



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m. May 11, 2020

Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

To access online streaming of the meeting, go to <https://us02web.zoom.us/j/88460034991>

Call to Order by Mayor Jeremy Stutsman

Approval of Minutes – April 6

Changes to Agenda

HIRES AND PROMOTIONS

- (1) Promotion of Jerod K. Erb to Fire Captain
- (2) Promotion of Zachery D. Klopfenstein to Fire Sergeant
- (3) Promotion of Patrick B. Linn to Fire Lieutenant

OLD BUSINESS

- (1) Interra Shred-It Days: Request Parking Lot Use June 5-6 (Scharf)



NEW BUSINESS

- (1) 2020 Concrete Paving Project, No. 2020-0002 (Sailor)
- (2) Carter Road Partial Closure: Drainage Improvements May 18-June 8 (Sailor)
- (3) The Chief Ice Cream Variance Request for Mechanical Grease Traps (Sailor)
- (4) Wastewater Treatment Plant Agreement Revisions, No. 2017-0019 (Sailor)
- (5) Greene Road One-lane Closure May 11-29, 7am-7pm (Sailor)
- (6) Elks Lodge Agreement for Brownfield Revolving Loan Program (Hutsell)
- (7) FAA CARES Act Grant No. 3-18-0029-020-2020 to Goshen Airport (Scharf)
- (8) Resolution 2020-17: City of Goshen Bicycle Registration Program (Marks)

APPROVAL OF CLAIMS

Adjournment

**BOARD OF PUBLIC WORKS AND SAFETY AND STORMWATER BOARD MEETING
HELD, APRIL 06, 2020, GOSHEN, INDIANA**

The Board of Public Works and Safety and Stormwater Board of the City of Goshen met in the Council Chambers, 111 E. Jefferson St., on April 06, 2020, at 2:00 p.m. for their weekly Board meeting. Members of the Board present or absent as follows:

PRESENT: Mayor Jeremy Stutsman, Board Member Mike Landis, Board Member Mary Nichols

ABSENT:

OTHERS: No other attendance was taken due to COVID-19 pandemic.

ITEMS ADDED TO END OF AGENDA: Greene Rd closure, Jail Demolition Lane Restriction

Minutes of the meeting of March 16, 2020, were presented. On motion of Board Member Landis and second by Board Member Nichols, the minutes were approved as presented.

ANNOUNCEMENT: ELECTRONIC PARTICIPATION

Clerk Treasurer Adam Scharf read the following statement:
“We begin this meeting during a declared public health emergency covering all of the State of Indiana. Board members Landis and Nichols are participating in this meeting by electronic communication pursuant to Governor Holcomb’s Executive Orders 20-04 and 20-09, as well as guidance from Indiana Public Access Counsellor Luke Britt. Board member Mayor Jeremy Stutsman is physically present in City Council Chambers as we begin this meeting.”

OPEN BIDS FOR WELL CLEANING AND MAINTENANCE (Q20-03-004)

Mayor Stutsman opened the following bids for well cleaning and maintenance. Below are the quotes received:

| COMPANY | TOTAL |
|--------------------------------|-------------|
| Peerless Midwest | \$50,850.00 |
| Napco | \$56,485.00 |
| Lane Water Resources | \$56,897.00 |
| Ortman Drilling Water Services | \$59,000.00 |

Mayor Jeremy Stutsman moved to refer the bids to the Legal Department for review and recommendation. Second by Board Member Landis and motion passed unanimously.

ACCESS AGREEMENT WITH PATRIOT ENGINEERING

Director of Public Works Dustin Sailor stated that the Board already awarded an Agreement to Patriot Engineering and Environmental, Inc. this was a notification for a rolling lane closure between Steury Ave and Blackport Drive with work to begin April 8 and end April 10. Memo included in packet.

AGREEMENT WITH BILL'S HEATING, INC.

Legal Contracts and Claims Manager Keitha Windsor requested Board approval for the Agreement with Bill's Heating, Inc to replace the A/C unit at the City Annex building conference room. Memo included in packet.

Discussion: Board Member Landis questioned whether this had already been completed. Director of Public Works Dustin Sailor responded, stating there are several units throughout the Annex building and that all the A/C units had been replaced last year except for the conference room. This will be the last one.

Board Member Landis made a motion to approve and enter into an Agreement with Bill's Heating, Inc. to supply and install replacement air conditioning equipment in the Annex conference room for a cost of \$8,073.00 with work to be completed within 45 days from receipt of a notice to proceed. Second by Board Member Nichols and motion passed unanimously.

FINANCE DEPARTMENT MEMO: AGREEMENTS WITH NOT-FOR-PROFITS

Clerk Treasurer Adam Scharf requested a change in protocol for agreements with not-for-profit entities to go through the same channel as other agreements, via Legal Department. Memo, which includes proposed amendments to Downtown Goshen, Inc. and Boys and Girls Club agreements, is included in packet.

BOYS AND GIRLS CLUB AGREEMENT

Mayor Stutsman requested Board approval to enter into an agreement with the Boys and Girls Club for 2020 with an amendment to remove the word "summer" to allow for scheduling flexibility due to COVID-19.

Board Member Landis made a motion to remove the word summer from the agreement with the Boys and Girls Club, this allowing for scheduling to be outside of the "summer" timeframe. Second by Board Member Nichols and motion passed unanimously

Board Member Landis made a motion to approve the agreement with the Boys and Girls Club 2020 for \$3,000.00 as amended. Second by Board Member Nichols and motion passed unanimously.

CENTER FOR BUSINESS EXCELLENCE AGREEMENT

Mayor Stutsman explained that the City has participated in this program for several years. It is \$10,000.00 for January 1- December 31, 2020.

Mayor explained this group operates out of the Elkhart Chamber as a regional group. They offer quite a few services to the City of Goshen as well as to individual businesses. Board Member Landis asked if this was part of a County program or Elkhart City, Mayor stated that the office is located in the Elkhart City Chamber office, but they are not affiliated. Merritt Dilts is in charge of the program.

Mayor said streamlining the technical review process is an example of this program. Mayor stated it is definitely invaluable and it also opens up help to some other businesses in the city.

Board Member Landis moved to approve the agreement with Center for Business Excellence for 2020 in the amount of \$10,000.00. Second by Board Member Nichols and motion passed unanimously.

DOWNTOWN GOSHEN, INC. AGREEMENT

Mayor Stutsman opened by asking for the motion to remove Item 6 within the contract.

Board Member Landis made a motion to remove item 6, a provision that no third party be a beneficiary of the agreement. Second by Board Member Nichols and motion passed unanimously.

Board Member Landis made a motion to approve the amended contract with Downtown Goshen, Inc for the term January 1-December 31, 2020 for the amount of \$70,000.00 already authorized by City Council in the annual budget. Second by Board Member Nichols and motion passed unanimously.

DEDICATION OF PUBLIC RIGHT OF WAY: 410 N. SECOND ST.

Director of Public Works Dustin Sailor provided information regarding the Dedication of Public Right of Way from Martin Flores and Francisca Flores for 410 North Second Street. Information included in the packet.

Board Member Landis made a motion to accept the dedication of public right of way and authorize the Mayor to execute the Acceptance page on the Deed of Dedication from Martin and Francisca Flores to the City of Goshen, Indiana. Second by Board Member Nichols and motion passed unanimously.

ROAD CLOSURE REQUEST: GREENE RD

Director of Public Works Dustin Sailor requested Board approval for the closure of Greene Road from Greenwood Drive to Plymouth Avenue for sewer work at the new Goshen Intermediate School.

Jeff Bonadise from C&E is present for any questions. Mr. Sailor did clarify that due to Plymouth Avenue being a State highway we cannot authorize the closure of it but recognize it will have an impact on Greene Road.

Mayor Stutsman wanted to make sure that once work was started, C&E would continue until complete while the road was closed.

Board Member Landis made a motion to close Greene Road from Plymouth Avenue to Greenwood Drive starting April 13-May 8 for sewer work at the new Goshen Intermediate School. Second by Board Member Nichols and motion passed unanimously.

NOTIFICATION: THIRD STREET LANE CLOSURE

Director of Public Works Dustin Sailor stated a notification was received by the contractor doing the jail demolition, they will be maintaining the current lane restriction on Third Street for the jail demo until May 8.

There being no further business Mayor Stutsman moved to process claims and then to adjourn. Second by Board Member Landis and motion passed unanimously.

