assurance. The Recipient agrees and assures that it will include the following assurance in each subagreement and third party contract it signs with a Subrecipient or Third Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs:
 - 1 The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26,
 - 2 The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable,

- 3 Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 12.e(4)(b) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable, and
 - 4 The following remedies, or such other remedy as the Recipient deems appropriate, include, but are not limited to, withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible.
 - (5) Remedies. Upon notification to the Recipient of its failure to carry out its approved program, FTA or U.S. DOT may impose sanctions as provided for under 49 C.F.R. part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*
- f. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with federal prohibitions against discrimination on the basis of sex, including:
 - (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.*,
 - (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25, and
 - (3) Federal transit law, specifically 49 U.S.C. § 5332.
- g. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with federal prohibitions against discrimination on the basis of age, including:
 - (1) The Age Discrimination in Employment Act, 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age,
 - (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625,
 - (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, which prohibits discrimination against individuals on the basis of age in the administration of Programs, Projects, and related activities receiving federal assistance,
 - (4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and
 - (5) Federal transit law, specifically 49 U.S.C. § 5332.
- h. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following federal prohibitions against discrimination on the basis of disability:
 - (1) Federal laws, including:
 - (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally assisted Programs, Projects, or activities,
 - (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities:
 - 1 For FTA Recipients generally, Titles I, II, and III of the ADA apply, but

- 2 For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of “employer,”
- (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities,
 - (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and
 - (e) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.
- (2) Federal regulations and guidance, including:
- (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37,
 - (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27,
 - (c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38,
 - (d) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39,
 - (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35,
 - (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36,
 - (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630,
 - (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F,
 - (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194,
 - (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609,
 - (k) FTA Circular 4710.1, “Americans with Disabilities Act: Guidance,” and
 - (l) Other applicable federal civil rights and nondiscrimination regulations and guidance.
- i. Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of:
- (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 *et seq.*,
 - (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 *et seq.*, and
 - (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2.

- j. Access to Services for Persons with Limited English Proficiency. The Recipient agrees to promote accessibility of public transportation services to persons with limited understanding of English by following:
 - (1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and
 - (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 *Fed. Reg.* 74087, December 14, 2005.
- k. Other Nondiscrimination Laws, Regulations, Requirements, and Guidance. The Recipient agrees to comply with other applicable federal nondiscrimination laws, regulations, and requirements, and follow federal guidance prohibiting discrimination.
- l. Remedies. Remedies for failure to comply with applicable federal Civil Rights laws, regulations, requirements, and guidance may be enforced as provided in those federal laws, regulations, or requirements.

Section 13. Planning.

- a. Standard Planning Provisions. The Recipient agrees to the following:
 - (1) Planning Requirements and Guidance. To assure that its Underlying Agreement is consistent with the Planning requirements that apply, the Recipient agrees to:
 - (a) Comply with the Metropolitan planning requirements of 49 U.S.C. § 5303, and joint FHWA and FTA regulations, “Planning and Assistance Standards” (for Metropolitan Transportation Planning and Programming), 23 C.F.R. part 450 and 49 C.F.R. part 613, to the extent those regulations are consistent with the metropolitan planning requirements of 49 U.S.C. § 5303,
 - (b) Comply with the statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304, and joint FHWA and FTA regulations, “Planning and Assistance Standards” (for statewide transportation planning and programming), 23 C.F.R. part 450 and 49 C.F.R. part 613, to the extent those regulations are consistent with the state planning requirements of 49 U.S.C. § 5304, and
 - (c) Follow any guidance FTA issues to implement requirements of 49 U.S.C. §§ 5303 and 5304.
 - (2) Participation of State or Local Governmental and Private Nonprofit Providers of Nonemergency Transportation. The Recipient agrees to comply with 49 U.S.C. § 5323(k) by assuring that it will, as feasible:
 - (a) Provide the opportunity to participate and coordinate with the Recipient in the design and the delivery of federally assisted transportation services, and be included in planning for the Recipient’s federally assisted transportation services, and
 - (b) Make that opportunity available to federally-assisted state or local governmental agencies and nonprofit organizations that receive federal assistance for nonemergency transportation, but do not receive federal assistance for nonemergency transportation from U.S. DOT.

- b. Tribal Transit Program Planning Provisions. The Indian Tribe agrees that:
 - (1) Planning Requirements. The federal assistance it receives for its Tribal Transit Program will be consistent with its documents, including any formal plan provided to FTA in support of the development and basis of its Award of federal assistance under the Tribal Transit Program, and are or will be coordinated with transportation service funded by other federal sources to the maximum extent feasible.
 - (2) Participation of State or Local Governmental and Private Nonprofit Providers of Nonemergency Transportation. The Recipient agrees to comply with 49 U.S.C. § 5323(k) by assuring that it will, as feasible:
 - (a) Provide the opportunity to participate and coordinate with the Recipient in the design and the delivery of federally assisted transportation services, and be included in planning for the Recipient's federally assisted transportation services, and
 - (b) Make that opportunity available to federally-assisted state or local governmental agencies and nonprofit organizations that receive federal assistance for nonemergency transportation, but do not receive federal assistance for nonemergency transportation from U.S. DOT.

Section 14. Private Enterprise.

- a. Protections. The Recipient agrees to protect the interests of private enterprise affected by federal public transportation programs by:
 - (1) Encouraging private enterprise to participate in the planning of public transportation and programs that provide public transportation, to the extent permitted under 49 U.S.C. § 5306, and
 - (2) Providing just compensation for the Project property it acquires, including the franchises of private providers of public transportation, as required under 49 U.S.C. § 5323(a)(1)(C).
- b. Infrastructure Investment. The Recipient agrees to follow the infrastructure investment recommendations of:
 - (1) Executive Order No. 12803, "Infrastructure Privatization," April 30, 1992, 31 U.S.C. § 501 note, and
 - (2) Executive Order No. 12893, "Principles for Federal Infrastructure Investments," January 26, 1994, 31 U.S.C. § 501 note.
- c. Joint Development. If joint development is involved, the Recipient agrees to follow the latest edition of FTA Circular 7050.1, "Federal Transit Administration Guidance on Joint Development."

Section 15. Preference for United States Products and Services.

Except as the Federal Government determines otherwise in writing, the Recipient agrees to comply with FTA's U.S. domestic preference requirements and follow federal guidance, including:

- a. Buy America. The domestic preference procurement requirements of 49 U.S.C. § 5323(j), and FTA regulations, “Buy America Requirements,” 49 C.F.R. part 661, to the extent consistent with 49 U.S.C. § 5323(j),
- b. Cargo Preference. Preference – Use of United States-Flag Vessels. The shipping requirements of 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, “Cargo Preference – U.S.-Flag Vessels,” 46 C.F.R. part 381, and
- c. Fly America. The air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations, “Use of United States Flag Air Carriers,” 41 C.F.R. §§ 301-10.131 – 301-10.143.

Section 16. Procurement.

- a. Federal Laws, Regulations, Requirements, and Guidance. The Recipient agrees:
 - (1) To comply with the requirements of 49 U.S.C. chapter 53 and other applicable federal laws, regulations, and requirements in effect now or later that affect its third party procurements,
 - (2) To comply with the applicable U.S. DOT Common Rules, and
 - (3) To follow the most recent edition and any revisions of FTA Circular 4220.1, “Third Party Contracting Guidance,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance.
- b. Full and Open Competition. The Recipient agrees to conduct all of its third party procurements using full and open competition as provided in 49 U.S.C. § 5325(a), and as determined by FTA.
- c. Exclusionary or Discriminatory Specifications. The Recipient agrees that it will not use any federal assistance under 49 U.S.C. chapter 53 for any procurement based on exclusionary or discriminatory specifications, as provided in 49 U.S.C. § 5325(h), unless authorized by other applicable federal laws, regulations, or requirements.
- d. Required Clauses in Third Party Contracts. In addition to other applicable provisions of federal law, regulations, requirements, and guidance, all third party contracts made by the Recipient under the Federal award must contain provisions covering the following, as applicable:
 - (1) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - (2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

- (3) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order No. 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. part 1964-1965 Comp., p. 339), as amended by Executive Order No. 11375, “Amending Executive Order No. 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (4) Davis-Bacon Act, as amended (40 U.S.C. §§ 3141 – 3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141 - 3144, and 3146 – 3148) as supplemented by Department of Labor regulations (29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (5) Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 – 3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (7) Clean Air Act (42 U.S.C. §§ 7401 – 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 – 1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 – 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 – 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (8) Debarment and Suspension (Executive Orders Nos. 12549 and 12689)—A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders Nos. 12549 (3 C F R part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order No. 12549.
- (9) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (10) A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and

establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- e. Geographic Restrictions. The Recipient agrees that it will not use any state or local geographic preference, except as permitted by federal law, regulation, requirement, or guidance.
- f. In-State Bus Dealer Restrictions. The Recipient agrees that any state law requiring buses to be purchased through in-state dealers will not apply to purchases of vehicles supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, as provided in 49 U.S.C. § 5325(i).
- g. Organizational Conflict of Interest. The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest.
- h. Project Labor Agreements. As a condition of third party contract award, the Recipient may require the Third Party Contractor or Subcontractor to have an affiliation with a labor organization, such as a Project Labor Agreement, consistent with Executive Order No. 13502, "Use of Project Labor Agreements for Federal Construction Projects," February 6, 2009, 41 U.S.C. chapter 39, Refs. & Annos.
- i. Force Account. The Recipient agrees that FTA may determine the extent to which federal assistance may be used to participate in force account costs.
- j. FTA Technical Review. The Recipient agrees that FTA may review and approve the Recipient's technical specifications and requirements to the extent FTA believes necessary to ensure proper administration of the Underlying Agreement.
- k. Relationship of the Award to Third Party Contract Approval. The Recipient agrees that the terms of the Underlying Agreement do not, by themselves, constitute approval of any non-competitive third party contract associated with the Award, unless FTA indicates otherwise in writing.
- l. National Intelligent Transportation Systems Architecture and Standards. The Recipient agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture requirements of 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and follow FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 *Fed. Reg.* 1455, January 8, 2001, and all other applicable federal guidance.
- m. Rolling Stock. The Recipient agrees that any procurement for rolling stock will comply with 49 U.S.C. § 5325 (Contract Requirements), 49 U.S.C. § 5323(j) (Buy America Requirements), 49 U.S.C. § 5323(m) (Pre-Award and Post Delivery Requirements), and 49 U.S.C. § 5318(e) (Bus Testing Requirements), and their implementing regulations.
- n. Bonding. The Recipient agrees to comply with the following bonding requirements and restrictions as provided in federal regulations and guidance:

- (1) Construction. As provided in federal regulations and modified by FTA guidance, for each Project or related activities implementing the Underlying Agreement that involve construction, it will provide bid guarantee bonds, contract performance bonds, and payment bonds.
 - (2) Activities Not Involving Construction. For each Project or related activities implementing the Underlying Agreement not involving construction, the Recipient will not impose excessive bonding and will follow FTA guidance.
- o. Architectural Engineering and Related Services. When procuring architectural engineering or related services supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53 or provided in any other law requiring the Award to be administered under 49 U.S.C. chapter 53, the Recipient agrees that it will comply and assures that each of its Subrecipients will comply with 49 U.S.C. § 5325(b).
 - p. Design-Build Projects. As provided in 49 U.S.C. § 5325(d), the Recipient may use a design-build procurement to carry out its Design-Build Project, provided that it complies with applicable federal laws, regulations, and requirements, and follows federal guidance.
 - q. Award to Other than the Lowest Bidder. As permitted under 49 U.S.C. § 5325(c), the Recipient may award a third party contract to other than the lowest bidder, if that award furthers an objective (for example, improved long-term operating efficiency and lower long-term costs) consistent with the purposes of 49 U.S.C. chapter 53 and any implementing federal regulations, requirements, or guidance that FTA may issue.
 - r. Award to Responsible Third Party Contractors. The Recipient agrees that it will award third party contracts only to contractors able to carry out the procurement successfully, as provided in 49 U.S.C. § 5325(j), and before awarding a third party contract, it will consider the proposed contractor's integrity, compliance with public policy, past performance, and financial and technical resources.
 - s. Access to Third Party Contract Records. The Recipient agrees to require, and assures that each of its Subrecipients will require, its Third Party Contractors at each tier to provide:
 - (1) The U.S. Secretary of Transportation and the Comptroller General of the United States, the state, or their duly authorized representatives, access to all third party contract records (at any tier) as required under 49 U.S.C. § 5325(g), and
 - (2) Sufficient access to all third party contract records (at any tier) as needed for compliance with applicable federal laws, regulations, and requirements or to assure proper management of Underlying Agreement as determined by FTA.
 - t. Electronic and Information Technology. The Recipient agrees that reports or information it provides to or on behalf of the Federal Government will use electronic or information technology that complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194.

- u. Veterans Preference. As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:
 - (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
 - (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.
- v. Acquisition by Lease. The Recipient agrees that if it intends to acquire Project property through a lease it will comply, as applicable, with 49 U.S.C. chapter 53 and section 3019 of the FAST Act, and FTA regulations, “Capital Leases,” 49 C.F.R. part 639 to the extent those regulations are consistent with federal laws.

Section 17. Patent Rights.

- a. General. The Recipient agrees that:
 - (1) Depending on the nature of the Underlying Agreement, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable invention, improvement, or discovery,
 - (2) The Federal Government’s rights arise when the patent or patentable information is conceived or reduced to practice with federal assistance provided through the Underlying Agreement, or
 - (3) When a patent is issued or patented information becomes available as described in the preceding section 17.a(2) of this Master Agreement, the Recipient will notify FTA immediately, and provide a detailed report satisfactory to FTA.
- b. Federal Rights. The Recipient agrees that:
 - (1) Its rights and responsibilities, and each Third Party Participant’s rights and responsibilities, in that federally assisted invention, improvement, or discovery will be determined as provided in applicable federal laws, regulations, requirements, and guidance, including any waiver thereof, and
 - (2) Unless the Federal Government determines otherwise in writing, irrespective of its status or the status of any Third Party Participant as a large business, small business, state government, state instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual, the Recipient will transmit the Federal Government’s patent rights to FTA, as specified in 35 U.S.C. § 200 *et seq.*, and U.S. Department of Commerce regulations, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” 37 C.F.R. part 401.
- c. License Fees and Royalties. Consistent with the applicable U.S. DOT Common Rules, the Recipient agrees that license fees and royalties for patents, patent applications, and inventions produced with federal assistance provided through the Underlying Agreement are program income, and must be used in compliance with applicable federal requirements.

Section 18. Rights in Data and Copyrights.