BOARD OF PUBLIC WORKS AND SAFETY AND STORMWATER BOARD:

MAYOR JEREMY STUTSMAN _____

BOARD MEMBER MICHAEL LANDIS _____

BOARD MEMBER MARY NICHOLS _____

ATTEST _____
CLERK-TREASURER ADAM SCHARF



Danny C. Sink, Chief
FIRE DEPARTMENT, CITY OF GOSHEN
209 North Third Street • Goshen, IN 46526-3201

Phone (574) 533-7878 • Fax (574) 534-2804 • TDD (574) 534-3185
dannysink@goshencity.com • www.goshenindiana.org

May 05, 2020

To: Board of Works and Public Safety

RE: Promotion of Jerod K. Erb to Fire Captain

From: Fire Chief Danny Sink

Jerod Erb has passed all of the required tests and standards required for promotion at GFD.

It is my pleasure to request your approval for the promotion of Jerod Erb to the rank of Fire Captain for the Goshen Fire Department retroactive to May 06, 2020. Thank you



Danny C. Sink, Chief
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May 05, 2020

To: Board of Works and Public Safety

RE: Promotion of Zachery D. Klopfenstein to Fire Sergeant

From: Fire Chief Danny Sink

Zach Klopfenstein has passed all of the required tests and standards required for promotion at GFD.

It is my pleasure to request your approval for the promotion of Zach Klopfenstein to the rank of Fire Sergeant for the Goshen Fire Department retroactive to May 06, 2020. Thank you



Danny C. Sink, Chief
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May 05, 2020

To: Board of Works and Public Safety

RE: Promotion of Patrick B. Linn to Fire Lieutenant

From: Fire Chief Danny Sink

Patrick Linn has passed all of the required tests and standards required for promotion at GFD.

It is my pleasure to request your approval for the promotion of Patrick Linn to the rank of Fire Lieutenant for the Goshen Fire Department retroactive to May 06, 2020. Thank you



March 24, 2020

City of Goshen – Board of Works
202 S. 5th St.
Goshen, IN 46528

Dear board members:

Name: Interra Credit Union
Address: PO Box 727 (300 W. Lincoln Ave.)
Goshen, IN 46527
Contact(s): Megan Simpson, Community/Comm. Specialist - 534.2506, ext. 7344

The credit union respectfully requests the following use of the Powerhouse parking lot:

Purpose: "Shred-It Days" staging
Date(s): Friday – June 5, 2020
7:30 am to 4:30 pm
Event is 9 am to 11:00 am and 1:00 – 3:00 pm*
Saturday – June 6, 2020
7:30 am to 12:00 noon
Event is 9:00-11:00 am*

*Because of the popularity, the times may be adjusted – yet to be finalized.

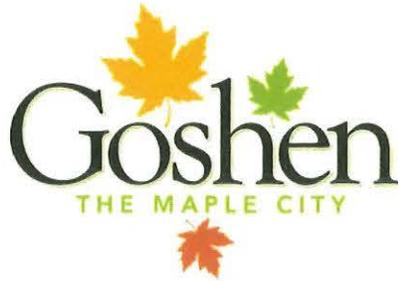
In addition, we request the use of four barricades from the Street Department.

A popular event for Interra members is the annual "Shred-It Days."

- To encourage ID theft prevention and recycling, Interra brings in Mountain High Shredding with their mobile truck/shredder.
- Because it is a popular event, several cars are often in line to drop off their shredding materials.
- Interra staff members are present and involved – unloading, weighing, etc.
- Interra pays for the first 50 pounds, with a nominal fee charged thereafter.
- There will be directional signage to ensure orderly entrance into and exit from the parking lot.
- As an example of the popularity, the total in 2019 was almost 27,000 pounds.

Thank you for your consideration,

Megan Simpson
Community & Communications Specialist



**Engineering Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185
engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering

RE: **2020 CONCRETE PAVING PROJECT
PROJECT NO. 2020-0002**

DATE: May 11, 2020

Selge Construction has given the Engineering Department additional line items with a unit price for the above referenced project due to unforeseen poor soils, required ADA ramp replacements, and unidentified monolithic curb that must be replaced with the pavement panels.

The additional line items are as follows:

| Item | Description | Qty | Unit | Unit Price | Total |
|------|---------------------------|-----|------|------------|-----------|
| EW 1 | Sidewalk Removals | 1 | SY | \$ 10.00 | \$ 10.00 |
| EW 2 | 4" Concrete Sidewalk | 1 | SY | \$ 49.00 | \$ 49.00 |
| EW 3 | ADA Ramp, 6 inch Landing | 1 | SY | \$ 66.15 | \$ 66.15 |
| EW 4 | Detectable Warning Plates | 1 | SY | \$ 195.00 | \$ 195.00 |
| EW 5 | #53 Crushed Concrete | 1 | TON | \$ 35.00 | \$ 35.00 |
| EW 6 | Monolithic Rolled Curb | 1 | LF | \$ 6.00 | \$ 6.00 |

Requested Motion: Move to approve the addition of the noted line items and unit costs to the 2020 Concrete Paving project.

**City of Goshen
Board of Works & Safety**

Jeremy Stutsman, Mayor

Mike Landis, Board Member

Mary Nichols, Board Member



Jason Kauffman, CESSWI, Stormwater Coordinator
STORMWATER DEPARTMENT, CITY OF GOSHEN
204 East Jefferson Street, Suite I • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626
jasonkauffman@goshencity.com • goshenindiana.org

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Dustin Sailor

RE: **CARTER ROAD DRAINAGE IMPROVEMENTS – CARTER ROAD CLOSURE
BETWEEN 214-216 CARTER ROAD (JN: 2018-0026)**

DATE: May 11, 2020

The Goshen Stormwater Department is continuing to work with Kibby Excavating to improve the drainage swale in front of 214 and 216 Carter Road and Kibby Excavating is planning to resume work on May 18, 2020. In order to ensure the safety of the workers and the residents the Goshen Stormwater Department is requesting the partial closure of Carter Road starting May 18th and ending June 8, 2020, with occasional short-term full closure of the road when necessary. The partial road closure will end as soon as Kibby Excavating has completed the drainage improvements.

Residents living along Carter Road will be able to come and go as there are two exits to S. Main Street. Residents will be notified by mail this week of the work to be done and the road closure pending Board of Works approval.

Thank you for your consideration of this request.

Requested Motion: Approve the partial road closure of Carter Road from May 18th to June 8th, 2020 for the completion of the drainage improvement project in front of 214 and 216 Carter Road.

Jeremy Stutsman, Mayor

Mike Landis, Member

Mary Nichols, Member

| | |
|----------------|---|
| Subject | 2 Mechanical traps for Dutchmaid bakery/ The Chief |
| From | Reese, Mick |
| To | Scharf, Adam |
| Cc | Sailor, Dustin; Kerezman, Jim; Riggs, Charlie; mlandisllc@gmail.com; Chad Klopfenstein; Lyle Miller |
| Sent | Friday, May 8, 2020 1:35 PM |

For the BOW packet

The Chief ice cream is moving it's processing line into the Back of the Dutch maid bakery located at 508 West Lincoln avenue. Members of the City have visited the property on several occasions. The structure qualifies for a class A restaurant facility. This facility is located within an area that cannot support the installation of a conventional 1000 gallon interceptor. This is due to property lines, location of existing sewer main, and flood plain issues. Mr. Klopfenstein is requesting a variance that will grant the use of two mechanical traps that are rated to for >35 gallons per minute minimum. Please note that this is just approval to purchase of the two mechanicals. This does not include approval of plans from Engineering, Building, or Fire.

Regards,

Mick Reese
Environmental Compliance Administrator
City of Goshen WWTP
1000 West Wilden Ave.
Goshen, In 46528
Plant (574)534-4102
Direct Line (574)534-5802
Cell (574)536-5080



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MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **CONSTRUCTION RELATED SERVICES AGREEMENT (PN: 2017-0019)
WWTP IMPROVEMENT AND ROCK SEWER IMPROVEMENT PROJECTS**

DATE: May 11, 2020

Attached is a revised agreement amendment with Donohue & Associates, Inc. to provide professional engineering and construction related services (CRS) for the construction of the Wastewater Treatment Plant (WWTP) Improvements and Rock Run Sewer Interceptor Phase I Improvement Projects. This amendment supersedes the amendment approved by the Board on April 20, 2020 and corrects discrepancies in the amendment language, better defines the agreement term, and changes the signatory for the Consultant to allow for a timelier signature due to the ongoing pandemic. The amendment costs remain the same as previously approved by the Board on April 20th. Specific changes are as follows:

Page 3 – Paragraph 4.12 was edited to remove the sentence, “The labor allowance for this service in this agreement amendment is approximately.” This sentence was a remnant from prior correspondence with the Consultant.

Page 10 – The Term was edited to its current format, which provides firm dates and durations for project completion. The prior language referenced the project completions based on issuance of construction completion approval and readiness for final payment, but did not provide defined completion dates or durations.

Page 11 – In signatory for the Consultant was changed from “Craig W. Brunner, President” to “Steven P. Gress, Vice President”. This will allow for a faster signature and return of the approved agreement amendment from the Consultant due to the ongoing pandemic.

Requested Motion: Approve the revised agreement amendment with Donohue & Associates, Inc. for the additional scope of services for an additional \$1,652,800.

AGREEMENT AMENDMENT #2

Design and Bidding Services for Wastewater Treatment Plant Improvement, Lift Station Improvement & Rock Run Interceptor Phase I Improvement Projects

THIS AGREEMENT AMENDMENT is entered into on this ____ day of _____, 2020, between Donohue & Associates, Inc., hereinafter referred to as "Consultant", and the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as "City".

WHEREAS, the City entered into an Agreement with Consultant dated November 26, 2018 for Consultant to provide professional engineering services to design and provide bidding services for the City's planned Wastewater Treatment Plant Improvement, Lift Station Improvement, and the Rock Run Interceptor Phase 1 Improvement Projects for an amount not exceed One Million Four Hundred Fourteen Thousand Dollars (\$1,414,000.00).

WHEREAS, the City ratified an Agreement Amendment on February 17, 2020 for additional and revised design changes requested by the City beyond the original scope of services for the amount of One Hundred Ninety-eight Thousand Five Hundred Ninety-six Dollars (\$198,596.00) for a total contract price not to exceed One Million Six Hundred Twelve Thousand Dollars (\$1,612,596.00).

WHEREAS, the improvements to the City's Wastewater Treatment Plant (WWTP) and Rock Run Sewer have been designed and bids on the work have been received and approved by the City. The City wishes to add professional engineering and construction related services for the City's upcoming WWTP Improvement and Rock Run Sewer Interceptor Phase I Improvement construction projects to the Agreement.

WHEREAS, the City desires to contract with Consultant and Consultant agrees to increase the scope of work to include the additional engineering and construction related activities.

NOW THEREFORE, in consideration of the mutual covenants contained in this amendment and the covenants contained in the November 26, 2018 Agreement and in the February 17, 2020 Agreement Amendment for professional engineering services to design and provide bidding services for the City's planned Wastewater Treatment Plant Improvement, Lift Station Improvement, and the Rock Run Interceptor Phase 1 Improvement Projects, the parties agree as follows:

SCOPE OF SERVICES

Consultant's scope of services have been modified to include the following additional activities:

Item No. 4 - Construction Phase Consultant Services for WWTP Improvements – Project A and Rock Run Sewer Improvements – Project C

- 4.1. *Post Contract Award Submittals.* Prepare post contract award documentation for the Project and submit to Indiana State Revolving Fund (SRF) for review and approval.
- 4.2. *PER Amendment.* Prepare a PER amendment to keep only Projects A and C in the SRF loan.
- 4.3. *Conformed Construction Documents.* Compile for and deliver to the City and Contractor conformed for construction documents including relevant portions of addenda.
- 4.4. *General Administration of Construction Contract.* Consult with City and act as City's representative as provided in the General Conditions of the Contract Documents included

in the Project Manual for each project. The extent and limitations of the duties, responsibilities and authority of Consultant as assigned in said General Conditions shall not be modified, except as Consultant and City may otherwise agree in writing. All of City's instructions to Contractor will be issued through Consultant, who shall have authority to act on behalf of City in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.

- 4.5. *Contract Documents Distribution.* Furnish to Contractor for each project up to four (4) printed copies of the Project Manual and half-scale Drawings, up to two (2) printed copies of full-scale Drawings plus one copy of the Project Manual and Drawings in electronic portable document format (PDF) that incorporate all issued addenda during the bid phase. Additional printed copies will be furnished to a Contractor upon request at the cost of reproduction. These sets of contract documents are in addition to the set to be given to each Contractor to be annotated with record document information. Print and furnish up to another three (3) sets of the Project Manual and half-scale Drawings plus one PDF copy of the Project Manual and Drawings that incorporate all issued addenda for use by the City. If requested by a Contractor, one set of drawings in AutoCAD electronic format will be provided to the Contractor. Electronic files will be delivered upon receipt of a signed disclaimer form by the Contractor and signed City release.
- 4.6. *Pre-Construction Conference and Progress Meetings.* Attend and conduct a Pre-Construction Conference for each Project prior to commencement of work at the Project sites. Attend up to nineteen (19) monthly construction progress meetings for Project A and up to twelve (12) monthly construction progress meetings for Project C when construction work is progressing on site, to be conducted by each Project Contractor. The pre-construction and conference and monthly progress meetings for both projects are to be scheduled on the same day. Consultant is to prepare and distribute minutes for Pre-Construction Conference, and Contractors are to prepare and distribute all progress meeting minutes.
- 4.7. *Visits to Site and Observation of Construction.* Perform the following services in connection with observations of Contractor's work in progress:
 - 4.7.1. Make visits to the Project Sites on days of the monthly progress meetings (up to 19 separate visits in lieu of attending progress meetings for Project A and up to 12 separate visits in lieu of attending progress meetings for Project C), in order to observe as an experienced and qualified design/construction professional the progress and quality of the Work. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to Consultant in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will determine in general if a Contractor's work is proceeding in accordance with the Contract Documents, and Consultant shall keep City informed of the progress of the Work.
 - 4.7.2. The purpose of Consultant's visits at the project sites will be to enable the Consultant to better carry out the duties and responsibilities assigned to and undertaken by the Consultant during the Construction Phase; and in addition, by the exercise of Consultant's efforts as an experienced and qualified design/construction professional, to provide for City a greater degree of

confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by each Contractor. Consultant shall not, during such visits or as a result of such observations of each Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by each Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of a Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of a Contractor nor assumes responsibility for Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- 4.8. *Defective Work.* Recommend to the City that a Contractor's work be disapproved and rejected while it is in progress, if on the basis of such observations, Consultant believes that such work will not produce a completed project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- 4.9. *Clarifications and Interpretations; Request for Information Forms; and Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of a Contractor's work. Consultant may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
- 4.10. *Change Orders, Work Change Directives and Request for Proposals.* Prepare Change Orders, Work Change Directives and Requests for Proposals and recommend Change Orders and Work Change Directives to City for approval by City as required. In addition, Consultant shall prepare all documentation that appropriate governmental authorities having jurisdiction over the project may require for review and approval of the Change Orders.
- 4.11. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data that each Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of completed project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- 4.12. *Manufacturer O&M Manuals for WWTP Improvements – Project A.* Review submitted manufacturer O&M manuals for compliance with contract document requirements. After the O&M manuals are determined to be acceptable, they will be electronically transmitted to the City.
- 4.13. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by a Contractor.
- 4.14. *Inspections and Tests – Project A.* Witness special inspections or tests of Contractor's work required by the Contract Documents. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections,

tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests.

4.15. *Disagreements between City and Contractor.* Render formal written decisions on all claims of City and each Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to City or each Contractor, and shall not be liable in connection with any decision rendered in good faith in such capacity.

4.16. *Applications for Payment – Project A.* Based on Consultant's observations as an experienced and qualified design professional and on review of applications for payment and accompanying supporting documentation from Contractor, Consultant shall:

4.16.1. Determine the amounts that Consultant recommends that Contractor be paid.

Such recommendations of payment will be in writing and will constitute Consultant's representation to the City, based on such observations and review to the best of Consultant's knowledge, information and belief, that Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Consultant's responsibility to observe a Contractor's work. In the case of unit price work, Consultant's recommendations of payment will be based upon final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents) measured and recorded by the City.

4.16.2. By recommending any payment, Consultant shall not thereby be deemed to have represented that observations made by Consultant to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to Consultant in this Agreement and the Contract Documents. Neither Consultant's review of Contractor's work for the purposes of recommending payments nor Consultant's recommendation of any payment including final payment will impose on Consultant responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to the City free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between the City and Contractor that might affect the amount that should be paid. Prior to recommending payment requests from Contractor to the City for payment, the Consultant shall require lien waivers from prior payment applications from Contractor.