- a. Definition of “Subject Data.” As used in this section, “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Underlying Agreement. Examples of “subject data” include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Underlying Agreement.
- b. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Underlying Agreement:
 - (1) Prohibitions. The Recipient may not publish or reproduce any subject data, in whole, in part, or in any manner or form, or permit others to do so.
 - (2) Exceptions. The prohibitions do not apply to publications or reproductions for the Recipient’s own internal use, an institution of higher learning, the portion of subject data that the Federal Government has previously released or approved for release to the public, or the portion of data that has the Federal Government’s prior written consent for release.
- c. Federal Rights in Data and Copyrights. The Recipient agrees that:
 - (1) General. It must provide a license to its “subject data” to the Federal Government that is royalty-free, non-exclusive, and irrevocable. The Federal Government’s license must permit the Federal Government to reproduce, publish, or otherwise use the subject data or permit other entities or individuals to use the subject data provided those actions are taken for Federal Government purposes, and
 - (2) U.S. DOT Public Access Plan – Copyright License. The Recipient grants to U.S. DOT a worldwide, non-exclusive, non-transferable, paid-up, royalty-free copyright license, including all rights under copyright, to any and all Publications and Digital Data Sets as such terms are defined in the U.S. DOT Public Access plan, resulting from scientific research funded either fully or partially by this funding agreement. The Recipient herein acknowledges that the above copyright license grant is first in time to any and all other grants of a copyright license to such Publications and/or Digital Data Sets, and that U.S. DOT shall have priority over any other claim of exclusive copyright to the same.
- d. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, Technical Assistance, and Special Studies Programs. In general, FTA’s purpose in providing federal assistance for a research, development, demonstration, deployment, technical assistance, or special studies program is to increase transportation knowledge, rather than limit the benefits of the Award to the Recipient and its Third Party Participants. Therefore, the Recipient agrees that:
 - (1) Publicly Available Report. When an Award providing federal assistance for any of the programs described above is completed, it must provide a report of the Underlying Agreement that FTA may publish or make available for publication on the Internet.

- (2) Other Reports. It must provide other reports related to the Award that FTA may request.
 - (3) Availability of Subject Data. FTA may make available its copyright license to the subject data, and a copy of the subject data to any FTA Recipient or any Third Party Participant at any tier, except as the Federal Government determines otherwise in writing.
 - (4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA.
 - (5) Incomplete. If the Award is not completed for any reason whatsoever, all data developed with federal assistance for the Award becomes “subject data” and must be delivered as the Federal Government may direct.
 - (6) Exception. This section does not apply to an adaptation of any automatic data processing equipment or program that is both for the Recipient’s use, and acquired with FTA capital program assistance.
- e. License Fees and Royalties. Consistent with the applicable U.S. DOT Common Rules, the Recipient agrees that license fees and royalties for patents, patent applications, and inventions produced with federal assistance provided through the Underlying Agreement are program income, and must be used in compliance with federal applicable requirements.
 - f. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that if it intentionally violates any proprietary rights, copyrights, or right of privacy, and if its violation under the preceding section occurs from any of the publication, translation, reproduction, delivery, use or disposition of subject data, then it will indemnify, save, and hold harmless against any liability, including costs and expenses of the Federal Government’s officers, employees, and agents acting within the scope of their official duties. The Recipient will not be required to indemnify the Federal Government for any liability described in the preceding sentence, if the violation is caused by the wrongful acts of federal officers, employees or agents, or if indemnification is prohibited or limited by applicable state law.
 - g. Restrictions on Access to Patent Rights. Nothing in this section of this Master Agreement pertaining to rights in data either implies a license to the Federal Government under any patent, or may be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.
 - h. Data Developed Without Federal Assistance or Support. The Recipient agrees that in certain circumstances it may need to provide to FTA data developed without any federal assistance or support. Nevertheless, this section generally does not apply to data developed without federal assistance, even though that data may have been used in connection with the Award. The Recipient agrees that the Federal Government will not be able to protect data developed without federal assistance from unauthorized disclosure unless that data is clearly marked “Proprietary,” or “Confidential.”

- i. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release data and information the Recipient submits to the Federal Government as required under:
 - (1) The Freedom of Information Act (FOIA), 5 U.S.C. § 552,
 - (2) The U.S. DOT Common Rules,
 - (3) U.S. DOT Public Access Plan, which provides that the Recipient agrees to satisfy the reporting and compliance requirements as set forth in the U.S. DOT Public Access plan, including, but not limited to, the submission and approval of a Data Management Plan, the use of Open Researcher and Contributor ID (ORCID) numbers, the creation and maintenance of a Research Project record in the Transportation Research Board's (TRB) Research in Progress (RiP) database, and the timely and complete submission of all required publications and associated digital data sets as such terms are defined in the DOT Public Access plan. Additional information about how to comply with the requirements can be found at: <http://ntl.bts.gov/publicaccess/howtocomply.html>, or
 - (4) Other federal laws, regulations, requirements, and guidance concerning access to records pertaining to the Award, the accompanying Underlying Agreement, and any Amendments thereto.

Section 19. Use of Real Property, Equipment, and Supplies.

- a. Federal Interest. The Recipient agrees that the Federal Government retains a federal interest in all real property, equipment, and supplies acquired or improved for use in connection with a Project (Project property) until, and to the extent that, the Federal Government removes its federal interest.
- b. FTA Requirements and Guidance for Use of Project Property. The Recipient agrees that:
 - (1) Satisfactory Continuing Control. It will maintain continuing control of the use of its Project property as satisfactory to FTA, which is defined as the legal assurance that Project property will remain available to be used for its originally authorized purpose throughout its useful life or until disposition.
 - (2) Appropriate Use. It will use its Project property for appropriate purposes (including joint development purposes as well as uses that provide program income to support public transportation) for the duration of the useful life of its Project property, which may extend beyond the duration of the Award, and consistent with other requirements FTA may impose.
 - (3) Delay or Failure to Use Project Property. The Federal Government may require it to return the entire amount of federal assistance spent on its Project property if, during the useful life of its Project property, it has unreasonably delayed using its Project property, or failed to use its Project property.
 - (4) Notification. It will notify FTA immediately when it uses any of its Project property in a manner substantially different from the representations in its Application or other documents submitted in support of the Award, or the requirements of the accompanying Underlying Agreement, or it withdraws any of its Project property from appropriate use.
 - (5) FTA Guidance. It will consult FTA guidance through its circulars or other written documents for ways in which FTA property requirements should be implemented. FTA guidance will apply unless FTA determines otherwise in writing.

- c. General Federal Requirements. The Recipient agrees to comply with the applicable U.S. DOT property management provisions contained in the U.S. DOT Common Rules and this Master Agreement. The Recipient also agrees that it will follow FTA's reimbursement provisions pertaining to premature dispositions of certain equipment, as provided in this Master Agreement and FTA guidance.
- d. Maintenance. As provided in federal laws, regulations, and requirements, and as provided in federal guidance, the Recipient agrees to maintain its Project property in good operating order, and comply with FTA regulations, "Transit Asset Management; National Transit Database," 49 C.F.R. parts 625 and 630.
- e. Property Records. The Recipient agrees that it will keep satisfactory records of its use of its project property, and, upon request, it will provide FTA the necessary information required to assure compliance with this Master Agreement.
- f. Incidental Use.
 - (1) The Recipient agrees that any incidental use of Project property will not exceed what is permitted under applicable federal requirements and federal guidance.
 - (2) As provided in 49 U.S.C. § 5323(p), it may permit nontransit public entities and private entities to have incidental use of its federally assisted alternative fueling facilities and equipment, only if:
 - (a) The incidental use does not interfere with public transportation operations or violate the provisions of the Underlying Agreement and any Amendments thereto,
 - (b) It fully recaptures all the costs related to the incidental use from any nontransit public entity or private entity that uses the alternative fueling facilities or equipment,
 - (c) It uses revenues it receives from the incidental use in excess of costs for planning, capital, and operating expenses that are incurred in providing public transportation, and
 - (d) Private entities pay all applicable excise taxes on fuel.
- g. Reasonable Access for Private Intercity or Charter Transportation Operators. The Recipient agrees that it must comply with 49 U.S.C. § 5323(r), and may not deny reasonable access for a private intercity or charter transportation operator to federally funded public transportation facilities, including intermodal facilities, park and ride lots, and bus-only highway lanes. In determining reasonable access, capacity requirements of the Recipient of assistance and the extent to which access would be detrimental to existing public transportation services must be considered.
- h. Encumbrance of Project Property. Absent the express consent of the Federal Government in writing, the Recipient agrees to preserve the federal interest in its Project property, and to maintain satisfactory continuing control of its Project property as follows:
 - (1) Written Transactions. The Recipient agrees that it will not execute any documents that would either adversely affect the federal interest in or impair its continuing control of the use of its Project property including, but not limited to, lease, transfer of title, lien,

pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangements, such as a cross-border or leveraged lease, or other types of innovative financing arrangements, or any restriction, constraint, or commitment that may apply to the Project property. Upon request, the Recipient will provide a copy of any document described above to FTA.

- (2) Oral Transactions. The Recipient agrees it will not obligate itself in any way through an oral statement to any third party with respect to its Project property that would either adversely affect the federal interest in or impair its continuing control of the use of its Project property.
- (3) Other Actions. The Recipient agrees that it will not take any other action that would either adversely affect the federal interest in or impair its continuing control of the use of its Project property.

i. Useful Life of Project Property. The Recipient agrees that:

- (1) Determining the Useful Life. FTA may establish the useful life of Project property,
- (2) Required Use. It will use its Project property continuously and appropriately throughout the useful life of that property,
- (3) Expired Useful Life. When the useful life of its Project property has expired, it will comply with FTA's disposition requirements, and
- (4) Premature Withdrawal. The Federal Government retains a federal interest in the fair market value of Project property or remaining useful life in Project property calculated on the basis of straight line depreciation (including Project equipment acquired by a state). Therefore, if the Recipient withdraws that property from public transportation use prematurely, it will notify FTA immediately when any of its Project property is prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss.
 - (a) Amount of Federal Interest. The federal interest in the Recipient's or any of its Subrecipients' Project property will be determined on the basis of the ratio of the federal assistance provided for that property to the actual cost of that property.
 - (b) Financial Commitments to the Federal Government. Except as otherwise approved in writing by the Federal Government, the Recipient agrees that if its Project property is prematurely withdrawn from appropriate use:
 - 1 It will return an amount equal to the remaining federal interest in the withdrawn property to the Federal Government, or
 - 2 With FTA approval, it will invest an amount equal to the remaining federal interest in the withdrawn property in other transit property eligible for federal assistance provided through the Underlying Agreement.

j. Calculating the Value of Prematurely Withdrawn Project Property. The Recipient agrees that the fair market value of Project property prematurely withdrawn from use in support of the Award (including the fair market value of project equipment acquired or improved by a state) will be calculated as follows:

- (1) Equipment and Supplies. The fair market value of project equipment or supplies will be calculated by straight-line depreciation, based on the useful life of that equipment or supplies as established or approved by FTA. The fair market value of the Project equipment and supplies withdrawn from proper use will be based on the value of that

property immediately before it was withdrawn from appropriate use irrespective of whether the Project property was withdrawn from use due to fire, casualty, or natural disaster, and irrespective of the extent of insurance coverage.

- (2) Real Property. The Recipient agrees that the fair market value of Project real property shall be determined by:
 - (a) Competent appraisal based on an appropriate date as approved by FTA, consistent with U.S. DOT regulations, “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs,” 49 C.F.R. part 24,
 - (b) Straight line depreciation of improvements to the Project real property coupled with the value of the land determined by FTA on the basis of appraisal, or
 - (c) Other applicable federal laws, regulations, and requirements.
 - (3) Exceptional Circumstances. The Recipient agrees that the Federal Government may require another method of valuation to be used to determine the fair market value of Project real property withdrawn from service. In unusual circumstances, the Recipient may request permission to use another reasonable valuation method including, but not limited to accelerated depreciation, comparable sales, or established market values.
- k. Insurance Proceeds. The Recipient agrees to use any insurance proceeds it receives for Project property that has been damaged or destroyed (including insurance proceeds for Project equipment acquired or improved by a state) as follows:
- (1) Replacement. It may apply those insurance proceeds to the cost of replacing that damaged or destroyed property,
 - (2) Another Purpose. It may use those insurance proceeds for another authorized purpose, provided that it has obtained FTA’s consent in writing, or
 - (3) Return to the Federal Government. It may return to the Federal Government an amount equal to the amount of the remaining federal interest in that property that has been damaged or destroyed.
- l. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Recipient’s knowledge and consent, the Recipient agrees to restore the Project property that has been damaged to its original condition, or refund the value of the federal interest in its Project property (including the remaining federal interest in Project equipment acquired by a state), as the Federal Government may require.
- m. Disposition of Project Property. The Recipient agrees that disposition of its Project property may be made as provided in FTA’s enabling legislation, 49 U.S.C. § 5334(h), U.S. DOT Common Rules, and the most recent edition of FTA Circular 5010.1, to the extent consistent with applicable federal laws, regulations, requirements, and guidance. The Recipient understands and agrees that under certain circumstances, the Recipient must obtain disposition instructions from FTA before disposing of Project property, including real property, equipment including rolling stock, and supplies.
- n. Responsibilities After Closeout. The Recipient agrees that closeout of the Award will not change the Recipient’s property management responsibilities for its Project property as provided in federal laws, regulations, requirements, and guidance effective now or at a later date, and this section of the Master Agreement.

Section 20. Transit Asset Management.

- a. Transit Asset Management Plan. The Recipient agrees to develop a Transit Asset Management Plan that complies with federal transit laws, specifically 49 U.S.C. § 5326 and 5337(a)(4), FTA regulations, “Transit Asset Management; National Transit Database,” 49 C.F.R. parts 625 and 630, and other applicable federal laws, regulations, and requirements.
- b. When Compliance is Required. The Recipient agrees to, and assures that each Third Party Participant will comply with FTA regulations, “Transit Asset Management; National Transit Database,” 49 C.F.R. parts 625 and 630, and follow applicable federal guidance.

Section 21. Insurance.

- a. Flood Insurance. The Recipient agrees and assures that its third party participants will agree to comply with flood insurance laws and guidance as follows:
 - (1) It will have flood insurance as required by the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), for any building located in a special flood hazard area (100-year flood zone), before accessing federal assistance to acquire, construct, reconstruct, repair, or improve that building.
 - (2) Each such building and its contents will be covered by flood insurance in an amount at least equal to the federal investment (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, 42 U.S.C. § 4001 *et seq.*, whichever is less.
 - (3) It will follow FTA guidance, except to the extent FTA determines otherwise in writing.
- b. Other Insurance Requirements. It will comply with the insurance requirements normally imposed by its state and local laws, regulations, and ordinances.

Section 22. Relocation and Real Property.

- a. Relocation Protections. Irrespective of whether federal assistance is used to pay relocation costs required under federal laws, regulations, or requirements, the Recipient agrees that it will:
 - (1) Provide fair and equitable treatment to displaced individuals and businesses that must be relocated as a result of any Project for which the FTA has provided federal assistance, and
 - (2) Comply with federal transit laws, specifically 49 U.S.C. § 5323(b), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. § 4601 *et seq.*, and U.S. DOT regulations, “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs,” 49 C.F.R. part 24.
- b. Nondiscrimination in Housing. The Recipient agrees that when it must provide housing for individuals as a result of relocation, it will comply with Title VIII of the Civil Rights Act

of 1968, as amended, 42 U.S.C. § 3601 *et seq.*, and facilitate and follow Executive Order No. 12892, “Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing,” January 17, 1994, 42 U.S.C. § 3608 note, except as the Federal Government determines otherwise in writing.

- c. Prohibition Against the Use of Lead-Based Paint. The Recipient agrees that if it constructs or rehabilitates residential structures on behalf of individuals displaced by its any Project, it will not use lead-based paint, and it will comply with Section 401(b) of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. § 4831(b), and U.S. Housing and Urban Development regulations, “Lead-based Paint Poisoning Prevention in Certain Residential Structures,” 24 C.F.R. part 35.
- d. Real Property Acquisition Protections. Irrespective of whether federal assistance is used to pay real property acquisition costs required to implement the Award, the Recipient agrees that it will provide fair and equitable treatment to owners of real property or interests in real property that must be acquired as a result of any Project, and comply with federal transit laws, specifically 49 U.S.C. § 5323(b), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. § 4601 *et seq.*, and U.S. DOT regulations, “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs,” 49 C.F.R. part 24.
- e. Covenant Against Discrimination. The Recipient agrees to include a covenant in the title of the real property acquired for use in any Project that assures nondiscrimination during the useful life of that real property.
- f. Recording the Title to Real Property. The Recipient agrees to record the federal interest in the title to real property used in connection with any Project if FTA so requires.
- g. FTA Approval of Changes in Real Property Ownership. Unless it receives permission or instructions from FTA, the Recipient agrees that it will not dispose of, modify the use of, or change the title to real property used in any Project, or any other interests in the site and facilities used in any Project.

Section 23. Construction.

- a. Construction Plans and Specifications. The Recipient agrees to comply with all applicable statutes, regulations, and requirements, and follow FTA guidance in the development and implementation of construction plans and specifications, including drafting, review, and approval, for the Award.
- b. Seismic Safety. The Recipient agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. § 7701 *et seq.*, and U.S. DOT regulations, “Seismic Safety,” 49 C.F.R. part 41, specifically, 49 C.F.R. § 41.117.

- c. Supervision of Construction. The Recipient agrees to maintain competent and adequate engineering supervision at the construction site of any Project to ensure that the completed work conforms to the approved plans and specifications.
- d. Construction Reports. For any Project or related activities involving construction, the Recipient agrees to provide progress reports and other relevant information or data, as required by FTA or the state in which construction takes place.
- e. Major Capital Investment Projects. If the Recipient's Project involves a Major Federal Project, it agrees to comply with all applicable federal regulations, including FTA regulations, "Major Capital Investment Projects," 49 C.F.R. part 611, and "Project Management Oversight," 49 C.F.R. part 633, to the extent that they are consistent with applicable FTA enabling legislation, and follow all applicable federal guidance.

Section 24. Employee Protections.

- a. Awards Involving Construction. The Recipient agrees to comply and assures that each Third Party Participant will comply with all federal laws, regulations, and requirements providing protections for construction employees involved in each Project or related activities with federal assistance provided through the Underlying Agreement, including the:
 - (1) Prevailing Wage Requirements of:
 - (a) Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA's "Davis-Bacon Related Act"),
 - (b) The Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147, and
 - (c) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.
 - (2) Wage and Hour Requirements of:
 - (a) Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and
 - (b) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.
 - (3) "Anti-Kickback" Prohibitions of:
 - (a) Section 1 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874,
 - (b) Section 2 of the Copeland "Anti-Kickback" Act, as amended, 40 U.S.C. § 3145, and
 - (c) U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States," 29 C.F.R. part 3.
 - (4) Construction Site Safety of:
 - (a) Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and

- (b) U.S. DOL regulations, “Recording and Reporting Occupational Injuries and Illnesses,” 29 C.F.R. part 1904; “Occupational Safety and Health Standards,” 29 C.F.R. part 1910; and “Safety and Health Regulations for Construction,” 29 C.F.R. part 1926.
- b. Awards Not Involving Construction. The Recipient agrees to comply and assures that each Third Party Participant will comply with all federal laws, regulations, and requirements providing wage and hour protections for nonconstruction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.
- c. Awards Involving Commerce. The Recipient agrees to comply and assures that each Third Party Participant will comply with the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201 *et seq.* to the extent that the FLSA applies to employees performing work with federal assistance provided through the Underlying Agreement involving commerce, and as the Federal Government otherwise determines applicable.
- d. Public Transportation Employee Protective Arrangements. As a condition of award of federal assistance appropriated or made available for FTA programs involving public transportation operations, the Recipient agrees to comply and assures that each Third Party Participant will comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):
- (1) U.S. DOL Certification. When its Award, the accompanying Underlying Agreement, or any Amendments thereto involve public transportation operations and are supported with federal assistance appropriated or made available for 49 U.S.C. §§ 5307 – 5312, 5316, 5318, 5323(a)(1), 5323(b), 5323(d), 5328, 5337, 5338(b), or 5339, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a certification of employee protective arrangements before FTA may provide federal assistance for that Award. The Recipient agrees that the certification issued by U.S. DOL is a condition of the Underlying Agreement and that the Recipient must comply with its terms and conditions.
 - (2) Special Warranty. When its Underlying Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The Recipient agrees that its U.S. DOL Special Warranty is a condition of the Underlying Agreement and the Recipient must comply with its terms and conditions.
 - (3) Special Arrangements for Underlying Agreements for Federal Assistance Authorized under 49 U.S.C. § 5310. The Recipient agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not “necessary or appropriate” to apply the conditions of 49 U.S.C. § 5333(b) to

any Subrecipient participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate.

Section 25. Early Systems Work Agreement.

- a. Statutory Requirements. If FTA enters into an Early System Work Agreement (ESWA) with the Recipient to advance the implementation of the Recipient's Capital Project, the Recipient agrees that provisions of 49 U.S.C. § 5309(k)(3) will apply to that ESWA, the Recipient, and FTA.
- b. ESWA Provisions. Except to the extent that the Federal Government determines otherwise in writing, the Recipient understands and agrees that the following provisions apply to its ESWA, unless the ESWA contains specific requirements to the contrary:
 - (1) Recipient Representations. In view of the standards and commitments imposed on the Recipient by 49 U.S.C. § 5309(k)(3), the Recipient has provided sufficient representations and information to FTA so that FTA has reason to believe the following:
 - (a) FTA and the Recipient will enter into a Full Funding Grant Agreement for the Project, and
 - (b) The terms of the ESWA will promote the ultimate completion of the Project more rapidly and at less cost.
 - (2) FTA Commitments. By entering into an ESWA with the Recipient, FTA has agreed to provide for reimbursement of the preliminary costs of carrying out the Project, including:
 - (a) Land acquisition,
 - (b) Timely procurement of system elements for which the specifications are decided, and
 - (c) Other activities that FTA decides are appropriate to make efficient, long-term Project management easier.
 - (3) Time Period of the ESWA. FTA reserves the right to determine the period of time in which the ESWA will remain in effect, even if that period extends beyond the time of the authorization of federal funding that will support the Project costs covered by the ESWA.
 - (4) Interest and Other Financing Costs. Interest and other financing costs of carrying out the ESWA efficiently and within a reasonable time are eligible ESWA costs, provided that:
 - (a) The interest and financing costs claimed do not exceed the cost of the most favorable financing terms reasonably available for the Project at the time of borrowing,
 - (b) The Recipient has certified that it will show reasonable diligence in seeking the most favorable financing terms, and
 - (c) The Recipient is able to show reasonable diligence in seeking the most favorable financing terms to support this ESWA.

- (5) Contingent Commitment. In providing funding for the ESWA:
 - (a) In its discretion, FTA may include a commitment, contingent on amounts made available under a later-enacted law, to obligate an additional amount from future available budget authority to support the costs of the Recipient's ESWA, and
 - (b) If FTA does make a commitment to provide funding contingent on future amounts to be specified in law, that commitment is not an obligation of the Federal Government.
- (6) Failure to Carry Out the Project. If, for reasons within its control, the Recipient does not carry out the Project for which its ESWA was made available by FTA, the Recipient must:
 - (a) Repay all Federal Grant funds awarded under the ESWA from all Federal funding sources for all Project activities, facilities, and equipment, and
 - (b) Pay reasonable interest and penalty charges:
 - 1 As established by FTA before or after FTA provided funding for the ESWA, or
 - 2 Allowable under law.

Section 26. Environmental Protections.

- a. General. The Recipient agrees to, and assures that its Third Party Participants will, comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.
- b. National Environmental Policy Act. An Award of federal assistance requires the full compliance with applicable environmental laws, regulations, and requirements. Accordingly, the Recipient agrees to, and assures that its Third Party Participants will:
 - (1) Comply and facilitate compliance with federal laws, regulations, and requirements, including, but not limited to:
 - (a) Federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139,
 - (b) The National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 *et seq.*, as limited by 42 U.S.C. § 5159, and CEQ's implementing regulations 40 C.F.R. part 1500 – 1508,
 - (c) Joint FHWA and FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. part 771 and 49 C.F.R. part 622,
 - (d) Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," March 5, 1970, 42 U.S.C. § 4321 note, and
 - (e) Other federal environmental protection laws, regulations, and requirements applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.
 - (2) Follow the federal guidance identified herein to the extent that the guidance is consistent with applicable authorizing legislation:
 - (a) Joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319, Accelerated Decisionmaking in Environmental Reviews," January 14, 2013,

- (b) Joint FHWA and FTA final guidance, “SAFETEA-LU Environmental Review Process (Pub. L. 109-59),” 71 *Fed. Reg.* 66576, November 15, 2006, and
 - (c) Other federal environmental guidance applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.
- c. Environmental Justice. The Recipient agrees to, and assures that its Third Party Participants will, promote environmental justice by following:
 - (1) Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order,
 - (2) U.S. DOT Order 5610.2, “Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations,” 62 *Fed. Reg.* 18377, April 15, 1997, and
 - (3) The most recent edition of FTA Circular 4703.1, “Environmental Justice Policy Guidance for Federal Transit Administration Recipients,” August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.
- d. Other Environmental Federal Laws. The Recipient agrees to comply or facilitate compliance and assures that its Third Party Participants will comply or facilitate compliance with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to “Protection of Wetlands,” and Executive Order Nos. 11988 and 13690 relating to “Floodplain Management.”
- e. Corridor Preservation. The Recipient agrees that:
 - (1) It will not develop any right-of-way acquired under 49 U.S.C. § 5323(q) in anticipation of implementing its Award until all required environmental reviews for each Project or related activities have been completed, and
 - (2) It will follow FTA Final Guidance on the Application of 49 U.S.C § 5323(q) to Corridor Preservation for a Transit Project, October 17, 2014.
- f. Use of Certain Public Lands. The Recipient agrees to comply and assures that its Third Party Participants will comply with U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as “section 4(f)), and joint FHWA and FTA regulations, “Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites,” 23 C.F.R. part 774, and referenced in 49 C.F.R. part 622.
- g. Historic Preservation. The Recipient agrees to, and assures that its Third Party Participants will:
 - (1) Comply with U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as “section 4(f)”), which requires certain findings be made before an Award may be undertaken if it involves the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places.

- (2) Encourage compliance with the federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108.
 - (3) Comply with the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 *et seq.*
 - (4) Comply with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic Properties," 36 C.F.R. part 800.
 - (5) Comply with federal requirements and follow federal guidance to avoid or mitigate adverse effects on historic properties.
- h. Indian Sacred Sites. The Recipient agrees to, and assures that its Third Party Participants will facilitate compliance with federal efforts to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and Executive Order No. 13007, "Indian Sacred Sites," May 24, 1996, 42 U.S.C. § 3161 note.
- i. Mitigation of Adverse Environmental Effects.
- (1) The Recipient agrees that it will comply with all environmental mitigation measures that may be identified as conditions that the Federal Government might impose in finding of no significant impact or record of decision or commitments in the environmental documents that apply to the Award, such as environmental assessments, environmental impact statements, categorical exclusions, memoranda of agreement, documents required under 49 U.S.C. § 303, and other environmental documents.
 - (2) The Recipient agrees that:
 - (a) Any mitigation measures agreed on will be incorporated by reference and made part of the Underlying Agreement and any Amendments thereto,
 - (b) Any deferred mitigation measures will be incorporated by reference and made part of the Underlying Agreement and any Amendments thereto as soon as agreement with the Federal Government is reached, and
 - (c) Any mitigation measures agreed on will not be modified or withdrawn without the written approval of the Federal Government.
- j. Energy Conservation. The Recipient agrees to, and assures that its Subrecipients, if any, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 *et seq.*, and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

Section 27. State Management and Monitoring Systems.

The Recipient agrees to comply with joint FHWA and FTA regulations, "Management and Monitoring Systems," 23 C.F.R. part 500, and FTA regulations, "Transportation Infrastructure Management," 49 C.F.R. part 614.

Section 28. Charter Service.

- a. Prohibitions. The Recipient agrees that neither it nor any Third Party Participant involved in the Award will engage in charter service, except as permitted under federal transit laws, specifically 49 U.S.C. § 5323(d), (g), and (r), FTA regulations, “Charter Service,” 49 C.F.R. part 604, any other Federal Charter Service regulations, federal requirements, or federal guidance.
- b. Exceptions. Apart from exceptions to the Charter Service restrictions in FTA’s Charter Service regulations, FTA has established the following additional exceptions to those restrictions:
 - (1) FTA’s Charter Service restrictions do not apply to equipment or facilities supported with federal assistance appropriated or made available for 49 U.S.C. § 5307 to support a Job Access and Reverse Commute (JARC)-type Project or related activities that would have been eligible for assistance under repealed 49 U.S.C. § 5316 in effect in Fiscal Year 2012 or a previous fiscal year, provided that the Recipient uses that federal assistance for FTA program purposes only, and
 - (2) FTA’s Charter Service restrictions do not apply to equipment or facilities supported with the federal assistance appropriated or made available for 49 U.S.C. § 5310 to support a New Freedom-type Project or related activities that would have been eligible for federal assistance under repealed 49 U.S.C. § 5317 in effect in Fiscal Year 2012 or a previous fiscal year, provided the Recipient uses that federal assistance for program purposes only.
- c. Violations. If it or any Third Party Participant engages in a pattern of violations of FTA’s Charter Service regulations, FTA may require corrective measures and remedies, including withholding an amount of federal assistance as provided in FTA’s Charter Service regulations, 49 C.F.R. part 604, appendix D, or barring it or the Third Party Participant from receiving federal assistance provided in 49 U.S.C. chapter 53, 23 U.S.C. § 133, or 23 U.S.C. § 142.