- 4.17. *Instrumentation and Control (I&C) Verification Services for WWTP Improvements – Project A*
- 4.17.1. Attend factory testing for new process control system programmable logic controller (PLC) panel at system supplier’s facility prior to shipment. Inspect panel for general conformance to specifications, test input and output signal functionality and assist process control system programmer in offsite functional testing.
 - 4.17.2. Attend on site field testing of process control system PLC panel after installation to check input and output signal wiring. Verify process control system programming meets requirements of functional descriptions.
- 4.18. *Contractor’s Completion Documents.*
- 4.18.1. Receive and review maintenance and operating instructions, schedules, and guarantees.
 - 4.18.2. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and the annotated record documents, which are to be assembled by each Contractor in accordance with the Contract Documents to obtain final payment.
 - 4.18.3. Consultant shall transmit these documents to City.
- 4.19. *Substantial Completion.* Promptly after notice from a Contractor that the Contractor considers the entire Work ready for its intended use, in company with City and Contractor, conduct an inspection to determine if the Work is Substantially Complete. Consultant shall prepare a list of any observed deficiencies during the inspection. At the direction of the City, Consultant shall prepare and deliver a certificate of Substantial Completion to City and the Contractor.
- 4.20. *Standard Operating Procedures (SOP) Startup and Training Services for WWTP Improvements – Project A*
- 4.20.1. Prepare customized Standard Operating Procedures (SOP’s) to contain operation information to describe the procedures to operate a unit process. The information in the SOP includes the description of equipment and controls necessary to operate the unit process for the specific procedure. Other information such as normal checks, preventive maintenance, and special instructions will be included based on the manufacturer equipment manuals as available from the Contractor and City. The SOP’s are specific to the Project contract and provide both routine procedures for operational consistency and infrequent procedures needed when conditions change.
 - 4.20.2. Donohue proposes the following two (2) SOP’s:
 - 4.20.2.1. System 5 – Aeration System
 - 4.20.2.2. System 9 – Sludge Dewatering System
 - 4.20.3. Submit the draft SOP’s to the City’s operations manager/supervisor for review and editing. Once review comments are received, they will be incorporated into the draft SOP’s. A review session with management/supervisor staff will be completed with an onsite walk through of the Project. The purpose of the walk through is to verify the system operation as described in the SOP’s. After the procedures are verified, the SOP’s will be edited as final procedures, dated, and filed in three ring binders for use. Two final printed copies of the SOP’s and

operator interface screens will be provided. The SOP's will also be provided electronically in Microsoft Word format (Office 2016 version or later) and/or PDF format for City.

- 4.20.4. The SOP's will be presented to the operation staff in a training session. The session(s) will include a classroom presentation of each SOP followed by an on-site/hands-on session. Each session is expected to be 2 hours with a question and answer session of about 30 minutes. One training session will be early in the day and a second late in the day if needed to cover all operational staff.
- 4.20.5. The SOP training will take place prior to or during system demonstrations.
- 4.20.6. An operations specialist shall provide startup services. The startup services shall be timed to assist the City and Contractor with operation of the facility systems.
- 4.20.7. Prepare Startup Plans as applicable to coordinate the responsibilities of the Contractor and the City at the time when construction is substantially complete. Submit the startup plans to the City and Contractor for review. Respond to questions and incorporate recommended changes into each startup plan up to two times, as a result of the reviews.
- 4.20.8. Process operation and maintenance (O&M) training to include practices for good process control will occur before startup of specific systems. The operations specialist will coordinate the training with the City and provide training using the equipment sections from the equipment O&M manuals for Project as the basis for the training. The training sessions will be both classroom and hands-on as appropriate.
- 4.20.9. Consultant is to provide assistance for and observation of the manufacturers performing the check-out and startup of the 9 systems identified in Section 01820.
- 4.20.10. Training by the equipment manufacturer will be scheduled to take place prior to, or during, system demonstrations.
- 4.21. *Final Notice of Acceptability of the Work – Project A.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is acceptable to the best of Consultant's knowledge, information, and belief based on the extent of the services provided by Consultant under its Agreement with the City.
- 4.22. *Record Documents.* Receive and review annotated record documents from each Contractor for Projects A and C, which are to be assembled by each Contractor in accordance with the Contract Documents to obtain final payment. Prepare Record Drawings showing appropriate record information based on the project annotated record documents received from each Contractor and as reviewed and annotated by the City for Project C. The completed Record Drawing deliverables for each Project shall include up to two (2) full-size or two (2) one-half size printed-paper sets of the Drawings and an electronic set in PDF format.
- 4.23. *Project Certification.* Submit Record Drawings and Substantial Completion Certification to the Indiana Department of Environmental Management (IDEM) along with any other backup project completion documents as may be required by IDEM and/or Indiana SRF.
- 4.24. *Asset Management Program.* Preparation of an asset management program for the WWTP or the wastewater collection system are not included in this scope of services.

- 4.25. *Limitation of Responsibilities.* Consultant shall not be responsible for the acts or omissions of a Contractor, or of any of its subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. Consultant shall not be responsible for failure of a Contractor to perform or furnish the Work in accordance with the Contract Documents.

Item No. 5 - Construction Phase Resident Project Representative (RPR) Services for WWTP Improvements – Project A

- 5.1. Consultant shall furnish a RPR as determined by Consultant to be necessary; to observe the progress and quality of the Work performed by the Contractor. The RPR will provide representation to the degree necessary to observe work activities by the Contractor, based on an average of 40 hours per week from the issuance of a notice to proceed until substantial completion and 24 hours per week from substantial to final completion.
- 5.2. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Consultant shall endeavor to provide further protection for City against defects and deficiencies in the Work. However, Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- 5.3. Duties, Responsibilities, and Authority of the RPR.
- 5.3.1. RPR is Consultant's agent at the Project site and will act as directed by and under the supervision of Consultant. RPR's dealings in matters pertaining to Contractor's work in progress shall in general be with Consultant and Contractor, keeping the City advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of the Contractor. RPR shall generally communicate with the City with the knowledge of and under the direction of Consultant.
- 5.3.2. Review the progress schedule, schedule of shop drawing and sample submittals, and schedule of values prepared by Contractor.
- 5.3.3. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings. Review and provide comments as appropriate on minutes prepared by Contractor for all such meetings.
- 5.3.4. Review and negotiate the draft payment applications from Contractor and then forward them to Consultant for review prior to submittal to City with a recommendation for payment.
- 5.3.5. Accompany Indiana SRF representatives during their site visits to review the work progress of the Project and for their final inspection.
- 5.3.6. Review of Work and Rejection of Defective Work.
- 5.3.6.1. Conduct on-site observations of Contractor's work in progress to assist Consultant in determining if the work is in general proceeding in accordance with the Contract Documents.

- 5.3.6.2. Report to Consultant whenever RPR believes that any part of Contractor's work in progress will not produce a completed project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 5.3.7. When the RPR is present on a project site, prepare an electronic daily report, recording the Contractor's hours on the site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, Request for Proposals or changed conditions, site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send electronic copies to Consultant and the City.
- 5.3.8. Project Completion.
 - 5.3.8.1. Before Consultant issues a Certificate of Substantial Completion for a project, submit to the Contractor a list of observed items requiring completion or correction.
 - 5.3.8.2. Observe whether Contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public agencies having jurisdiction over the work.
 - 5.3.8.3. Participate in final inspection in the company of Consultant, City and Contractor and prepare a final list of items to be completed or corrected.
 - 5.3.8.4. Observe whether all items on final list have been completed or corrected and make recommendations concerning acceptance of the Notice of the Acceptability of the Work.
- 5.4. *Limitation of RPR Services.* The furnishing of such RPR's services will not extend Consultant's responsibilities or authority beyond the specific limits set forth elsewhere in this proposed scope of services.

Item No. 6 - Application Engineering Services for WWTP Improvements – Project A

- 6.1. Provide the following scope of application engineering services for developing and programming of the programmable logic controller (PLC) and human machine interface (HMI) project-specific application software for the WWTP Improvements – Project A.
 - 6.2.1. Develop sample HMI graphic screen layouts.
 - 6.2.2. Organize and lead one (1) single day workshop with City to review and discuss:
 - 6.1.2.1. Loop descriptions for operation and control of the WWTP equipment and treatment systems affected by the Work of this Project.
 - 6.1.2.2. Sample HMI graphic screen layouts.
 - 6.1.2.3. HMI navigation alternatives and approach.
 - 6.1.2.4. Trending requirements.
 - 6.1.2.5. Alarm and event requirements.
 - 6.1.2.6. HMI security requirements.
 - 6.2.3. Prepare draft meeting notes of the Workshop including any mutually agreed upon changes to the loop descriptions and the sample HMI graphics presented.

- 6.2.4. Develop PLC and HMI application software associated with the Project. Application software will be based on the standards established with the City during the pre-programming phase of the construction of the Project, and will be integrated into the plant-wide process control system network. The total PLC system input/output (I/O) count is estimated at 292 hardwired I/O points and 130 Ethernet "soft" I/O points.
 - 6.2.5. Install and test PLC and HMI application software developed by the Application Engineer. Modify tested software to incorporate changes agreed to between the City and Application Engineer.
 - 6.2.6. Configure remote alarm notification via the WIN-911 software package if upgraded in this Project. Incorporate new remote alarms into the existing or updated WIN-911 package.
 - 6.2.7. Configure the HMI to allow remote access to the system.
 - 6.2.8. Prepare an operation and maintenance manual for the new PLC and HMI application software. The manual will serve as the basis for training provided by Application Engineer.
 - 6.2.9. Provide two (2) days of on-site training of City operations and maintenance personnel in the use of the PLC and HMI application software configurations provided.
 - 6.2.10. Deliverables:
 - 6.1.10.1. One (1) copy of PLC and HMI program documentation in electronic format.
 - 6.1.10.2. Three (3) hardcopies and one (1) electronic copy of the O&M Manual prepared for this project. O&M Manual electronic copy will be MSWord with supporting material in PDF.
 - 6.2.11. TCP/IP Addresses for all Ethernet communication modules shall be coordinated with the City.
- 6.2. Lift Station Communication Upgrades
- 6.2.1. Modify Chemical Building PLC program that currently uses the embedded serial port on the processor to utilize the new communication module that is provided by the Contractor.
 - 6.2.2. Incorporate the existing 12 lift stations that are currently being messaged by the Chemical Building PLC as well as the remaining 24 lift stations that will be upgraded in the future.
 - 6.2.3. Develop polling sequence to allow lift stations to be enabled when the station is upgraded.
 - 6.2.4. Develop standard graphics for all 36 lift stations. For stations that have not been upgraded yet, the graphics will remain un-deployed in the SCADA environment. Graphics will be deployed by City personnel when stations are upgraded in the future.
 - 6.2.5. In order to accommodate future use of cellular modems at select stations, develop standard programming in the PLC to incorporate messaging using cellular as opposed to licensed radio. Select stations will be included in the cellular polling data map including 12th Street Lift Station and Reith Riley Lift Station. Programming logic will be developed in a manner to allow for future expansion of cellular network by duplicating code in the PLC.

Scope of Services Assumptions

The proposed scope of services for this Agreement Amendment No. 2 do not include the following additional services:

- Preparing an application to submit to the Indiana Department of Environmental Management to modify the NPDES Permit for the Project A changes to the WWTP treatment processes.
- Providing RPR services for Project C.
- Preparation of an asset management plan/program for the WWTP and wastewater collection system as may be required prior to submitting the final drawdown request to Indiana SRF.
- Purchasing and/or installing new HMI or WIN-911 software.

TERM

1. This Agreement Amendment shall become effective on the date of execution and approval by both parties.
2. Term of this Agreement Amendment is based upon issuance of a Notice to Proceed to the Contractor for each Project by no later than May 18, 2020.
3. Issuance of substantial completion certificates for construction shall be within 579 calendar days after issuance of a Notice to Proceed for Project A and by May 1, 2021 for Project C.
4. Construction completion and readiness for final payment shall be within 621 calendar days after issuance of a Notice to Proceed for Project A and by July 15, 2021 for Project C.
5. Record drawings for both Project A and Project C are to be completed with 63 calendar days of recommending Contractor’s final payment application for each Project to the City.

COMPENSATION

The City agrees to compensate Consultant for the services in this agreement in accordance with Consultant’s quoted fee an amount not to exceed One Million Six Hundred Fifty-two Thousand Eight Hundred Dollars (\$1,652,800.00) for a total contract price not to exceed Three Million Two Hundred Sixty-five Thousand Three Hundred Ninety-six Dollars (\$3,265,396.00).

Fee Schedule

| | |
|--|----------------|
| <u>Item No. 4</u> - Construction Phase Consultant Services for WWTP Improvements – Project A and Rock Run Sewer Improvements – Project C | \$962,300.00 |
| <u>Item No. 5</u> - Construction Phase Resident Project Representative (RPR) Services for WWTP Improvements – Project A | \$466,100.00 |
| <u>Item No. 6</u> - Application Engineering Services for WWTP Improvements – Project A | \$224,400.00 |
| | \$1,652,800.00 |

All other terms and conditions of the November 26, 2018 Agreement and the February 17, 2020 ratification of the Agreement Amendment shall remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

City of Goshen
Board of Public Works and Safety

Donohue & Associates, Inc.

Jeremy P. Stutsman, Mayor

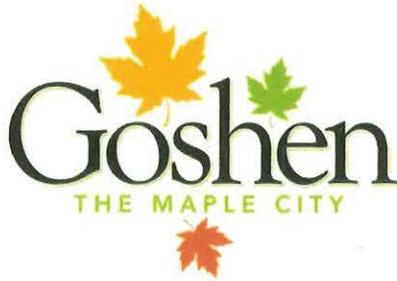
Steven P. Gress, Vice President

Mary Nichols, Member

Date: _____

Michael Landis, Member

Date: _____



**Engineering Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185
engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Works Public and Safety

FROM: Engineering

RE: **GOSHEN INTERMEDIATE SCHOOL – SINGLE LANE CLOSURE
(JN: 2018-2041)**

DATE: May 11, 2020

NIPSCO has requested a daytime, 7 a.m. to 7 p.m., single lane road closure for the utility work they will be performing for the Goshen Intermediate School. NIPSCO has proposed closing a single lane on C.R. 19 (Greene Road), north of the intersection with S.R. 119 (Plymouth Ave.) from May 11 thru the end of May 29, 2020. See attached traffic control plan.

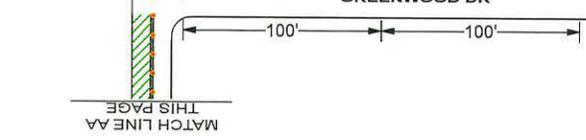
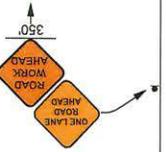
Requested motion: Move to approve the one lane road closure on C.R. 19 (Greene Road), north of the intersection with S.R. 119 (W. Plymouth Ave.) from May 11 thru the end of May 29, 2020 during the hours of 7 a.m. thru 7 p.m.

**City of Goshen
Board of Works & Safety**

Jeremy Stutsman, Mayor

Mike Landis, Board Member

Mary Nichols, Board Member



MATCH LINE AA
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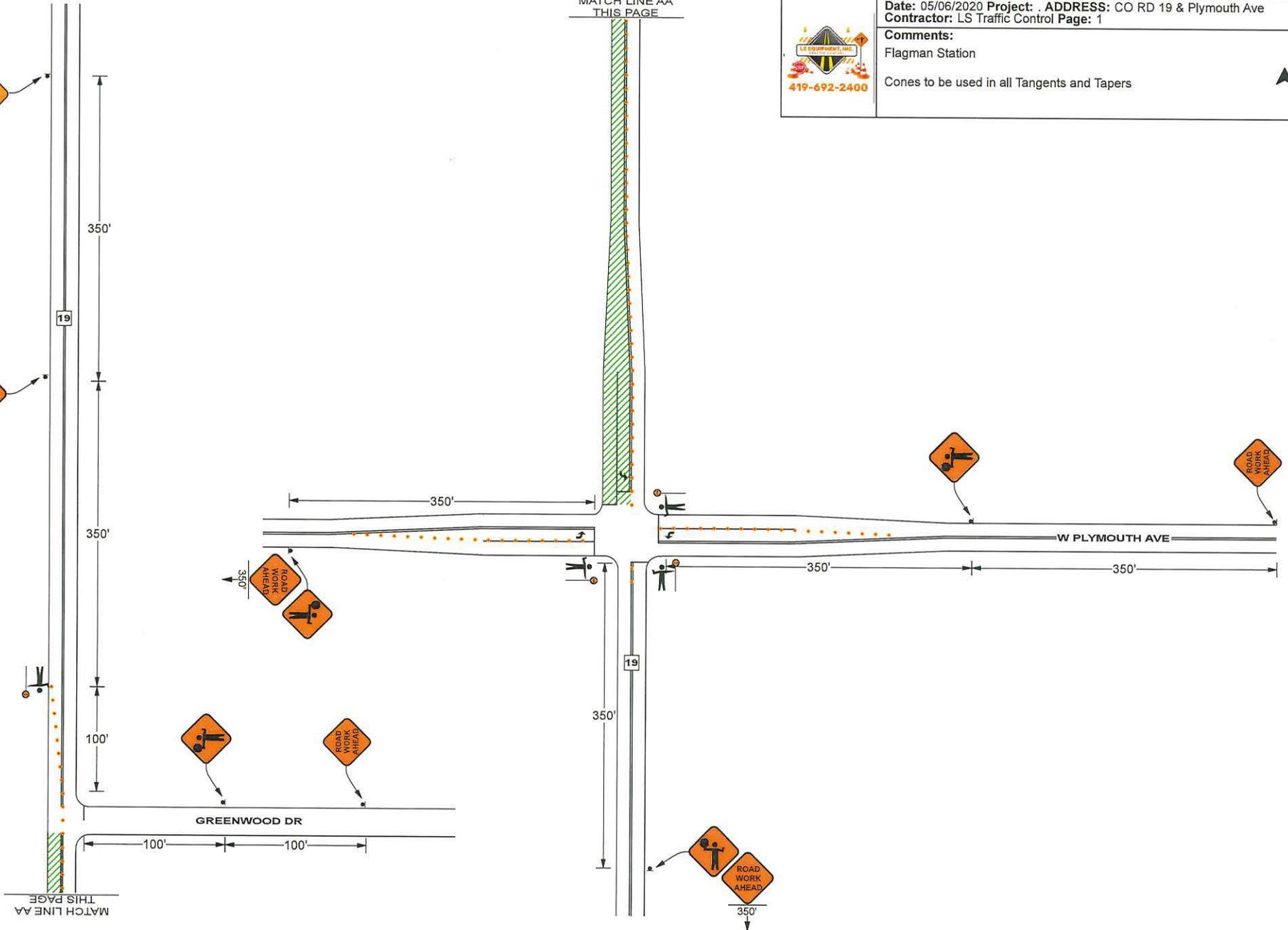