Section 29. School Bus Operations.

- a. Prohibitions. The Recipient agrees that neither it nor any Third Party Participant that is participating in its Award will engage in school bus operations exclusively for the transportation of students or school personnel in competition with private school bus operators, except as permitted by federal transit laws, 49 U.S.C. § 5323(f) or (g), FTA regulations, “School Bus Operations,” 49 C.F.R. part 605, and any other applicable federal “School Bus Operations” laws, regulations, federal requirements, or applicable federal guidance.
- b. Violations. If a Recipient or any Third Party Participant has operated school bus service in violation of FTA’s School Bus laws, regulations, or requirements, FTA may require the Recipient or Third Party Participant to take such remedial measures as FTA considers appropriate, or bar the Recipient or Third Party Participant from receiving federal transit assistance.

Section 30. Geographic Information and Related Spatial Data.

The Recipient agrees that each Project or related activity that implements the Award will conform to the Federal Geographic Data Committee's National Spatial Data Infrastructure if the Project or related activity directly or indirectly involves spatial data, or geographic information systems, and it will follow U.S. OMB Circular A-16, "Coordination of Geographic Information and Related Spatial Data Activities," August 19, 2002, and U.S. OMB Circular A-16 Supplemental Guidance, "Geospatial Line of Business," November 10, 2010.

Section 31. Federal "\$1 Coin" Requirements.

The Recipient agrees that it will comply with section 104 of the Presidential \$1 Coin Act of 2005, 31 U.S.C. § 5112(p), its equipment and facilities will be fully capable of accepting and dispensing \$1 coins when coins or currency are required to use that equipment or those facilities, and it will display signs and notices of the \$1 coin capability of its equipment and facilities on its premises, including vending machines, where coins or currency are used.

Section 32. Public Transportation Safety.

- a. Public Transportation Agency Safety Program. In accordance with 49 U.S.C. § 5329, the Recipient agrees to comply with applicable laws, regulations, and requirements and follow applicable guidance that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b) through (d), except as FTA determines otherwise in writing.
- b. State Safety Oversight of Rail Fixed Guideway Public Transportation Systems. The Recipient agrees as follows:
 - (1) Laws. It will comply with section 20030(e) of MAP-21, which amended 49 U.S.C. § 5329(e) to require states to revise their State Safety Oversight programs to comply with the new MAP-21 requirements.
 - (2) Regulations. Although FTA published FTA regulations, "State Safety Oversight," 49 C.F.R. part 674, effective April 15, 2016, Congress provided states with up to three years following April 15, 2016 to come into full compliance following publication of those regulations. The Recipient agrees that depending on how far it has progressed in developing a State Safety Oversight program that is fully compliant with FTA regulations, "State Safety Oversight," 49 C.F.R. part 674, the following FTA regulations will apply:
 - (a) States With a Fully Compliant Program. The Recipient agrees that FTA regulations, "State Safety Oversight," 49 C.F.R. part 674, will apply when its State Safety Oversight program is fully compliant with FTA's requirements.
 - (b) States Without a Fully Compliant Program. The Recipient agrees that FTA regulations, "Rail Fixed Guideway Systems; State Safety Oversight," 49 C.F.R. part 659, will continue to apply to those states that have not yet implemented a Public Transportation Safety Program that is fully compliant with FTA's requirements.

Section 33. Motor Carrier Safety.

- a. Financial Responsibility. The Recipient agrees to comply and assures that its Third Party Participants will comply with the economic and insurance registration requirements of the:
 - (1) U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, “Minimum Levels of Financial Responsibility for Motor Carriers,” 49 C.F.R. part 387, if it is engaged in operations requiring compliance with 49 C.F.R. part 387, it is engaged in interstate commerce, and it is not within a defined commercial zone, and
 - (2) The provisions of 49 U.S.C. § 31138(e)(4), which supersede inconsistent provisions of 49 C.F.R. part 387, and also reduce the amount of insurance the Recipient must obtain to the highest amount required by any state in which the public transportation provider operates, if it operates within a public transportation service area located in more than one state, and receives federal assistance under 49 U.S.C. §§ 5307, 5310, and 5311.
- b. U.S. FMCSA Requirements. The Recipient agrees to comply and assures that its Third Party Participants will comply with:
 - (1) The safety requirements of U.S. FMCSA regulations, “Federal Motor Carrier Safety Regulations,” 49 C.F.R. parts 390 – 397, to the extent applicable; and
 - (2) The driver’s license requirements of U.S. FMCSA regulations, “Commercial Driver’s License Standards, Requirements, and Penalties,” 49 C.F.R. part 383, and “State Compliance with Commercial Driver's License,” 49 C.F.R. part 384, to the extent applicable, with the substance abuse requirements and guidance of U.S. FMCSA’s regulations, “Drug and Alcohol Use and Testing Requirements,” 49 C.F.R. part 382, and implementing federal guidance, to the extent applicable.

Section 34. Safe Operation of Motor Vehicles.

- a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, by:
 - (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and
 - (2) Including a “Seat Belt Use” provision in each third party agreement related to the Award.
- b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with:
 - (1) Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note,
 - (2) U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009,
 - (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:
 - (a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a

- privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award,
- (b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and
 - (c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

Section 35. Substance Abuse.

- a. Drug-Free Workplace. The Recipient agrees to:
 - (1) Comply with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 8103 *et seq.*,
 - (2) Comply with U.S. DOT regulations, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance),” 49 C.F.R. part 32, and
 - (3) Follow and facilitate compliance with U.S. OMB regulatory guidance, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance),” 2 C.F.R. part 182, particularly where the U.S. OMB regulatory guidance supersedes comparable provisions of 49 C.F.R. part 32.
- b. Alcohol Misuse and Prohibited Drug Use.
 - (1) Requirements. The Recipient agrees to comply and assures that its Third Party Participants will comply with:
 - (a) Federal transit laws, specifically 49 U.S.C. § 5331,
 - (b) FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” 49 C.F.R. part 655, and
 - (c) Applicable provisions of U.S. DOT regulations, “Procedures for Transportation Workplace Drug and Alcohol Testing Programs,” 49 C.F.R. part 40.
 - (2) Remedies for Non-Compliance. The Recipient agrees that if FTA determines that the Recipient or a Third Party Participant receiving federal assistance under 49 U.S.C. chapter 53 is not in compliance with 49 C.F.R. part 655, the Federal Transit Administrator may bar that Recipient or Third Party Participant from receiving all or a portion of the federal transit assistance for public transportation it would otherwise receive.

Section 36. Protection of Sensitive Security and Other Sensitive Information.

- a. The Recipient agrees to comply with the following requirements for the protection of sensitive security information:

- (1) The Homeland Security Act, as amended, specifically 49 U.S.C. § 40119(b), and U.S. DOT regulations, “Protection of Sensitive Security Information,” 49 C.F.R. part 15,
- (2) The Aviation and Transportation Security Act, as amended, 49 U.S.C. § 114(r), and U.S. Department of Homeland Security, Transportation Security Administration regulations, “Protection of Sensitive Security Information,” 49 C.F.R. part 1520, and
- (3) U.S. DOT Common Rules, which require the Recipient to implement, and to require its Subrecipients, if any, to implement, reasonable measures to safeguard protected personally identifiable information as well as any information that the FTA or pass-through entity designates as sensitive.

Section 37. Special Notification Requirements for States.

- a. Types of Information. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:
 - (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project,
 - (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized, and
 - (3) The amount of federal assistance FTA has provided for a State Program or Project.
- b. Documents. The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals, or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

Section 38. Freedom of Information.

- a. Applicability. The Recipient agrees that the Freedom of Information Act (FOIA), 5 U.S.C. § 552, as amended, applies to most information submitted to FTA and U.S. DOT, whether electronically or in typewritten hard copy.
- b. Records. The Recipient agrees that all applications and materials it submits to FTA that are related to its Award have or will become federal agency records, and are or will be subject to FOIA and to public release through individual FOIA requests, unless FTA determines that a valid exemption under FOIA or another statute applies.
- c. Confidentiality. President Obama’s “Memorandum for the Heads of Executive Departments and Agencies on the Freedom of Information Act,” dated January 21, 2009, directs federal agencies to adopt a presumption that information should generally be disclosed when requested, and therefore the Recipient agrees that:
 - (1) Unless a federal law or regulation requires that a document or other information be withheld, FTA does not consent to withhold information, irrespective of its format, merely because it is accompanied by a “routine” confidentiality statement that may appear on:

- (a) Information about the Award, the accompanying Underlying Agreement, and any Amendments thereto,
 - (b) Information accompanying or supplementing the Award, the accompanying Underlying Agreement, and any Amendments thereto, or
 - (c) Any other information FTA may obtain.
- (2) As provided in federal laws, regulations, requirements, and guidance, FTA will review the information and documents that are the subject of each FOIA request to determine the extent to which FTA must or should exercise its discretion to withhold that information or those documents.
- (3) Any genuinely confidential or privileged information should be marked clearly and specifically, and justified as confidential or privileged under FOIA standards.

Section 39. Disputes, Breaches, Defaults, or Other Litigation.

- a. FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.
- b. Notification to FTA. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel, or FTA Regional Counsel for the Region in which the Recipient is located.
 - (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
 - (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
 - (3) If the Recipient has credible evidence that a Principal, Official, Employee, Agent, or Third Party Participant of the Recipient, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 *et seq.*, or has committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance, the Recipient must promptly notify the U.S. DOT Inspector General, in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located.
- c. Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA's prior written concurrence.
- d. Enforcement. The Recipient must pursue its legal rights and remedies available under any third party agreement, or any federal, state, or local law or regulation.

Section 40. Amendments to the Underlying Agreement.

- a. When Required. An Amendment to the Underlying Agreement is required under the following circumstances:
 - (1) A change in the scope of work or addition of federal assistance to an existing Award (regardless of whether the source of assistance is the same or different);
 - (2) Changes to the scope of work that necessitate a change in the distribution of federal assistance across scope codes or activities; or
 - (3) The Award includes multiple sources of financial assistance and the action requires the addition of a new Scope to a Project.
- b. Process. An amendment to the Underlying Agreement must be submitted through and approved in FTA's Electronic Award Management System, and must meet the same application requirements as a request for a new Award.

Section 41. FTA's Electronic Award Management System.

The Recipient agrees that it will submit its application for an Award, reports, documents, or other required information through FTA's electronic award management system, also known as TrAMS. To submit information, reports, and documents to FTA, any signature submitted in TrAMS must comply with the Electronic Signatures in Global and National Commerce Act (E-Sign Act), Public Law No. 106-229, June 30, 2000, 15 U.S.C. §§ 7001 *et seq.*

Section 42. Information Obtained through Internet Links.

Although this Master Agreement may include electronic links to federal laws, regulations, requirements, and guidance, FTA does not guarantee the accuracy of information accessed through such links. Accordingly, the Recipient understands and agrees that any information obtained through any electronic link within this Master Agreement does not represent an official version of a federal law, regulation, or requirement, and might be inaccurate. Thus, information obtained through such links is neither incorporated by reference nor made part of this Master Agreement. The *Federal Register* and the *Code of Federal Regulations* are the official sources for regulatory information pertaining to the Federal Government.

Section 43. Severability.

The Recipient agrees that if any provision of the Underlying Agreement or any Amendments thereto is determined invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

SPECIAL PROVISIONS FOR SPECIFIC PROGRAMS

Section 44. Special Provisions for All Public Transportation Innovation, Technical Assistance or Workforce Development Programs.

- a. Applicability. The Recipient understands and agrees that this section applies to the following programs to which FTA provides federal assistance, including the following programs:
- (1) Programs authorized under 49 U.S.C. § 5312, irrespective of the fiscal year for which the appropriations that supported the Underlying Agreement were authorized,
 - (2) Programs authorized under former 49 U.S.C. § 5313, irrespective of the fiscal year for which the appropriations that supported the Underlying Agreement were authorized,
 - (3) Programs authorized under 49 U.S.C. § 5314, irrespective of the fiscal year for which the appropriations that supported the Underlying Agreement were authorized,
 - (4) Programs authorized by the repealed section 3045 of SAFETEA-LU,
 - (5) Programs authorized under repealed section 3046 of SAFETEA-LU, and
 - (6) Other similar Programs for which FTA awards federal assistance under 49 U.S.C. §§ 5312 or 5314, as amended by the FAST Act, or other authorizing legislation.
- b. Provisions for Underlying Agreements for Public Transportation Innovation or Technical Assistance and Workforce Development Awards. The Recipient agrees that the following provisions will apply to the Underlying Agreement for a Public Transportation Innovation or Technical Assistance and Workforce Development Project or related activities:
- (1) Report. The Recipient agrees that in addition to any other Report FTA may require, the Recipient will prepare and submit to FTA a Report of each Project and related activities that describes the subject (or subjects) investigated, the methods used, the results, and the conclusions reached, is satisfactory, sufficiently organized, well-written, and comprehensive.
 - (2) Disclaimer. The Report must contain the following disclaimer:

This document is disseminated under the sponsorship of the United States Department of Transportation, Federal Transit Administration, in the interest of information exchange. The United States government assumes no liability for the contents or use thereof.