Date: 05/06/2020 Project: . ADDRESS: CO RD 19 & Plymouth Ave
Contractor: LS Traffic Control Page: 1

Comments:

Flagman Station

Cones to be used in all Tangents and Tapers





**Department of Community Development
CITY OF GOSHEN**

204 East Jefferson Street, Suite 2 • Goshen, IN 46528-3405

Phone (574) 537-3824 • Fax (574) 533-8626 • TDD (574) 534-3185
communitydevelopment@goshencity.com • www.goshenindiana.org

Memorandum

TO: Board of Public Works & Safety

FROM: Becky Hutsell, Redevelopment Project Manager

RE: Request for Approval of a Brownfield Revolving Loan Fund Grant Agreement with the Goshen Elks Lodge

DATE: May 11, 2020

The City has received an application for the Brownfield Revolving Loan Fund (BRLF) Program from the Goshen Elks Lodge, a not-for-profit art organization, located at 220 N. Main Street. Their organization is requesting grant assistance to cover the remediation costs associated with decommissioning an undocumented underground storage tank (UST) at their property.

In April, the Goshen Elks Lodge was partnering with the City Forester to have a street tree planted in their front lawn adjacent to Main Street. In the process of spading the tree, an undocumented steel heating oil tank was punctured. Goshen Engineering contacted John Bamber with EnviroServe to come to the site to assess the situation. It was determined that there was fluid remaining within the tank and a plan was developed and executed on April 15th to have the tank property decommissioned.

As detailed in the Policy & Procedure Manual approved by the Board of Works in March 2019, all Brownfield RLF applications must meet the guidelines and are reviewed by the members of an appointed Advisory Committee. Our committee has reviewed this request and is recommending approval of a grant to the Goshen Elks Lodge for \$5,905.99 to fund the decommissioning of the undocumented tank. A copy of a grant agreement is attached and we are requesting the Board's approval to proceed.

A memo prepared by Dustin Sailor, Director of Public Works, is attached detailing the work that was completed.

BROWNFIELD REVOLVING LOAN FUND GRANT AGREEMENT WITH THE ELKS

This Agreement is made and entered into this _____ day of May, 2020, by and between the City of Goshen, a municipal corporation and political subdivision of the State of Indiana (“City”) and the Goshen Elks Lodge #798 (“The Elks”).

WHEREAS, on April 8, 2020, Dogwood Hills Tree Farm spaded a hole for The Elks in the newly established tree lawn at the southwest corner of the Elks’ parcel at 220 N. Main Street, Goshen, Indiana; and

WHEREAS, the spade used by Dogwood Hills Farm punctured an undocumented underground steel fuel oil tank; and

WHEREAS, on Wednesday, April 15, Goshen Utilities, EnviroServe, and InServ assembled onsite to remove dirt from around the tank, remove all fluid from the tank, fill the tank with flowable mortar, backfill the excavation, and install topsoil and seed; and

WHEREAS The Elks seeks a grant to fund the expenses incurred in the work that resulted from its attempt to plant a tree on its parcel located at 220 N. Main Street totaling Five Thousand Nine Hundred and Five Dollars and Ninety-Nine Cents (\$5,905.99), and has applied to the City’s Brownfield Revolving Loan Fund (“BRLF”) program to provide the funding for the required remediation work; and

WHEREAS the BRLF Advisory Committee has reviewed The Elks’s application and determined that The Elks’s request meets all BRLF program requirements and it has recommended that a grant to The Elks be awarded to pay for the remediation conducted on its real property.

NOW, THEREFORE City and The Elks agree as follows:

GRANT FUNDS

City agrees to grant to The Elks an amount not to exceed the sum of Five Thousand Nine Hundred and Five Dollars and Ninety-Nine Cents (\$5,905.99) from City’s Brownfield Revolving Loan Fund to pay for remediation activity at 220 North Main Street, Goshen, Indiana (subject real estate) under the terms and conditions set forth in this Agreement.¹

EXPENDITURE OF GRANT FUNDS

Each of the following items need to be completed as conditions precedent before any grant funds may be expended:

¹ The City of Goshen reserves the right to pay directly any contractors who performed work on the subject real estate, rather than paying the grant funds to The Elks.

1. The Elks must establish and City must determine that the subject real estate meets the applicable definition of a brownfield site and otherwise determine that the subject real estate is qualified for funding consideration.
2. The Elks must establish and City must determine that neither the City nor The Elks is a potential responsible party under CERCLA for the subject real estate.
3. The Elks must submit to City information regarding The Elks's overall environmental compliance history including any penalties resulting from environmental non-compliance at the subject real estate.
4. The Elks must be able to obtain and maintain status as either a bona fide prospective purchaser (BFPP) or an innocent landowner.

COMPLIANCE WITH ALL LAWS

The Elks shall generally comply with, and carry out the environmental assessment and/or remediation activities in accordance with, all applicable state, local and federal laws, including, but not limited to, the following:

1. The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC. §9601 *et seq.*) (“CERCLA”);
2. Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments or for Nonprofits and Educational Institutions, 40 CFR Part 31 or Part 30;
3. The National Oil and Hazardous Substances Contingency Plan (NC), 40 CFR Part 300;
4. Executive Order 11246, Equal Employment Opportunity;
5. Implementing regulations at 41 CFR 60-4 relating to federally-assisted construction contracts;
6. The Davis-Bacon Act of 1931 (CERCLA § 104(g)(1), 40 USC § 276a to 276a-5 and 42 USC § 3222 as set forth in CERCLA § 104(g));
7. All applicable “cross-cutting requirements” described in this section, including those federal requirements agreed between the EPA and the Cooperative Agreement Recipient;
8. MBE/WBE requirements found at 40 CFR 31.36(e) or 40 CFR 30.44(b);
9. OSHA Worker Health & Safety Standard 29 CFR 1910.120;
10. The Uniform Relocation Act; Historic Preservation Act;
11. Endangered Species Act; and Permit required by Section 404 of the Clean Water Act;
12. Executive Order 11246, Equal Employment Opportunity;
13. Implementing regulations at 41 CFR 60-4 relating to federally assisted construction contracts;
14. Contract Work Hours and Safety Standards Act, as amended (40 USC 327-333);
15. The Anti-Kickback Act (40 USC 276c); and
16. Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.

NON-DISCRIMINATION AND EQUAL OPPORTUNITY

The Elks agrees to comply with all statutes, regulations, or other laws prohibiting discrimination on the grounds of race, color, national origin, religion, sex, age, and disability, including but not limited to: the Equal Credit Opportunity Act; the Americans with Disabilities Act; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1866; the Pregnancy Discrimination Act; the Equal Pay Act; the Fair Labor Standards Act; the Family and Medical Leave Act; the Indiana Civil Rights Act; Vietnam Veterans Reemployment Act; the Occupational Safety and Health Act; the Employee Polygraph and Protection Act. In addition, The Elks shall undertake good faith efforts to comply with 40 CFR §35.6580 to give opportunities to qualified Small Business Enterprises, Minority Business Enterprises and Women Owned Business Enterprises to the extent applicable, and to submit proposals and bids to provide services on contracts and subcontracts for services and supplies. The Elks shall submit a report of such efforts at the request of the City.