The United States government does not endorse products or manufacturers. Trade or manufacturers' names appear herein solely because they are considered essential to the contents of the report.
 - (3) Format. The Report must comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and the specific publication elements and report style guide at http://www.fta.dot.gov/research/program_requirements. The Report must identify clearly and precisely any specific information or data that is confidential, privileged, or proprietary that is contained within any report or document.
 - (4) Publication. Except for confidential, privileged, or proprietary information in the Report, FTA may publish the Report, and make it available for publication on the Internet or in any other venue.
 - (5) Identification of Federal Assistance. The Recipient agrees that:

- (a) It will display notice on any product developed with federal assistance for 49 U.S.C. § 5312 that the U.S. Department of Transportation, Federal Transit Administration provided federal assistance to support the development of the product that is tangible and is produced from, or is a result of, a Project, is a deliverable, and visible to the public, or is or will be made available to other research organizations, or public transportation providers, and consists of equipment, a prototype, hardware, construction, reports, data, software, internet pages, or any similar item.
 - (b) The notice will be given using an appropriate sign, designation, or notice.
- c. Special Disposition Provision. In addition to other disposition provisions, FTA may vest title in tangible personal property used in the conduct of basic or applied scientific research in a nonprofit institution of higher education or in a nonprofit organization whose primary purpose is conducting scientific research, provided the requirements of 31 U.S.C. § 6306 are met.
- d. Protection of Human Subjects. The Recipient agrees to comply with protections for human subjects involved in a Project or related activities supported through the Underlying Agreement as required by the National Research Act, as amended, 42 U.S.C. § 289 *et seq.*, and U.S. DOT regulations, “Protection of Human Subjects,” 49 C.F.R. part 11.
- e. Protection of Animals. The Recipient agrees to comply with the protections for animals involved in a Project or related activities, as required by the Animal Welfare Act, as amended, 7 U.S.C. § 2131 *et seq.*, and U.S. Department of Agriculture regulations, “Animal Welfare,” 9 C.F.R. parts 1, 2, 3, and 4.
- f. Export Control. The Recipient understands and agrees that before exporting any information that is subject to federal export requirements, it must first obtain the necessary federal license(s), and comply with the federal export control regulations of the U.S. Department of Commerce, Bureau of Industry and Security, “Export Administration Regulations,” specifically, 15 C.F.R. parts 730 *et seq.*, U.S. Department of State, U.S. Department of the Treasury, and U.S. Department of Defense.

Section 45. Special Provisions for the State Safety Oversight Grant Program.

- a. Applicability. The Recipient agrees that this section applies to any State Safety Oversight Grant Program Award, the accompanying Underlying Agreement, and any Amendments thereto, supported with federal assistance for 49 U.S.C. § 5329(e)(6).
- b. Federal Laws, Regulations, Requirements, and Guidance. In administering any State Safety Oversight Grant Program Award under 49 U.S.C. § 5329(e)(6), as amended by the FAST Act, the Recipient agrees to comply with the following:
 - (1) 49 U.S.C. § 5329(e)(6), as amended by the FAST Act,
 - (2) 49 U.S.C. § 5330, which is repealed three (3) years after the effective date of the final FTA State Safety Oversight regulations required under 49 U.S.C. § 5329(e), as amended by the FAST Act and section 20021(b) of MAP-21,

- (3) 49 C.F.R. part 659, until those regulations are repealed or superseded by regulations that FTA promulgates in the future that implement 49 U.S.C. § 5329(e) as amended by the FAST Act,
 - (4) Other applicable federal laws, regulations, and requirements, and the Underlying Agreement and any Amendments thereto, and all other applicable provisions of this Master Agreement, and
 - (5) Applicable federal guidance, including the most recent FTA Notice of Availability for federal assistance made available for the State Safety Oversight Grant Program authorized by MAP-21, to the extent that its provisions are consistent with applicable requirements of 49 U.S.C. chapter 53, and other applicable federal laws, regulations, requirements, and guidance.
- c. Other Special Provisions for State Safety Oversight Grant Program. The Recipient agrees that federal assistance for the State Safety Oversight Grant Program will be used to develop or carry out its State Safety Oversight Grant Program for purposes of coming into compliance with 49 U.S.C. §§ 5329(e)(3) and 5329(e)(4), including the establishment of a State Safety Oversight Agency (SSOA) that:
- (1) Has an appropriate staffing level that is commensurate with the number, size, and complexity of the rail fixed guideway public transportation systems that the Recipient oversees,
 - (2) Requires its employees and other designated personnel of the SSOA who are responsible for rail fixed guideway public transportation safety oversight to be qualified to perform such functions through appropriate training, including successful completion of the public transportation safety certification training program when established under 49 U.S.C. § 5329(c), and
 - (3) Is prohibited from receiving federal assistance from any public transportation agency that the SSOA oversees pursuant to 49 U.S.C. § 5329(e)(4).

Section 46. Special Provisions for the State Infrastructure Bank (SIB) Program.

- a. Federal Laws, Regulations, Requirements, and Guidance. The State, as the Recipient, agrees to administer its Underlying Agreement to support its SIB consistent with federal laws, regulations, requirements, and guidance, including, but not limited to:
- (1) Title 23, U.S.C. (Highways), specifically 23 U.S.C. § 610, to the extent required under the FAST Act, and other applicable federal legislation,
 - (2) Federal transit laws, specifically 49 U.S.C. § 5323(o), which requires compliance with 49 U.S.C. §§ 5307, 5309, and 5337 for Underlying Agreements to which MAP-21 and the FAST Act apply,
 - (3) Section 350 of the National Highway System Designation Act of 1995, as amended, (NHS Act), 23 U.S.C. § 101 note, to the extent this section has not been superseded by 23 U.S.C. § 610,
 - (4) Any federal law enacted or federal regulation or requirements promulgated at a later date applicable to the Underlying Agreement,
 - (5) All other applicable federal guidance that may be issued,
 - (6) The terms and conditions of any U.S. DOL certification(s) of employee protective arrangements,

- (7) The SIB Cooperative Agreement establishing the SIB in the state, signed by the Executive Director of the Build America Bureau, the Federal Transit Administrator, authorized state official(s) or their authorized designees, and if applicable, the administrator (or designee) for any other federal modal agency that the State wishes to include in its SIB, and
 - (8) The FTA Grant Agreement providing federal assistance for the Underlying Agreement in support of its SIB, except that any provision of this Master Agreement that would otherwise apply to a SIB Project does not apply to the Underlying Agreement if it conflicts with any other federal law or regulation applicable to a SIB, federal SIB Guidelines, the SIB Cooperative Agreement, or the Underlying Agreement, or the Underlying Agreement, but the conflicting provision of this Master Agreement will prevail, however, if FTA expressly determines so in writing.
- b. Limitations on Accessing Federal Assistance in the Transit Account. The Recipient understands that the total amount of federal assistance awarded under the Grant Agreement to be supported with SIB deposits may not be available for immediate withdrawal. The State and the Recipient agree to restrict the amount of federal assistance it withdraws from its SIB to an amount not exceeding the limits specified in its Grant Agreement in support of the SIB or the Award Budget for that Grant Agreement.

Section 47. Special Provisions for the TIFIA Program.

- a. Federal Laws, Regulations, Requirements, and Guidance. The Recipient agrees to administer any Underlying Agreement financed with federal credit assistance authorized by the Transportation Infrastructure Finance and Innovation Act (TIFIA), as amended, as required under:
- (1) Title 23, U.S.C. (Highways), specifically 23 U.S.C. §§ 601 – 609, to the extent required under the FAST Act, and other applicable federal legislation,
 - (2) Federal transit laws, more specifically 49 U.S.C. § 5323(o), which requires compliance with 49 U.S.C. §§ 5307, 5309, and 5337 for any Underlying Agreement to which 49 U.S.C. chapter 53 apply,
 - (3) Section 350 of the National Highway System Designation Act of 1995, as amended,
 - (4) Joint U.S. DOT and FTA regulations, “Credit Assistance for Surface Transportation Projects,” 49 C.F.R. parts 80 and 640 that have not been superseded by the FAST Act, or any other statute in effect and that applies to the matter at issue, and
 - (5) Any federal statute signed into laws and regulations promulgated at a later date that would affect the Underlying Agreement.
- b. Default. The Recipient agrees that FTA may declare the Recipient in violation of the Master Agreement if it has defaulted on a TIFIA Loan, Loan Guarantee, Line of Credit, or Master Credit Agreement, and that default has not been cured within 90 days.
- c. Order of Precedence. Any provision of this Master Agreement that is applicable to the Recipient’s Underlying Agreement for TIFIA assistance and Recipient, but that conflicts with the laws, regulations, and requirements identified in this section, will not apply to the

Recipient's TIFIA Loan, Loan Guarantee, Line of Credit, or Master Credit Agreement, unless FTA determines otherwise in writing.

Section 48. Special Provisions for the Joint FTA – FRA Program.

- a. General Legal Requirements. When both FTA and the U.S. Federal Railroad Administration (FRA) make federal assistance available for the same Underlying Agreement, the Recipient understands and agrees that it will administer the Underlying Agreement to achieve maximum compliance with FTA's statutory and regulatory requirements, FRA's statutory and regulatory requirements, and other federal statutory requirements.
- b. Disadvantaged Business Enterprises.
 - (1) The Recipient acknowledges and understands that the statutory and regulatory provisions relating to disadvantaged business enterprises (DBE) differ significantly between FTA and FRA, including Section 1101(b) of the FAST Act (23 U.S.C. § 101 note) and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, both of which apply to FTA, but not to FRA.
 - (2) FRA is not authorized to use FTA's DBE regulations, and consequently the Recipient agrees to comply with the statutory and regulatory DBE provisions that apply to federal assistance provided by FTA when using that federal assistance for purchases.
 - (3) The Recipient agrees to use the "contracting with small and minority firms, women's business enterprise" provisions of the applicable U.S. DOT Common Rules.
- c. Buy America. The Recipient agrees that statutory and regulatory Buy America provisions that apply to federal assistance authorized for FTA differ from those that apply to federal assistance authorized for FRA. Therefore, the Recipient agrees that:
 - (1) It must comply with FTA's statutory and regulatory Buy America provisions to the extent that the purchases are for a Project or related activities that implement the Underlying Agreement,
 - (2) It must comply with FRA's statutory and regulatory Buy America provisions, specifically section 301(a) of the Passenger Rail Investment and Improvement Act of 2008 (PRIIA), Pub L. 110-432, October 16, 2008, and 49 U.S.C. § 24405(a), to the extent that the purchases are required to comply with FRA Buy America requirements, and
 - (3) If it uses federal assistance authorized for FTA and for FRA to finance a purchase, the Recipient agrees that it must comply with both FTA's and FRA's requirements.
- d. Force Account – Procurement. The Recipient agrees that FTA deems section 16.k of this Master Agreement to be satisfied for work that is performed by the railroad's force account employees if a Project or related activities are being conducted on the property of a railroad, and under the railroad's collective bargaining agreements with its employees, certain work to be performed for the Recipient must be performed by force account employees.
- e. Procurement of Rolling Stock. The Recipient agrees that if FRA requires the Recipient to acquire any rolling stock for the Underlying Agreement from the Next Generation Corridor

Equipment Pool Committee that has been established under section 305 of PRIIA, FTA deems section 15 of this Master Agreement to be satisfied.

- f. Use of Real Property, Equipment, and Supplies. The Recipient agrees that application of section 19 of this Master Agreement is reserved.
- g. Davis-Bacon. The Recipient agrees that, as provided in 49 U.S.C. § 24312, wages paid to railroad employees at rates provided in a collective bargaining agreement negotiated under the Railway Labor Act, 45 U.S.C. § 151 *et seq.*, are deemed to comply with the requirements of the Davis-Bacon Act, 40 U.S.C. § 3141 *et seq.*, and satisfy section 24 of this Master Agreement.
- h. Employee Protective Arrangements. The Recipient agrees to pass down to a railroad employee subject to the Railway Labor Act, 45 U.S.C. § 151 *et seq.*, protective arrangements as provided in a special Attachment to FTA's Grant Agreement or Cooperative Agreement with the Recipient, and not pass down employee protective arrangements as provided in section 24 of this Master Agreement.
- i. Motor Carrier Safety. The Recipient agrees that railroad signal employees and their employers must comply with the hours of service requirements of 49 U.S.C. § 21104, *see* 49 U.S.C. § 21104(e), and FRA's hours of service regulation, specifically 49 C.F.R. part 228, and Section 31 of this Master Agreement does not apply to railroad signal employees concerning hours of service.
- j. Railroad Safety. The Recipient agrees that a railroad subject to FRA's safety jurisdiction must comply with the federal railroad safety laws.

###

APPENDIX A

TRIBAL TRANSIT PROGRAM – APPLICABLE PROVISIONS

FTA recognizes that several provisions of the Master Agreement generally applicable to other programs do not apply to the Tribal Transit Programs or the Indian Tribes that are the Direct Recipients of federal assistance under those Programs. The following sections of the Master Agreement are not applicable to the Tribal Transit Programs:

Section 14.a(1) & 14.b – Private Enterprise

Section 22.e – Relocation and Real Property

Section 27 – State Management and Monitoring Systems

Section 30 – Geographic Information and Related Spatial Data

Section 37 – Special Notification Requirement for States

However, this list is not intended to be comprehensive and FTA may determine that other provisions are applicable depending upon the Underlying Agreement for the Tribal Transit.

PUBLIC HEARING NOTICE

Notice is hereby given that the City of Marshalltown will be holding a public hearing on the FY 2019 Consolidated Transit Funding Application for Marshalltown Municipal Transit public transit program on April 23, 2018 at 5:30 p.m. at the Marshalltown City Hall Council Chambers at 10 W State St, Marshalltown. Copies of the application are available for viewing at the Marshalltown Municipal Transit office at 905 E. Main Street, Marshalltown. Phone 641-754-5719.

The City of Marshalltown will be applying for the following projects:

\$157,027	State Transit Assistance
\$189,752	Federal Transit Administration (FTA) – 5311 Nonurbanized Formula Program

The federal/state funds listed above will be matched with local funds.

Rich Stone
Marshalltown Municipal Transit

PUBLIC NOTICE

The Marshalltown City Council will hold a public hearing on a proposal for adoption by reference, with certain amendments, the 2017 National Electrical Code, specifically the National Electrical Code, 2017 edition, published by the National Fire Protection Association, 1 Batterymarch Park, Quincy MA 02169-7471. The hearing will occur in conjunction with the final reading of Ordinance 14972 to amend the code of ordinances, City of Marshalltown, Iowa by adopting the 2017 National Electrical Code, by reference as amended, at 5:30 PM on Monday, April 23, 2018, at the Marshalltown City Council Chambers at 10 West State Street, Marshalltown, Iowa. Any individual may file written comments and/or be heard at said hearing.

More information on this proposed ordinance and the electrical code as referenced are available for public inspection at the City Clerk's office during normal business hours.

This notice is published by order of the City Council pursuant to sections 362.3 and 380.10 of the Code of Iowa.

Shari L. Coughenour, City Clerk
City of Marshalltown

380.10 Adoption by reference.

A city may adopt the provisions of any statewide or nationally recognized standard code or portions of any such code by an ordinance which identifies the code by subject matter, source and date, and which incorporates the provisions of the code or portions of the code by reference without setting them forth in full. Copies of the proposed code or portions of such code shall be available at the office of the city clerk.

362.3 Publication of notices.

Unless otherwise provided by state law:

1. If notice of an election, hearing, or other official action is required by the city code, the notice must be published at least once, not less than four nor more than twenty days before the date of the election, hearing, or other action.

ORDINANCE ADOPTING THE NATIONAL FIRE PROTECTION
ASSOCIATION 70 - 2014 NATIONAL ELECTRIC CODE AS THE
CITY OF MARSHALLTOWN ELECTRICAL CODE
EFFECTIVE

WHEREAS the State of Iowa is adopting the 2017 National Electric Code effective ; and

WHEREAS the City of Marshalltown licenses Electrical Contractors, Journeymen Electricians, and issues Electrical Permits; and

WHEREAS the City Council finds the adoption of the 2017 National Electric Code is in the best interest of the City of Marshalltown, Iowa.

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

Section 1. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by repealing Section 11-4 and enacting the following as a substitute:

"11-4. The 2017 National Electrical Code as recommended by the National Fire Protection Association is hereby adopted in full, by reference, specifically the National Electrical Code, 2017 edition, published by the National Fire Protection Association, 1 Batterymarch Park, Quincy MA 02169-7471, except as amended by Section 11-5."

Section 2. Section 11-5. Amendments to the Current National Electric Code, be repealed and enacting the following as a substitute:

With the exception that Rule 661-504.1 (103) be rescinded and adopt in lieu thereof the following **new** rule.

661—504.1(103) Installation requirements. The provisions of the National Electrical Code, 2017 edition, published by the National Fire Protection Association, 1 Batterymarch Park, Quincy MA 02169-7471, are adopted as the requirements for electrical installations performed by persons licensed pursuant to 661—Chapters 500 through 503 and to installations subject to inspection pursuant to Iowa Code chapter 103 with the following amendments.

504.(1) Add the following exceptions to section 210.8, paragraph (A), subparagraph (2):

- a. Exception No.1 to (2): Receptacles that are not readily accessible>
- b. Exception No.2 to (2): A single receptacle or a duplex receptacle for two appliances located within dedicated space for each appliance that, in normal use, is not easily moved from one place to another and that is cord-and-plug connected in accordance with 400.7 (A)(6), (A)(7), or (A)(8).
- c. Receptacles installed under the exceptions to 210.8(A)(2) shall not be considered as meeting the requirements of 210.52 (G).

504.1(2) Add the following exceptions to section 210.8 (A)(5).

- a. Exception No.2 to (5): Receptacles that are not readily accessible.
- b. Exception No.3 to (5): A single receptacle or a duplex receptacle for two appliances located within dedicated space for each appliance that, in normal use, is not easily moved from one place to another and that is cord-and-plug connected in accordance with 400.7 (A)(6), (A)(7) or (A)(8).
- c. Receptacles installed under the exceptions to 210.8(A)(5) shall not be considered as meeting the requirements of 210.52(G).

504.1(3) Eliminate the exception to the section 220.12 and instead implement the following exception;

Exception: Where the building is designed and constructed to comply with an energy code adopted by the local authority, the lighting load shall be permitted to be calculated at the values specified in the energy code.

504.1(4) Eliminate section 406.4(d)(4).

504.1(5) Eliminate section 210/12b/

This rule is intended to implement Iowa Code chapter 103.

Section 3. The Clerk of the City of Marshalltown shall publish the public hearing notice as required by law.

Section 4. That this ordinance shall be set for public hearing as by law provided on the 23rd day of April, 2018, and shall be in full force and effect after its passage and publication as provided by law.

Passed this day of , 2018, and signed this day of , 2018.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

I, Shari L. Coughenour, CMC, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the foregoing ORDINANCE was passed and approved by the City Council of the City of Marshalltown, Iowa, on the day of , 2018, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the day of , 2018.

Shari L. Coughenour, CMC, City Clerk



Joel Greer, Mayor
Jessica Kinser, Administrator
Justin Nickel, Public Works
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

DEPARTMENT OF PUBLIC WORKS

January 2 2018

To: **Mayor Joel Greer**
Members of the Marchalltown City Council

From: Dave Daters
City Electrical Inspector

RE: Adoption of the 2017 National Electric Code

Policy Issue: Adopting the latest electrical code requires Governing Eody Approval

Recommendation: Staff recommends adopting the 2017 National Electric Code

Background: The National Electric Code is updated every three years to modify and clarify existing rules. The State of Iowa has adopted the 2017 National Electric Code and to coincide with the State, the City should adopt the 2017 National Electric Code in its entirety with no exceptions.

Budget Impact: None

Attachments: None

Cc: Jessica Kinser, City Administrator

City Council
Susan Cahill, Mike Gowdy, Al Hoop,
Leon Lemar, Bill Martin, Bethany Wirin, Gabriel Isom





Joel T.S. Greer, Mayor
Jessica Kinser, 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 17, 2018

To: Mayor Joel T.S. Greer
Members of the City Council

From: Justin Nickel
Director of Public Works

Re: Budget and Procurement Procedures for Furniture, Fixtures and Equipment for the Police and Fire Facility

Policy Issue: City policy allows for the use of State Bids or Purchasing Consortiums

Recommendation: Staff recommends approving the increased budget amount of \$750,000 for furniture, fixtures and equipment. Staff also recommends using state bid or national purchasing contract for procurement of furniture and fixtures where applicable.

Background: Staff has worked with furniture, fixtures and equipment vendors to estimate the costs for these items. Current estimates exceed the line item budget for these items. The current budget is \$488,744 estimated during design utilizing a percentage of the building cost. As staff has compiled information and quantities for FFE, this budget estimate is insufficient. Staff recommends the increased budget amount of \$750,000 for furniture, fixtures and equipment.

Budget Impact: There are sufficient funds to increase the budget line item for furniture, fixtures and equipment. These costs can be offset by utilizing storm water bond funds for the design and construction of the drainage improvements. These bond funds are currently available and were slated for use on levee improvements. The levee improvements will not be ready for construction until 2019 or later due to Army Corp of Engineer review.

Attachment: PD and FD equipment and furniture inventory

cc: Jessica Kinser, City Administrator

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop,
Gabe Isom, Bill Martin, Bethany Wirin



MFD Equipment/Furniture Inventory



Reuse filing cabinet, bookcases, and office chair.



Reuse bookcases and filing cabinet.



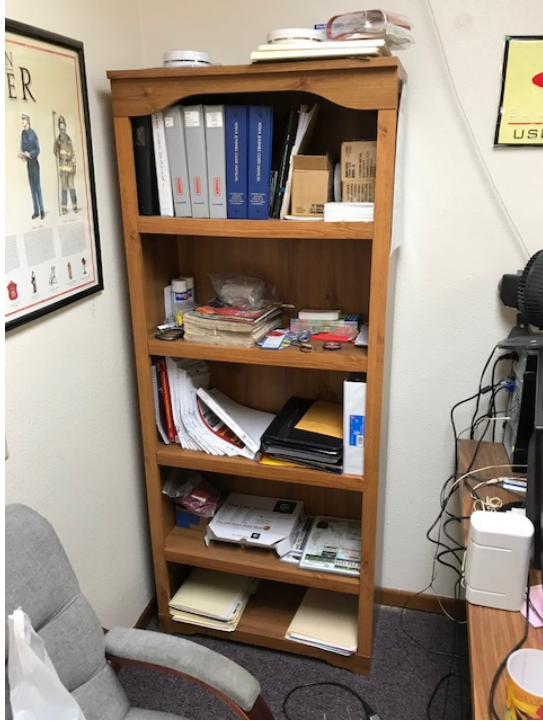
Can be reused, but only have 4 this style.



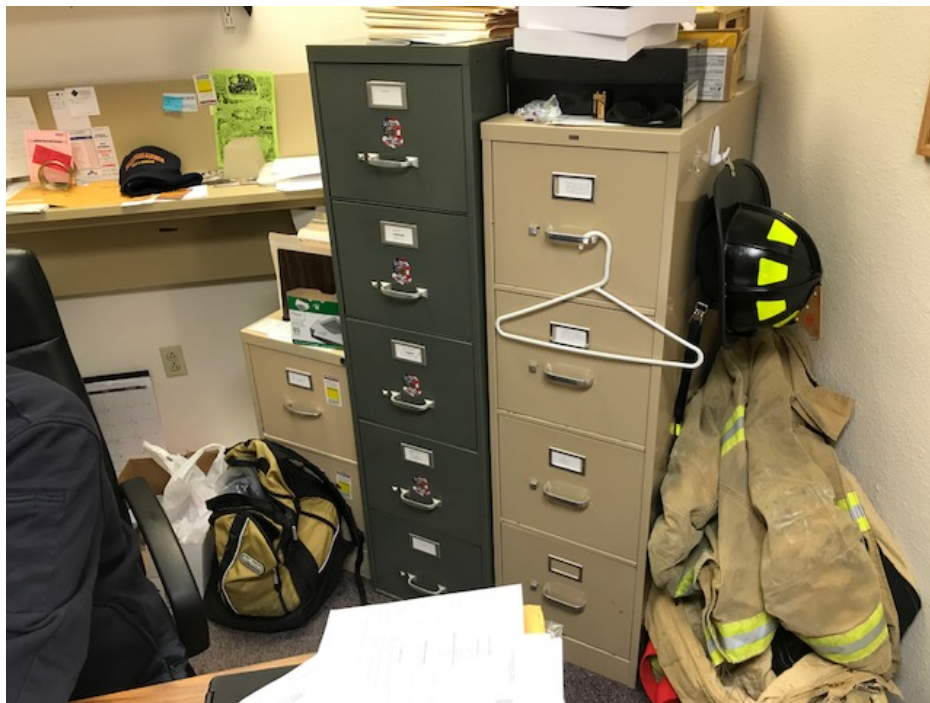
Can be reused, but only have 4 this style.



Not for reuse.



Can reuse bookcase and filing cabinets from Inspector Office.





Computer lab. Computers, 5 total, out of date with software (Vista).



Office chairs. Most with torn arms and seats. The gray chairs have 4 that match, but 2 have broken backs.





Dayroom furniture and end tables.
Nothing reusable except for the
television, which will be used in the
small training room.





Kitchen table and chairs. Table laminate top is chipped around the entire table and chairs have either torn backs or seats.



Plymovent system – We will be reusing parts of the tracking and large piping.



SCBA compressor and fill station and
extractor washers being reused.



Portions of the station paging/alerting system being reused.



Air compressor being reused in the MPD sally port.



Bed could be reused. Mattresses may need to be replaced.



Equipment and Furnishing Needs

1. Office furnishings to include matching desks, small conference tables, chairs, and bookcases.
2. Kitchen table and chairs.
3. Kitchen appliances to include commercial range, ice maker, refrigerators, and dishwasher.
4. Heavy duty washer and dryer.
5. Dayroom furniture to include chairs and end tables.
6. Bedroom furnishings to include night stand, chairs, mattresses and potentially frames.
7. CAD interface for station alerting system.
8. Tables and chairs for report writing room.
9. Computers for additional work stations and to replace units in the computer lab.
10. Gear storage lockers. Initially, we were told this was included in the hard costs for construction as they are attached to the building. This was not the case and now need to be in the soft cost line.
11. Hose storage racks and hose cleaner.
12. I-Plan table to allow for electronic submittal and storage of plans.

MARSHALLTOWN POLICE DEPARTMENT

Fixtures, Equipment, & Furnishings

FIXTURES

- High Density Mobile Storage System: Records, Evidence.
- Lockers: men's & women's locker rooms, SWAT room, dispatch.
- Benches: men's & women's locker rooms.
- 4-Post Shelving: Ammo Room, Armory Room, Long Guns Room, Narcotics Room, Firearms Room.
- Evidence Pass-Thru Lockers.
- Blood Drying Cabinet.
- Workbench: Weapons Cleaning & Bike Patrol Workshop.
- Outdoors: Bike racks, picnic table, benches.

EQUIPMENT

- Evidence Processing: Fuming Chamber, Containment Hood, Powder Station, Refrigerator (reuse existing), Freezer (reuse existing).
- Live-Scan Fingerprint Machine.
- Desktop Computers: move all existing computers. Purchase 8 new.
- Copiers: move current patrol unit to detectives, move current records unit to booking. Purchase new unit for records, administration & patrol.
- TVs: move briefing room TV.
- Appliances: Police Break Room - refrigerator, range, microwave, coffee maker (reuse existing). Administration & Detectives - under counter refrigerator.
- Phones: move all existing phones.
- Ancillary items: dual mount monitor arms, keyboard trays, chair mats, trash cans, recycling bins, clocks.

FURNISHINGS

- Current furnishings are pictured for review.
- Items for potential reuse are noted.
- Our space has significantly expanded.

FRONT LOBBY

- 3-seat poly bench



ADMINISTRATION WAITING AREA

- 2 Guest Chairs (*scratches*)
- Vinyl Guest Seat
- Coffee Table



Reuse P237 Lactation Room

BREAK ROOM

- Wood table
- 4 chairs



FURNISHINGS

CHIEF OF POLICE

- 71"L x 35.5"W Executive style laminate desk (47" right return)
- Credenza
- 3-Shelf bookcase
- 1 Guest chairs arms
- 2 Guest chair no arms
- Task chair



Reuse P242-Comm Outreach



Reuse P242-Comm Outreach



Reuse P242-Comm Outreach



Reuse P155-Briefing Room



Reuse P100-Interview 1

FURNISHINGS

ADMINISTRATIVE SERVICES CAPTAIN

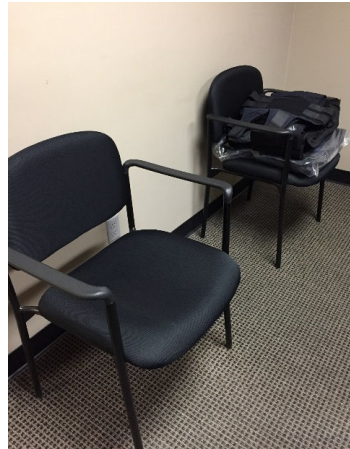
- 71"L x 35.5"W Executive style laminate desk (no return)
- Credenza
- 3-Shelf bookcase
- 2 Guest chairs arms
- 1 Guest chair no arms
- Task chair



Reuse C106-Emergency
Operations Office



Reuse C106-Emergency
Operations Office



Reuse P100-Interview 1



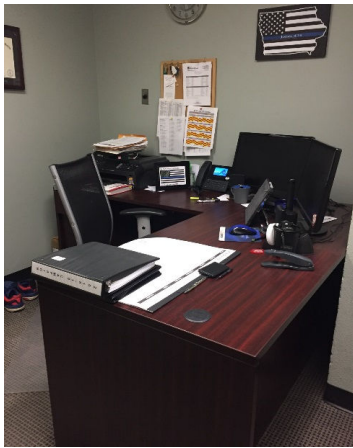
Reuse P155-Briefing Room



FURNISHINGS

OPERATIONS CAPTAIN

- 65" Laminate desk (47" left return)
- 5-drawer cabinet
- 4-drawer file cabinet
- 2-drawer file cabinet
- 2 Guest chairs arms
- 1 Guest chair no arms
- *(Personally purchased furniture pictured: task chair, book shelf)*