DEBARMENT AND SUSPENSION

The Elks certifies that The Elks and, to its knowledge, any of its Contractors(s):

1. Are not presently or proposed to be debarred or suspended, declared ineligible, or voluntarily excluded from federal, state or local (hereinafter "public") transactions;
2. Have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for (i) fraud or commission of a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or a contract under a public transaction, (ii) violation of federal or state antitrust laws, or (iii) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a public entity with commission of any of the offenses enumerated under section 2 above; and
4. Have not, within the preceding three (3) years, had a public transaction terminated for cause or default.

The Elks agrees to include such certification in any contract executed between The Elks and any Contractor and to require such certification between any Contractor and its subcontractor.

ENVIRONMENTAL COMPLIANCE

The Elks certifies that it is not now, and has not in the past, been subject to any penalties resulting from environmental non-compliance at the subject real estate. The Elks certifies that it will conduct all remediation activities in accordance with the City's BRLF Program Policy & Procedures Manual and the City's Cooperative Agreement with the USEPA, copies of which The Elks hereby acknowledges it has reviewed.

RECORD RETENTION

The Elks agrees to maintain financial and programmatic records pertaining to all matters relative to this grant in accordance with generally accepted accounting principles and procedures. All such records and supporting documents shall be made available, upon request, for inspection or audit by City or its representatives. The Elks shall retain all records and supporting documentation applicable to this grant for a period of three (3) years, except records that are subject to audit findings, which shall be retained for three (3) years after such audit findings have been resolved. The Elks shall obtain approval from the City prior to destroying such documents.

INDEMNIFICATION

The Elks shall indemnify and hold the City harmless for any claims and causes of action, including but not limited to negligence of any employee, agent, or contractor of The Elks, including attorney fees incurred by the City, which may arise out of work funded with funds granted under this Agreement.

MISCELLANEOUS

1. Amendment. This Agreement may be amended only by the execution of a written agreement amendment by the parties.
2. No Other Agreement. Except as otherwise expressly provided, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter and is a full integration of the agreement of the parties.
3. Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Agreement, and to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.
4. Supplemental Documents. The City and The Elks agree to execute any and all supplementary documents and to take any and all supplementary steps as are reasonable and appropriate to accomplish the purposes and provisions of this Agreement.
5. Indiana Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.
6. Notice. Any notices required or permitted under this Agreement shall be given to the parties at their respective mailing addresses provided below by deposit in the United States mail, with proper postage, and which notices shall be effective three (3) days after date of mailing.

City: Adam Scharf, Goshen Clerk-Treasurer
City Hall
202 S. 5th Street
Goshen, IN 46528-3714

The Elks: David Riggs
220 N. Main Street
Goshen, IN 45628

The parties may change their respective mailing addresses by providing written notice of the new address in accordance with the terms and provisions of this paragraph.

7. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns; provided, however, that this Agreement may not be assigned without the express written consent of the non-assigning party.
8. Counterparts. This Agreement may be executed in multiple counterparts and with multiple but separate signature pages with the multiple counterparts and multiple and separate signature pages constituting one signed and unified agreement when combined.
9. No Third Party Beneficiary. This Agreement shall not be construed to create in any person or entity not a party hereto, or specifically named herein, any right, claim, benefit or defense with respect to the parties, or in any party claiming by through or under either of them, with respect to any loss, cost, damage, claim or cause of action arising under or pursuant to the terms of this Agreement.
10. Authority. Each individual executing this Agreement on behalf of a party to this Agreement warrants that he or she is authorized to do so and that this Agreement will constitute the binding obligation of the party on whose behalf the individual executes this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorizations on this ____ of May, 2020.

City of Goshen
Board of Public Works and Safety

Goshen Elks Lodge #798

Jeremy Stutsman, Mayor

David Riggs, President

Member

Member



**Engineering Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185
engineering@goshencity.com • www.goshenindiana.org

Memorandum

To: File

From: Dustin K. Sailor, Director of Public Works

**RE: MAIN STREET – ELKS CLUB – 220 N. MAIN STREET
INCIDENT SUMMARY
(JN: 2016-0038)**

Date: April 16, 2020

On Wednesday, April 8, 2020, Dogwood Hills Farm spaded a hole in the newly established tree lawn at the southwest corner of the Elks Club at 220 N. Main Street. Dogwood Hills Farms was working on behalf of the City Forester to install a tree. In the process of spading the tree, the truck mounted hydraulically driven spade punctured a steel tank. Goshen Utilities was called to the site to assess. Marv Shepherd and Matt Beard responded. Upon assessing the situation and determining the tank was not a utility, utility staff contacted Dustin Sailor in Goshen Engineering. Dustin Sailor arrived onsite and reviewed the situation and concurred it was not an active utility but an abandoned fuel oil tank. As a reference, similar fuel oil tanks were discovered across the street in 2019 with the sidewalk replacement project. Because utility locates were properly called for and because Dogwood Hills Farm did not damage any other infrastructure, they were released.

Believing there was still product in the tank, Dustin contact John Bamber with EnviroServe, who was quick to respond. Based on vertical measurements, approximately one foot of fluid was identified to exist. In an effort to save the City money, John offered to bring barrels over and pump the material into the barrels to be hauled off and processed. Because additional locates were needed, work was postponed until the week of April 13.

On Wednesday, April 15, Goshen Utilities and EnviroServe assembled onsite to perform the following:

- 1.) Goshen Utilities had a backhoe onsite. EnviroServe was also be onsite to direct the work
- 2.) The hole in the tank was covered with plastic to prevent soil from entering the tank
- 3.) Goshen Utilities removed soil around the tank, in the tree lawn area, careful not to disturb the new sidewalk or the Elks patio
- 4.) Goshen Utilities cut the filler pipe, that runs along the top of the tank, with a hacksaw and remove it
- 5.) Goshen Utilities took the teeth on the backhoe bucket and pulled back the top of the deteriorated steel tank to provide better access into the tank
- 6.) EnviroServe pumped fluid out the tank into 55-gallon barrels
- 7.) Exceeding their barrel capacity and encountering sludge, vector assistance was called for
- 8.) The product residual at the bottom of the tank was bound with flowable mortar, which was ordered by the City

File

April 17, 2020

Page 2

Before starting the work, it was believed the tank was between 500 and 1000 gallons in size. After filling five 55-gallon barrels and after having difficulty removing all the product at the bottom of the tank because of sediment, EnviroServe requested the assistance of an environmental vector truck. INSERV, Inc., from Elkhart, was called to assist. The remaining product and sediment was removed. In total, eight 55-gallon barrels were filled.

Because the size of the tank was larger than anticipated, the original plan to fill a portion of the tank with flowable mortar and the rest of the tank with a sand soil mix to support a tree was determined unfeasible—the void that extended under the sidewalk and the Elks' patio needed to be secured. In total, 16 yards of flowable mortar, with eggshell to reduce viscosity, was placed in the tank to fill the void. Based on the volume of flowable mortar used, the standard tank size is believed to be 3,000-gallons.

After placing the flowable mortar, Goshen Utilities returned to backfill the excavation and install topsoil.



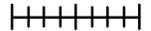
**3,000 GALLON
FUEL OIL TANK
DISCOVERED
(4.08.2020)**

The City of Goshen's Digital Data is the property of the City of Goshen and Elkhart County, Indiana. All graphic data supplied by the city and county has been derived from public records that are constantly undergoing change and is not warranted for content or accuracy. The city and county do not guarantee the positional or thematic accuracy of the data. The cartographic digital files are not a legal representation of any of the features depicted, and the city and county disclaim any assumption of the legal status they represent. Any implied warranties, including warranties of merchantability or fitness for a particular purpose, shall be expressly excluded. The data represents an actual reproduction of data contained in the city's or county's computer files. This data may be incomplete or inaccurate, and is subject to modifications and changes. City of Goshen and Elkhart County cannot be held liable for errors or omissions in the data. The recipient's use and reliance upon such data is at the recipient's risk. By using this data, the recipient agrees to protect, hold harmless and indemnify the City of Goshen and Elkhart County and its employees and officers. This indemnity covers reasonable attorney fees and all court costs associated with the defense of the city and county arising out of this disclaimer.