Reuse P100-Interview 1



Reuse



Reuse



Reuse P155-Briefing Room



Reuse P101-Interview 2

FURNISHINGS

SPECIAL SERVICES CAPTAIN

- 65" Laminate desk (47" left return)
- Credenza (*damaged*)
- 2 Guest chairs no arms
- Task chair



Reuse P101-Interview 2



Reuse P155-Briefing Room



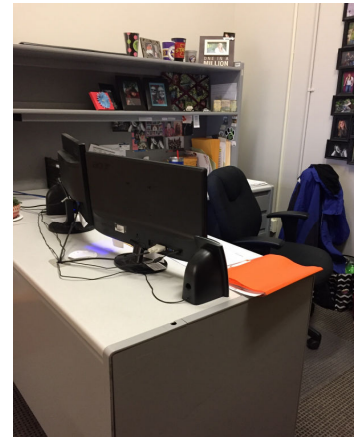
FURNISHINGS

RECORDS

- Metal/Laminate desk (*drawers don't stay shut*)
- Task chair
- 2-drawer fire proof file cabinet
- Metal/Laminate desk (*from Craig's list*)
- Task chair



Reuse P160-Records



FURNISHINGS

RECORDS

- 65" Laminate desk (47" right return)
- Task chair
- 2-drawer file cabinet
- 5-drawer file cabinet
- 3-drawer file cabinet
- Metal desk, slider chair



Reuse P208-Secure Files



FURNISHINGS

ADMINISTRATIVE ASSISTANT

- Metal/Laminate desk (*hutch door is broke*)
- Task chair
- 4-drawer file cabinet
- 2 Guest arms chairs



Reuse C106-Emergency
Operations Office



Reuse P208-Secure Files



Reuse P101-Interview 2

FURNISHINGS

BOOKING AREA

- Laminate (*extensive damage*)
- Task chair
- 2 slide guest chairs
- Metal desk



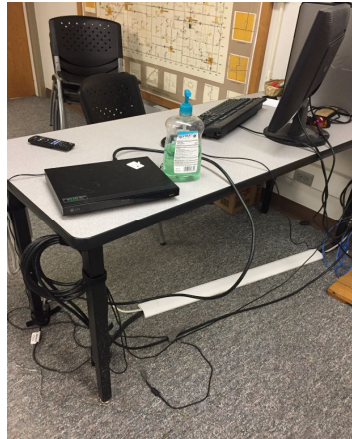
FURNISHINGS

BRIEFING ROOM

- 8 – Metal/laminate tables
- 1 – Metal/laminate table
- 36 – plastic chairs



Reuse P155-Briefing Room



Reuse



Reuse

INTERVIEW ROOM

- Writing table
- 2 Guest chairs no arms
- 1 Guest chair arms

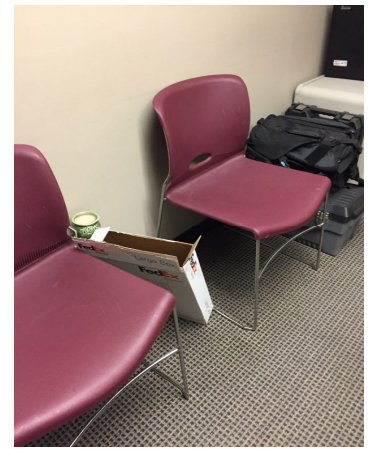


Reuse chairs P155-Briefing

FURNISHINGS

CRIME SCENE TECHNICIAN

- 65" Laminate desk (47" left return) (*drawers don't stay shut*)
- Task chair
- Fire safe
- 2 – bamboo shelves
- 2 – slide guest chairs

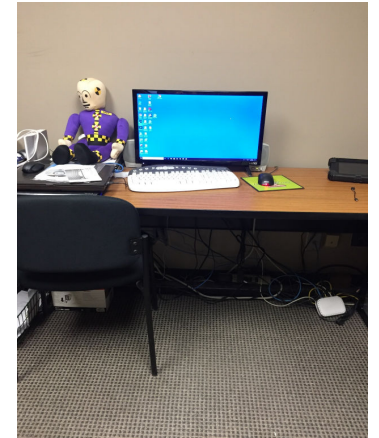
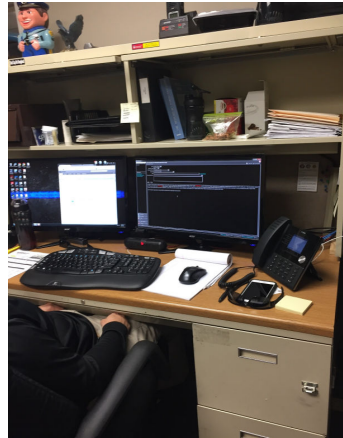


Reuse P117-CST

FURNISHINGS

DETECTIVES

- Metal/Laminate desk (*extensive damage*)
- Task chair
- Metal/Laminate desk
- Side table
- Training table



Reuse P224-Detective

FURNISHINGS

DETECTIVES

- Metal/Laminate desk (*from Craig's List*)
- Task chair
- 4 guest chairs no arms



Reuse P155-Briefing Room

QUARTERMASTER

- 2 metal storage cabinets



Reuse P238-Quartermaster
Storage

SUPPLIES CLOSET

- 3 metal storage shelves

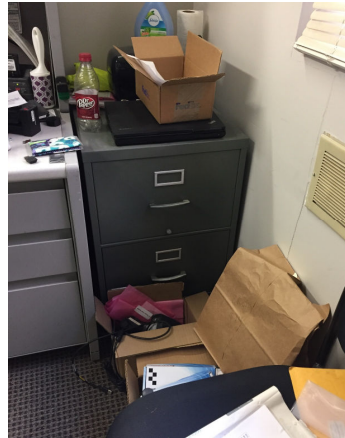


Reuse P246-General Storage

FURNISHINGS

COMMUNITY OUTREACH/IT OFFICE

- Metal/Laminate desk (*from Craig's List*)
- Task chair
- 2-drawer file cabinet
- 3 guest chairs no arms
- Storage cabinet



Reuse P155-Briefing Room

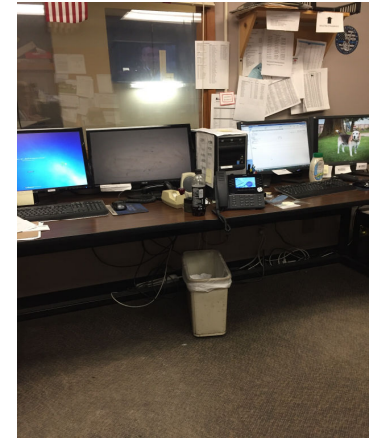
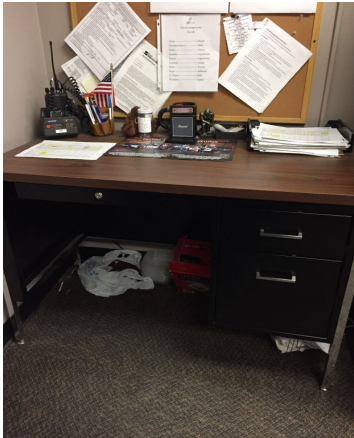


Reuse P240-Comm Serv Stor

FURNISHINGS

LT/SGT OFFICE

- 3 – small metal desks (*damaged*)
- 5 – task chairs
- 4 – 4-drawer file cabinet
- Index file cabinet
- Laminate/metal table

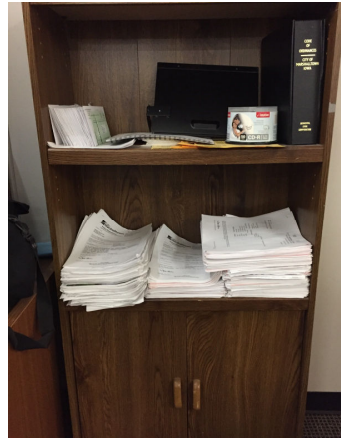
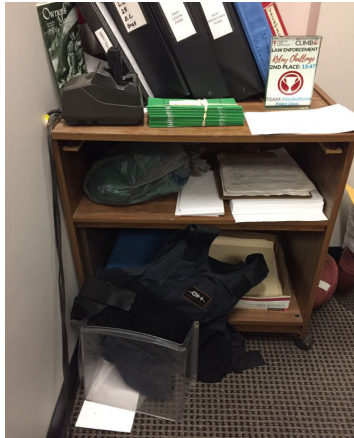


Reuse

FURNISHINGS

LT/SGT OFFICE

- Metal desk (*damaged*)
- Press board shelf
- Press board cabinet
- 5-drawer file cabinet
- Task chair



Reuse P208-Secure Files



FURNISHINGS

PATROL WORK AREAS

- 2 – small metal desk (*damaged*)
- 2 – task chairs
- Bookshelf
- 3-drawer file cabinet
- Task chair
- Storage cabinet



Reuse P208-Secure Files



FURNISHINGS

PATROL WORK AREAS

- Wood desk (*damaged*)
- Task chair
- Laminate desk (*damaged*)
- Laminate cabinet
- Task chair
- 4-drawer file cabinet



FURNISHINGS

PATROL WORK AREAS

- Metal/laminate desk (*damaged*)
- Task chair
- Wood desk (*damaged*)
- Task chair
- Storage cabinet
- 4-drawer “locked” file cabinet



Reuse P240-Comm Serv Stor



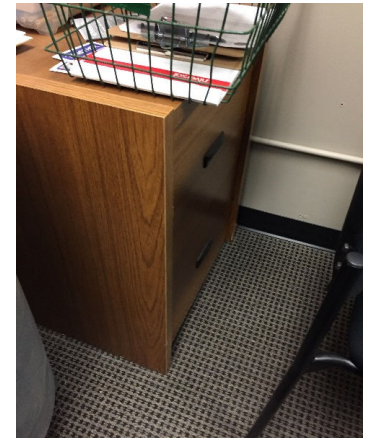
FURNISHINGS

INTERVIEW ROOM

- Small metal desk (*damaged*)
- Task chair
- 2 guest chairs no arms
- Laminate storage cabinet
- Laminate file cabinet



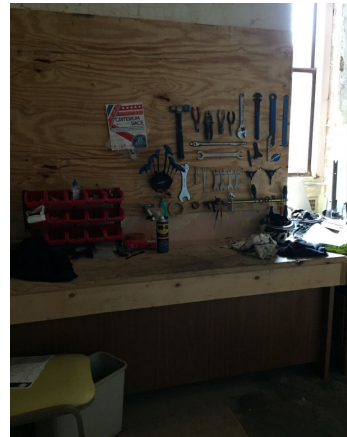
Reuse P155-Briefing Room



FURNISHINGS

WEAPONS CLEANING & BIKE WORKSHOP

- Cleaning bench (*dept built*)
- Wood shelving
- Work bench
- Bike rack



Marshall County Communications Commission

- EQUIPMENT:
 - Break Room Appliances: 2 Refrigerators, Range, Microwave
 - TVs
 - Monitor wall
 - Radio system
- FIXTURES:
 - Consoles

Marshall County Communications Commission

COMMUNICATIONS MANAGER:

- U-shape desk, double hutch *(lamininate damaged)*
- 4-drawer file cabinet
- Task chair
- 2 guest chairs



Reuse P208-Secure Files



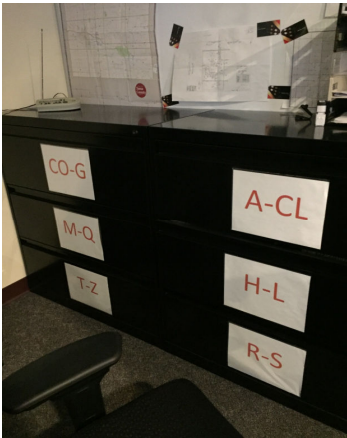
Reuse P232-Supervisor



Marshall County Communications Commission

COMMUNICATIONS CENTER:

- 4 – 3-drawer lateral files
- 4 – task chairs



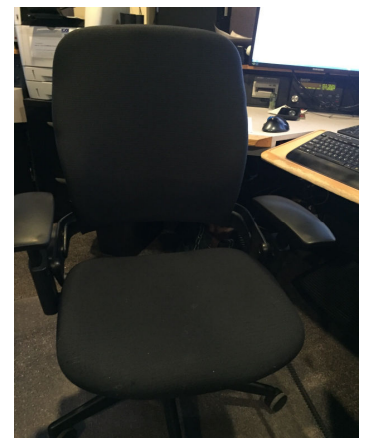
Reuse P233-Telecommunicators



Reuse P233-Telecommunicators



Reuse P233-Telecommunicators



FIXTURES - POLICE

LOCATION		High Density Mobile Storage	Pass Thru Lockers	Blood Drying Cabinet	4-Post Shelving	Lockers	Work Bench	Bike Rack	Clothing Rack	Consoles
P112	Weapon & Bike Workshop						2	1		
P113	SWAT Room					13				
P115	Long Guns				1					
P116	Evidence Intake		4	1						
P118	Firearms Storage				1					
P119	Narcotics Storage				1					
P120	Evidence Storage	1								
P122	Valuables Storage				1					
P147	Women's Locker Room					20				
P150	Men's Locker Room					40				
P152	Ammunition				1					
P153	Armory				1					
P160	Records	1								
P238	Quartermaster Storage								2	
P238	Outdoors							2		
TOTALS		2	4	1	6	73	2	1	2	0

FIXTURES - COMMUNICATIONS CENTER

P235	Dispatch Break room					8				
P233	Telecommunicators									4
TOTALS		0	0	0	0	8	0	0	0	4

EQUIPMENT - POLICE

LOCATION		Chair Mat	Trash Can	Recycling bin	Can/Bottle Recycling	Wall Clock	Dual Monitors Arms	Computer	Need Computers	Refrigerator	Under Counter Fridge	Range/Hood	Microwave	Copier
P103	LT Office	2	2			1	2							
P104	LT Office	2	2			1	2	2						
P105	Sergeants	4	4				4	4						
P107	Copy/Work Area			1		1								1
P108	Report Writing	6	1				6							
P110	Juvenile Waiting					1								
P113	SWAT Room		1			1								
P117	Crime Scene Tech	1	1	1		1	1							
P123	Property Release		1			1								
P121	Evidence Processing		1											
P128	Booking		1			1		2						
P154	Break Room		1		1	1				1		1	1	
P155	Briefing Room		1			1								
P160	Records	4	4			1	4							1
P162	Reception	1	1											
P100	Interview 1		1											
P101	Interview 2		1											
C102/C115	Lobby Waiting		1											
C105	Multi-Purpose Training		2		1	1								
C106	Emergency Operations Office	1	1			1								
P201	Administrative Assistant	1	1	1		1								
P202	Chief of Police	1	1	1		1	1							
P203	Administrative Services Captain	1	1	1		1								
P205	Operations Captain	1	1	1		1	1							
P206	Training Sergeant	1	1	1			1	1						
P204	Copy/Work Area										1			1
P210	Conference Room		1			1								
P218	Project Room		1			1								