Feet

0 5 10 20



1 inch = 30 feet

ELKS CLUB - 220 N. MAIN STREET

PRIVATE FUEL OIL TANK IN PUBLIC RIGHT-OF-WAY
2019 Aerial Photography

The City of Goshen
Department of Public Works & Safety
Office of Engineering
204 East Jefferson Street, Goshen, Indiana 46528
Phone: 574-534-2201 Fax: 574-533-8626



City Clerk-Treasurer
CITY OF GOSHEN

202 South Fifth Street, Suite 2 • Goshen, IN 46528-3714

Phone (574) 533-8625 • Fax (574) 533-9740

clerktreasurer@goshencity.com • www.goshenindiana.org

Memorandum

11 May 2020

To: Board of Public Works & Safety

From: Department of Finance

Re: FAA CARES Act Grant Offer, Grant No. 3-18-0029-020-2020

On behalf of the Goshen Board of Aviation Commissioners and the Goshen Municipal Airport, permission is requested to enter into the above-referenced grant agreement. The amount of the grant is \$69,000.00. The agreement, along with a cover letter, is attached.

Item (a.) in the cover letter describes the requirement that the governing body provide authority to the airport sponsor's authorized representative to sign the agreement.

Requested Motion: Authorize City Clerk-Treasurer Adam Scharf to execute and electronically sign, and Goshen Board of Aviation Commissioners attorney Don Shuler to certify and electronically sign CARES Act Grant Offer, Grant No. 3-18-0029-020-2020 for Goshen Municipal Airport.

City of Goshen Board of Public Works & Safety

Jeremy Stutsman, Chair

Mike Landis, Member

Mary Nichols, Member



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division
Great Lakes Region
Illinois, Indiana, Wisconsin

FAA CHI ADO
2300 E. Devon Ave.
Des Plaines, IL 60018

May 8, 2020

Mr. Adam Scharf
Clerk-Treasurer
Goshen Board of Aviation Commissioners
202 S. Fifth Street
Goshen, IN 46528

Dear Mr. Scharf:

Please find the following electronic CARES Act Grant Offer, Grant No. 3-18-0029-020-2020 for Goshen Municipal Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than May 29, 2020** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:

- An invoice summary, even if you only paid a single invoice and
- The documentation in support of each invoice covered in the payment request.

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and
- A narrative report.

The narrative report will summarize the expenses covered by the CARES Act funds and state that all expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues and incurred after January 20, 2020.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once you have drawn down all funds and uploaded the required documents to Delphi, notify your program manager, Victor Iniguez, by email (Victor.M.Iniguez@faa.gov) that the grant is administratively and financially closed. Victor Iniguez is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

Deb Bartell

Deb Bartell (May 8, 2020)

(Signature)

Deb Bartell

(Typed Name)

Manager, Chicago ADO

(Title of FAA Official)



U.S. Department
of Transportation
Federal Aviation
Administration

CARES ACT AIRPORT GRANT AGREEMENT

PART I – OFFER

Federal Award Offer Date

May 8, 2020

Airport/Planning Area

Goshen Municipal

CARES Grant Number

3-18-0029-020-2020

Unique Entity Identifier

098646136

TO: Goshen Board of Aviation Commissioners

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

[Enter Co-Sponsor Name(s)]

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (herein called the "Grant") dated May 1, 2020, for a grant of Federal funds at or associated with the Goshen Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the Goshen Municipal Airport (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to Goshen Municipal Airport incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the

same principles that govern "airport revenue." New airport development projects may not be funded with this Grant, unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law Number 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$69,000.
2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before May 29, 2020, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
15. **Audits for Private Sponsors.** When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant prepared in accordance with accepted standard audit practices, such audit to be submitted to the applicable Airports District Office.
16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/> . Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. Suspension or Debarment. When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:

- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

18. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

19. Trafficking in Persons.

- A. You as the recipient, your employees, subrecipients under this award, and subrecipients’ employees may not —
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the award.
- B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - 1. Is determined to have violated a prohibition in paragraph A of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either—
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.
3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.
4. Our right to terminate unilaterally that is described in paragraph A of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

20. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Co-Sponsor.** Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained herein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.
22. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

SPECIAL CONDITIONS

1. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
 - A. House and maintain the equipment in a state of operational readiness on and for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
 - C. Restrict the vehicle to on-airport use only;
 - D. Restrict the vehicle to the use for which it was intended; and
 - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.
2. **Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
3. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:
 - A. House and maintain the vehicle in a state of operational readiness for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle;
 - C. Restrict the vehicle to airport use only;
 - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
 - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
 - F. Submit a copy of the executed agreement to the FAA.
4. **Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.
5. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
6. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

- B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
- C. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Deb Bartell

Deb Bartell (May 8, 2020)

(Signature)

Deb Bartell

(Typed Name)

Manager, Chicago ADO

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated **May 10, 2020**

Goshen Board of Aviation Commissioners

(Name of Sponsor)



(Signature of Sponsor's Authorized Official)

By: **Adam Scharf**

(Typed Name of Sponsor's Authorized Official)

Title: **Clerk-Treasurer**

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Indiana. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using

electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated _____

By: _____

(Signature of Sponsor's Attorney)

CARES ACT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law Number, Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- b. Hatch Act – 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.

- o. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- p. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- q. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- r. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.

- h. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 - New restrictions on lobbying.
- k. 49 CFR Part 21 - Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- n. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- o. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- q. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in

connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. Airport Revenues.

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

8. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a

facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (Goshen Board of Aviation Commissioners), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

d. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.



CITY OF GOSHEN LEGAL DEPARTMENT

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www.goshenindiana.org

May 11, 2020

To: Board of Public Works and Safety

From: Shannon Marks

Subject: Resolution 2020-17 – City of Goshen Bicycle Registration Program

Pursuant to Ordinance 4599, the Board of Public Works and Safety is to designate the locations and events where citizens can register their bicycles. This is to be done at least on an annual basis. The Board may also authorize the events in which the registration fee is waived.

It is recommended that the Board adopt Resolution 2020-17, City of Goshen Bicycle Registration Program.

RESOLUTION 2020-17

City of Goshen Bicycle Registration Program

WHEREAS the City of Goshen has a Bicycle Registration Program to facilitate the identification, recovery and return of bicycles found in the city to the rightful owner.

WHEREAS participation in the Bicycle Registration Program is voluntary for citizens of Goshen and the surrounding area.

WHEREAS a bicycle owner may register their bicycle with the City of Goshen by completing a registration form and paying a bicycle registration fee.

WHEREAS pursuant to Ordinance 4599, the Board of Public Works and Safety will designate the location and/or events in which bicycle registration will take place at least on an annual basis.

WHEREAS pursuant to Ordinance 4599, the Board of Public Works and Safety may authorize waiving the payment of the bicycle registration fee for an event sponsored by the Goshen Police Department, Goshen Fire Department, or Goshen Parks and Recreation Department.

NOW, THEREFORE, BE IT RESOLVED that the following locations are designated for the registration of bicycles with the City of Goshen:



Goshen Police Department

Goshen Police & Court Building • 111 East Jefferson Street, Goshen
Monday through Friday (excluding holidays) from 8 a.m. to 4 p.m.



Goshen Fire Department

Central Fire Station • 209 North Third Street, Goshen
Reliance Memorial Fire Station • 1728 Reliance Road, Goshen
College Avenue Fire Station • 1203 College Avenue, Goshen
Saturday (excluding holidays) from 8 a.m. to 12 p.m., provided that staff is available at the station and not out on a call.



Goshen Parks And Recreation Department

Goshen Parks and Recreation Administrative Office • 524 East Jackson Street, Goshen
Monday through Friday (excluding holidays) from 7 a.m. to 4 p.m.



Lincoln Avenue Cycling & Fitness

Lincoln Avenue Cycling & Fitness • 430 West Lincoln Avenue, Goshen
Regular business hours.

BE IT FURTHER RESOLVED that the City of Goshen shall waive the payment of the bicycle registration fee by an owner registering their bicycle at the following events, provided that the events take place in 2020:



Kerry's Kids 16th Annual Kids' & Teens' Try-Athlon

Shanklin Park • 411 West Plymouth Avenue, Goshen
Saturday, July 11, 2020 from 8 a.m. to 12 p.m.



6th Annual Rock the Quarry Sprint Triathlon & Mile Swim

Fidler Pond Park • 1424 Lincolnway East, Goshen
Saturday, August 15, 2020 from 8 a.m. to 12 p.m.

BE IT FURTHER RESOLVED that the City of Goshen shall waive the payment of the bicycle registration fee by an owner registering their bicycle at First Friday events in downtown Goshen in which a City of Goshen Department, Office or Board elects to promote bicycle registration. This waiver shall be effective for the monthly First Friday events occurring through April 2021.

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on May _____, 2020.

Jeremy P. Stutsman, Mayor

Michael A. Landis, Board Member

Mary Nichols, Board Member