P219	Special Services Captain	1	1	1		1	1							
P220	Detective	1	1	1			1							
P222	Detective	1	1	1			1							
P223	Detective	1	1	1			1							
P224	General Detective	1	1	1			1	1						
P226/P217	Crime Control/Nuisance	2	2					2						
P221	Copy/Work Area									1			1	
P237	Lactation		1			1								
P249	Soft Interview		1											
P242	Community Outreach	1	1	1		1	1	1						
P244	IT Workroom		1											
	TOTALS	34	45	13	2	22	28	13	0	1	2	1	1	4

EQUIPMENT - COMMUNICATIONS CENTER

P235	Dispatch Break room		1		1					2		1	1	
P232	Communications Supervisor	1	1	1				1						
P233	Telecommunicators	4	4											
P234	Janitor (now dry storage)													
	TOTALS	5	6	1	1	0	0	1	0	2	0	1	1	0

FURNISHINGS - POLICE

[illegible]

P210	Conference Room							1								12		
P218	Project Room							1								10		
P219	Special Services Captain	1			1		1								1	6		
P220	Detective	1													1	2		
P222	Detective	1													1	2		
P223	Detective	1													1	2		
P224	General Detective	1													1	2		
P226/P217	Crime Control/Nuisance		2												2			
P221	Copy/Work Area																	
P225	Equip Storage					4												
P227	Storage					4												
P237	Lactation																	
P246	General Storage					8												
P249	Soft Interview												1					3
P248	Interview Room 1									1						2		
P247	Interview Room 2									1						2		
P238	Quartermaster Storage					2												
P240	Community Service Storage																	
P242	Community Outreach	1													1	2		
P244	IT Workroom														1			
	TOTALS	23	12	4	4	32	3	3	0	3	4	0	1	1	40	83	12	3

FURNISHINGS - COMMON AREAS

C102/C115	Lobby Waiting											2						8
C105	Multi-Purpose Training								25					2	6	50		
C106	Emergency Operations Office	1														2		
C204	Administration Waiting Area											1						4
	TOTALS	1	0	0	0	0	0	0	25	0	0	3	0	2	6	52	0	12

FURNISHINGS - COMMUNICATIONS CENTER

P235	Dispatch Break room									1								4
P232	Communications Supervisor	1		2			1								1	6		
P233	Telecommunicators														4			
P234	Janitor (now dry storage)					4												
	TOTALS	1	0	2	0	4	1	0	0	1	0	0	0	0	5	6	4	0



Joel Greer, Mayor
Jessica Kinser, Administrator
Shari L. Coughenour, City Clerk
24 North Center Street
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CITY CLERK'S OFFICE

April 16, 2018

**To: Mayor Joel Greer
Members of the City Council**

From: Anne Selness
Parks and Recreation Director

Re: Bicentennial Park and Anson Park Land Exchanges

Policy Issue: For Council discussion

Recommendation: Staff think it is in the best interest of the City to move forward with a land swap with the Marshalltown Schools. We would be accepting acreage at Bicentennial Park and swapping acreage at Anson Park. If Council approves this land swap - the legal description for four new parcels would be available at the May 14th meeting to set a public hearing on the disposal of three lots to MCSD and vacating two pieces of right-of-way, with the public hearings, resolutions and ordinances to do so happening on May 29th.

Background: The Marshalltown School District is already using our parking lot at Anson for their bus parking lot, and swapping the ball field and some addition acreage will give them a more functional and useable school space. At the same time, the City's acceptance of the soccer field area of Bicentennial Park is in keeping with our goal of providing recreational opportunities for all ages and abilities in Marshalltown. The 2018-2028 Park and Recreation Master Plan suggests that in the future we establish connections from the Bicentennial soccer fields to the play equipment and add amenities such as a prairie path, a natural playscape and seating space with views to the soccer fields. As part of this expansion to Bicentennial Park we have been offered a donation of 3.5 acres on the east side of the park by Dennis Grabenbauer. This land gift is very timely as we work to expand recreational opportunities on the west side of the City.

Budget Impact: No

Attachment: Yes

cc: Jessica Kinser, City Administrator

City Council
Sue Cahill, Mike Gowdy, Al Hoop, Gabe Isom,
Leon Lamer, Bill Martin, Bethany Wirin

Marshalltown



2012



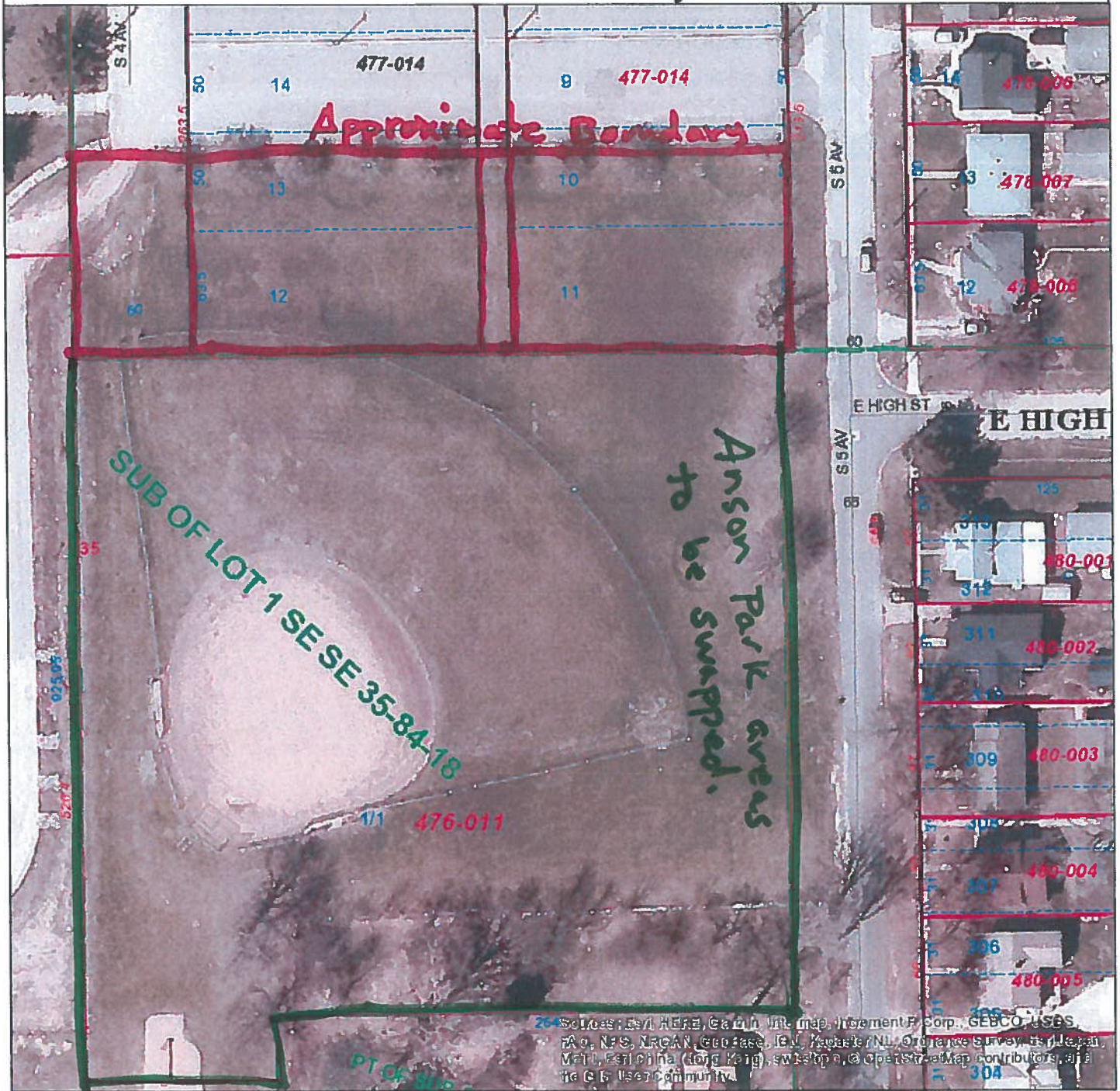
Esri World Geocoder



200ft

-92.959 42.044 Degrees

Marshall County



26 Sources: Esri, HERE, DeLorme, Mapbox, Microsoft, Swatch, GEBCO, USGS, FAO, NPS, NRCAN, GeBCO, IGN, Intermap, Inc., OpenStreetMap contributors, and the GIS User Community

Legend

Parcels	Mon Linear	Section Qtr Line	Primary Paved
cadastal_line	Parcel Line	Section Qtr Qtr Line	Primary Paved Ramp
<all other values>	Pot Twp Line	Sub Line 400	State Paved
Condo Line	Railroad Centerline	Unknown Linear	
Corp Line	Railroad ROW	Water Line	
County Line	Road ROW	ROADS_GEOCODED	
Lot Line	Section Line	<all other values>	
Misc Line		County Paved	



00.0045009 0.018 0.027
Miles

These tax maps were compiled for assessment and tax information from official county records. All information shown is for the foregoing purpose and does not represent a survey of the land. Mapping by aerial methods.

MARSHALLTOWN

I O W A

City Administrator's Office

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To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: April 19, 2018
RE: Existing Sidewalk Assessments

As part of the comprehensive look at sidewalk issues, we are including an evaluation of existing sidewalks to determine if conditions warrant replacement using standard criteria for assessing trip and fall hazards. Currently, the City of Marshalltown reactively responds to sidewalk complaints, using the nuisance abatement process to order repairs. If the owner does not comply, the City has the right to install the sidewalk and assess the charges to the property if unpaid.

For 2018, we are proposing a focus on existing sidewalk conditions near schools. The attached map is a very rough outline of the areas in question. We are working to obtain information from the School District to ensure we are capturing the appropriate areas where students are not offered transportation and are likely to be walking. Additional assessment would need to be done to determine if all the assessment could be completed in the highlighted areas by June 30, 2018, so as to provide multiple months before an intended November compliance date.

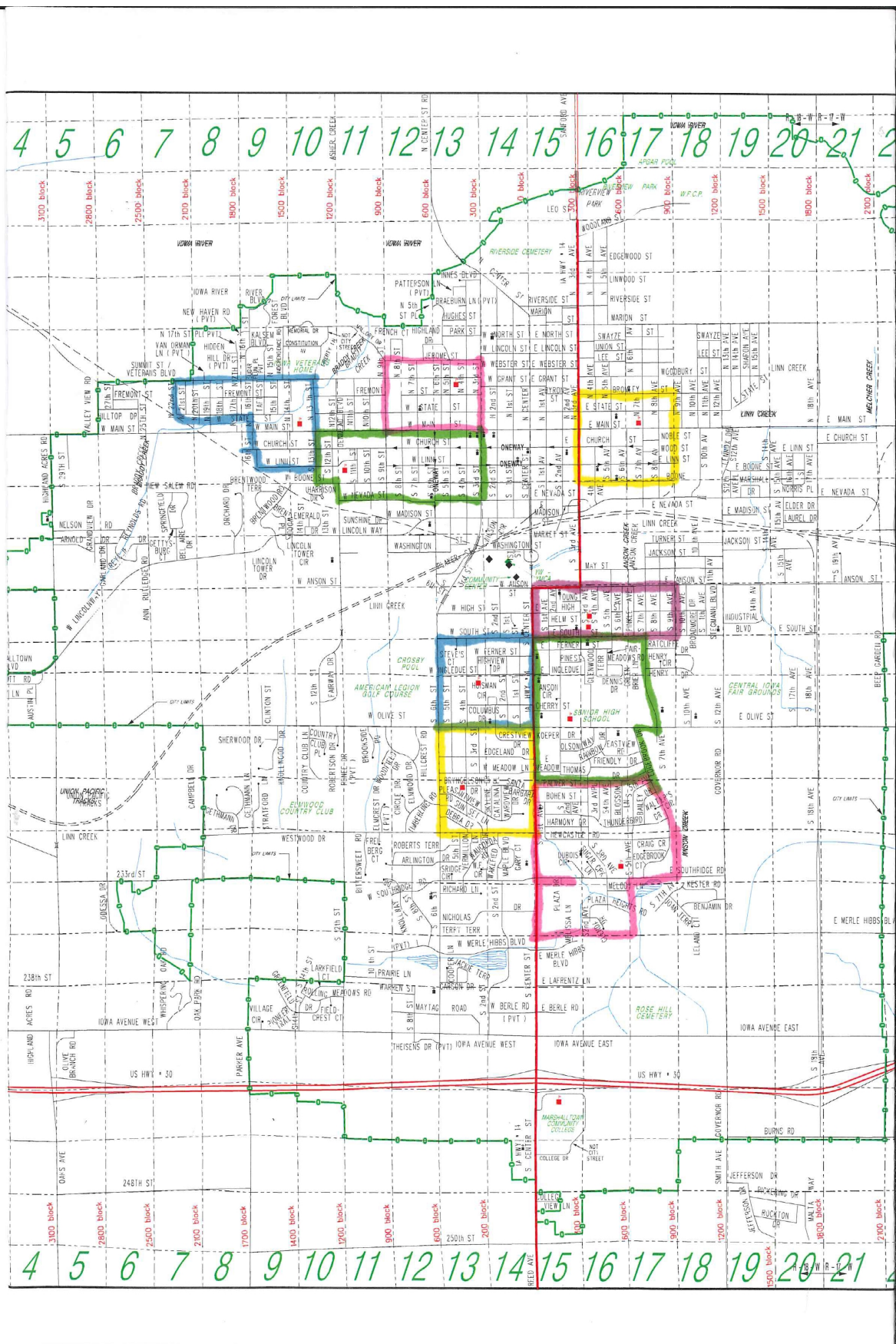
Following the presentation of information about cost-sharing programs from other cities, I offer up the following options for your consideration:

- Option 1: No City financial participation- this is our current structure and requires the property owner to be financially responsible for all sidewalk improvements ordered by the City.
- Option 2: Reimbursement capped at \$500 per property- this allows the City to estimate what the maximum liability might be in a given year and provides an incentive for repairs and replacements.
- Option 3: City covers costs of labor- this option would best fit the City being the entity securing a contractor and coordinating all work, with the households participating voluntarily being charged only the cost of concrete.

At this time, I would like direction on whether or not to proceed with establishing a cost sharing program (to be formalized by resolution at a future meeting) or proceed with the status quo for City-ordered sidewalk improvements.

City Council
Susan Cahill, Michael Gowdy, Al Hoop,
Gabriel Isom, Leon Lamer, Bill Martin, Bethany Wirin





City Council
 Susan Cahill, Michael Gowdy, Al Hoop,
 Gabriel Isom, Leon Lamer, Bill Martin, Bethany Wirin

